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15 **SUPERIOR COURT OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

17 ELISEO GONZALEZ; TOMAS
18 HERNANDO; JOHANNA MARTINEZ;
19 JESUS PALAFOX; DULCE SANDOVAL;
20 MARIA ARZATE; and ROSA SANDOVAL,

21 Plaintiffs,

22 v.

23 MCP EL SERENO, LLC; AFTON
24 PROPERTIES, INC.; PROPERTY
25 MANAGEMENT ASSOCIATES, INC.;
26 URBAN NEIGHBORHOOD LOS ANGELES
27 EL SERENO MB, LLC; LARAMAR URBAN
28 NEIGHBORHOOD GROUP, LLC; GREY
APARTMENTS LLC, JDH INVESTMENTS,
LLC, and DOES 1-100,

Defendants.

CASE NO.: 20STCV09832

FIRST AMENDED COMPLAINT FOR:

- (1) Breach of the Warranty of Habitability;**
- (2) Collection of Rent on an Untenantable Dwelling – Civ. Code § 1942.4;**
- (3) Breach of the Covenant of Quiet Enjoyment – Civ. Code § 1940.2;**
- (4) Tortious Negligence;**
- (5) Negligent Supervision and Retention— Civ. Code § 1714;**
- (6) Reduction of Housing Services in Violation of Los Angeles Municipal Code § 151.04;**
- (7) Rent Overcharge in Violation of Los Angeles Municipal Code § 151.10;**
- (8) Assault;**
- (9) Unfair Business Practices – Bus. & Prof. Code §§ 17200 *et seq.***

AND DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 1. This case is about landlords and property managers who have refused to abate
3 uninhabitable conditions at a residential rental property, in spite of multiple warnings and
4 citations from government officials in the City of Los Angeles. Instead of abating these
5 conditions, the landlords and managers have made life more difficult for their tenants, including
6 by removing a security gate surrounding the rental property, overcharging rent, and in one case,
7 physically threatening tenants and their guest. Plaintiffs are residential tenants at a large building
8 complex in the City of Los Angeles who live at various addresses in the complex, which includes
9 4621, 4642, 4652, and 4669 Grey Drive, Los Angeles, CA 90032 (the “Grey Addresses”), as
10 well as 4609 and 4611 Twining Street, Los Angeles, CA 90032 (the “Twining Addresses” and
11 collectively with the Grey Addresses, the “Property”).

12 **PARTIES**

13 2. Plaintiff Eliseo Gonzalez was, at all times material hereto, a resident of the City of
14 Los Angeles in the State of California and a tenant at 4669 Grey Drive, Apt. 4, Los Angeles, CA
15 90032.

16 3. Plaintiff Tomas Hernando was, at all times material hereto, a resident of the City
17 of Los Angeles in the State of California and a tenant at 4621 Grey Drive, Apt. 3, Los Angeles,
18 CA 90032.

19 4. Plaintiff Johanna Martinez was, at all times material hereto, a resident of the City
20 of Los Angeles in the State of California and a tenant at 4611 Twining Street, Los Angeles, CA
21 90032.

22 5. Plaintiff Jesus Palafox was, at all times material hereto, a resident of the City of
23 Los Angeles in the State of California and a tenant at 4669 Grey Drive, Apt. 3, Los Angeles, CA
24 90032.

25 6. Plaintiff Dulce Sandoval was, at all times material hereto, a resident of the City of
26 Los Angeles in the State of California and a tenant at 4609 Twining Street, Los Angeles, CA
27 90032.

1 7. Plaintiff Maria Arzate was, at all times material hereto, a resident of the City of
2 Los Angeles in the State of California and a tenant at 4642 Grey Drive, Apt. 3, Los Angeles, CA
3 90032.

4 8. Plaintiff Rosa Sandoval was, at all times material hereto, a resident of the City of
5 Los Angeles in the State of California and a tenant at 4652 Grey Drive, Apt. 3, Los Angeles, CA
6 90032.

7 9. Defendant MCP El Sereno, LLC (“MCP”) is a California limited liability
8 company located at 5850 W. 3rd St., Suite 199, Los Angeles, CA 90036. Plaintiffs are informed
9 and thereupon allege that MCP purchased the Grey Addresses from Defendant JDH Investments,
10 LLC (“JDH”) on or around January 10, 2018. Upon information and belief, Defendant MCP was
11 the owner of the Grey Addresses from on or around January 10, 2018 until on or around January
12 23, 2019, with control and decision-making authority with respect to the Grey Addresses.

13 10. Defendant Grey Apartments LLC (“Grey”) is a California limited liability
14 company. Grey and MCP share an address at 5850 W. 3rd St., Suite 199, Los Angeles, CA
15 90036, and the Los Angeles Housing and Community Investment Department (“HCID”) has sent
16 Grey notices and orders to comply with respect to the Property, stating that Grey is the property
17 owner. Upon information and belief, Grey became the owner of the Twining Addresses on or
18 around August 14, 2018 until on or around January 24, 2019, and has exercised control and
19 decision-making authority over the management of, and the collection of rent at, the Twining
20 Addresses at times material hereto.

21 11. Defendant Afton Properties, Inc. (“Afton”) was the manager of Grey Addresses
22 and Twining Addresses during the periods that those properties were owned by MCP and Grey,
23 respectively. Some of Plaintiffs have been directed to pay their monthly rent to “Afton
24 Properties” at points during their tenancies. Therefore, upon information and belief, Defendant
25 Afton was at times material hereto an owner or manager of the Property, with control and
26 decision-making authority with respect to the Property.

27 12. Defendant Property Management Associates, Inc. (“PMA”) is a California
28 corporation located at 6011 Bristol Parkway, Culver City, CA 90230, and doing business in

1 California. Plaintiffs are informed and thereupon allege that, since about March of 2019,
2 Defendant PMA has had control and decision-making authority over the management of, and the
3 collection of rent at, the Property.

4 13. Defendant Urban Neighborhood Los Angeles El Sereno MB, LLC (“Urban
5 Neighborhood”) is a Delaware limited liability company. Urban Neighborhood and Laramar
6 share an address at 7555 E. Hampden Ave., Suite 250, Denver, CO 80231. Plaintiff Dulce
7 Sandoval was instructed to pay rent to “Urban Neighborhood” in April and May of 2019.
8 Additionally, Plaintiff Tomas Hernando was instructed to pay rent to “Urban Neighborhood” in
9 May 2019, and Plaintiff Maria Arzate was instructed to pay her September 2019 rent to “Los
10 Angeles El Sereno.” Urban Neighborhood became the owner of the Property on or about January
11 24, 2019, when Grey and MCP transferred the Twining Addresses and Grey Addresses to Urban
12 Neighborhood, and has exercised control and decision-making authority over the management
13 of, and the collection of rent at, the Property following its acquisition of the Property at times
14 material hereto.

15 14. Defendant Laramar Urban Neighborhood Group, LLC (“Laramar”) is a Delaware
16 limited liability company located at 7555 E. Hampden Ave., Suite 250, Denver, CO 80231, and
17 doing business in California. Upon information and belief, Defendant Laramar is a property
18 management company that at times relevant hereto has exercised control and decision-making
19 authority over the management of, and the collection of rent at, the Property. Upon information
20 and belief, Laramar began to exercise control and decision-making authority over the Property
21 on the date that Defendant Urban Neighborhood acquired the Property.

22 15. Defendant JDH Investments, LLC (“JDH”), was the owner of the Grey Addresses
23 until on or around January 10, 2018, when JDH sold the Grey Addresses to Defendant MCP.
24 JDH was the owner of the Twining Addresses until on or about August 14, 2018, when JDH sold
25 the Twining Addresses to Defendant Grey. JDH has its principal place of business in Roseville,
26 California and does business in Los Angeles County. Upon information and belief, JDH had
27 control and decision-making authority with respect to Plaintiffs’ rental units at the Grey
28 Addresses from September 2016 until the sale of those units to MCP in January 2018, and with

1 respect to Plaintiffs' rental units at the Twining Addresses until the sale of those units to Grey in
2 August 2018.

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

10 17. At all times mentioned, each of the Defendants and Does were the agents,
11 employees, and representatives of every other Defendant and Doe, and in doing the things here
12 alleged, was acting within the course and scope of such agency, service, and representation, and
13 directed, aided and abetted, authorized, or ratified each and every act and conduct here alleged.

14 18. Wherever reference is made in this Complaint to any act or failure to act by a
15 Defendant or Defendants, such allegations and references shall also mean the acts and failures to
16 act of each Defendant, whether acting individually, or jointly and severally. Wherever reference
17 is made to individuals who are not named and Defendants in this Complaint, but who are or were
18 employees, agents, associates, joint venturers, managers, directors, board members, partners,
19 trustees, or beneficiaries of Defendants and/or Defendants' companies or organizations, Plaintiffs
20 assert that the conduct of such individuals at all relevant times was on behalf of Defendants and
21 was within the course and scope of their employment or agency

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

23 **Defendants Fail to Correct the Substandard Conditions at Plaintiffs' Apartments**

24 19. At all times relevant hereto, Plaintiffs have lived at a residential apartment
25 complex (the "Property"), which includes 4621, 4642, 4652, and 4669 Grey Drive, Los Angeles,
26 CA 90032, as well as 4609 and 4611 Twining Street, Los Angeles, CA 90032. The Property is
27 located within the City of Los Angeles, was issued a certificate of occupancy prior to October 1,
28

1 1978, contains more than two dwelling units used for residential purposes, and is subject to the
2 protections of the Los Angeles Rent Stabilization Ordinance (“LARSO”).

3 20. Over the course of Plaintiff Eliseo Gonzalez’s tenancy at the Property, his unit has
4 suffered from habitability issues including but not limited to the following: The kitchen and
5 bathroom floors at 4669 Grey Drive, Apartment 4, Los Angeles, CA 90032 have cracked, opened
6 up, and started to separate from the ground, so that they rock up and down when walked on.
7 Furthermore, the bathroom wall in Plaintiff Gonzalez’s unit is dirty and falling apart, while the
8 bathroom faucet is loose. Moreover, one of Plaintiff Gonzalez’s bedroom walls is crumbling,
9 with gaping holes covered only by single pieces of wood or carton. As a result, there is an
10 infestation of mice and spiders inside Plaintiff Gonzalez’s apartment. Another bedroom in
11 Plaintiff Gonzalez’s unit lacks a finished floor. In addition, Defendants Urban Neighborhood,
12 Laramar and PMA recently removed Plaintiff Gonzalez’s air-conditioning unit. Upon
13 information and belief, Defendants have been advised of these issues, including by the City of
14 Los Angeles, but Defendants have refused to remedy them.

15 21. Throughout the entirety of Plaintiff Tomas Hernando’s tenancy at the Property,
16 his unit has suffered from habitability issues including but not limited to the following: First,
17 4621 Grey Drive, Apt. 3, Los Angeles, CA 90032 has lacked heat. Additionally, the area
18 underneath the sink is falling apart. Defendants Urban Neighborhood, Laramar and PMA also
19 removed the door to the shower in the unit and have failed to provide a new one. The lock on the
20 front door to Plaintiff Hernando’s rental unit is also inadequate. Furthermore, there is a
21 cockroach infestation near the rental unit’s boiler. Upon information and belief, Defendants have
22 been advised of these issues, including by the City of Los Angeles, but Defendants have refused
23 to remedy them.

24 22. Plaintiff Johanna Martinez’s unit has suffered from habitability issues during her
25 tenancy at the Property including but not limited to the following: Plaintiff Martinez’s unit at
26 4611 Twining Street, Los Angeles, CA 90032 has lacked heat since the start of her tenancy.
27 Moreover, there is mold forming on Plaintiff Martinez’s bathroom ceiling, as a result of water
28 damage, while the bathroom also contains exposed hot water tubing. The plumbing in Plaintiff

1 Martinez's unit is poor: the bathroom tub often clogs and overflows, while the kitchen sink
2 routinely backs up and fails to drain properly. In addition, the laminate floor throughout the unit
3 is damaged and separating, while the front door does not properly fit flush to the door frame. The
4 bedroom corners in Plaintiff Martinez's unit are cracked open, the electrical outlets are missing
5 cover plates, and the smoke detectors were nonoperational until late 2019. Moreover, there is no
6 longer a ventilation system in the kitchen; thus, food constantly falls in the hole where the
7 ventilation system once stood. Additionally, when it rains, Plaintiff Martinez's unit floods,
8 despite the installation of concrete slabs. Although Plaintiff Martinez has alerted Defendants to
9 all of the aforementioned conditions, to date Defendants have failed to cure them, other than to
10 install a new heater in late 2019.

11 23. Throughout his tenancy at the Property, Plaintiff Jesus Palafox's unit has suffered
12 from habitability issues including but not limited to the following: The unit located at 4669 Grey
13 Drive, Apt. 3, Los Angeles, CA 90032 has suffered a complete lack of heat, including during
14 2019. In addition, Plaintiff Palafox's toilet cap is broken and his water pressure insufficient in
15 both the bathroom shower and toilet. Furthermore, Plaintiff Palafox's closet is missing a door,
16 while the smoke detectors in his unit are nonoperational. Recently, Plaintiff Palafox has also
17 witnessed an influx of rats, spiders, and ants into his rental unit. Although Defendants have been
18 alerted to the abovementioned conditions, including by the City of Los Angeles, to date,
19 Defendants have failed to cure them.

20 24. For the duration of Plaintiff Dulce Sandoval's tenancy at the Property, her unit
21 has suffered from habitability issues including but not limited to the following: First, there has
22 been a complete lack of heat in the unit. Likewise, there have been consistent electrical issues in
23 the unit, with sparks resulting in the destruction of two televisions. Meanwhile, Plaintiff Dulce
24 Sandoval's unit is missing a piece of wood from the entrance to the apartment, thereby exposing
25 the interior to the outside. As a result, Plaintiff Dulce Sandoval has experienced an infestation of
26 roaches, mice, spiders, and mosquitos within her rental unit. At the same time, the unit's
27 bathroom and kitchen sinks routinely clog, the wood under the kitchen sink is rotting, and the
28 garbage disposal does not work. Moreover, mold is growing in the corner of the bedroom ceiling.

1 Additionally, there is a piece of jagged metal on the side of the outside staircase that routinely
2 scratches residents as they enter and exit the unit. In March 2020, Plaintiff Dulce Sandoval's
3 living room flooded due to a leak in the roof. Although Plaintiff Dulce Sandoval has alerted
4 Defendants to the abovementioned issues, to date, Defendants have failed to cure them, other
5 than to install a new heater in late 2019.

6 25. Plaintiff Arzate's unit has suffered habitability issues during her tenancy at the
7 Property including but not limited to the following: From the start of Plaintiff Arzate's tenancy
8 up until about five months ago, 4642 Grey Drive, Apartment 3, Los Angeles, CA 90032 had no
9 heat. About two years ago, Plaintiff Arzate's unit had an infestation of bedbugs. Additionally, in
10 or around July 2019, Defendants Urban Neighborhood, Laramar and PMA demanded that
11 Plaintiff Arzate remove her air conditioning unit. For the duration of Plaintiff Arzate's tenancy,
12 the windows at the unit have been unstable, causing them to shift inside their frames. Although
13 Plaintiff Arzate notified Defendants of these conditions, Defendants have refused to remedy
14 them other than the installation of a new heater.

15 26. Plaintiff Rosa Sandoval's unit has suffered habitability issues during her tenancy
16 at the Property including but not limited to the following: The unit, located at 4652 Grey Drive,
17 Apt. 3, Los Angeles, CA 90032, lacks an adequate lock on the front door. Meanwhile, the
18 kitchen at the unit contains faulty wiring that burns up any electrical appliances plugged into the
19 outlets. In addition, the bathroom wall is falling apart and the ceiling is crumbling. Upon
20 information and belief, Defendants have been advised of these issues, including by the City of
21 Los Angeles, but Defendants have refused to remedy them other than by filling cracks in walls.

22 **The Los Angeles Housing and Community Investment Department Cites Defendants for**
23 **Uninhabitable Conditions at Plaintiffs' Apartments**

24 27. On July 30, 2018, the Los Angeles Housing and Community Investment
25 Department ("HCID") issued a Notice and Order to Comply addressed to Defendant JDH and
26 Afton citing JDH and Afton for uninhabitable conditions at Plaintiff Gonzalez's unit. The notice
27 was addressed to JDH even though, upon information and belief, JDH had already sold the Grey
28 Addresses and the Grey Addresses, including Plaintiff Gonzalez's unit, were owned by

1 Defendant MCP. The conditions cited were loose balcony guardrails, unapproved electrical
2 outlet installations, missing and broken electrical outlet cover plates, defective tub caulking,
3 water damage on walls and ceiling, indications of a damaged subfloor, broken and damaged floor
4 tiles, a rusty medicine cabinet, and a missing carbon monoxide detector.

5 28. On July 30, 2018, HCID issued a Notice and Order to Comply addressed to
6 Defendant JDH and Afton citing JDH and Afton for uninhabitable conditions at Plaintiff
7 Palafox's unit. The notice was addressed to JDH even though, upon information and belief, JDH
8 had already sold the Grey Addresses and the Grey Addresses, including Plaintiff Palafox's unit,
9 were owned by Defendant MCP. The conditions cited were loose balcony guardrails, unapproved
10 electrical outlet installations, damaged kitchen cabinets and missing carbon monoxide detectors.

11 29. On August 2, 2018, HCID issued a Notice and Order to Comply to Defendant
12 JDH and Afton for uninhabitable conditions at units at the Property including Plaintiff Dulce
13 Sandoval's unit. The compliance date stated in the notice was September 8, 2018, which, upon
14 information and belief, was after the date on which the Twining Addresses, including Plaintiff
15 Dulce Sandoval's unit, were sold to Defendant Grey. The conditions cited included cracking
16 carport concrete floors, improper electrical wiring installations, dry rot in boards and carport roof
17 supports, and defective backyard exterior light fixtures.

18 30. On August 2, 2018, HCID issued a Notice and Order to Comply to Defendant
19 JDH and Afton for uninhabitable conditions at units at the Property including Plaintiff
20 Martinez's unit. The compliance date stated in the notice was September 8, 2018, which, upon
21 information and belief, was after the date on which the Twining Addresses, including Plaintiff
22 Martinez's unit, were sold to Defendant Grey. The conditions cited included a receptacle outlet
23 behind a cooking appliance, chirping smoke detectors, loose water heater straps, water damage
24 on the ceiling, dry rot and termites on the wall base at the doorway, missing and loose transition
25 moldings in bedrooms and the kitchen, missing screens in a kitchen vent, paint and other damage
26 on the walls, holes in the ceiling, defective light switches, misaligned doors, improperly placed
27 carbon monoxide detectors, a malfunctioning garbage disposal, and tripping hazards in the
28 outdoor areas.

1 31. On August 8, 2019, HCID issued a Notice and Order to Comply regarding
2 uninhabitable conditions at units at the Property including Plaintiff Gonzalez’s unit. The notice
3 was addressed to MCP and Afton, even though MCP had already sold its interest in the Property
4 to Defendant Urban Neighborhood. The conditions cited included a damaged electrical conduit
5 above the stairs to the building, floor tile separation, unpainted wall patch, illegal, unpermitted
6 installation of electrical run and electrical lighting, and an illegal receptacle addition at the rear
7 side of the building.

8 32. On August 8, 2019, HCID issued a Notice and Order to Comply regarding
9 uninhabitable conditions at units at the Property including Plaintiff Palafox’s unit. The notice
10 was addressed to MCP and Afton, even though MCP had already sold its interest in the Property
11 to Defendant Urban Neighborhood. The conditions cited included a damaged electrical conduit
12 above the stairs to the building.

13 33. On August 28, 2019, HCID issued a Notice and Order to Comply for
14 uninhabitable conditions at Plaintiff Dulce Sandoval’s unit. The notice was addressed to
15 Defendant Grey and Afton even though Grey had already sold its interest in the Property to
16 Defendant Urban Neighborhood. The conditions cited included a missing light switch cover
17 plate, a sparking light switch, a defective ventilation system, defective caulking around a sink,
18 blocked drains, a loose hot water knob in a hall bathroom, separation between boards in the
19 kitchen floor, missing drywall near the entry door, damaged drywall in the hallway, a damaged,
20 water-stained ceiling in the second bedroom indicating a leak, and off-track sliding glass doors.

21 34. On September 5, 2019, HCID issued a Notice and Order to Comply regarding
22 uninhabitable conditions at Plaintiff Dulce Sandoval’s unit. The notice was addressed to
23 Defendant Grey and Afton, even though Grey had already sold its interest in the Property to
24 Urban Neighborhood. The conditions cited included a missing cover plate on light switches,
25 exposed wiring, defective smoke detectors, a missing heating appliance, dampness in rooms, a
26 loose shower handle, laminate floor separation and damage in the living room, cracks and
27 peeling paint in walls and ceilings, an uneven yard outside causing a tripping hazard, a living
28

1 room entry door that does not property fit, nonfunctioning carbon monoxide detectors, cracked
2 parking slabs, and an exposed hot water pipe.

3 35. On September 5, 2019, HCID issued a Notice and Order to Comply regarding
4 uninhabitable conditions at Plaintiff Martinez's unit. The notice was addressed to Defendant
5 Grey and Afton, even though Grey had already sold its interest in the Property to Urban
6 Neighborhood. The conditions cited included cracked parking slabs, exposed wiring, and an
7 uneven yard outside causing a tripping hazard.

8 36. On September 16, 2019, HCID issued a Notice and Order to Comply regarding
9 uninhabitable conditions at Plaintiff Martinez's unit. The notice was addressed to Defendant
10 Grey and Afton, even though Grey had already sold its interest in the Property to Urban
11 Neighborhood. The conditions cited included missing electrical cover plates, defective smoke
12 detectors, a missing heating appliance, dampness in rooms at ceilings indicating water damage,
13 loose shower handles, separating laminate flooring, cracks and peeling paint in walls and
14 ceilings, a living room entry door that does not fit properly, nonfunctioning carbon monoxide
15 detectors, and an exposed hot water pipe.

16 37. On September 16, 2019, HCID issued a Notice and Order to Comply regarding
17 uninhabitable conditions at Plaintiff Dulce Sandoval's unit. The notice was addressed to
18 Defendant Grey and Afton, even though Grey had already sold its interest in the Property to
19 Urban Neighborhood. The conditions cited included exposed wiring, an uneven rear yard causing
20 a tripping hazard, and cracked parking slabs.

21 38. On September 25, 2019, HCID issued a Notice and Order to Comply regarding
22 uninhabitable conditions at units at the Property including Plaintiff Hernando's unit. The notice
23 was addressed to Defendant MCP, even though MCP had already sold its interest in the Property
24 to Defendant Urban Neighborhood. The conditions cited included a missing shower door,
25 missing strikeplates, missing/defective grout in the kitchen, nails protruding at the transition strip
26 between the kitchen and dining room, and a damaged wall between the bathtub and the vanity.

27 39. On October 10, 2019, HCID issued a Notice and Order to Comply to Urban
28 Neighborhood and Afton citing these entities for uninhabitable conditions at Plaintiff Dulce

1 Sandoval's unit. The conditions cited included a defective vent system and a missing heating
2 appliance.

3 40. On October 31, 2019, HCID issued a Notice and Order to Comply to Urban
4 Neighborhood and Afton citing these entities for uninhabitable conditions at Plaintiff Dulce
5 Sandoval's unit. The conditions cited included unapproved electrical wiring, a missing heating
6 appliance, loose shower handles, a nonfunctioning kitchen vent, an interior window seal in a
7 bedroom coming loose, and crooked and off-track shower doors.

8 41. On October 31, 2019, HCID issued a Notice and Order to Comply to Defendant
9 Urban Neighborhood and Afton citing these entities for uninhabitable conditions at Plaintiff
10 Martinez's unit. The conditions cited included a broken or missing electrical switch and
11 receptacle cover plate, a missing heating appliance, a water damaged ceiling in the hall
12 bathroom, deteriorating walls and defective windows, doors, cabinets and frames.

13 **Defendants Routinely Charge Plaintiffs Inexplicable and Improper Fees**

14 42. Defendants Urban Neighborhood, Laramar, and PMA have twice charged, and
15 Plaintiff Tomas Hernando twice paid, monthly rent for February 2019. Most recently, Urban
16 Neighborhood, Laramar, and PMA demanded from Plaintiff Hernando \$60 without explanation,
17 while demanding that Plaintiff Hernando also pay \$14.41 in SCEP fees he did not owe. Plaintiff
18 Hernando paid these SCEP fees. Defendants Urban Neighborhood, Laramar, and PMA are also
19 demanding more than \$3.61 in monthly SCEP fees, beginning in March 2020.

20 43. In September of 2019, Defendants Urban Neighborhood, Laramar, and PMA
21 charged Eliseo Gonzalez \$77 for two years of "payments" that he allegedly owed, without any
22 explanation as to the origin of the charges.

23 44. In February of 2019, Defendants Urban Neighborhood and Laramar verbally
24 notified Plaintiff Johanna Martinez of a rent increase from \$730.61 to \$748.81; these Defendants
25 never issued a written notice of the increase. In December 2019, Defendants Urban
26 Neighborhood, Laramar, and PMA increased Plaintiff Johanna Martinez's rent again, for the
27 second time over the same 12-month period. In addition, Defendants Urban Neighborhood,
28 Laramar, and PMA charged Plaintiff Martinez \$14.44 for four months of SCEP fees that Plaintiff

1 Martinez had previously paid. Additionally, Defendants Urban Neighborhood, Laramar, and
2 PMA improperly charged Plaintiff Martinez \$246.19 in May 2019. That amount had been
3 previously discounted by the prior owner from Plaintiff Martinez's rent in April 2018 because
4 the boiler at the Martinez unit was leaking hot water and the water bill was high.

5 45. In September 2019, Defendants Urban Neighborhood, Laramar, and PMA advised
6 Plaintiff Palafox that he owed \$82.84, without explanation. Plaintiff Palafox paid this amount. In
7 addition, Defendants Urban Neighborhood, Laramar, and PMA advised Plaintiff Palafox that
8 they deducted the majority of his deposit when Defendant Urban Neighborhood purchased the
9 Property in January of 2019 so as to cover some purported balance of unknown charges.

10 46. On April 4, 2019, Defendants Urban Neighborhood, Laramar, and PMA informed
11 Plaintiff Dulce Sandoval that she owed them \$115.11, but did not explain what the charge was
12 for. Plaintiff Dulce Sandoval paid the \$115.11 to Defendants Urban Neighborhood, Laramar, and
13 PMA. The payment was directed specifically to Urban Neighborhood, as Defendants Urban
14 Neighborhood, Laramar, and PMA instructed. Additionally, in September of 2019, Plaintiff
15 Dulce Sandoval paid \$14.44, purportedly for four months of SCEP fees, although she never
16 received a notice stating that she owed the SCEP fee.

17 47. In September of 2019, Defendants Urban Neighborhood, Laramar, and PMA
18 informed Plaintiff Rosa Sandoval that she owed \$136.99, but did not explain the charge. Plaintiff
19 Rosa Sandoval paid these Defendants the requested \$136.99. Subsequently, in October,
20 Defendants Urban Neighborhood, Laramar, and PMA informed Plaintiff Rosa Sandoval that she
21 had been overcharged in September, and that she could deduct the overage from her October
22 rent. Defendants Urban Neighborhood, Laramar, and PMA have subsequently changed the
23 amount of rent they allege is due from Plaintiff Rosa Sandoval at various points in 2020.

24 **Defendants' Security Guard Assaults Two Plaintiffs**

25 48. In 2019, Defendants Urban Neighborhood, Laramar, and PMA hired security
26 guards to patrol the Property. Around the same time, property managers of these Defendants
27 began keeping a ledger of Plaintiffs' visitors. These Defendants' property managers routinely tell
28 Plaintiffs that the Property is the managers' property, not the tenants' property.

1 49. On or around September 6, 2019, Plaintiffs Dulce Sandoval and Johanna Martinez
2 were visiting with a friend just outside of their apartments when a security guard, who at that
3 time worked for Defendants Urban Neighborhood, Laramar, and PMA at the Property, starting
4 shouting that he had received a call reporting the friend as a “gangbanger.” Then, the security
5 guard pulled out a gun and pointed it at the friend with whom Plaintiffs were standing, shouting
6 that if Plaintiffs wanted visitors, they needed to get permission from these Defendants’ main
7 office. Although Plaintiffs’ friend pulled up his shirt to show the security guard that he was
8 unarmed, the guard stated that he didn’t care, and that the friend still couldn’t be there.

9 50. Shortly thereafter, a man named Stefan, who is one of the property managers of
10 Defendants Urban Neighborhood, Laramar, and PMA, appeared, and Plaintiffs informed him as
11 to what was happening. Stefan asked them to leave, expressed that the security guard should not
12 have reacted as he did, and told Plaintiffs that it was fine if their friend came to visit.

13 **Plaintiffs Experience a Reduction in Services Without a Corresponding Reduction in Rent**

14 51. In or about February 2019, Defendants Urban Neighborhood and Laramar
15 removed a metal gate from the Property entrance, which had previously provided Plaintiffs with
16 security for their homes. Plaintiffs did not receive any resulting reduction in rent.

17 52. Between July and September 2019, Defendants Urban Neighborhood, Laramar,
18 and PMA also demanded that Plaintiffs remove their air conditioning units from the Property.
19 Plaintiffs did not receive any resulting reduction in rent.

20 53. On or around September 5, 2019, Defendants Urban Neighborhood, Laramar, and
21 PMA issued notice to Plaintiffs that Plaintiffs would be unable to park in their parking lot for
22 approximately a week, due to asphalt repairs. Plaintiffs did not receive any kind of resulting
23 reduction in rent nor did they receive alternative parking options.

24 **CAUSES OF ACTION**

25 **FIRST CAUSE OF ACTION**

26 **Breach of the Warranty of Habitability**

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

28 54. Plaintiffs repeat, plead, and incorporate by reference, as though fully set forth in

1 this paragraph, all the allegations of this Complaint.

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

9 56. During the time periods elaborated above, the Property substantially lacked, as
10 delineated in Civil Code section 1941.1, each of the above enumerated requirements for a
11 habitable dwelling, including: effective waterproofing and weather protection; unbroken
12 windows and doors; plumbing facilities maintained in good working order; an adequate water
13 supply connected to operable fixtures and proper sewage disposal; heating facilities maintained
14 in good working order; electrical systems maintained in good working order; clean and sanitary
15 building grounds; and doors, stairways, and railings maintained in good repair.

16 57. During the time periods elaborated above, the Property substantially lacked
17 adequate heating, plumbing, weather protection, and/or waterproofing. Moreover, during the
18 relevant time period, the Property experienced defective and deteriorating flooring and walls, an
19 infestation of insects, vermin, and/or rodents, and general dilapidation and improper
20 maintenance. Therefore, it substantially lacked the standard characteristics necessary for
21 habitation in a dwelling as delineated in Health and Safety Code section 17920.3.

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

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

28 60. As a direct and proximate cause of Defendants' actions and inactions, Plaintiffs

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

3 61. 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 **SECOND CAUSE OF ACTION**

8 **Violation of California Civil Code § 1942.4 –**

9 **Collection of Rent on an Untenantable Dwelling**

10 **(By Plaintiffs Tomas Hernando, Dulce Sandoval, Eliseo Gonzalez, Johanna Martinez, and**
11 **Jesus Palafox Against All Defendants)**

12 62. Plaintiffs repeat, replead, and incorporate by reference all the above paragraphs,
13 as though fully set forth herein.

14 63. Civil Code section 1942.4 prohibits a landlord from demanding and collecting
15 rent if the dwelling substantially lacks any of the standard characteristics necessary for habitation
16 in a dwelling delineated in Civil Code section 1941.1 or Health and Safety Code section
17 17920.3; a public employee responsible for the enforcement of any housing law has notified the
18 landlord or their agent in writing of the obligation to repair the substandard conditions; the
19 conditions have not been abated 35 days after the date of the service of the notice from the public
20 employee; and the conditions were not caused by an act or omission of the tenant.

21 64. During the time periods elaborated above, Plaintiffs' units at the Property
22 substantially lacked, as delineated in Civil Code section 1941.1, each of the above enumerated
23 requirements for a habitable dwelling, including effective waterproofing and weather protection;
24 unbroken windows and doors; plumbing facilities maintained in good working order; an
25 adequate water supply connected to operable fixtures and proper sewage disposal; heating
26 facilities maintained in good working order; electrical systems maintained in good working
27 order; clean and sanitary building grounds; and doors, stairways, and railings maintained in good
28 repair.

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

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

4 75. At all times relevant herein, California Civil Code section 1940.2(a)(3) has made
5 it unlawful for a landlord to “use, or threaten to use, force, willful threats, or menacing conduct
6 constituting a course of conduct that interferes with the tenant’s quiet enjoyment of the
7 premises”.

8 76. As elaborated above, Defendants engaged in a course of conduct meant to
9 interfere with Plaintiffs’ quiet enjoyment of their homes through conduct including but not
10 limited to:

- 11 a. Defendants’ property managers constantly surveilling Plaintiffs and keeping a
12 ledger detailing Plaintiffs’ visitors;
- 13 b. Defendants’ security guard pulling a gun on Plaintiffs Dulce Sandoval and
14 Johanna Martinez, with whom they were standing, shouting at them that their
15 friend was a “gangbanger”, and demanding that Plaintiffs seek permission to
16 have visitors at the Property;
- 17 c. Demanding that Plaintiffs pay various unexplained charges as detailed above;
18 and
- 19 d. Failing to abate uninhabitable conditions at Plaintiffs’ units.

20 77. As a result of Defendants’ conduct, Plaintiffs suffered and/or continue to suffer
21 actual and consequential damages, including diminution in value of the leasehold, out-of-pocket
22 costs to be determined according to proof, but which amount is within the jurisdictional
23 requirements of the court.

24 78. Each tenant who prevails in a claim under California Civil Code section 1940.2 is
25 entitled to a civil penalty of up to \$2,000 for each violation. Cal. Civ. Code §1940.2(b). Plaintiffs
26 are therefore each entitled to \$2,000 pursuant to Civil Code section 1940.2 for each violation of
27 the statute alleged herein.

28 79. Plaintiffs also seek civil penalties, compensatory damages, special damages, and

1 punitive damages for Defendants' violation of Civil Code section 1940.2.

2 **FOURTH CAUSE OF ACTION**

3 **Breach of Common Law Duty of Care, Including Tortious Negligence, Negligence *Per Se*,**
4 **and Negligent Infliction of Emotional Distress**

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

6 80. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
7 this paragraph, all the allegations of this Complaint.

8 81. By virtue of their landlord-tenant relationship, Defendants owe Plaintiffs a duty to
9 comply with ordinances, regulations, and other laws to ensure a sound living environment for
10 Plaintiffs and their families.

11 82. Defendants have breached this duty by, among other things, committing each of
12 the acts alleged in the preceding causes of action, refusing to conduct necessary repairs at
13 Plaintiffs' units at the Property; charging Plaintiffs inexplicable fees, duplicative rent, incorrect
14 late fees, cumulative SCEP fees, and un-noticed rent increases; constantly surveilling Plaintiffs
15 and tracking their visitors; decreasing Plaintiffs' housing services without any decrease in rent
16 charged or collected; and hiring and retaining a security guard who pulled a gun on Plaintiffs
17 Dulce Sandoval and Johanna Martinez.

18 83. As lessors and property managers dealing in real property, Defendants are
19 responsible for abiding by the laws enumerated separately in the causes of action in this
20 complaint, the breach of which constitutes negligence *per se*.

21 84. Defendants knew, or reasonably should have known, that Plaintiffs would suffer
22 damages as a result of these breaches of duty.

23 85. As a direct and proximate cause 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, lost wages and benefits, reasonable medical
26 expenses, and property damage in an amount to be determined according to proof, but which
27 amount is within the jurisdictional requirements of this Court.

28 86. As a direct and proximate cause 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 87. Defendants' negligence was a substantial factor in causing Plaintiffs' serious
4 emotional distress, which was a foreseeable, direct, and proximate result of Defendants' actions.

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

9 **FIFTH CAUSE OF ACTION**

10 **Violation of Cal. Civ. Code § 1714 – Negligent Supervision and Retention**

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

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

14 90. As owners and/or managers of land, Defendants owed a duty of care under
15 common law and Civil Code section 1714 to exercise due care in management of their property
16 so as to avoid foreseeable injury to others. This duty of care required Defendants to comply with
17 all building, fire, health, and safety codes, ordinances, regulations, and other laws applying to the
18 maintenance and operation of residential rental housing.

19 91. Defendants have breached their common law and statutory duties of due care by
20 failing to correct the substandard conditions complained of herein. Defendants knew, or
21 reasonably should have known, that Plaintiffs would be injured as a result of this breach of
22 common law and statutory duties of due care.

23 92. Defendants have further breached their common law and statutory duties of due
24 care by failing to adequately manage and supervise the agents they hired to repair conditions at
25 the Property as described herein, as well as the security guards that they hired at the Property.

26 93. Defendants have breached their common law and statutory duties by retaining
27 agents and employees they knew or reasonably should have known were or became unfit or
28 incompetent and that this unfitness or incompetence created a particular risk to Plaintiffs.

1 94. As a direct and proximate result of Defendants' negligent hiring and maintenance
2 of the premises, the value of Plaintiffs' leaseholds has been diminished.

3 95. As a direct and proximate cause of Defendants' actions and inactions, Plaintiffs
4 suffered and/or continue to suffer actual and consequential damages, including diminution in
5 value of the leasehold, out-of-pocket costs, lost wages and benefits, reasonable medical
6 expenses, and property damage in an amount to be determined according to proof, but which
7 amount is within the jurisdictional requirements of this Court.

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

11 97. Defendants' negligent supervision and/or retention of their agents was a
12 substantial factor in causing Plaintiffs' serious emotional distress, which was a foreseeable,
13 direct, and proximate result of Defendants' negligence.

14 98. Defendants' acts were willful, malicious, and/or oppressive, amounting to
15 despicable conduct that subjected Plaintiff to cruel and unjust hardship in conscious disregard of
16 their rights, so as to entitle Plaintiffs to an award of punitive and exemplary damages in an
17 amount to be determined at trial.

18 99. On information and belief, Defendants knew or should have known that their
19 agents would create or perpetuate the substandard conditions complained of herein and harass
20 Plaintiffs. In addition, Defendants knew or should have known the security guard hired to patrol
21 the Property was or became unfit to perform the work for which he was hired, and that the
22 guard's unfitness created a particular risk to Plaintiffs and their visitors. Defendants had advance
23 knowledge of the unfitness of their agents and employed them with a conscious disregard of the
24 rights or safety of others. Defendants also authorized or ratified the agents' wrongful conduct.

25 100. As a direct and proximate cause of Defendants' actions and inactions, Plaintiffs
26 suffered and/or continue to suffer actual and consequential damages, including diminution in
27 value of the leasehold, out-of-pocket costs, lost wages and benefits, reasonable medical
28 expenses, and property damage in an amount to be determined according to proof, but which

1 amount is within the jurisdictional requirements of this Court.

2 101. As a direct and proximate cause of Defendants' actions and inactions, Plaintiffs
3 have suffered serious emotional distress including, but not limited to, feelings of anxiety,
4 fearfulness, frustration, depression, worry, discomfort, disgust, and shame.

5 102. Defendants' negligent supervision and/or retention of their agents was a
6 substantial factor in causing Plaintiffs' serious emotional distress, which was a foreseeable,
7 direct, and proximate result of Defendants' negligence.

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

12 **SIXTH CAUSE OF ACTION**

13 **Reduction of Housing Services in Violation of Los Angeles Municipal Code § 151.04**

14 **(By All Plaintiffs Against Defendants PMA,**
15 **Urban Neighborhood, and Laramar)**

16 104. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
17 this paragraph, all the allegations of this Complaint.

18 105. LARSO defines a "rent increase" as "an increase in rent or any reduction in
19 housing services where there is not a corresponding reduction in the amount of rent received."
20 Los Angeles Municipal Code ("LAMC") § 151.02.

21 106. LARSO prohibits a landlord from increasing rent above the maximum adjusted
22 rent permitted under the Ordinance. LAMC § 151.04. At all times material hereto, Defendants
23 were permitted to increase Plaintiffs' monthly rent by a maximum of three percent annually.

24 107. The City of Los Angeles' Rent Adjustment Commission ("RAC") is authorized
25 under LARSO to promulgate regulations to effectuate the purposes of LARSO. LAMC §
26 151.03(B). The RAC Regulations ("RACR") define housing services as "services that are
27 connected with the use or occupancy of a rental unit including, but not limited to utilities . . .
28 refuse removal, furnishings, food service, parking and any other benefits, privileges, or

1 facilities.” RACR § 410.04. Thus, the RACR establishes that the loss of parking, air
2 conditioning, and/or security gates at a rent-stabilized property all qualify as reductions in
3 housing services that require corresponding reductions in a tenant’s rent, in order to avoid a
4 violation of LARSO’s cap on annual rent increases. RACR § 410.02.

5 108. The RACR values the rent reduction for a loss of air conditioning as between \$58
6 and \$115, the loss of a security gate as between \$12 and \$24, and a loss of parking services as
7 between \$67 and \$222. RACR § 415.02.

8 109. Under the RACR, where “the reduction in services is a breach of the rental
9 agreement, or of any obligations imposed by law on the landlord relating to habitability, the
10 tenant is not prohibited from pursuing all remedies under applicable law.” RACR § 412.01.

11 110. Defendants reduced Plaintiffs’ housing services by removing Plaintiffs’ air
12 conditioning units in July, August, and September of 2019, removing the security gate at the
13 Property, and failing to provide alternative parking options for Plaintiffs while the Property’s
14 parking lot was under construction. The value of a rent reduction for the aforementioned services
15 is greater than three percent of Plaintiffs’ monthly rent prior to the reduction. Thus, Defendants
16 have violated LAMC § 151.04 by charging Plaintiffs more than the maximum adjusted rent
17 permitted under LARSO.

18 111. Plaintiffs are entitled to three times the amount of the value of the reduction in
19 services, in an amount according to proof but which amount is within the jurisdictional
20 requirements of this Court, under LAMC § 151.10(A).

21 112. Each Defendant is a “person who demands . . . payment of rent” in excess of the
22 maximum adjusted rent permitted under LARSO, and therefore is independently liable to
23 Plaintiff for the statutory damages.

24 113. Plaintiffs are also entitled to recover their reasonable attorneys’ fees and costs.
25 LAMC § 151.10(A).

26 114. Defendants’ actions were willful, malicious, oppressive and/or fraudulent,
27 entitling Plaintiff to an award of punitive and exemplary damages in an amount to be determined
28 at trial.

1 **SEVENTH CAUSE OF ACTION**

2 **Rent Overcharge in Violation of Los Angeles Municipal Code § 151.10**

3 **(All Plaintiffs Against Defendants PMA, Laramar, and**

4 **Urban Neighborhood)**

5 115. Plaintiffs repeat and incorporates by reference all allegations contained in each
6 paragraph of this Complaint as if fully set forth herein.

7 116. LARSO provides that "[a]ny person who demands . . . any payment of rent in
8 excess of the maximum rent . . . in violation of the provisions of this chapter . . . shall be liable in
9 a civil action to the person from whom such payment is demanded . . . for damages of three times
10 the amount by which the payment or payments demanded . . . exceed the maximum rent or
11 maximum adjusted rent which could be lawfully demanded . . . together with reasonable
12 attorneys' fees and costs as determined by the court." L.A.M.C. § 151.10(A).

13 117. Defendants have violated this provision of LARSO by taking the following
14 actions:

- 15 a. Twice charging and collecting rent for February 2019 from Plaintiff
16 Tomas Hernando;
- 17 b. Demanding and collecting from Plaintiffs Tomas Hernando and Dulce
18 Sandoval purported SCEP fees without written notice and all at once;
- 19 c. Demanding and collecting inexplicable fees from all Plaintiffs except for
20 Plaintiff Arzate;
- 21 d. Representing that during Plaintiff Jesus Palafox's tenancy, Defendants
22 deducted money from his security deposit without explanation. Also
23 charging Plaintiff Palafox \$82.84 in September 2019 without explanation;
- 24 e. Increasing Plaintiff Johanna Martinez's rent in February 2019 verbally, in
25 violation of Civil Code § 827(b), and then increasing Plaintiff Johanna
26 Martinez's rent for a second time over the same 12-month period in
27 December 2019, in violation of LAMC § 151.06(D); and
- 28 f. Demanding and collecting rent from Plaintiffs after reducing Plaintiffs'

1 housing services without any reduction in the amount of monthly rent.

2 118. Each Defendant is a "person who demands . . . payment of rent" in violation of
3 the RSO, and therefore is independently liable to each of Plaintiffs for the statutory treble
4 damages. *See* L.A.M.C. § 151.10(A).

5 119. The amounts demanded by Defendants from Plaintiffs exceeded the "maximum
6 rent . . . which could be lawfully demanded" by an amount to be proven at trial. Under LARSO,
7 Plaintiffs are entitled to three times that excess in damages from each Defendant jointly and
8 severally.

9 120. Under LARSO, Plaintiffs are also entitled to reasonable attorney's fees and costs
10 as determined by the Court.

11 **EIGHTH CAUSE OF ACTION**

12 **Assault**

13 **(By Plaintiffs Dulce Sandoval and Johanna Martinez Against Defendants PMA, Laramar,**
14 **and Urban Neighborhood)**

15 121. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
16 this paragraph, all the allegations of this Complaint.

17 122. The agent of Defendants PMA, Laramar, and Urban Neighborhood, a security
18 guard at the Property, threatened Plaintiffs Dulce Sandoval and Johanna Martinez in a harmful
19 and offensive manner when he pulled a gun on their guest at the Property, next to whom they
20 were standing at the time. It reasonably appeared to Plaintiffs Dulce Sandoval and Johanna
21 Martinez that these Defendants' security guard was going to shoot at or near them, and they did
22 not consent to such conduct.

23 123. As a direct and proximate cause of Defendants' agent's actions, Plaintiffs Dulce
24 Sandoval and Johanna Martinez suffered serious emotional distress including, but not limited to,
25 feelings of anxiety, fearfulness, frustration, depression, worry, discomfort, disgust, and shame.

26 124. Defendants' agent's actions were a substantial factor in causing Plaintiffs Dulce
27 Sandoval and Johanna Martinez serious emotional distress, which was a foreseeable, direct, and
28 proximate result of Defendants' security guard's actions. Consequently, Plaintiffs Dulce

1 Sandoval and Johanna Martinez are entitled to an award of damages.

2 125. Defendants' agent's acts were willful, malicious, and oppressive, amounting to
3 despicable conduct that subjected Plaintiffs Dulce Sandoval and Johanna Martinez to cruel and
4 unjust hardship in conscious disregard of their rights. Defendants had advance knowledge of the
5 unfitness of the security guard and employed him with a conscious disregard of the rights or
6 safety of others. Defendants also authorized or ratified the guard's wrongful conduct.

7 126. Thus, Plaintiffs Dulce Sandoval and Johanna Martinez are entitled to an award of
8 punitive and exemplary damages in an amount to be determined at trial.

9 **NINTH CAUSE OF ACTION**

10 **Violation of Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.***

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

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

14 128. Defendants have engaged in unlawful, unfair, and/or fraudulent business practices
15 as defined by Business & Professions Code §§ 17200 *et seq.*, by engaging in the unlawful,
16 unfair, and fraudulent business practices set forth herein.

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

20 130. As a direct and proximate cause of Defendants' continued conduct as described
21 above, Plaintiffs have suffered, and continue to suffer, irreparable harm: they have been injured
22 in fact and have suffered monetary and property loss.

23 131. As a result of the above conduct, Plaintiffs are entitled to restitutionary damages
24 and disgorgement of Defendants' ill-gotten gains.

25 **DEMAND FOR JURY TRIAL**

26 132. Pursuant to California Code of Civil Procedure § 631, Plaintiffs demand a trial by
27 jury on all issues so triable.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs respectfully pray judgment as follows:

3 1. Actual, compensatory, consequential, and restitutionary damages in an amount
4 according to proof;

5 2. Emotional distress damages;

6 3. Civil penalties and/or statutory damages as allowed by law, including penalties
7 per violation under Civil Code sections 1940.2(b), 1942.4(b)(1), and LAMC section 151.10(A);

8 4. Punitive and exemplary damages in an amount necessary to punish Defendants in
9 an amount according to proof;

10 5. For rescission, recessionary damages, restitution and restoration to Plaintiffs of all
11 funds to which they are entitled, and disgorgement of Defendants' ill-gotten gains, in an amount
12 according to proof;

13 6. Costs and attorneys' fees for Plaintiffs for prosecuting this action pursuant to
14 California Civil Code section 1942.4(b)(2), LAMC § 151.10(A) and any other applicable
15 provisions of law;

16 7. Prejudgment interest and costs; and

17 8. Such other relief as the Court deems just and proper.

18
19 DATED: August 3, 2020

20 By: 
21 _____
22 Noah Grynbeg
23 *Attorneys for Plaintiffs*
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PROOF OF SERVICE

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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is:
1137 N. Westmoreland Ave., #16; Los Angeles, CA 90029

On August 5, 2020, I served the within documents:

FIRST AMENDED COMPLAINT

[C.C.P. § 2031] on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

X **[BY EMAIL—CRC 2.251(c)]** My electronic service address is noah.grynberg@laccla.org. I electronically served the documents listed above by transmitting them via electronic mail to the people listed in the attached service list at the email addresses listed in the attached service list. I did not receive a notice of non-transmission within a reasonable time following service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 5, 2020, at Los Angeles, California.



Noah Grynberg

1 **Service List**

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14 *Attorneys for Defendants*

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16 ANGELES EL SERENO MB, LLC; LARAMAR URBAN NEIGHBORHOOD GROUP, LLC

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