

Assigned for all purposes to: Compton Courthouse, Judicial Officer: Kristin Escalante

1 LOS ANGELES CENTER FOR
 2 COMMUNITY LAW AND ACTION
 3 SARAH WALKOWICZ (SBN 330112)
 sarah.walkowicz@laccla.org
 4 NOAH GRYNBERG (SBN 296080)
 noah.grynberg@laccla.org
 5 TYLER ANDERSON (SBN 301808)
 tyler.anderson@laccla.org
 6 GINA HONG (SBN 322256)
 gina.hong@laccla.org
 7 346 S. Gless Street
 Los Angeles, CA 90033
 8 Telephone: (508) 298-9114
 9 *Attorneys for Plaintiffs*

10 **SUPERIOR COURT OF CALIFORNIA**
 11 **COUNTY OF LOS ANGELES – SOUTH CENTRAL DISTRICT**

11 BERTHA VILLEGAS, LOURDES
 12 VILLEGAS, NATALIE FARIAS, a minor, by
 and through her Guardian ad Litem LOURDES
 13 VILLEGAS, LOUIE FARIAS, a minor, by and
 through his Guardian ad Litem LOURDES
 14 VILLEGAS, ALBA LARA, CHARLES
 15 SUPO-ORIIA, and AMIRA GREEN,

16 Plaintiffs,

17 v.

18 RAMON ROCHEL, TALACE
 CORPORATION, and DOES 1-100,

19 Defendants.

CASE NO.: 21CMCV00150

COMPLAINT FOR:

- (1) Breach of the Warranty of Habitability;
- (2) Breach of Common Law Duty of Care;
- (3) Violation of Cal. Civ. Code § 3479 – Nuisance
- (4) Violation of Cal. Civ. Code § 1927 – Covenant of Quiet Enjoyment
- (5) Violation of Cal. Civ. Code § 1942.4 – Demand and Collection of Rent on an Untenantable Dwelling
- (6) Violation of Los Angeles County Temporary Rent Stabilization Ordinances
- (7) Violation of Cal. Civ. Code § 52.1 – Bane Act
- (8) Violation of Cal. Civ. Code § 51 – Unruh Act
- (9) Violation of Cal. Civ. Code § 12900 *et seq.* – Fair Employment and Housing Act
- (10) Violation of Cal. Civ. Code § 51.7 – Ralph Act
- (11) Violation of Cal. Civ. Code §§ 1942.5(a) & 1942.5(d) – Retaliation
- (12) Violation of Cal. Civ. Code § 789.3

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**(13) Violation of Cal. Civ. Code § 1159 –
Forcible Entry**
**(14) Violation of Cal. Civ. Code § 1940.2 –
Breach of Quiet Enjoyment**
**(15) Intentional Infliction of Emotional
Distress**
**(16) Unfair Business Practices – Bus. &
Prof. Code §§ 17200 *et seq.***
**INJUNCTIVE RELIEF, DAMAGES, AND
DEMAND FOR JURY TRIAL**

1 **INTRODUCTION**

2 1. For over three years, Defendants Ramon Rochel and the Talace Corporation have
3 refused to abate uninhabitable living conditions at their rental properties located at 15521, 15521
4 ½, and 15523 S. Atlantic Avenue, Compton, Los Angeles, 90221 (the “Property”), and leased to
5 Plaintiffs Charles Supo-Orija, Amira Green, Lourdes Villegas, Natalie Farias, Louie Farias,
6 Bertha Villegas, and Alba Lara, respectively. Despite Plaintiffs’ regular verbal and written
7 reports to Defendants documenting the Property’s dilapidation, including a complete lack of
8 water and heat, severe infestations of cockroaches, termites, and spiders in all units, mold, rotting
9 windows, and gaping holes in the building’s structure, Defendants have made no effort to abate
10 the unhealthy conditions. Likewise, Defendants have ignored a spate of inspection reports issued
11 to Defendants by the Los Angeles County Health Department mandating that Defendants correct
12 substandard conditions at the Property.

13 2. Meanwhile, Defendants have illegally increased the rent at the Property in
14 violation of the Los Angeles Rent Stabilization Ordinance. When the Los Angeles County
15 Department of Consumer and Business Affairs attempted to contact Defendants approximately
16 half a dozen times about the need to reimburse Plaintiffs for rent overages, Defendants refused to
17 even respond.

18 3. Instead, Defendants have engaged in a campaign of harassment, towing Plaintiff
19 Lourdes Villegas and Plaintiff Alba Lara’s cars from their designated parking spaces half a
20 dozen times, despite knowing that Plaintiff Alba Lara was pregnant and that Plaintiff Lourdes
21 Villegas keeps her daughter’s wheelchair in her car. Additionally, after issuing Plaintiff Lourdes
22 Villegas an illegal 60-day notice, Defendant Roman Rochel attempted to break into her unit,
23 drilling out the lock on the front door, all while Plaintiff Natalie Farias received intravenous
24 medical treatment inside the unit.

25 4. Plaintiffs now bring this action to compel Defendants to finally take responsibility
26 for the Property, to end Defendants’ intentional disregard of Plaintiffs’ safety and wellbeing, and
27 to ensure a sound living environment for Plaintiffs.

28 ///

PARTIES

1
2 5. Plaintiff Lourdes Villegas is and was, at all times material hereto, a resident of
3 Unincorporated East Compton in the State of California, and a tenant at 15521 ½ S. Atlantic
4 Ave., Los Angeles, CA 90221 (“Unit 15521 ½”) where she has lived since 1982, pursuant to a
5 written rental agreement. She is a member of the Compton Tenants’ Union.

6 6. Plaintiff Natalie Farias is the minor daughter of Plaintiff Lourdes Villegas.
7 Plaintiff Natalie Farias is and was, at all times material hereto, a resident of Unincorporated East
8 Compton in the State of California, and a tenant at Unit 15521 ½, where she has lived since birth,
9 pursuant to a written lease agreement. Plaintiff Natalie Farias brings her claims in this action
10 through her Guardian ad Litem, Plaintiff Lourdes Villegas.

11 7. Plaintiff Louie Farias is the minor son of Plaintiff Lourdes Villegas. Plaintiff
12 Louie Farias is and was, at all times material hereto, a resident of Unincorporated East Compton
13 in the State of California, and a tenant at Unit 15521 ½, where he has lived since birth, pursuant
14 to a written lease agreement. Plaintiff Louie Farias brings his claims in this action through his
15 Guardian ad Litem, Plaintiff Lourdes Villegas.

16 8. Plaintiff Amira Green is and was, at all times material hereto, a resident of
17 Unincorporated East Compton in the State of California, and a tenant at 15521 S. Atlantic Ave.,
18 Los Angeles, CA 90221 (“Unit 15521”), pursuant to a written rental agreement.

19 9. Plaintiff Charles Supo-Orija is and was, at all times material hereto, a resident of
20 Unincorporated East Compton in the State of California, and a tenant at Unit 15521 pursuant to a
21 verbal agreement that he assume the terms of the rental agreement signed by his wife, Plaintiff
22 Amira Green.

23 10. Pursuant to a written rental agreement, Plaintiff Bertha Villegas was a resident of
24 Unincorporated East Compton in the State of California, and a tenant at 15523 S. Atlantic Ave.,
25 Los Angeles, CA 90221 (“Unit 15523”) for approximately 40 years, until she was constructively
26 evicted from the Property in June of 2020.

27 11. Plaintiff Alba Lara is and was, a resident of Unincorporated East Compton in the
28 State of California and a tenant at Unit 15523 since July 2020 pursuant to a written rental

1 agreement. She is a member of the Compton Tenants' Union.

2 12. Upon information and belief, Defendant Ramon Rochel took ownership of the
3 Property in or around November of 2011. Defendant Rochel has had control and decision-
4 making authority over the management of, and the collection of rent at, the Property since
5 November of 2011. Defendant Ramon Rochel only accepts rent in the form of cash from
6 Plaintiffs.

7 13. Defendant Talace Corporation is the entity that has managed the Property since
8 November of 2011. Upon information and belief, Talace Corporation is the alter-ego of
9 Defendant Ramon Rochel: Defendant Ramon Rochel has repeatedly told Defendants that they
10 should pay rent to the offices out of which Defendant Ramon Rochel operates his dental practice,
11 including: 5863 Imperial Highway, Ste. 2A, South Gate, CA 90280; 2321 E. 4th Street, #C,
12 Santa Ana, CA 92705; and 2530 Atlantic Ave., Unit E, Long Beach, CA 90806. Defendant
13 Talace Corporation is not registered with the California Secretary of State.

14 14. Plaintiffs are ignorant of the true names and capacities of Defendants sued as
15 Does 1 to 100, inclusive, and therefore sues these Defendants by such fictitious names and
16 capacities. Plaintiffs will amend this complaint to allege their true identities when ascertained.
17 Plaintiffs are informed and believe, and thereupon allege, that each fictitiously named Defendant
18 is responsible, negligently or in some other actionable manner, for the acts and failures to act as
19 alleged herein, and that Plaintiffs' injuries and damages were proximately and legally caused by
20 the conduct of each such Defendant.

21 15. At all times mentioned, each of the Defendants and Does were the agents,
22 employees, and representatives of every other Defendant and Doe, and in doing the acts here
23 alleged, were acting within the course and scope of such agency, service, and representation, and
24 directed, aided and abetted, authorized, or ratified each and every act and conduct here alleged.

25 16. Wherever reference is made in this Complaint to any act or failure to act by a
26 Defendant or Defendants, such allegations and references shall also mean the acts and failures to
27 act of each Defendant, whether acting individually, or jointly and severally. Wherever reference
28 is made to individuals who are not named and Defendants in this Complaint, but who are or were

1 employees, agents, associates, joint venturers, managers, directors, board members, partners,
2 trustees, or beneficiaries of Defendants and/or Defendants' companies or organizations, Plaintiffs
3 assert that the conduct of such individuals at all relevant times was on behalf of Defendants and
4 was within the course and scope of their employment or agency.

5 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

6 **Defendants Refuse to Cure Uninhabitable Conditions at the Property Despite Ample Notice**

7 **and a Reasonable Time to Cure**

8 17. At all times relevant hereto, Plaintiffs have respectively lived in Unit 15521, Unit
9 15521 ½, and Unit 15523 (collectively "the Property"), paying monthly rent in consideration for
10 their residencies at the Property.

11 18. The Property is located within Unincorporated East Compton in the County of
12 Los Angeles on a parcel containing five dwelling units. The units were issued either certificates
13 of occupancy or equivalent permits for residential occupancy prior to February 1, 1995 and are
14 subject to the protections of the Los Angeles County Rent Stabilization Ordinance ("LAC RSO")
15 as "Covered Rental Units."

16 19. The Property is located directly next to a landfill. Approximately three years ago,
17 the Property began experiencing a severe infestation of cockroaches, spiders, termites, and other
18 vermin. Although Plaintiffs Lourdes Villegas, Bertha Villegas, Charles Supo-Orija, Amira
19 Green, and, subsequently, Plaintiff Alba Lara, all notified Defendants about the uptick in their
20 respective units, Defendants did nothing to mitigate the infestations, which continue unabated as
21 of the filing of this Complaint. Defendants have never sent anyone to fumigate any of the units.

22 20. In addition, over the past three years, Plaintiff Charles Supo-Orija and Plaintiff
23 Amira Green have alerted Defendants to uninhabitable conditions at Unit 15521 including, but
24 not limited to: defective electrical wiring resulting in sparking and burned electrical sockets;
25 rusted doors and structurally unsound door frames; broken walls behind the bathroom door;
26 black mold-like growth on the bathroom ceiling; rotting wood and rusted pipes under the
27 bathroom and kitchen sinks; an intense cockroach, spider, and insect infestation in the kitchen,
28 bathroom, and sitting room; a termite infestation resulting in perpetual termite dust along the

1 base of the unit's walls; a complete lack of smoke and carbon monoxide detectors; chipped and
2 peeling paint along interior walls; and inadequate waterproofing resulting in moisture along the
3 unit's interior baseboards. In the three months preceding the filing of this Complaint, Defendants
4 ceased maintaining the Property's common outside area; the grass is so overgrown that it serves
5 as habitation for reptiles and other dangerous creatures, which find their way inside Plaintiffs'
6 apartments. On the side of Unit 15521, overgrown grass inhibits free access to the side and back
7 of the apartment, and a plant blocks the window in the living area, thereby hindering proper
8 ventilation. Plaintiffs have provided Defendants notice of all of the aforementioned conditions,
9 both verbally and in writing. However, to date, Defendants have done nothing to remedy the
10 aforementioned conditions.

11 21. On or around December 7, 2020, Plaintiff Charles Supo-Orija and Plaintiff Amira
12 Green filed a complaint with the Los Angeles County Public Health Department about the
13 uninhabitable conditions in Unit 15521. In response, the Public Health Department issued to
14 Defendants a Notice to Abate, mandating that Defendants cure Unit 15521's cockroach
15 infestation, abate the presence of a mold-like substance in the bathroom and kitchen areas, and
16 repair the rotten wood underneath the bathroom sink by January 7, 2021. To date, Defendants
17 have made no repairs, and all conditions in the unit continue unabated.

18 22. On or around January 25, 2021, Plaintiff Amira Green served Defendant Ramon
19 Rochel with a copy of her application to the Los Angeles County Department of Business and
20 Consumer Affairs for a rent adjustment, pursuant to the Los Angeles County Rent Control
21 Ordinance, advising that, "I have been living with a consistent infestation of roaches and termites
22 in my dwelling. There is a lot of mold in the bathroom. There are also rotten areas of wood under
23 the sink. Broken walls behind the bathroom door." Defendants have done nothing to remedy the
24 uninhabitable conditions.

25 23. Plaintiff Amira Green is particularly affected by the cockroach infestation in Unit
26 15521, as she is a chronic asthmatic. The presence of the roaches severely exacerbates her
27 asthma and forces her to routinely deploy her nebulizer. She is unable to sleep well in the unit,
28 afraid that roaches and insects will crawl over her in the night. To prevent this from happening,

1 Plaintiff Charles Supo-Orija keeps watch, and Plaintiffs leave the lights on in the living room,
2 kitchen, and bathroom. However, this barely affects the bugs, which overrun the kitchen even
3 while Plaintiffs are awake. Plaintiff Amira Green’s inability to sleep has dramatically increased
4 her blood pressure. In addition to his own lack of sleep, Plaintiff Charles Supo-Orija—a senior in
5 cancer remission—also suffers compromised health as a result of the uninhabitable conditions at
6 Unit 15521.

7 24. Throughout their tenancy, Plaintiff Lourdes Villegas, Plaintiff Natalie Farias, and
8 Plaintiff Louie Farias have experienced uninhabitable conditions at Unit 15521 ½ including, but
9 not limited to: a complete lack of hot water since approximately April 2018; faulty electrical
10 wiring which causes the sockets to spark and lightbulbs to burn the walls for approximately the
11 last year and a half; a cockroach infestation so severe that Plaintiff Lourdes Villegas places her
12 family’s beds in the middle of the unit so that roaches emerging from the electrical sockets at
13 night will not crawl on Plaintiffs while they sleep; rotting baseboards destroyed by termites; a
14 serious infestation of ants, spiders, and other insects; rotting windows that fall out of the frames
15 if touched; huge gaping holes in the interior walls, allowing vermin unfettered access to the unit;
16 peeling plaster; broken window screens; cracked and defective plumbing, including a toilet that
17 won’t flush; a rusted sink that spews bright orange water; black mold underneath the sink; a lack
18 of fire and carbon monoxide detectors; a defective lock on the front door, which does not open or
19 close correctly; and flooding through cracks in the unit’s foundation whenever it rains. Plaintiff
20 Lourdes Villegas has also alerted Defendant Ramon Rochel to the fact that a neighboring
21 tenant’s washing machine, which is hooked to the water valve behind Unit 15521 ½,
22 continuously leaks, giving rise to an insect infestation. No Defendant has remedied the condition.

23 25. For both Plaintiff Natalie Farias and Plaintiff Louie Farias, the cockroach
24 infestation at Unit 15521 ½ is terrifying; the two children routinely have trouble falling asleep at
25 night, telling their mother, Plaintiff Lourdes Villegas, that “the roaches are coming, Mommy.”
26 The infestation has been particularly distressing for Plaintiff Natalie Farias, as she has muscular
27 dystrophy and does not have the strength to brush off cockroaches if they crawl on her. For this
28 reason, Plaintiff Natalie Farias sleeps with Plaintiff Lourdes Villegas at night, so that her mother

1 can keep the roaches off of her.

2 26. For 11-year-old Plaintiff Louie Farias, the cockroach infestation in Unit 15521 ½
3 presents another problem, as it exacerbates his asthma to the point that he routinely needs to use
4 a nebulizer. In addition, after being hospitalized due to a spider bite on June 3, 2020, Plaintiff
5 Louie Farias will not put shoes on without checking for black widows.

6 27. Plaintiff Lourdes Villegas has consistently notified Defendants about the
7 aforementioned conditions in Unit 15521 ½ both verbally and in writing. Plaintiff Lourdes
8 Villegas has also requested that she be permitted to keep her garbage in a spot at the Property
9 which is away from the back wall of her house, as a means by which to mitigate the cockroach
10 infestation. Defendant Ramon Rochel has refused her request, and moves the trash can directly
11 next to the unit if Plaintiff Lourdes Villegas shifts it even a few feet away. In addition, Defendant
12 Ramon Rochel has repeatedly placed other trash barrels, full of refuse, immediately adjacent to
13 Unit 15521 ½, despite Plaintiff Lourdes Villegas' multiple requests that he place them elsewhere
14 at the Property.

15 28. Moreover, Plaintiffs' pediatrician sent Defendants a letter imploring that
16 Defendants cure the uninhabitability at the Property because sanitary conditions "are important
17 for any child, but are critical for the health and wellbeing of children with chronic health
18 conditions." However, despite the fact that Defendant Ramon Rochel works in the healthcare
19 industry, knows that minors live in the unit, and is aware that Plaintiff Natalie Farias has a
20 chronic medical condition, Defendants have done nothing to remedy the uninhabitable
21 conditions. Instead, Defendants regularly tell Plaintiffs, "If you're not happy, you don't have to
22 stay here."

23 29. On or around November 9, 2020, the Los Angeles County Department of Public
24 Health inspected Unit 15521 ½ and issued to Defendant Ramon Rochel an official inspection
25 report documenting uninhabitable conditions including: about five live cockroaches in the
26 kitchen area; a hole in the kitchen cabinet; a red-tagged water heater; a lack of water in the
27 bathroom sink; a damaged base cover for the toilet; a loose showerhead with a gap around the
28 pipe; a gap around the shower stall allowing in a large infestation of ants into the shower stall; an

1 inoperable kitchen light; a large hole leading to the outside at the floorbase in the restroom; a
2 large hole in the kitchen wall under the kitchen window area; damaged and missing floorbase
3 around the perimeter of the restroom; holes above the shower; and peeling paint on the kitchen
4 wall near the kitchen window. The inspection report mandated a series of corrective actions and
5 listed a re-inspection date of December 2, 2020.

6 30. On or around November 18, 2020, the Los Angeles County Department of Public
7 Health again inspected Unit 15521 ½ and issued to Defendant Ramon Rochel an official
8 inspection report documenting uninhabitable conditions including: live cockroaches in the
9 kitchen; a red-tagged water heater; a lack of heat or hot water; a hole in the exterior rear of the
10 unit in between the heater room and the back entry door; a hole in the hallway wall; peeling paint
11 and a hole in the bathroom behind the toilet; a hole in the kitchen wall; a detached and
12 malfunctioning window; and an inoperable kitchen sink. The inspection report mandated a series
13 of corrective actions and listed a re-inspection date of December 2, 2020.

14 31. On or around November 25, 2020, Plaintiff Lourdes Villegas submitted a rent
15 adjustment application to the Los Angeles Department of Business and Consumer Affairs,
16 advising that Defendants, “Completely ignored my messages regarding roaches, water, and
17 humidity in my unit. Habitability not maintained, walls are broken with humidity and holes. 3
18 years with no hot water and bathroom sink with no water.”

19 32. On or around December 7, 2020, the Los Angeles County Department of Public
20 Health re-inspected Unit 15521 ½ and issued Defendant an official inspection report
21 documenting uninhabitable conditions in the unit including: more than ten live German nymph
22 and adult cockroaches in kitchen drawers; holes and other damage in bathroom and kitchen
23 walls; peeling paint on the walls throughout unit; a complete lack of hot water in the unit; a red-
24 tagged water heater; a bathroom sink with no water; a damaged toilet base cover; a bathroom
25 window that detaches upon opening; an inoperable kitchen light; and a damaged front entrance
26 door handle with a hole in the door. A copy of the report was mailed to Defendant Ramon
27 Rochel at 2350 Orange Ave., Costa Mesa, CA 92627, stating that Defendant’s noncompliance
28 was being referred to the City Attorney’s office. However, to date, Defendants have made no

1 repairs to Unit 15521 ½; all uninhabitable conditions continue unabated.

2 33. Throughout her tenancy, Plaintiff Bertha Villegas experienced uninhabitable
3 conditions in Unit 15523, including, but not limited to: a red-tagged hot water boiler and lack of
4 hot water for at least nine months; an utter lack of electricity in the kitchen, bathroom, and living
5 area for approximately one and a half years; a persistent infestation of cockroaches, rats, and
6 spiders; a lack of fire and carbon monoxide detectors; mold in the unit's bathroom and kitchen; a
7 crumbling and leaking kitchen sink that resulted in an infestation of live maggots persisting for at
8 least three months; moldy bathroom sink, flooring, walls, and seals; a toilet that did not work for
9 approximately five years; and a complete lack of heating. Due to the aforementioned conditions,
10 Plaintiff Bertha Villegas was forced to vacate her home on or around June 30, 2020.

11 34. As soon as Plaintiff Bertha Villegas gave notice to Defendants that she would be
12 vacating Unit 15523, Defendants immediately scheduled repairs to ameliorate some conditions
13 that Plaintiff Bertha Villegas had lived with for years, solely so that Defendants could re-rent the
14 unit. Moreover, despite the fact that Plaintiff Bertha Villegas is immunocompromised,
15 Defendants refused to provide her any 24-hour notices to enter, instead physically forcing
16 themselves into Unit 15523 on or around June 4, 2020 despite Plaintiff Bertha Villegas'
17 protestations that she was concerned for her health and wellbeing.

18 35. Thereafter, on July 19, 2020, Plaintiff Alba Lara moved into Unit 15523.
19 However, despite the work done at the unit subsequent to Plaintiff Bertha Villegas moving out,
20 Plaintiff Alba Lara had no hot water for approximately two months, and suffered an infestation
21 of cockroaches, ants, and black widow spiders from the start of her tenancy. Additionally,
22 throughout her tenancy at Unit 15523, Plaintiff Alba Lara has experienced uninhabitable
23 conditions including, but not limited to: broken windows and inadequate screens which fall off;
24 severe mold under the sink; an oven hood that does not ventilate properly; a rusty bathtub with
25 sharp edges; a heater that was red-tagged in or around January of 2021; an unhinged kitchen
26 cabinet which fell onto Plaintiff's foot; peeling paint; an inaccessible laundry room; and a falling
27 patio post which nearly hit Plaintiff approximately two months before the filing of this
28 complaint.

1 36. Plaintiff Alba Lara has continuously notified Defendants of the aforementioned
2 uninhabitable conditions, both verbally and in writing, to no avail. In fact, on September 1, 2020,
3 in response to Plaintiff Alba Lara’s complaints about cockroaches, insects, and spiders in her
4 unit, Defendant Ramon Rochel told her that nothing would be done in her unit until she showed
5 him respect, despite knowing that Plaintiff Alba Lara has two minor children living in the home
6 with her. To the contrary, after their September 1, 2020 conversation, Defendant Ramon Rochel
7 punctured Plaintiff Alba Lara’s water hose because he did not want her filling a kiddie pool for
8 her three-year-old son to play in.

9 **Defendants Impose Illegal Rent Increases Despite Uninhabitable Conditions**

10 37. On November 20, 2018, the Los Angeles County Board of Supervisors (“the LAC
11 Board”) passed Interim Rent Stabilization Ordinance No. 2018-0045, prohibiting rent increase
12 exceeding three percent above a tenant’s monthly rent in effect September 11, 2018, for any
13 dwelling unit located in unincorporated Los Angeles County, unless the unit had a certificate of
14 occupancy or equivalent permit for residential occupancy issued after February 1, 1995 or was a
15 unit alienable separate from title to any other dwelling unit.

16 38. However, a little over a week later, on or around October 1, 2018, Defendants
17 issued to Plaintiff Amira Green, Plaintiff Charles Supo-Orija, Plaintiff Lourdes Villegas, and
18 Plaintiff Bertha Villegas 60-day notices of an eleven percent rent increase, thereby increasing
19 Plaintiffs’ monthly rent from \$900 to \$1,000.

20 39. On or around April 16, 2019, the LAC Board adopted Ordinance No. 2019-0018
21 which extended the Interim Rent Stabilization Ordinance’s three percent rent-increase cap
22 through December 26, 2019.

23 40. Yet, on or around November 1, 2019, Defendants again issued to all Plaintiffs—
24 aside from Plaintiff Alba Lara—a 60-day rent-increase notice, this time increasing their monthly
25 rent from \$1,000 to \$1,200, and therefore effectuating a twenty percent rent increase.

26 41. Defendant Ramon Rochel explicitly made statements that Defendants were
27 issuing the rent increase because he knew that Plaintiffs then residing at the Property would not
28 be able to afford it.

1 42. On or around November 26, 2019, the LAC Board passed Ordinance No. 2019-
2 0064, again extending the Interim Rent Stabilization Ordinance’s three percent rent-increase cap
3 through March 31, 2020. That same day, the LAC Board also passed the Los Angeles County
4 Permanent Rent Stabilization Ordinance (“LAC RSO”), codified in Los Angeles County Code
5 sections 8.52 *et seq.*, effective April 1, 2020. Sections 8.52 *et seq.* tie permissible rent increases
6 to the change in CPI, thus imposing a three percent cap on rent increases for Covered Rental
7 Units located in unincorporated Los Angeles County through June 30, 2021.

8 43. However, from January 1, 2019 through June 1, 2020, Defendants continuously
9 demanded and collected rent from Bertha Villegas, in an amount exceeding the allowable
10 amount under the Interim Rent Stabilization Ordinance and later, the LAC RSO.

11 44. From January 1, 2019 through October 1, 2020, Defendants continuously
12 demanded and collected rent from Plaintiff Lourdes Villegas and her children in an amount
13 exceeding first, the rent increase limitation of the Interim Rent Stabilization Ordinance and later,
14 the LAC RSO.

15 45. From January 1, 2019 through the present, Defendants have demanded and
16 collected rent from Plaintiff Amira Green and Plaintiff Charles Supo-Orija in an amount
17 violating both the Interim Rent Stabilization Ordinance and the LAC RSO.

18 46. Then too, on September 10, 2020, Defendant’s agent, property manager Elena
19 Cano, threatened to increase Plaintiff Alba Lara’s rent by texting to Plaintiff, “We need to talk
20 about the parking. I have complaints that you are using more than one parking space. I will be
21 forced to increase your rent by 100 per month for the second parking”. Plaintiff Alba Lara has
22 never used a second parking space at the Property.

23 47. On November 10, 2020, Defendant’s agent, property manager Elena Cano
24 pressured Plaintiff Alba Lara to take out loans to pay \$500 for a “deposit” that Defendant
25 claimed was outstanding, despite the fact that Plaintiff Alba Lara had paid her deposit in full
26 when she moved to Unit 15523 in July of 2020. Specifically, Ms. Cano stated in a text message
27 that, “if you can go get a loan or else it’s going to be \$500 plus \$150 which equals \$650 for
28 Friday”.

1 48. On or around November 25, 2020, Plaintiff Lourdes Villegas submitted a rent
2 adjustment application to the Los Angeles Department of Business and Consumer Affairs, citing
3 Defendants' January 1, 2019 rent increase and January 1, 2020 rent increase as unlawful rent
4 increases.

5 49. On or around December 11, 2020, the Los Angeles Department of Business and
6 Consumer Affairs sent to Defendants a Notice of Application for Rent Adjustment. Additionally,
7 Michael Chong, a Management Analyst for the Rent Stabilization Program with the Los Angeles
8 County Department of Business and Consumer Affairs, attempted to contact Defendants about
9 the requested rent adjustment on December 4, 2020; December 7, 2020; January 15, 2021; and
10 January 19, 2021, both by phone and email. However, Defendants never responded.

11 50. On or around January 25, 2021, Plaintiff Amira Green served Defendant Ramon
12 Rochel with a copy of her application to the Los Angeles County Department of Business and
13 Consumer Affairs for a rent adjustment, pursuant to the Los Angeles County Rent Control
14 Ordinance. Plaintiff Amira Green filed her rent adjustment application on or around February 5,
15 2021, citing Defendants' January 1, 2019 rent increase and January 1, 2020 rent increase as
16 unlawful rent increases. Defendants have not subsequently adjusted Plaintiffs' monthly rent.

17 **Defendants Abuse the Right of Access and Use it to Harass Plaintiffs**

18 51. On or around November 17, 2020, Defendant Ramon Rochel arrived at the
19 Property, filmed himself holding some papers while standing in front of Unit 15521 ½, and then
20 walked away, papers in hand, without communicating with Plaintiff Lourdes Villegas.

21 52. The next day, on November 18, 2020, Defendant Ramon Rochel arrived,
22 unannounced, at Unit 15521 ½ with plumbers and a housing inspector from the Los Angeles
23 County Department of Public Health and demanded entry. Because Plaintiff Natalie Farias is
24 immunocompromised, and since both Plaintiff Natalie Farias and Plaintiff Louie Farias are
25 terrified of Defendant Ramon Rochel after he attempted to break into Unit 15521 ½ on October
26 30, 2020, Defendant Lourdes Villegas requested that the inspection be rescheduled for another
27 time. Defendant Ramon Rochel alleged that he had given Plaintiff Lourdes Villegas a 24-hour
28 notice the previous day, and that she was denying entry for the plumbers to fix the water

1 heater—which is located outside of Unit 15521 ½.

2 53. On November 18, 2020, Plaintiff Lourdes Villegas called the Los Angeles County
3 Department of Public Health to arrange an inspection for later that same day, after she made
4 preparations for the safety and health of her children. An inspector came by and inspected Unit
5 15521 ½, the results of which have already been described herein.

6 **Defendants Engage in a Campaign of Discriminatory Retaliation and Harassment**

7 54. On or around September 10, 2019, Defendant Ramon Rochel hired a towing
8 service to tow Plaintiff Lourdes Villegas' car from her assigned parking space at the Property,
9 despite the fact that Defendant Talace Corporation had issued written confirmation to Plaintiffs
10 that, "Per all leases one car is allowed for each unit and one parking spot per each unit."

11 55. Defendant Ramon Rochel is aware of Plaintiff Natalie Farias' medical disability,
12 as he has repeatedly confirmed her residency at Unit 15521 ½ for a DPSS representative
13 managing Plaintiff Natalie Farias' social security benefits. Defendants are also aware that
14 Plaintiff Natalie Farias keeps her wheelchair in Plaintiff Lourdes Villegas' car.

15 56. On or around October 30, 2020, Ramon Rochel threatened to tow Plaintiff Alba
16 Lara's car by saying "If you don't pay me rent, I'm going to tow all your cars," despite knowing
17 that Plaintiff Alba Lara had already paid rent for the month of November 2020.

18 57. On November 2, 2020, Defendant Ramon Rochel called a company to tow
19 Plaintiff Alba Lara's car from her assigned parking spot. Plaintiff Alba Lara, who was five
20 months pregnant at the time, ran outside to stop her car from being towed, and in the process, hit
21 her stomach on the door handle. Though Defendant Ramon Rochel witnessed pregnant Plaintiff
22 Alba Lara having a panic attack next to her car, he refused to cancel the towing request. An
23 ambulance subsequently took Plaintiff Alba Lara to the hospital.

24 58. Despite this, Defendant Ramon Rochel again called a towing company on
25 November 17, 2020 to tow Plaintiff Alba Lara's car from its assigned space while Plaintiff Alba
26 Lara was at a doctor's appointment. It cost \$385 to remove the car from impound, after which
27 Plaintiff Alba Lara found that the side of the car had been severely scratched.

28 59. On or around January 1, 2021, Plaintiff Alba Lara began to give Defendants

1 monthly declarations regarding her inability to pay rent in full due to COVID-19 financial
2 distress.

3 60. Subsequently, Defendant Ramon Rochel attempted to, or did, tow Plaintiff Alba
4 Lara's car from its assigned parking spot approximately four more times, including on May 5,
5 2021, when he pinned Plaintiff Alba Lara into her car, blocking her into the vehicle with his
6 body.

7 61. On or around November 15, 2020, Plaintiff Lourdes Villegas provided
8 Defendants with a declaration of inability to pay rent in full due to COVID-19 related financial
9 distress. In response, on November 17, 2020, Defendant Ramon Rochel attempted to tow
10 Plaintiff Lourdes Villegas' car from her assigned parking space at the Property.

11 62. On November 22, 2020, Plaintiff Lourdes Villegas sent a letter, via mail and
12 email, to Defendants, advising them that they had "willfully reduced services to me by
13 interrupting or causing the interruption of parking" when they attempted to, and did, tow her car.

14 63. Plaintiff Lourdes Villegas now parks offsite for fear that she will not be able to
15 afford pulling her car out of impound and worries that she will be left without a way to bring her
16 daughter, Plaintiff Natalie Farias, to her doctor's appointments.

17 64. With respect to Plaintiff Charles Supo-Orija, since at least August of 2020,
18 Defendants have refused to respond to his inquiries about if and when someone will come to the
19 Property on the first of the month to collect rent or whether Plaintiff Charles Supo-Orija should
20 drive to one of Defendant Ramon Rochel's dentist offices to drop off payment. Despite knowing
21 that Plaintiff Amira Green, Plaintiff Charles Supo-Orija's wife, is currently hospitalized,
22 Defendant Elena Cano has refused to communicate with Plaintiff Charles Supo-Orija about their
23 tenancy. Instead, Defendants continue to text and call Plaintiff Amira Green, even though they
24 have been told that she should not be disturbed while hospitalized. Recently, when Plaintiff
25 Amira Green's nurses relayed to her that Defendant Ramon Rochel was calling her phone, her
26 blood pressure increased and remained elevated for at least two days.

27 **Defendant Ramon Rochel Forcibly Attempts to Unlawfully Evict Plaintiffs**

28 **From Unit 15521 ½**

1 65. On May 16, 2019, just-cause protections went into effect for Los Angeles County,
2 whereby landlords cannot evict tenants unless for a “just-cause” reason.

3 66. Moreover, on March 19, 2020, Kathryn Barger, the Chair of the Los Angeles
4 County Board of Supervisors (the “Board”) signed an Executive Order declaring a temporary
5 moratorium through May 31, 2020 on no-fault evictions within unincorporated Los Angeles
6 County. This moratorium was extended through a series of resolutions throughout the COVID-
7 19 pandemic and remains in effect through June 30, 2021.

8 67. However, on or around September 3, 2020, Defendants issued to Plaintiff Lourdes
9 Villegas a 60-day no-fault notice to quit via text and email. At no point did Plaintiff Lourdes
10 Villegas agree to a voluntary move-out.

11 68. Although Plaintiff Lourdes Villegas informed Defendants that their notice
12 violated the Los Angeles County moratorium on no-fault evictions and the just-cause provisions
13 of the Los Angeles County Rent Stabilization Ordinance, Defendants refused to retract their 60-
14 day notice.

15 69. Instead, Defendant Ramon Rochel appeared at Unit 15521 ½ in the afternoon on
16 October 30, 2020, despite the fact that Plaintiff Lourdes Villegas had asked him not to come at
17 that time, as her children were engaged in remote learning during the day and her daughter
18 Plaintiff Natalie Farias was to receive at-home intravenous infusion-transfusion chemotherapy
19 directly after her schooling. Defendant Ramon Rochel demanded entry into the home, shouting
20 that it was his house and that Plaintiffs needed to leave. When Plaintiff Lourdes Villegas
21 answered back through the closed door that she was in the middle of giving her daughter
22 treatment, Defendant Ramon Rochel peeled off the duct tape that seals the unit’s mail slot. While
23 making eye contact with Plaintiff Lourdes Villegas, Plaintiff Louie Farias, and Plaintiff Natalie
24 Farias, who was hooked up to an IV at the time, Defendant Ramon Rochel drilled away the lock
25 to Plaintiffs’ front door grate, replacing it with a new lock. Eleven-year-old Plaintiff Louie Farias
26 draped his sister’s Halloween costume over the mail slot hole in an attempt to calm Plaintiff
27 Natalie Farias. When Defendant Ramon Rochel could not access the unit through the secondary
28 door, he began ramming the door with his body. Plaintiff Natalie Farias began screaming and

1 crying, and Plaintiff Louis Farias ran to the front door to use his body to prevent Defendant
2 Ramon Rochel from entering the unit.

3 70. Plaintiff Lourdes Villegas called the Compton Tenants' Union and the Sheriff's
4 office requesting assistance with the break-in. When the deputies appeared at the Property,
5 Defendant Ramon Rochel said that Plaintiff Lourdes Villegas was voluntarily moving out, that
6 she had agreed to meet him there to do a final walkthrough, but was not present to allow him
7 access. When Defendant Ramon Rochel started walking away with the only copies of the keys to
8 front door, a member of the Compton Tenants' Union, who had by then arrived at the Property,
9 informed the Sheriffs' deputies that he was leaving Plaintiffs inside without a copy of the key.
10 The deputies asked Defendant Ramon Rochel if anyone was inside the unit, which Defendant
11 denied.

12 71. However, when the deputy knocked on the door of the unit to ask if anyone was
13 inside, Plaintiff Lourdes Villegas responded "yes." The deputies then told Defendant Ramon
14 Rochel that he needed to give Plaintiff Lourdes Villegas a copy of the key to the front door.
15 Defendant Ramon Rochel refused to provide a key for approximately 40 minutes, insisting that
16 he did not need to give Plaintiff a key, and demanding that he speak to the deputies' supervisors.
17 When the deputies told Defendant that he must engage in the legal eviction process and could not
18 physically remove Plaintiffs from their unit, Defendant Ramon Rochel responded, "This is going
19 to take forever because we're in the middle of a pandemic." Eventually, Defendant Ramon
20 Rochel handed a key to one of the deputies, who delivered it to Plaintiff Lourdes Villegas.

21 72. Both Plaintiff Louie Farias and Plaintiff Natalie Farias are traumatized by
22 Defendant Ramon Rochel's attempted break-in. Shortly after the October 30, 2020 incident,
23 Plaintiff Natalie Farias started building pillow forts at night, explaining to Plaintiff Lourdes
24 Villegas that she needed to protect herself from flying glass in the event that Defendant Ramon
25 Rochel broke the front window. She also insisted that the family move their beds closer to the
26 back of the unit, so that they would be farther away from where Defendant Ramon Rochel might
27 break in. Both children have trouble sleeping now and are terrified of Defendant Ramon Rochel.

28 **CAUSES OF ACTION**

1 **FIRST CAUSE OF ACTION**

2 **Breach of the Warranty of Habitability**

3 **(By All Plaintiffs Against All Defendants)**

4 73. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
5 this paragraph, all the allegations of this Complaint.

6 74. Every landlord-tenant relationship requires that the landlord provide the tenant
7 with habitable and tenantable premises. In particular, the landlord must ensure that the premises
8 do not substantially lack any of the affirmative standard characteristics listed in Section 1941.1
9 or violate Section 17920.10 of the Health and Safety Code, or contain conditions deemed
10 substandard as set forth in Section 17920.3 of the Health and Safety Code to an extent they
11 endanger the life, limb, health, property, safety, or welfare of the public or the occupants of the
12 dwelling.

13 75. During the time periods elaborated above, the Property substantially lacked, as
14 delineated in Civil Code section 1941.1, several of the enumerated requirements for a habitable
15 dwelling, including: effective waterproofing and weather protection of roof and exterior walls;
16 unbroken windows and doors; plumbing or gas facilities maintained in good working order; a
17 water supply capable of producing hot and cold running water; heating facilities maintained in
18 good working order; electrical lighting and wiring conforming with applicable law at the time of
19 installation and maintained in good working order; clean and sanitary building and grounds, free
20 from vermin; and floors maintained in good repair.

21 76. During the time periods elaborated above, the Property substantially lacked the
22 standard characteristics necessary for habitation in a dwelling as delineated in Health and Safety
23 Code section 17920.3. Specifically, during the relevant time periods:

- 24 a) Unit 15521 has experienced: defective electrical wiring resulting in sparking and
25 burned electrical sockets; rusted doors and structurally unsound door frames;
26 broken walls behind the bathroom door; black mold-like growth on the bathroom
27 ceiling; rotting wood and rusted pipes under the bathroom and kitchen sinks; an
28 intense cockroach, spider, and insect infestation in the kitchen, bathroom, and

1 sitting room; a termite infestation resulting in perpetual termite dust along the
2 base of the unit's walls; improper ventilation of the living room; and inadequate
3 waterproofing resulting in moisture along the unit's interior baseboards; and
4 overgrown grass.

5 b) Unit 15521 ½ has experienced: a complete lack of hot water since approximately
6 April 2018; faulty electrical wiring which causes the sockets to spark and
7 lightbulbs to burn the walls for approximately the last year and a half; a severe
8 cockroach infestation; rotting baseboards destroyed by termites; a serious
9 infestation of ants, spiders, and other insects; rotting windows that fall out of the
10 frames if touched; huge gaping holes in the interior walls, allowing vermin
11 unfettered access to the unit; peeling plaster; broken window screens; cracked and
12 defective plumbing, including a toilet that won't flush; a rusted sink that spews
13 bright orange water; black mold underneath the sink; a defective lock on the front
14 door; flooding through cracks in the unit's foundation whenever it rains; stagnant
15 water in the yard caused by a neighboring tenant's leaking washing machine,
16 which gives rise to an insect infestation.

17 c) Unit 15523 has experienced: a red-tagged hot water boiler and lack of hot water
18 for almost a year; an utter lack of electricity in the kitchen, bathroom, and living
19 area for approximately one and a half years; a persistent infestation of
20 cockroaches, rats, and spiders; mold in the unit's bathroom and kitchen; a
21 crumbling and leaking kitchen sink that resulted in an infestation of live maggots
22 persisting for at least three months; moldy bathroom sink, flooring, walls, and
23 seals; a toilet that did not work for approximately five years; broken windows and
24 inadequate screens which fall off; an oven hood that does not ventilate properly;
25 and a complete lack of heating.

26 77. Defendants had actual and/or constructive notice of the defective conditions
27 alleged herein, but despite such notice, failed to abate the uninhabitable conditions at the
28 Property.

1 78. The defective conditions were not caused by wrongful or abnormal use of the
2 Property by Plaintiffs or anyone acting under their authority.

3 79. As a direct and proximate result of the aforementioned acts and omissions
4 committed by Defendants, Plaintiffs' units at the Property were rendered uninhabitable.

5 80. As a direct and proximate cause of Defendants' actions and inactions, Plaintiffs
6 suffered and continue to suffer actual and consequential damages, including diminution in value
7 of the leasehold, out-of-pocket costs, and property damage in an amount to be determined
8 according to proof, but which amount is within the jurisdictional requirements of this Court.

9 81. As a direct and proximate cause of Defendants' actions and inactions, Plaintiffs
10 suffered emotional distress including, but not limited to, feelings of anxiety, fearfulness,
11 frustration, depression, worry, discomfort, disgust, and shame.

12 82. Defendants' acts and omissions were done intentionally and in callous disregard
13 for Plaintiffs' comfort, safety, health, and well-being. Defendants' acts were willful, malicious,
14 and oppressive, amounting to despicable conduct that subjected Plaintiffs to cruel and unjust
15 hardship in conscious disregard of their rights, so as to entitle Plaintiffs to an award of punitive
16 and exemplary damages in an amount to be determined at trial.

SECOND CAUSE OF ACTION

Breach of Common Law Duty of Care, Including Tortious Negligence, Negligence *Per Se*, and Negligent Infliction of Emotional Distress (By All Plaintiffs Against All Defendants)

21 83. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
22 this paragraph, all the allegations of this Complaint.

23 84. By virtue of their landlord-tenant relationship, Defendants owe Plaintiffs a duty to
24 comply with ordinances, regulations, and other laws to ensure a sound living environment for
25 Plaintiffs.

26 85. Defendants have breached this duty by, among other things, refusing to conduct
27 necessary repairs at Plaintiffs' units at the Property; demanding and collecting rent while the
28 Property was uninhabitable; removing Plaintiff Lourdes Villegas and Plaintiff Alba Lara's

1 personal property from the premises without prior consent and with intent to terminate their
2 tenancies; changing Plaintiff Lourdes Villegas' lock with intent to terminate her tenancy and in
3 order to prevent her family from gaining reasonable access to the property; willfully causing the
4 termination of Plaintiff Lourdes Villegas and Plaintiff Bertha Villegas' water, heat, light, and
5 electricity; willfully causing the termination of Plaintiff Alba Lara's heat; interfering with
6 Plaintiffs' quiet enjoyment of the Property, and abusing the right of access to the Property.

7 86. As an owner, lessor, and property manager dealing in real property, Defendants
8 are responsible for abiding by the laws enumerated separately in the causes of action in this
9 complaint, the breach of which constitutes negligence *per se*.

10 87. Defendants knew, or reasonably should have known, that Plaintiffs would suffer
11 damages as a result of these breaches of duty.

12 88. As a direct and proximate cause of Defendants' actions and inactions, Plaintiffs
13 suffered and continue to suffer actual and consequential damages, including diminution in value
14 of the leasehold and out-of-pocket costs in an amount to be determined according to proof, but
15 which amount is within the jurisdictional requirements of this Court.

16 89. As a direct and proximate cause of Defendants' actions and inactions, Plaintiffs
17 have suffered emotional distress including, but not limited to, feelings of anxiety, fearfulness,
18 frustration, depression, worry, discomfort, disgust, and shame.

19 90. Defendants' negligence was a substantial factor in causing Plaintiffs' emotional
20 distress, which was a foreseeable, direct, and proximate result of Defendants' actions.

21 91. Defendants had actual notice of the defective conditions alleged herein, but
22 despite such notice, failed to abate the uninhabitable conditions at the Property.

23 92. Defendants' acts were willful, malicious, and oppressive, amounting to despicable
24 conduct that subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their
25 rights, so as to entitle Plaintiffs to an award of punitive and exemplary damages in an amount to
26 be determined at trial.

27 **THIRD CAUSE OF ACTION**

28 **Violation of Cal. Civ. Code § 3479 – Nuisance**

1 **(By All Plaintiffs Against All Defendants)**

2 93. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
3 this paragraph, all the allegations of this Complaint.

4 94. The conditions of the Property as described above constitute a nuisance within,
5 but not limited to, the meaning of Civil Code § 3479 *et seq.*, in that they are injurious to
6 Plaintiffs' health and safety and substantially interfere with Plaintiffs' comfortable enjoyment of
7 the premises.

8 95. Despite being required by law to abate the nuisance, Defendants have failed and
9 continue to fail to correct conditions that constitute a nuisance at the Property. Indeed,
10 Defendants have exacerbated these conditions at the Property by actively failing to provide:
11 effective waterproofing and weather protection of roof and exterior walls; unbroken windows
12 and doors; plumbing or gas facilities maintained in good working order; a water supply capable
13 of producing hot and cold running water; heating facilities maintained in good working order;
14 electrical lighting and wiring conforming with applicable law at the time of installation and
15 maintained in good working order; clean and sanitary building and grounds, free from insects,
16 vermin, and cockroaches; mold abatement; termite fumigation; floors maintained in good repair.

17 96. Defendants knew, or reasonably should have known, that Plaintiffs would be
18 injured as a result of Defendants' failure to abate the nuisance.

19 97. As a direct and proximate result of Defendants' failure to abate the nuisance, the
20 value of Plaintiffs' leasehold has been diminished. Consequently, Plaintiffs were damaged in an
21 amount equal to the rental payments due and paid during Plaintiffs' leasehold, or in an amount
22 equal to a portion of those payments to be proven at trial.

23 98. As a direct and proximate result of Defendants' actions and inactions, Plaintiffs
24 suffered and/or continue to suffer actual and consequential damages, including diminution in
25 value of the leasehold, out-of-pocket costs, reasonable medical expenses, and property damage
26 in an amount to be determined according to proof, but which amount is within the jurisdictional
27 requirements of this Court.

28 99. As a direct and proximate result of Defendants' actions and inactions, Plaintiffs

1 have suffered serious emotional distress including, but not limited to, feelings of anxiety,
2 fearfulness, frustration, depression, worry, discomfort, disgust, and shame.

3 100. Defendants' acts were willful, malicious, and oppressive, amounting to despicable
4 conduct that subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their
5 rights, so as to entitle Plaintiffs to an award of punitive and exemplary damages in an amount to
6 be determined at trial.

7 **FOURTH CAUSE OF ACTION**

8 **Violation of Cal. Civ. Code § 1927 – Covenant of Quiet Enjoyment**

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

10 101. Plaintiffs repeat, plead, and incorporate by reference, as though fully set forth in
11 this paragraph, all the allegations of this Complaint.

12 102. At all times relevant herein, California Civil Code section 1927 has made it
13 unlawful for landlords to interfere with their tenants' quiet enjoyment of a leased property.

14 103. Defendants have breached the covenant of quiet enjoyment by failing to repair the
15 habitability violations described herein and by failing to maintain the Property in a habitable
16 condition.

17 104. As a direct and proximate result of Defendants' conduct, Plaintiffs suffered and
18 continue to suffer actual and consequential damages, including diminution in value of the
19 leasehold, out-of-pocket costs, reasonable medical expenses, and property damage in an amount
20 to be determined according to proof, but which amount is within the jurisdictional requirements
21 of this Court.

22 105. As a direct and proximate result of Defendants' actions and inactions, Plaintiffs
23 have suffered serious emotional distress including, but not limited to, feelings of anxiety,
24 fearfulness, frustration, depression, worry, discomfort, disgust, and shame.

25 106. Plaintiffs also seek compensatory damages, special damages, and punitive
26 damages for Defendants' violations of Civil Code section 1927.

27 **FIFTH CAUSE OF ACTION**

28 **Violation of Cal. Civ. Code § 1942.4 – Demand and Collection of Rent**

1 **on an Untenantable Dwelling**

2 **(By Plaintiff Lourdes Villegas, Plaintiff Natalie Farias, Plaintiff Louie Farias, Plaintiff**
3 **Amira Green, and Plaintiff Charles Supo-Orija Against All Defendants)**

4 107. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
5 this paragraph, all the allegations of this Complaint.

6 108. Civil Code section 1942.4 prohibits a landlord from demanding and collecting
7 rent if the dwelling substantially lacks any of the standard characteristics necessary for
8 habitation in a dwelling delineated in Civil Code section 1941.1 or Health and Safety Code
9 section 17920.3; a public employee responsible for the enforcement of any housing law has
10 notified the landlord or their agent in writing of the obligation to repair the substandard
11 conditions; the conditions have not been abated 35 days after the date of the service of the
12 notice from the public employee; and the conditions were not caused by an act or omission of
13 the tenant.

14 109. During the time periods elaborated above, Plaintiffs' units at the Property
15 substantially lacked, as delineated in Civil Code section 1941.1, several of the enumerated
16 requirements for a habitable dwelling, including: effective waterproofing and weather protection
17 of roof and exterior walls; unbroken windows and doors; plumbing or gas facilities maintained
18 in good working order; a water supply capable of producing hot and cold running water; heating
19 facilities maintained in good working order; electrical lighting and wiring conforming with
20 applicable law at the time of installation and maintained in good working order; clean and
21 sanitary building and grounds, free from vermin; and floors maintained in good repair.

22 110. During the time periods elaborated above, the Property substantially lacked the
23 standard characteristics necessary for habitation in a dwelling as delineated in Health and Safety
24 Code section 17920.3. Specifically, during the relevant time periods at the Property:

- 25 a) Unit 15521 has experienced defective electrical wiring resulting in sparking and
26 burned electrical sockets; rusted doors and structurally unsound door frames;
27 broken walls behind the bathroom door; black mold-like growth on the bathroom
28 ceiling; rotting wood and rusted pipes under the bathroom and kitchen sinks; an

1 intense cockroach, spider, and insect infestation in the kitchen, bathroom, and
2 sitting room; a termite infestation resulting in perpetual termite dust along the
3 base of the unit's walls; improper ventilation of the living room; and inadequate
4 waterproofing resulting in moisture along the unit's interior baseboards; and
5 overgrown grass; and

6 b) Unit 15521 ½ has experienced a complete lack of hot water since approximately
7 April 2018; faulty electrical wiring which causes the sockets to spark and
8 lightbulbs to burn the walls for approximately the last year and a half; a severe
9 cockroach infestation; rotting baseboards destroyed by termites; a serious
10 infestation of ants, spiders, and other insects; rotting windows that fall out of the
11 frames if touched; huge gaping holes in the interior walls, allowing vermin
12 unfettered access to the unit; peeling plaster; broken window screens; cracked and
13 defective plumbing, including a toilet that won't flush; a rusted sink that spews
14 bright orange water; black mold underneath the sink; a defective lock on the front
15 door; flooding through cracks in the unit's foundation whenever it rains; stagnant
16 water in the yard caused by a neighboring tenant's leaking washing machine,
17 which gives rise to an insect infestation.

18 111. On or around November 9, 2020, the Los Angeles County Department of Public
19 Health issued to Defendant Ramon Rochel an official inspection report mandating that he abate
20 uninhabitable conditions in Unit 15521 ½ by December 2, 2020, including: about five live
21 cockroaches in the kitchen area; a hole in the kitchen cabinet; a red-tagged water heater; a lack
22 of water in the bathroom sink; a damaged base cover for the toilet; a loose showerhead with a
23 gap around the pipe; a gap around the shower stall allowing in a large infestation of ants into the
24 shower stall; an inoperable kitchen light; a large hole leading to the outside at the floorbase in
25 the restroom; a large hole in the kitchen wall under the kitchen window area; damaged and
26 missing floorbase around the perimeter of the restroom; holes above the shower; and peeling
27 paint on the kitchen wall near the kitchen window.

28 112. On or around November 18, 2020, the Los Angeles County Department of Public

1 Health again issued to Defendant Ramon Rochel an official inspection report mandating that he
2 correct uninhabitable conditions in Unit 15521 ½ by December 2, 2020, including: live
3 cockroaches in the kitchen; a red-tagged water heater; a lack of heat or hot water; a hole in the
4 exterior rear of the unit in between the heater room and the back entry door; a hole in the
5 hallway wall; peeling paint and a hole in the bathroom behind the toilet; a hole in the kitchen
6 wall; a detached and malfunctioning window; and an inoperable kitchen sink.

7 113. On or around December 7, 2020, the Los Angeles County Department of Public
8 Health issued Defendant Ramon Rochel an official inspection report mandating that he abate
9 uninhabitable conditions in Unit 15521 ½ including: more than ten live German nymph and
10 adult cockroaches in kitchen drawers; damaged/ holes in bathroom and kitchen walls; peeling
11 paint on the walls throughout unit; a complete lack of hot water in the unit; a red-tagged water
12 heater; a bathroom sink with no water; a damaged toilet base cover; a bathroom window that
13 detaches upon opening; an inoperable kitchen light; and a damaged front entrance door handle
14 with a hole in the door. A copy of the report was mailed to Defendant Ramon Rochel at 2350
15 Orange Ave., Costa Mesa, CA 92627, stating that Defendants' noncompliance was being
16 referred to the City Attorney's office.

17 114. On or around December 7, 2020, the Los Angeles County Department of Public
18 Health issued to Defendants a Notice to Abate, mandating that Defendants cure Unit 15521's
19 cockroach infestation, abate the presence of a mold-like substance in the bathroom and kitchen
20 areas, and repair the rotten wood underneath the bathroom sink by January 7, 2021. To date,
21 Defendants have made no repairs, and all conditions in the unit continue unabated.

22 115. The aforementioned substandard conditions existed, were not abated 35 days
23 beyond written notification by the Los Angeles County Department of Public Health of
24 Defendants' obligation to repair the substandard conditions, and Defendants' delay is without
25 good cause.

26 116. The substandard conditions were not caused by any act or omission of Plaintiffs.

27 117. After the Los Angeles County Department of Public Health notified Defendants
28 of their obligation to cure the substandard conditions at the Property, and while the Property

1 was in a condition of severe dilapidation and disrepair, Defendants demanded rent from Plaintiff
2 Lourdes Villegas, and demanded and collected rent from Plaintiff Amira Green and Plaintiff
3 Charles Supo-Orija.

4 118. As a direct and proximate cause of Defendants' actions and inactions, Plaintiffs
5 suffered and/or continue to suffer mental stress, emotional distress, shame, anxiety, depression,
6 helplessness, frustration, discomfort, annoyance, fear, loss in the value of the leasehold, and
7 property damage in an amount to be determined according to proof, but which amount is within
8 the jurisdictional requirements of this Court.

9 119. Additionally, Plaintiffs have been damaged by Defendants' conduct in an amount
10 equal to rents due and/or paid by Plaintiffs since the start of Defendants' ownership of the
11 Property, or an amount to be proven at trial.

12 120. Plaintiffs are entitled to actual damages sustained and to special damages of
13 \$5,000 per violation, under Civil Code section 1942.4(b)(1).

14 121. Plaintiffs are also entitled to reasonable attorneys' fees and costs, pursuant to
15 Civil Code section 1942.4(b)(2).

16 122. Furthermore, pursuant to Civil Code section 1942.(c), Plaintiffs are entitled to an
17 order by the Court mandating that Defendants abate any nuisance at the rental dwelling and to
18 repair any substandard conditions of the rental dwelling, as defined in Section 1941.1.

19 **SIXTH CAUSE OF ACTION**

20 **Violation of Los Angeles County Interim Rent Stabilization Ordinances**
21 **(By Plaintiff Lourdes Villegas, Plaintiff Natalie Farias, Plaintiff Louie Farias, Plaintiff**
22 **Amira Green, Plaintiff Charles Supo-Orija, and Plaintiff Bertha Villegas Against All**
23 **Defendants)**

24 123. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
25 this paragraph, all the allegations of this Complaint.

26 124. Effective December 20, 2018, the Los Angeles County Interim Rent Stabilization
27 Ordinance No. 2018-0045 barred landlords from requesting, receiving or retaining monthly rent
28 in an amount exceeding three percent above that which their tenants paid on September 11, 2018,

1 for any “Covered Rental Unit.”

2 125. A “Covered Rental Unit” is defined as any dwelling unit as defined in Civil Code
3 section 1940, subsection (c) located in an unincorporated area of Los Angeles County, other than
4 units with a Certificate of Occupancy issued after February 1, 1995 and units that are “alienable
5 separate from the title to any other dwelling unit”. Ordinance No. 2018-0045, section 3.A.

6 126. A “dwelling unit” as defined by Civil Code section 1940, subsection (c) is “a
7 structure or the part of a structure that is used as a home, residence, or sleeping place by one
8 person who maintains a household or by two or more persons who maintain a common
9 household.”

10 127. Each of Plaintiffs’ units at the Property are dwelling units within the meaning of
11 Civil Code section 1940, subsection (c), are located in unincorporated Los Angeles County, were
12 not issued a certificate of occupancy after February 1, 1995, and are not alienable separate from
13 the title to any other dwelling unit. Thus, Plaintiffs’ units at the Property are Covered Rental
14 Units, under the Los Angeles Interim Rent Stabilization Ordinance.

15 128. On or around April 16, 2019, the Los Angeles County Interim Rent Stabilization
16 Ordinance No. 2019-0018 extended Ordinance No. 2018-0045’s three percent rent-increase cap
17 through December 26, 2019.

18 129. On or around November 26, 2019, Los Angeles County Interim Rent Stabilization
19 Ordinance No. 2019-0064 extended Ordinance No. 2019-0018’s three percent rent-increase cap
20 through March 31, 2020.

21 130. As of September 11, 2018, Plaintiffs were paying to Defendants \$900 in monthly
22 rent for each dwelling unit. On or around October 1, 2018 Defendants issued to Plaintiffs a 60-
23 day rent-increase notice, raising Plaintiffs’ monthly rent from \$900 to \$1,000—an eleven percent
24 increase. Defendants demanded and collected \$1,000 of monthly rent from Plaintiffs every
25 month from January 1, 2019 until January 1, 2020, in violation of Ordinance No. 2018-0045 and
26 Ordinance No. 2019-0018.

27 131. On or around November 1, 2019, Defendants again issued to Plaintiffs a 60-day
28 rent-increase notice, this time increasing Plaintiffs’ monthly rent from \$1,000 to \$1,200, and

1 therefore effectuating a twenty percent rent increase in violation of Ordinance No. 2019-0018. In
2 violation of Ordinance No. 2019-0064, Defendants demanded and collected \$1,200 of monthly
3 rent from Plaintiffs every month from January 1, 2020 until April of 2020.

4 132. Defendants continued to demand and collect \$1,200 of monthly rent from Plaintiff
5 Bertha Villegas through June of 2020, and from Plaintiff Lourdes Villegas through October of
6 2020. Defendants continue to demand and collect \$1,200 of monthly rent from Plaintiff Amira
7 Green and Charles Supo-Orija through the present.

8 133. Defendants' violation of the Ordinance was willful, malicious, and oppressive,
9 amounting to despicable conduct that subjected Plaintiffs to cruel and unjust hardship in
10 conscious disregard of their rights, so as to entitle Plaintiffs to an award of punitive and
11 exemplary damages in an amount to be determined at trial.

12 134. Plaintiffs are entitled to actual damages and an order enjoining Defendants from
13 requesting, receiving or retaining rent from Plaintiffs in an amount exceeding three percent per
14 annum of the monthly rent that was in effect for Plaintiffs on September 11, 2018.

15 135. Additionally, Plaintiffs are entitled to attorneys' fees and costs, pursuant to
16 Ordinance No. 2018-0045, section 7.

17 **SEVENTH CAUSE OF ACTION**

18 **Violation of Cal. Civ. Code § 52.1 – Bane Act**

19 **(By All Plaintiffs Against All Defendants)**

20 136. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
21 this paragraph, all the allegations of this Complaint.

22 137. Civil Code section 52.1 prohibits any person or persons, whether or not acting
23 under color of law, from interfering by threat, intimidation, or coercion, or attempting to interfere
24 by threat, intimidation, or coercion, with the exercise or enjoyment by any individual or
25 individuals of rights secured by the Constitution or laws of the United States, or of the rights
26 secured by the Constitution or laws of the state of California.

27 138. Defendants, by their threats, intimidation, or coercion, intentionally interfered or
28 attempted to interfere with Plaintiffs' exercise and enjoyment of their statutory rights secured by

1 the above-referenced statutes and common law.

2 139. As elaborated above, Defendants engaged in a violent, terrifying course of
3 conduct meant to force, threaten, and menace Plaintiff out of the Property in violation of the
4 Plaintiffs' rights under LAC RSO, including by:

- 5 i. Seeking to force Plaintiffs into vacating the Property by refusing to maintain the
6 Property in a habitable condition;
- 7 ii. Towing Plaintiff Lourdes Villegas' car from her designated parking space at the
8 Property when Defendants knew that Plaintiff Natalie Farias' wheelchair was
9 inside the vehicle;
- 10 iii. Towing Plaintiff Alba Lara's car when Defendants knew that Plaintiff was
11 pregnant;
- 12 iv. Defendant Ramon Rochel physically blocking Plaintiff Alba Lara into her car on
13 May 4, 2021 with his body in an attempt to prevent her from moving her vehicle
14 so that it would not be towed from her designated parking spot at the Property;
- 15 v. Defendant Ramon Rochel purposefully puncturing Plaintiff Lara Alba's water
16 hose;
- 17 vi. Defendant Ramon Rochel breaking into Unit 15521 ½ on October 30, 2020 and
18 drilling out the front door lock while Plaintiff Lourdes Villegas was giving
19 Plaintiff Natalie Farias intravenous infusion-transfusion chemotherapy, and while
20 11-year-old Plaintiff Louie Farias was inside the dwelling;

21 140. As a proximate result of Defendants' wrongful conduct, Plaintiffs suffered, and
22 continue to suffer harm, in an amount according to proof.

23 141. Pursuant to Civil Code section 52, Defendants are liable to Plaintiffs in an amount
24 of statutory and punitive damages to be proven at trial, and for attorneys' fees and costs
25 incurred in this action.

26 142. Plaintiffs are also entitled to injunctive relief and other equitable relief per Civil
27 Code section 52.1, subsection (b).

28 **EIGHTH CAUSE OF ACTION**

1 **Violation of Cal. Civ. Code § 51 – Unruh Act**

2 **(By Plaintiff Natalie Farias, Plaintiff Louie Farias, Plaintiff Alba Lara, and Plaintiff Amira**
3 **Green Against All Defendants)**

4 143. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
5 this paragraph, all the allegations of this Complaint.

6 144. California Civil Code section 51 (“the Unruh Act”) states that, “[a]ll persons
7 within the jurisdiction of this state are free and equal, and no matter what their sex, race, color,
8 religion, ancestry, national origin, disability, medical condition, genetic information, marital
9 status, sexual orientation, citizenship, primary language, or immigration status are entitled to the
10 full and equal accommodations, advantages, facilities, privileges, or services in all business
11 establishments of every kind whatsoever.” Cal. Civ. Code § 51(b).

12 145. The Unruh Act defines physical disability to include any physiological disease,
13 disorder, condition, cosmetic disfigurement, or anatomical loss that affects any one or more of
14 the following body systems: neurological, immunological, musculoskeletal, special sense
15 organs, respiratory, including speech organs, cardiovascular, reproductive, digestive,
16 genitourinary, hemic and lymphatic, skin, and endocrine; and which limits a major life activity,
17 broadly construed. Cal. Civ. Code § 51(e)(1); Cal. Gov. Code § 12926.

18 146. Under the Unruh Act, “sex” includes, but is not limited to, pregnancy or medical
19 conditions related to pregnancy, as well as a person’s gender. Cal Civ. Code § 51(r)(1)-(2).
20 Within the meaning of the Unruh Act, “gender” includes a person’s gender identity and gender
21 expression. Cal Civ. Code § 51(r)(2).

22 147. Defendants conduct business in the State of California, as purveyors of housing
23 accommodations to Plaintiffs.

24 148. Plaintiff Natalie Farias has muscular dystrophy, a physical disability within the
25 meaning of the Unruh Act. Defendants have denied Plaintiff Natalie Farias full and equal
26 accommodations at the Property because of her physical disability, through Defendants’ actions
27 and inactions, including, but not limited to:

- 28 i. Refusing to exterminate cockroaches in Unit 15521 ½ despite a letter from

1 Plaintiff Natalie Farias' doctor, a pediatrician at UCLA Mattel Children's
2 Hospital, informing Defendants that such measures were necessary for the health
3 of a child with a chronic health condition like Plaintiff Natalie Farias;

- 4 ii. Towing Plaintiff Lourdes Villegas car, knowing that it contained Plaintiff Farias
5 Villegas' wheelchair;
- 6 iii. Failing to provide functional temperature regulation and access to clean hot water
7 in Unit 15521 ½;
- 8 iv. Defendant Ramon Rochel knowingly breaking into Unit 15521 ½ while Plaintiff
9 Natalie Farias was undergoing infusion therapy within the dwelling;
- 10 v. Refusing to allow Plaintiff Natalie Farias to erect a canopy in the front of Unit
11 15521 ½ so that she can perform her physical therapy exercises away from the
12 unit's cockroaches and in the shade.

13 149. Defendants have denied Plaintiff Amira Green and Plaintiff Louie Farias full and
14 equal accommodations at the Property because of their physical disability of chronic asthma,
15 through Defendants' actions and inactions, including, but not limited to:

- 16 i. Refusing to exterminate cockroaches and abate mold in Units 15521 and 15521
17 ½.

18 150. Defendants have denied Plaintiff Alba Lara full and equal accommodations at the
19 Property because of her sex and gender, through Defendants' actions and inactions, including,
20 but not limited to:

- 21 i. Towing Plaintiff Alba Lara's car from its designated parking spot multiple times
22 while Plaintiff Alba Lara was pregnant;
- 23 ii. On January 12, 2021, refusing to cancel the towing request when Plaintiff Lara
24 Alba was hospitalized because she bumped her stomach in her hurry to move her
25 car before it was towed;
- 26 iii. Defendant Ramon Rochel puncturing Plaintiff Alba Lara's watering hose after he
27 told her that nothing would be done in Unit 15523 until she showed him respect.

28 151. Defendants' actions were substantially motivated by the sex, gender, and

1 disability status of the aforementioned Plaintiffs, respectively.

2 152. Plaintiffs suffered damages, including emotional distress, in an amount to be
3 determined at trial, as well as reasonable medical expenses.

4 153. Defendants' actions and inactions were substantial factors in causing harm to
5 Plaintiffs.

6 154. Plaintiffs are entitled to statutory damages in any amount that may be determined
7 at trial, up to three times the amount of actual damages, but in no case less than \$4,000 for each
8 violation of the Unruh Act. Cal. Civ. Code § 52(a).

9 155. Defendants' actions were willful, malicious, fraudulent, and oppressive, and were
10 committed with the wrongful intent to injure Plaintiffs in conscious disregard of their civil
11 rights under the laws of the State of California. Thus, Plaintiffs are entitled to an award of
12 exemplary and punitive damages. Cal. Civ. Code § 3294.

13 156. Pursuant to California Civil Code section 52, subsection (a), Plaintiffs are entitled
14 reasonable attorneys' fees.

15 **NINTH CAUSE OF ACTION**

16 **Violation of Cal. Gov. Code §§ 12900 *et seq.* – California Fair Employment
17 and Housing Act**

18 **(By Plaintiff Natalie Farias, Plaintiff Louie Farias, Plaintiff Alba Lara, and Plaintiff Amira
19 Green Against All Defendants)**

20 157. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
21 this paragraph, all the allegations of this Complaint.

22 158. The Fair Employment and Housing Act ("FEHA") prohibits the owner of any
23 housing accommodation from discriminating against or harassing any person on the basis of the
24 race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital
25 status, national origin, ancestry, familial status, source of income, disability, veteran or military
26 status, or genetic information of that person. Cal. Gov. Code § 12955(a).

27 159. FEHA also makes it unlawful for any person to deny or to aid, incite, or conspire
28 in the denial of the rights created by the Unruh Act. Cal. Gov. Code § 12948.

1 160. FEHA further prohibits any person subject to the Unruh Act, as it applies to
2 housing accommodations, from discriminating against any person on the basis of sex, gender,
3 gender identity, gender expression, sexual orientation, color, race, religion, ancestry, national
4 origin, familial status, marital status, disability, genetic information, source of income, veteran
5 or military status, or on any other basis prohibited by that section. Cal. Gov. Code § 12955(d).

6 161. “Discrimination” within the meaning of FEHA includes the provision of inferior
7 terms, conditions, privileges, facilities, or services in connection with those housing
8 accommodations, and includes harassment in connection with those housing accommodations.
9 Cal. Gov. Code § 12927(c)(1).

10 162. The Property is a “housing accommodation” within the meaning of FEHA, as it
11 consists of buildings that are occupied as, or intended for occupancy as, residences by one or
12 more families. Cal. Gov. Code § 12927.

13 163. Defendants have intentionally discriminated against Plaintiffs in violation of
14 FEHA, and have denied Plaintiffs their rights as created by the Unruh Act, by engaging in
15 actions and inactions, including, but not limited to:

- 16 a) Denying Plaintiff Natalie Farias full and equal accommodations at the Property
17 because of her physical disability, by:
- 18 i. Refusing to exterminate cockroaches in Unit 15521 ½ despite a letter from
19 Plaintiff Natalie Farias’ doctor, a pediatrician at UCLA Mattel Children’s
20 Hospital, informing Defendants that such measures were necessary for the health
21 of a child with a chronic health condition like Plaintiff Natalie Farias;
 - 22 ii. Towing Plaintiff Lourdes Villegas car, knowing that it contained Plaintiff Natalie
23 Farias’ wheelchair;
 - 24 iii. Failing to provide functional temperature regulation and access to clean hot water
25 in Unit 15521 ½;
 - 26 iv. Defendant Ramon Rochel knowingly breaking into Unit 15521 ½ while Plaintiff
27 Natalie Farias was undergoing infusion therapy within the dwelling;
 - 28 v. Refusing to allow Plaintiff Natalie Farias to erect a canopy in the front of Unit

1 15521 ½ so that she can perform her physical therapy exercises away from the
2 unit's cockroaches and in the shade.

3 b) Denying Plaintiff Louis Farias and Plaintiff Amira Green full and equal
4 accommodations at the Property because of their physical disabilities by:

5 i. Refusing to exterminate cockroaches and abate mold in Units 15521 and 15521
6 ½.

7 c) Denying Plaintiff Alba Lara full and equal accommodations at the Property because
8 of her sex, gender, and disability by:

9 i. Towing Plaintiff Alba Lara's car from its designated parking spot multiple times
10 while Plaintiff Alba Lara was pregnant;

11 ii. In one instance, refusing to cancel the towing request when Plaintiff Lara Alba
12 was hospitalized because she bumped her stomach in her hurry to move her car
13 before it was towed;

14 iii. Defendant Ramon Rochel puncturing Plaintiff Alba Lara's watering hose after he
15 told her that nothing would be done in Unit 15523 until she showed him respect.

16 164. Defendants' aforementioned actions and inactions are discriminatory housing
17 practices substantially motivated by the sex, gender, and disability status of the aforementioned
18 Plaintiffs, respectively.

19 165. Defendants' actions and inactions caused a discriminatory effect on Plaintiffs, on
20 the basis of the sex, gender, and disability status of the aforementioned Plaintiffs, respectively.

21 166. Defendants' actions and inactions were substantial factors in causing harm to
22 Plaintiffs.

23 167. As a direct and proximate result of Defendants' actions and inactions, Plaintiffs
24 suffered and/or continue to suffer mental stress, emotional distress, shame, anxiety, depression,
25 helplessness, frustration, discomfort, annoyance, fear, loss in the value of the leasehold, and
26 property damage in an amount to be determined according to proof, but which amount is within
27 the jurisdictional requirements of this Court.

28 168. Plaintiffs are entitled to actual damages, including emotional distress damages, in

1 an amount to be determined at trial, as well as injunctive relief. Cal. Gov. Code § 12989.2.

2 169. Defendants’ actions and inactions were willful, malicious, fraudulent, and
3 oppressive, and were committed with the wrongful intent to injure the Plaintiffs in conscious
4 disregard of their civil rights under the laws of the State of California. Plaintiffs are thus entitled
5 to an award of exemplary and punitive damages. Cal. Gov. Code § 12989.2; Cal Civ. Code §
6 3294.

7 170. Plaintiffs are also entitled to attorneys’ fees and costs incurred in this action. Cal.
8 Gov. Code § 12989.2.

9 **TENTH CAUSE OF ACTION**

10 **Violation of Cal. Civ. Code § 51.7 – Ralph Act**

11 **(By Plaintiff Alba Lara, Plaintiff Natalie Farias, and Plaintiff Lourdes Villegas**

12 **Against Defendant Ramon Rochel)**

13 171. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
14 this paragraph, all the allegations of this Complaint.

15 172. California Civil Code section 51.7 (“the Ralph Act”) prohibits any person from
16 committing violence, intimidation by threat of violence against another person because of any
17 characteristic protected under the California Civil Code section 51, subsection (b). Cal. Civ.
18 Code § 51.7(a).

19 173. Defendant Ramon Rochel threatened violence against Plaintiff Alba Lara because
20 of her sex and gender by physically blocking her into her car with his body on May 5, 2021, and
21 on September 1, 20201 by puncturing Plaintiff Alba Lara’s watering hose after he told her that
22 nothing would be done in Unit 15523 until she showed him respect.

23 174. Defendant Ramon Rochel threatened violence against Plaintiff Natalie Farias
24 because of her physical disability, when Defendant broke into, and drilled out the lock of, Unit
25 15521 ½ while Plaintiff Natalie Farias was within the dwelling, hooked up to an IV to receive
26 chemotherapy infusion for her condition.

27 175. Defendant Ramon Rochel threatened violence against Plaintiff Lourdes Villegas
28 because of her sex, gender, and marital status, when he broke into, and drilled out the lock of,

1 Unit 15521 ½ in order to physically evict the family, while Plaintiff Lourdes Villegas was alone
2 inside with her children.

3 176. Defendant Ramon Rochel's actions were substantially motivated by Plaintiffs'
4 sex, gender, disability, and marital status, respectively.

5 177. A reasonable person in Plaintiffs' position would have believed that Defendant
6 Ramon Rochel would carry out his threats and would have been intimidated by his conduct.

7 178. Defendant's actions were a substantial factor in causing harm to Plaintiffs.

8 179. As a result of Defendant's violations of the Ralph Act, Plaintiffs suffered and/or
9 continue to suffer mental stress, emotional distress, anxiety, helplessness, fear, and loss in the
10 value of the leasehold.

11 180. Defendant's actions were willful, malicious, fraudulent, and oppressive, and were
12 committed with the wrongful intent to injure Plaintiffs in conscious disregard of their rights.
13 Plaintiffs are thereby entitled to an award of exemplary and punitive damages. Cal. Civ. Code §
14 52(b)(1).

15 181. Pursuant to California Civil Code section 52, subsection (b)(2), Plaintiffs are each
16 entitled to a civil penalty of \$25,000.

17 182. Additionally, Plaintiffs are entitled to attorneys' fees as may be determined by the
18 court. Cal. Civ. Code § 52(b)(3).

19 **ELEVENTH CAUSE OF ACTION**

20 **Violation of Cal. Civ. Code §§ 1942.5(a) & 1942.5(d) – Retaliation**

21 **(By Plaintiff Bertha Villegas, Plaintiff Lourdes Villegas, Plaintiff Amira Green, and**
22 **Plaintiff Charles Supo-Orija Against All Defendants)**

23 183. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
24 this paragraph, all the allegations of this Complaint.

25 184. At all times relevant hereto, Civil Code § 1942.5(a) has prohibited a landlord
26 from threatening to evict a tenant, terminating a tenancy, causing a tenant to quit a property
27 involuntarily, decreasing a tenant's services or otherwise taking adverse action against a tenant in
28 retaliation for the tenant's written or oral complaint regarding the habitability or tenantability of

1 his unit to the landlord or by written or oral complaint registered or otherwise recorded in
2 writing, to a government agency, of which the landlord has notice, made for the purpose of
3 obtaining correction of a condition relating to tenantability, within 180 days from the date of the
4 tenant's complaint if the tenant is not in default as to the payment of his rent.

5 185. At all times relevant hereto, Civil Code section 1942.5, subsection (d) has made it
6 "unlawful for a lessor to increase rent, decrease services, cause a lessee to quit involuntarily,
7 bring an action to recover possession, or threaten to do any of those acts, for the purpose of
8 retaliating against the lessee because the lessee has lawfully organized or participated in a
9 lessees' association or an organization advocating lessees' rights or has lawfully and peaceably
10 exercised any rights under the law."

11 186. For approximately a year before she was constructively evicted from the Property,
12 Plaintiff Bertha Villegas reported the uninhabitable slum housing conditions at Unit 15523 to
13 Defendants' property manager Elena Cano, and requested that Defendants make immediate
14 repairs. In response, Elena Cano made no effort to abate the uninhabitable conditions, instead
15 replying that, "You can leave if you're not happy here. Just give us 30 days' notice." Indeed, in
16 retaliation for Plaintiff Bertha Villegas' complaints, Defendants sought to, and eventually did,
17 force Plaintiff Bertha Villegas to quit the Property involuntarily within 180 days of her
18 complaints, by permitting the Property to remain in a condition that was substandard,
19 untenable, and a threat to Plaintiff's health and safety.

20 187. Each of the aforementioned acts was done to cause Plaintiff Bertha Villegas to
21 quit the Property involuntarily and with the intention of retaliating against Plaintiff for
22 complaining about the conditions of the property. Each of these acts was done within 180 days of
23 Plaintiff's written and/or oral complaints to the landlord, of which Defendants had notice,
24 regarding habitability or tenantability at the Property, which were made for the purpose of
25 obtaining correction of a condition relating to tenantability at the Property. During the time that
26 Defendants committed these acts, Plaintiff Bertha Villegas was not in default of her rent; thus,
27 each of these acts was therefore done in violation of Civil Code sections 1942.5(a) and
28 1942.5(d).

1 188. In the months leading up to Plaintiff Bertha Villegas' constructive eviction,
2 Plaintiff Lourdes Villegas was particularly vocal in expressing her concerns to Defendants about
3 the uninhabitable living conditions that her mother, Plaintiff Bertha Villegas, was experiencing.
4 Then, during the summer of 2020, Plaintiff Lourdes Villegas reported to Defendants, both
5 verbally and in writing, that her own unit, Unit 15521 ½, was experiencing a severe infestation of
6 cockroaches which needed to be immediately abated. In retaliation, on or around September 1,
7 2020, Defendants threatened to terminate Plaintiff Lourdes Villegas' tenancy without cause,
8 despite the Los Angeles County Moratorium on no-fault evictions and notwithstanding that
9 Plaintiff Lourdes Villegas was not in default of her rent at the time.

10 189. Each of the aforementioned acts was done to cause Plaintiff Lourdes Villegas to
11 quit the Property involuntarily and with the intention of retaliating against Plaintiff for
12 complaining about the conditions of the property. Each of these acts was done within 180 days of
13 Plaintiff's written and/or oral complaints to the landlord and/or written or oral complaints
14 recorded in writing to a government agency, of which Defendants had notice, regarding
15 habitability or tenantability at the Property, which were made for the purpose of obtaining
16 correction of a condition relating to tenantability at the Property. Each of these acts was therefore
17 done in violation of Civil Code sections 1942.5(a) and 1942.5(d).

18 190. On or around October 30, 2020, Plaintiff Lourdes Villegas began participating in
19 the Compton Tenants Union ("CTU"), in order to exercise her rights under the law. Defendants
20 were and are aware of her participation, as Defendant Ramon Rochel verbally threatened a
21 member of CTU who was physically present at the Property while Defendant Ramon Rochel
22 attempted to break into Unit 15521 ½ on October 30, 2020.

23 191. On or around November 15, 2020, Plaintiff Lourdes Villegas peaceably exercised
24 her legal rights under California Code of Civil Procedure 1179.03, and provided Defendants with
25 a declaration of inability to pay rent in full due to COVID-19 related financial distress. On
26 November 17, 2020, in retaliation for Plaintiff Lourdes Villegas' peaceable exercise of her legal
27 rights, Defendant Ramon Rochel decreased Plaintiff's housing services by attempting to tow
28 Plaintiff Lourdes Villegas' car from her assigned parking space at the Property. In doing so,

1 Defendant Ramon Rochel violated Civil Code section 1942.5, subsection (d).

2 192. On or around January 12, 2021, Plaintiff Alba Lara peaceably exercised her legal
3 rights under California Code of Civil Procedure section 1179.03, and provided Defendants with a
4 declaration of inability to pay rent in full due to COVID-19 related financial distress. That same
5 day, in retaliation for Plaintiff Alba Lara's peaceable exercise of her legal rights, Defendant
6 Ramon Rochel decreased Plaintiff's housing services by towing Plaintiff Alba Lara's car from
7 her assigned parking space at the Property. In doing so, Defendant Ramon Rochel violated Civil
8 Code section 1942.5, subsection (d).

9 193. On or around December 7, 2020, Plaintiff Charles Supo-Orija and Plaintiff Amira
10 Green filed a complaint with the Los Angeles County Public Health Department about the
11 uninhabitable conditions in Unit 15521. In response, the Public Health Department issued to
12 Defendants a Notice to Abate, mandating that Defendants cure Unit 15521's cockroach
13 infestation, abate the presence of a mold-like substance in the bathroom and kitchen areas, and
14 repair the rotten wood underneath the bathroom sink by January 7, 2021. Then too, on or around
15 January 25, 2021, Plaintiff Amira Green served Defendant Ramon Rochel with a copy of her
16 application to the Los Angeles County Department of Business and Consumer Affairs for a rent
17 adjustment, pursuant to the Los Angeles County Rent Control Ordinance, advising that, "I have
18 been living with a consistent infestation of roaches and termites in my dwelling. There is a lot of
19 mold in the bathroom. There are also rotten areas of wood under the sink. Broken walls behind
20 the bathroom door."

21 194. In retaliation for Plaintiffs' complaints to the County agencies, beginning in
22 January and continuing through the time of the filing of this complaint, Defendants have refused
23 to answer Plaintiff Charles Supo-Orija's questions about when and how Defendants will collect
24 the rent, and have expressed that they are now "having a problem with Charles not being on the
25 lease" despite having accepted rent from Plaintiff Charles Supo-Orija in the past with full
26 knowledge that he resides at the Property.

27 195. Each of the aforementioned acts was done to cause Plaintiffs Amira Green and
28 Plaintiff Charles Supo-Orija to quit the Property involuntarily and with the intention of

1 retaliating against Plaintiffs for complaining about the conditions of the property. Each of these
2 acts was done within 180 days of Plaintiffs' written and/or oral complaints to the landlord and/or
3 written or oral complaints recorded in writing to a government agency, of which Defendants had
4 notice, regarding habitability or tenantability at the Property, which were made for the purpose of
5 obtaining correction of a condition relating to tenantability at the Property. Each of these acts
6 was therefore done in violation of Civil Code sections 1942.5(a) and 1942.5(d).

7 196. Plaintiffs have been damaged by Defendants' retaliatory acts in an amount
8 according to proof, but that is above the jurisdictional minimum of this Court.

9 197. Each of Defendants' retaliatory acts was fraudulent, oppressive, and/or malicious,
10 entitling each Plaintiff to \$2,000 in punitive damages under Civil Code § 1942.5(h) for each
11 retaliatory act.

12 198. Plaintiffs are also entitled to their reasonable attorneys' fees and costs under Civil
13 Code section 1942.5, subsection (i) for each of Defendants' retaliatory acts.

14 **TWELFTH CAUSE OF ACTION**

15 **Violation of Cal. Civ. Code § 789.3**

16 **(By All Plaintiffs Against All Defendants)**

17 199. Plaintiffs repeat, replead, and incorporate by reference all allegations contained in
18 the preceding paragraphs as if fully set forth herein.

19 200. California Civil Code, section 789.3, subsection (a) states that, "A landlord shall
20 not with intent to terminate the occupancy under any lease or other tenancy or estate at will,
21 however created, of property used by a tenant as his residence willfully cause, directly or
22 indirectly, the interruption or termination of any utility service furnished the tenant, including,
23 but not limited to, water, heat, light, electricity, gas, telephone, elevator, or refrigeration, whether
24 or not the utility service is under the control of the landlord.

25 201. Additionally, California Civil Code, section 789.3, subsection (b) makes it
26 unlawful for a landlord to, "with intent to terminate the occupancy under any lease or other
27 tenancy or estate at will, however created, of property used by a tenant as his or her residence,
28 willfully: (1) [p]revent the tenant from gaining reasonable access to the property by changing the

1 locks or using a bootlock or by any other similar method or device; (2) [r]emove outside doors or
2 windows; or (3) [r]emove from the premises the tenant's personal property, the furnishings, or
3 any other items without the prior written consent of the tenant.”

4 202. Defendants have, with the intent to terminate the tenancy of Plaintiff Lourdes
5 Villegas, Plaintiff Natalie Farias, and Plaintiff Louie Farias, caused the interruption and
6 termination of utilities in Unit 15521 ½ in violation of Civil Code section 789.3, subsection (a)
7 by refusing to repair: the complete lack of hot water since approximately April 2018; faulty
8 electrical wiring which causes the sockets to spark and lightbulbs to burn the walls for
9 approximately the last year and a half; defective plumbing, including a toilet that won't flush;
10 and a rusted sink that spews bright orange water.

11 203. Defendants have, with the intent to terminate the tenancy of Plaintiff Bertha
12 Villegas' tenancy, caused the interruption and termination of utilities in Unit 15523 in violation
13 of Civil Code section 789.3, subsection (a) by refusing to repair: a red-tagged hot water boiler
14 and lack of hot water for at least nine months; an utter lack of electricity in the kitchen,
15 bathroom, and living area for approximately one and a half years; a toilet that did not work for
16 approximately five years; and a complete lack of heating. Due to the aforementioned conditions,
17 Plaintiff Bertha Villegas was forced to vacate her home on or around June 30, 2020.

18 204. As a direct and proximate result of Defendants' interruption and termination of
19 utility services described herein, Plaintiffs suffered and/or continue to suffer severe emotional
20 distress, mental stress, emotional distress, shame, anxiety, depression, helplessness, frustration,
21 discomfort, annoyance, fear, and loss in the value of the leasehold, in an amount to be
22 determined according to proof, but which amount is within the jurisdictional requirements of this
23 Court.

24 205. Additionally, as a direct and proximate result of Defendants' interruption and
25 termination of utility services, in June of 2020, Plaintiff Bertha Villegas was constructively
26 evicted from her home of over 40 years, because she could no longer stand to live with the
27 uninhabitable slum conditions of Unit 15523.

1 206. On October 30, 2020, with the intent to terminate the occupancy of Plaintiff
2 Lourdes Villegas, Plaintiff Natalie Farias, and Plaintiff Louie Farias, and in violation of Civil
3 Code section 789.3, subsection (b), Defendant Ramon Rochel changed the lock to the outside
4 door of Unit 15521 ½, so as to prevent Plaintiffs from gaining reasonable access.

5 207. As a direct and proximate cause of Defendants' forcible entry as described herein,
6 Plaintiffs suffered and/or continue to suffer mental stress, emotional distress, anxiety, depression,
7 helplessness, frustration, discomfort, annoyance, fear, and loss in the value of the leasehold, in an
8 amount to be determined according to proof, but which amount is within the jurisdictional
9 requirements of this Court.

10 208. On January 12, 2021, as well as on approximately five subsequent instances,
11 Defendants have, with intent to terminate Plaintiff Alba Lara's occupancy in violation of Civil
12 Code section 789.3, removed from the premises Plaintiff Alba Lara's personal property, without
13 the prior written consent of the tenant, by towing her car from its designated parking space at the
14 Property.

15 209. On November 17, 2020, Defendants, with intent to terminate Plaintiff Lourdes
16 Villegas' occupancy in violation of Civil Code section 789.3, attempted to remove from the
17 premises Plaintiff Lourdes Villegas' personal property, without her prior written consent, by
18 towing her car from its designated parking space at the Property.

19 210. As a direct and proximate result of Defendants' removal of Plaintiffs' personal
20 property as described herein, Plaintiffs suffered and/or continue to suffer severe emotional
21 distress, mental stress, emotional distress, shame, anxiety, depression, helplessness, frustration,
22 discomfort, annoyance, fear, loss in the value of the leasehold, medical expenses, and property
23 damage in an amount to be determined according to proof, but which amount is within the
24 jurisdictional requirements of this Court.

25 211. Pursuant to California Civil Code section 789.3, subsection (c), Plaintiffs are
26 entitled to actual damages, as well as statutory damages of \$100 for instance and each day
27 Defendants remained in violation of Civil Code section 789.3, but no less than \$250 for each
28 separate cause of action.

1 212. Moreover, Defendants are liable to Plaintiffs for statutory damages in the amount
2 of \$2,500 for each violation of Civil Code section 789.3 that occurred after Plaintiff Lourdes
3 Villegas and Plaintiff Alba Lara provided Defendants with a declaration of COVID-19 financial
4 distress pursuant to Section 1179.03 of the Code of Civil Procedure. Civil Code § 789.4(a).

5 213. Defendants’ conduct was willful, malicious, and oppressive, amounting to
6 despicable conduct that subjected Plaintiffs to cruel and unjust hardship in conscious disregard of
7 her rights, so as to entitle Plaintiffs to an award of punitive and exemplary damages in an amount
8 to be determined at trial.

9 **THIRTEENTH CAUSE OF ACTION**

10 **Violation of Cal. Civ. Code § 1159 – Forcible Entry**

11 **(By Plaintiff Lourdes Villegas, Plaintiff Natalie Farias, Plaintiff Louie Farias, and Plaintiff**
12 **Bertha Villegas Against All Defendants)**

13 214. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
14 this paragraph, all the allegations of this Complaint.

15 215. California Code of Civil Procedure section 1159 states that, “every person is
16 guilty of forcible entry who. . . [b]y breaking open doors, windows, or other parts of a house, or
17 by any other kind of violence or circumstance of terror enters upon or into any real property.

18 216. California Code of Civil Procedure section 1159 defines “party in possession” as
19 “any person who hires real property . . . includ[ing] a boarder or lodger, except those persons
20 whose occupancy is described in subdivision (b) of Section 1940 of the Civil Code.”

21 217. Plaintiff Lourdes Villegas, Plaintiff Natalie Farias, and Plaintiff Louie Farias,
22 were parties in possession of Unit 15521 ½ on October 30, 2020, when Defendant Ramon
23 Rochel forcibly entered Unit 15521 ½ without permission by breaking open the outside door to
24 Plaintiffs’ unit with a drill. Defendant Ramon Rochel then attempted to break down the interior
25 door to Unit 15521 ½ with his body, while Plaintiff Lourdes Villegas was inside with her two
26 minor children, Plaintiff Natalie Farias and Plaintiff Louie Farias, thus entering upon the
27 Property under circumstances of terror.

28 218. Plaintiff Bertha Villegas was the party in possession of Unit 15523 on June 4,

1 2020, when Defendants and their agents physically forced themselves into Unit 15523 in the
2 middle of the COVID-19 pandemic, without providing a 24-hour notice, and despite Plaintiff's
3 protests that she was immunocompromised.

4 219. As a direct and proximate cause of Defendants' forcible entry, Plaintiff Lourdes
5 Villegas, Plaintiff Natalie Farias, Plaintiff Louie Farias, and Plaintiff Bertha Villegas suffered
6 and/or continue to suffer mental stress, emotional distress, anxiety, depression, helplessness,
7 frustration, discomfort, annoyance, fear, and loss in the value of the leasehold, in an amount to
8 be determined according to proof, but which amount is within the jurisdictional requirements of
9 this Court.

10 220. Defendants' tortious acts were willful, malicious, and oppressive, amounting to
11 despicable conduct that subjected Plaintiffs to cruel and unjust hardship in conscious disregard of
12 her rights, so as to entitle Plaintiffs to an award of punitive and exemplary damages in an amount
13 to be determined at trial.

14 **FOURTEENTH CAUSE OF ACTION**

15 **Violation of Cal. Civ. Code § 1940.2 - Interference with Quiet Enjoyment**

16 **(By Plaintiff Lourdes Villegas, Plaintiff Natalie Farias, Plaintiff Louie Farias, Plaintiff Alba**
17 **Lara, and Plaintiff Bertha Villegas Against All Defendants)**

18 221. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
19 this paragraph, all the allegations of this Complaint.

20 222. At all times relevant herein, California Civil Code section 1940.2, subsection
21 (a)(3) has made it unlawful for a landlord to "use, or threaten to use, force, willful threats, or
22 menacing conduct constituting a course of conduct that interferes with the tenant's quiet
23 enjoyment of the premises".

24 223. At all times relevant herein, California Civil Code section 1940.2, subsection
25 (a)(4) has made it unlawful for a landlord to "commit a significant and intentional violation of
26 Section 1954 [of the California Civil Code]."

27 224. At all times relevant herein, California Civil Code section 1954 has made it
28 unlawful for a landlord to make an unauthorized entry into a rented premises, abuse the right of

1 access, or use it to harass a tenant.

2 225. As elaborated above, Defendants engaged in a course of menacing conduct meant
3 to interfere with Plaintiffs' quiet enjoyment of their home, including:

- 4 i. Towing Plaintiff Lourdes Villegas car, knowing that it contained Plaintiff Natalie
5 Farias' wheelchair;
- 6 ii. Defendant Ramon Rochel intentionally breaking into Unit 15521 ½ while
7 Plaintiff Natalie Farias was undergoing infusion therapy within the dwelling;
- 8 iv. Towing Plaintiff Alba Lara's car from its designated parking spot multiple times
9 while Plaintiff Alba Lara was pregnant;
- 10 v. On January 12, 2021, refusing to cancel the towing request when Plaintiff Lara
11 Alba was hospitalized because she bumped her stomach in her hurry to move her
12 car before it was towed;
- 13 vi. Defendant Ramon Rochel puncturing Plaintiff Alba Lara's watering hose after he
14 told her that nothing would be done in Unit 15523 until she showed him respect.

15 226. Defendants committed a significant and intentional violation of Section 1954 of
16 the California Civil Code, and thus, a serious violation of violation of California Civil Code
17 section 1940.2, subsection (a)(4) when:

- 18 i. Defendant Ramon Rochel attempted to break into Unit 15521 ½ by drilling
19 through the front door on October 30, 2020;
- 20 ii. Defendant Ramon Rochel arrived unannounced at Unit 15521 ½ on November
21 18, 2020 with plumbers and a housing inspector, in order to harass Plaintiff
22 Lourdes Villegas with false assertions that he had provided her with a 24-hour
23 notice and that she was unreasonably denying access;
- 24 iii. Defendants and their agents physically forcing themselves into Unit 15523 on or
25 around June 4, 2020, despite knowing that Plaintiff Bertha Villegas was
26 immunocompromised, and without providing a 24-hour notice to enter.

27 227. Each Plaintiff is entitled to a civil penalty of up to \$2,000 for each violation. Cal.
28 Civ. Code § 1940.2(b).

1 **FIFTHTEENTH CAUSE OF ACTION**

2 **Intentional Infliction of Emotional Distress**

3 **(By All Plaintiffs Against All Defendants)**

4 228. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
5 this paragraph, all the allegations of this Complaint.

6 229. Defendants' conduct was outrageous in the extreme. As landlord, manager, and
7 owner of the Property, Defendants were in a position of authority which they consistently
8 abused, by, among other things:

- 9 i. Knowingly failing to remedy substantial habitability issues at the Property, as
10 described herein, including, but not limited to, failing to abate a severe infestation
11 of cockroaches, spiders, and other insects, and refusing to provide heat, hot water,
12 or functional electricity to Plaintiffs;
- 13 iii. Towing Plaintiff Lourdes Villegas car, knowing that it contained Plaintiff Natalie
14 Farias' wheelchair;
- 15 iv. Defendant Ramon Rochel intentionally breaking into Unit 15521 ½ while
16 Plaintiff Natalie Farias was undergoing infusion chemotherapy within the
17 dwelling;
- 18 vii. Towing Plaintiff Alba Lara's car from its designated parking spot multiple times
19 while Plaintiff Alba Lara was pregnant;
- 20 viii. On January 12, 2021, refusing to cancel the towing request when Plaintiff Lara
21 Alba was hospitalized because she bumped her stomach in her hurry to move her
22 car before it was towed.

23 230. Defendants knew, or reasonably should have known, that their conduct would
24 result in Plaintiffs suffering severe and extreme emotional distress. Defendants knew that
25 Plaintiffs were particularly susceptible to injury through mental distress by virtue of the good
26 Defendants purveys: a home for Plaintiff. Defendants knew, and continue to know, that a home
27 is a place paramount to Plaintiffs' overall well-being and emotional health.

28 231. Defendants have displayed shockingly reckless disregard for the consequences of

1 their conduct. Rather than adequately repairing the Property, Defendants have continued to
2 demand artificially inflated rent for the Property, knowingly failed to abate dangerous and
3 unhealthy property conditions, and intentionally refused to service the Property or make
4 necessary repairs, so that the Property would remain uninhabitable and untenable.

5 232. As a direct and proximate result of Defendants' conduct, Plaintiffs suffered, and
6 continue to suffer, severe emotional distress and financial damages, including, but not limited to,
7 anxiety, depression, emotional distress, diminished quality of living conditions, social isolation,
8 and ridicule.

9 233. Moreover, Defendants' actions and inactions, have negatively impacted Plaintiffs'
10 physical health. In particular, as a direct and proximate result of Defendants' actions and
11 inactions.

- 12 i. Plaintiff Alba Lara was hospitalized, as a result of bumping her pregnant belly on
13 a door handle, while running to stop Defendant Ramon Rochel from towing her
14 vehicle from its assigned parking spot at the Property;
- 15 ii. Plaintiff Louie Farias was hospitalized, and underwent weeks of treatment, as a
16 result of a poisonous spider bite which occurred inside Unit 15521 ½;
- 17 iii. Plaintiff Louie Farias and Plaintiff Amira Green are routinely forced to use their
18 nebulizers, because their asthma is severely exacerbated by the presence of
19 cockroaches at the Property;
- 20 iv. Plaintiffs experience trouble sleeping, for fear that cockroaches, spiders, and other
21 insects will crawl on them during the night;
- 22 v. Plaintiff Natalie Farias experiences joint soreness, exacerbated by the lack of
23 running hot water in Unit 15521 ½;
- 24 vi. Plaintiff Lourdes Villegas experiences constant stomach upset as a result of the
25 stress of living in uninhabitable conditions at the Property and experiencing
26 relentless retaliation and harassment from Defendants; and
- 27 vii. Plaintiff Alba Lara experiences anxiety attacks resulting from Defendants'
28 ongoing harassment and retaliation.

1 234. Defendants’ actions and inactions were and are willful, malicious, and oppressive,
2 amounting to despicable conduct that subjected Plaintiffs to cruel and unjust hardship in
3 conscious disregard of their rights, so as to entitle Plaintiffs to an award of punitive and
4 exemplary damages in an amount to be determined at trial.

5 **SIXTEENTH CAUSE OF ACTION**

6 **Violation of Business & Professions Code §§ 17200 *et seq.***

7 **(By All Plaintiffs Against All Defendants)**

8 235. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
9 this paragraph, all the allegations of this Complaint.

10 236. Defendants have engaged in unlawful, unfair, and/or fraudulent business practices
11 as defined by Business & Professions Code §§ 17200 *et seq.*, by engaging in the unlawful,
12 unfair, and fraudulent business practices set forth herein.

13 237. By their continuous violations of the above-referenced statutes and common law,
14 Defendants have engaged in the *per se* unlawful business practices constituting unfair
15 competition in violation of Business & Professions Code sections 17200 *et seq.*

16 238. As a direct and proximate cause of Defendants’ continued conduct as described
17 above, Plaintiffs have suffered and continue to suffer, irreparable harm: they have suffered
18 monetary loss and interference with their use of the Property.

19 239. As a result of the above conduct, Plaintiffs are entitled to restitutionary damages
20 and disgorgement of Defendants’ ill-gotten gains.

21 **DEMAND FOR JURY TRIAL**

22 1. Pursuant to California Code of Civil Procedure § 631, Plaintiffs demand a trial by
23 jury on all issues so triable.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiffs respectfully pray judgment as follows:

- 26 1. For injunctive relief, mandating that Defendants cease their unlawful and unfair
27 business practices, and cure the uninhabitable conditions at the Property;
28 2. Actual, compensatory, and consequential damages in an amount according to

1 proof;

2 3. Emotional distress damages;

3 4. Civil penalties and/or statutory damages as allowed by law, including penalties
4 per violation under Civil Code sections 52, 1940.2, 1942.4(b)(1), 1942.5(h), 789.3(c), 789.4(a),
5 and any other law authorizing such relief, in sum according to proof;

6 5. Punitive and exemplary damages in an amount necessary to punish Defendants in
7 an amount according to proof;

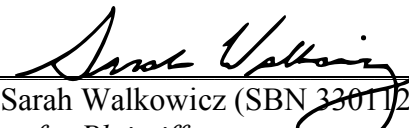
8 6. For restitution and restoration to Plaintiffs of all funds to which they are entitled,
9 and disgorgement of Defendants' ill-gotten gains, in an amount according to proof;

10 7. Costs and attorneys' fees for Plaintiffs for prosecuting this action pursuant to
11 California Civil Code sections 1942.4, 52.1, 51, 1942.4(b)(2), 1942.5, California Government
12 Code 12989.2, Los Angeles County Temporary Rent Stabilization Ordinance No. 2018-0045,
13 and any other applicable provisions of law;

14 8. Prejudgment interest and costs; and

15 9. Such other relief as the Court deems just and proper.

16
17
18
19 DATED: June 14, 2021

By: 
Sarah Walkowicz (SBN 330112)
Attorneys for Plaintiffs