

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Michelle Williams Court

**LOS ANGELES CENTER FOR
COMMUNITY LAW AND ACTION**

1137 North Westmoreland Avenue, #16

Los Angeles, CA 90029

Telephone: (909) 524 6505

GINA HONG (SBN 322256)

gina.hong@laccla.org

TYLER ANDERSON (SBN 301808)

tyler.anderson@laccla.org

NOAH GRYNBERG (SBN 296080)

noah.grynberg@laccla.org

Attorneys for Plaintiffs

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES — CENTRAL DISTRICT**

FRANCISCA LOPEZ and MISAELO
VARGAS

Plaintiffs,

v.

VNN PROPERTIES, LLC, and RAMIN
VEISEH

Defendants.

Case No.: _____

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF:**

1. Violation of the Fair Employment and Housing Act
2. Violation of the Unruh Act
3. Common Law Intrusion into Private Affairs
4. Retaliation in Violation of Cal. Civ. Code §§ 1942.5(a) and 1942.5(d)
5. Breach of the Common Law Covenant of Quiet Enjoyment
6. Breach of the Covenant of Quiet Enjoyment in Violation of Cal. Civ. Code § 1940.2
7. Intentional Infliction of Emotional Distress
8. Violation of the Bane Act, Cal. Civ. Code § 52.1
9. Breach of the Common Law Duty of Care
10. Breach of the Implied Covenant of Good Faith and Fair Dealing
11. Demand and Collection of Excess Rent in Violation of the Los Angeles Rent Stabilization Ordinance
12. Nuisance
13. Unfair and Unlawful Business Practices in Violation of California Business & Professions Code § 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 **I. INTRODUCTION**

2 It is axiomatic that immigrants and women should be given equal opportunity to rent a
3 home in this country. Landlords should not adopt policies or practices that prevent particular
4 groups of people from living peacefully in rental housing, especially when those policies or
5 practices are motivated by invidious discrimination. Landlords should not retaliate against
6 tenants for exercising their civil rights. When landlords are animated by retaliatory motives and
7 discriminatory intent, they must be held accountable to the injured tenants. This case arises
8 because Defendants arbitrarily discriminated against the Plaintiffs, and when the Plaintiffs
9 refused to acquiesce to the Defendants' expectations of the Plaintiffs, Defendants retaliated
10 against them.

11 **II. PARTIES**

12 1. Plaintiffs Francisca Lopez and Misael Vargas are tenants at 2418 East First Street,
13 Los Angeles, CA, 90033 (the "Property"). Plaintiffs have lived in their home since 2008.
14 Plaintiffs occupy this unit with their children.

15 2. Plaintiff Francisca Lopez, is, and was at all times material hereto, a resident of the
16 County of Los Angeles in the State of California, and a tenant at the Property. Francisca Lopez is
17 the wife of Plaintiff Misael Vargas.

18 3. Plaintiff Misael Vargas is, and was at all times material hereto, a resident of the
19 County of Los Angeles in the State of California, and a tenant at the Property. Misael Vargas is
20 the husband of Plaintiff Francisca Lopez.

21 4. Defendant VNN Properties, LLC was, at all times material hereto, a limited
22 liability company incorporated in the State of California. VNN Properties, LLC is the current
23 owner of the Property. VNN Properties, LLC acquired the Property in August 2018.

24 5. Defendant Ramin Veiseh was, at all times material hereto, a resident of the
25 County of Los Angeles in the State of California, and is the principal officer of VNN Properties,
26 LLC. Defendant Ramin Veiseh is a managing member of VNN Properties, LLC.

27 6. Wherever reference is made in this Complaint to any act or failure to act by a
28 Defendant or Defendants, such allegations and references shall also mean the acts and failures to

1 act of each Defendant, whether acting individually, or jointly and severally.

2 7. Wherever reference is made to individuals who are not named as Defendants in
3 this Complaint, but who are or were employees, agents, associates, joint venturers, managers,
4 directors, board members, partners, trustees, or beneficiaries of a named Defendant and/or the
5 named Defendant's companies or organizations, Plaintiffs assert that the conduct of such
6 individuals at all relevant times was on behalf of the named Defendant and was within the course
7 and scope of their employment or agency.

8 **III. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

9 8. Plaintiffs Francisca Lopez and Misael Vargas are residential tenants living at
10 2418 East First Street, Los Angeles, CA 90033 ("Property"). Both Francisca Lopez and Misael
11 Vargas are immigrants to the United States from Mexico. Both Francisca Lopez's and Misael
12 Vargas' first language is Spanish.

13 9. The building where Plaintiffs live contains two residential units on the second
14 floor, and a commercial unit on the bottom floor. Plaintiffs Francisca Lopez and Misael Vargas
15 are married and live in one of the residential units with their four children. Their neighbors, Joel
16 Ojeda Martinez and Jose Camacho, live in the residential unit next door. To the date of this
17 Complaint, no commercial tenant leases the first-floor unit.

18 10. The Property is subject to the Los Angeles Rent Stabilization Ordinance, Los
19 Angeles Municipal Code §§ 151.00 *et seq.* ("LARSO").

20 11. Plaintiffs Francisca Lopez and Misael Vargas began their tenancy in 2008
21 pursuant to a lease agreement with their former landlord, Alicia Noriega. Alicia Noriega was
22 Plaintiffs' landlord until on or around August 2018 when, over ten years into Plaintiffs' tenancy,
23 Defendants purchased the Property.

24 12. When Defendants purchased the Property, Plaintiff Francisca Lopez was around
25 three months pregnant with her youngest child.

26 **Plaintiffs Misael Vargas and Francisca Lopez refuse to sign a new lease with different, less**
27 **favorable terms.**

28 13. On or around August 30, 2018, Plaintiffs received a letter posted on their door

1 introducing Defendants as their new landlord. Plaintiffs immediately contacted Defendant Ramin
2 Veiseh to ask where to send rent for September 2018. Defendant Ramin Veiseh then stated that
3 he would pick up the rent in person, and that he would also bring a new lease for Plaintiffs
4 Francisca Lopez and Misael Vargas to sign. Defendant Ramin Veiseh verbally assured Plaintiffs
5 that nothing in the new lease would differ from their existing agreement.

6 14. Defendant Ramin Veiseh then arrived at the apartment the following evening
7 August 31, 2018 to physically receive the rent and to provide said new lease. Plaintiffs informed
8 him that they needed time to review the contract and did not sign the lease in that moment.

9 15. Over the following several days, Plaintiffs Francisca Lopez and Misael Vargas
10 reviewed the proposed lease and identified significant differences in this lease from their existing
11 agreement with their old landlord, including fewer parking spaces and different charges for
12 property maintenance.

13 16. On September 7, 2018, Defendant Ramin Veiseh texted Misael Vargas to inquire
14 about the new, proposed lease. Plaintiffs did not respond, because they wanted more time to
15 review the proposed lease.

16 17. On or about September 12, 2018 Plaintiffs refused to sign Defendants' new
17 proposed lease because it included a number of terms that were materially different from
18 Plaintiffs' current lease and with which Plaintiffs did not agree.

19 18. Defendants also proposed a new lease to Plaintiffs Francisca Lopez and Misael
20 Vargas' neighbors, Jose Camacho and Joel Ojeda Martinez. However, Defendants first offered
21 Jose Camacho a "cash for keys" agreement for a couple thousand dollars, on or around October
22 2018. Immediately before Defendant Ramin Veiseh offered Mr. Camacho a "cash for keys"
23 agreement, and during the same conversation when the offer was made, Defendant Ramin
24 Veiseh said that Jose Camacho was not "like these stupid Mexicans," referring to Plaintiffs
25 Francisca Lopez and Misael Vargas and pointing to Plaintiffs' apartment. Defendant Ramin
26 Veiseh then made his cash for keys offer to Jose Camacho.

27 19. Jose Camacho refused the "cash for keys" agreement and also did not sign a new
28 lease.

1 20. Joel Ojeda Martinez, Plaintiffs' other neighbor, did sign a new lease with
2 Defendants on September 14, 2019.

3 21. On September 26, 2018, Plaintiffs received a notice of rent increase.

4 22. Days later, on October 30, 2018, Plaintiffs texted Defendant Ramin Veiseh asking
5 him to pick up the rent for November 2018. Plaintiffs Francisca Lopez and Misael Vargas
6 subsequently prepared a money order for the rent, and met with Defendant Ramin Veiseh that
7 evening. During that in-person meeting, Ramin Veiseh refused to accept the rent and handed a
8 piece of paper to Plaintiff Lopez, stating it was an "eviction notice." Plaintiffs instantly reviewed
9 the paper and responded that this was not an "eviction notice," and that nothing on the paper
10 stated that it was such a notice.

11 23. In an effort to understand more about their rights, Plaintiff Francisca Lopez took
12 this purported "eviction notice" to her local office of the Housing and Community Investment
13 Department ("HCID") of the City of Los Angeles, where she then filed a complaint for illegal
14 eviction based on the events of October 30 through October 31, 2018.

15 24. In November, 2018, after their daughter experienced problems breathing that led
16 to the Plaintiffs visiting the hospital, Plaintiffs submitted a complaint to the Los Angeles County
17 Department of Public Health to investigate whether the visible growth of black spots in her
18 bathroom was toxic mold impacting her daughter's and her family's health.

19 25. Also in November 2018, Plaintiffs' neighbor, Joel Ojeda Martinez, messaged
20 Plaintiff Misael Vargas on behalf of Defendant Ramin Veiseh and requested that all the Plaintiffs
21 meet with Defendant Ramin Veiseh. Plaintiffs agreed, and also invited their neighbor Jose
22 Camacho to the meeting. That meeting took place on November 4, 2018.

23 26. During the November 4, 2018 meeting, Plaintiffs Francisca Lopez and Misael
24 Vargas attempted to explain that the laundry appliance and personal storage they were using at
25 the Property were authorized and used for over a decade. Plaintiffs attempted to provide
26 Defendant Ramin Veiseh with this explanation because he verbally stated both at the meeting
27 and previously that Plaintiffs were not entitled to these laundry appliances or personal storage.

28 27. Plaintiffs informed Defendants during that meeting that if Ramin Veiseh insisted

1 on taking away both laundry appliances and personal storage space, that would be a reduction of
2 services warranting a rent decrease.

3 **Defendants continue to harass Plaintiffs, and begin to surveil them and reduce Plaintiffs’**
4 **services by disconnecting their laundry appliances.**

5 28. November 21, 2018, Defendant Ramin Veiseh filed an unlawful detainer action to
6 terminate Defendants’ tenancy, for allegedly committing a nuisance by maintaining laundry
7 appliances and personal storage space at the Property.

8 29. Plaintiffs filed a timely answer to this unlawful detainer action and actively
9 defended themselves in the action.

10 30. On February 22, 2019, Plaintiff Francisca Lopez gave birth to her fourth child.

11 31. After giving birth to each child, Plaintiff Francisca Lopez has always rested at
12 home for around four weeks to recover and bond with the newborn.

13 32. As of March 12, 2019, Defendants were aware of Plaintiff Francisca Lopez’s
14 recent childbirth and therefore of her more vulnerable physical state. Nonetheless, on that date,
15 Defendant Ramin Veiseh personally served Plaintiff Francisca Lopez with a notice threatening to
16 shut off water to the entire Property for days.

17 33. To serve this notice, Defendant Ramin Veiseh arrived at Plaintiffs’ home,
18 unannounced and during business hours, and finding Plaintiff Francisca Lopez alone with no one
19 else but her baby, he began openly video-recording her as she carried her newborn child.
20 Plaintiff Francisca Lopez asked Ramin Veiseh repeatedly to stop video recording her, stating that
21 she had just given birth and this was an invasion of her privacy. Defendant Ramin Veiseh
22 refused to stop recording her, despite Plaintiff Francisca Lopez’s protests.

23 34. The next day, on March 13, 2019, Defendants disconnected Plaintiffs’ washer and
24 dryer by physically removing the hosing and ventilation system of the appliances, and sealing off
25 the water pipes behind the appliance.

26 35. Also in March 2019, Defendants installed cameras to surveil the Plaintiffs at the
27 Property: one camera faces the back stairwell used by tenants at the Property to access their
28 parking spots, and other cameras face the common areas of the Property that are only accessible

1 to the tenants. No cameras face any entrance to the Property.

2 36. By April 2019, Plaintiff Francisca Lopez was so physically impacted by the stress
3 Defendants inflicted that she ceased breastfeeding her newborn baby less than two months after
4 he was born. With all of her other children, she breastfed them for a year after birth.

5 **Defendants escalate the harassment against Plaintiffs.**

6 37. Leading up to trial in the unlawful detainer action, Defendants removed electricity
7 from the common areas of the Property, leaving the main exit to the parking lot that Plaintiffs use
8 on a daily basis without light for approximately a month.

9 38. As soon as Plaintiffs testified in open court during the unlawful detainer trial that
10 they had no electricity in the common areas of the Property, Defendants restored the electricity to
11 the common areas.

12 39. A jury returned a verdict in favor of Plaintiffs Francisca Lopez and Misael Vargas
13 in the unlawful detainer case, finding that they did not commit a nuisance.

14 40. Shortly after Plaintiffs prevailed in trial of the first unlawful detainer action,
15 Plaintiffs made further complaints about unsafe conditions, including but not limited to unsafe
16 and unstable stairs, to the City of Los Angeles.

17 41. Also shortly after Plaintiffs prevailed in the first unlawful detainer action,
18 Defendant Ramin Veiseh escalated his campaign of harassment against the Plaintiffs by
19 constantly serving notices to enter their home, at times entering their home without notice at all,
20 and deliberately intruding in their use of their home.

21 42. Defendants' escalated conduct constitutes a habitual business practice of inflicting
22 as much distress and suffering as possible on Plaintiffs. Defendants employed this business
23 practice against Plaintiffs in an effort to make life at the Property unbearable and thereby cause
24 Plaintiffs to quit the Property, and gain an advantage in the rental market as an owner of a
25 property subject to the Los Angeles Rent Stabilization Ordinance.

26 43. Defendants' escalated conduct proceeded under the alleged cover of making
27 repairs to uninhabitable and unsafe conditions at the Property, and complying with orders to
28 abate such conditions from the City of Los Angeles. These conditions include and are not limited

1 to:

- 2 a. Unsafe stair railings;
- 3 b. Mold in the bathroom;
- 4 c. Malfunctioning and broken window frames and hinges;
- 5 d. Lacking smoke detectors;
- 6 e. Unclean and unsafe common area conditions, such as peeling paint, water
- 7 damage, and overgrown vegetation.

8 44. Between May and September 2019, Defendants repaired some of these
9 conditions, but always in a manner that would further harass and distress the Plaintiffs. Using the
10 repairs as an excuse to torment the Plaintiffs, Defendants escalated their harassing conduct by
11 constantly creating fear and apprehension in the Plaintiffs, ruining all sense of comfort Plaintiffs
12 took in their home, and disrespecting Plaintiffs' personal boundaries and expectations of privacy.

13 45. The escalation of Defendants' harassment continues to the date of this Complaint,
14 and makes living at the Property intolerable. Defendants' escalation includes but is not limited to
15 the following conduct:

- 16 a. Defendant Ramin Veiseh repeatedly, physically waits around or circles the
- 17 Property until Plaintiff Francisca Lopez returns home before immediately
- 18 showing up at her door, unannounced, to personally serve notices to enter the
- 19 apartment;
- 20 b. Defendant Ramin Veiseh constantly serves notices to enter the Property: between
- 21 May and September of 2019, Defendants served at least 25 notices to enter the
- 22 Property;
- 23 c. Defendants state on their notices to enter the Property that repairs will be made,
- 24 but frequently arrive and spend hours in Plaintiffs' home, idling and not
- 25 performing any work or repairs;
- 26 d. Defendant Ramin Veiseh frequently enters the house simply to look around, take
- 27 pictures of Plaintiffs' possessions, film videos of Plaintiffs' home, and delay
- 28 making any legitimate repairs;

- 1 e. Defendant Ramin Veiseh frequently films videos inside and takes photos of the
2 Plaintiffs' home, persons, and personal possessions, despite the protests of both
3 Plaintiffs;
- 4 f. Defendant Ramin Veiseh blocks every attempt by Plaintiffs to ask questions of
5 purported workers in her home about the repairs they are performing, frequently
6 yelling at the workers in the presence of Plaintiffs and demanding that no one
7 speak to Plaintiffs, even to introduce themselves or explain the work they are
8 performing inside Plaintiffs' apartment, despite Defendants bringing such workers
9 into Plaintiffs' home;
- 10 g. Defendant Ramin Veiseh does not bother entering the Property to purportedly
11 make repairs if he does not see that one of Plaintiffs' cars are parked outside,
12 confirming they are at home and available to harass, and despite having served a
13 notice stating he will enter the unit;
- 14 h. Defendant Ramin Veiseh prohibited the Plaintiffs from using the one restroom in
15 the home for multiple days in August 2019 without any explanation as to why, or
16 any apparent reason for prohibiting use of the bathroom, and with full knowledge
17 that a newborn baby and other children are living in the home;
- 18 i. Defendants use the cover of allegedly making repairs to consistently intrude on
19 and interrupt Plaintiffs' lives, such as by insisting Plaintiffs indefinitely remove
20 all possessions from their closet in the Property for purported repairs to the light
21 in the closet;
- 22 j. Defendant Ramin Veiseh constantly enters the unit without any plans to make
23 repairs, as shown by his frequent employment of workers and tradespeople who
24 openly state they do not have work to perform for that day or knowledge of plans
25 to perform specific work;
- 26 k. On multiple occasions, Defendant Ramin Veiseh entered the apartment with his
27 own key, without any prior notice: on September 4, 2019, Plaintiff Misael Vargas
28 was on the sofa watching television when he heard an unknown phone ringing in

1 the house, and he shortly discovered Defendant Ramin Veiseh and a purported
2 electrician inside the closet;

3 1. Defendant Ramin Veiseh consistently arrives unannounced at the Property with
4 his son to videotape Plaintiffs as he serves notices to enter the unit, at times
5 videotaping their persons, and at other times videotaping their possessions,
6 including their cars;

7 46. As a result of Defendants' actions and inactions, Plaintiffs have suffered serious
8 emotional distress including, but not limited to, feelings of anxiety, fearfulness, frustration,
9 depression, anger and rage, worry, discomfort, disgust, and powerlessness.

10 47. Plaintiff Francisca Lopez in particular has experienced and continues to
11 experience nausea from stress, inability to focus and concentrate on quality time with her
12 children. Plaintiff Francisca Lopez experienced physical manifestations of stress and anxiety,
13 including problems with sleeping, headaches, and early contractions. On several occasions
14 during her pregnancy, Plaintiff Francisca Lopez was unable to eat or sleep, despite her pregnant
15 condition, because of the stress and time expended on dealing with Defendants' efforts to
16 terminate her tenancy.

17 48. Both Plaintiffs Francisca Lopez and Misael Vargas endured constant fear and
18 stress of being forced out of their home while Plaintiff Francisca Lopez was expecting, in labor,
19 or in the hospital for the birth.

20 49. Plaintiff Misael Vargas in particular experienced and continues to experience lack
21 of sleep and constant frustration and anger, impacting his relationships with coworkers in his
22 workplace, and impacting his ability to spend quality time with his wife and children.

23 50. Plaintiffs suffering has impacted not only their individual stability, but the
24 stability of their relationship and the health and wellness of their family. Feeling unsafe in their
25 own home and unable to trust their lessor, Plaintiffs installed cameras within their unit in June
26 2019.

27 51. Plaintiffs now live in constant frustration and fear concerning when their landlord
28 will enter their home, or cut off access to basic needs. That frustration and fear manifests in

1 numerous ways, including but not limited to:

- 2 a. Spending hours every week reviewing video footage of their own home to
3 confirm that their landlord did not enter their unit without their consent or notice,
4 unable to rest or spend that time with their family;
- 5 b. Not expecting privacy in any corner of their unit, such that the Plaintiffs feel it
6 necessary to take measures like covering and hiding their laundry hamper and
7 other more intimate possessions in their own home;
- 8 c. Leaving their home whenever Defendants choose to intrude by entering at all
9 hours of the day, in an attempt to avoid further harassment and distress;
- 10 d. Fearing with every unknown noise that Defendants are in Plaintiffs' unit or on the
11 Property to harass Plaintiffs.

12 52. Plaintiffs suffer from Defendants' conduct on a constant basis: Defendants' visits
13 to the Property, to the date of this Complaint, occur at a rate of more than once a week.
14 Defendants' business practice of maintaining the Property includes harassment and intentional
15 infliction of distress on Plaintiffs.

16 53. On September 26, 2019, Defendants served Plaintiffs Francisca Lopez and Misael
17 Vargas with a notice of rent increase. The other tenants at the Property did not receive a similar
18 rent increase.

19 **Defendants discriminate against Plaintiffs Francisca Lopez and Misael Vargas on the basis**
20 **of national origin, ethnicity, and race, and against Plaintiff Francisca Lopez on the basis of**
21 **gender and sex.**

22 54. Defendants engage in the actions described herein with discriminatory intent:
23 Defendants know and have known that Plaintiffs Francisca Lopez and Misael Vargas are
24 immigrants from Mexico.

25 55. Plaintiffs Francisca Lopez and Misael Vargas were both born in and immigrated
26 to the United States from Mexico and are of Mexican descent, and their first language is Spanish.
27 Both Plaintiffs therefore speak English with strong accents and do not speak English fluently.

28 56. The other two adult tenants in the building where the Property is located, Joel

1 Ojeda Martinez and Jose Camacho, are also Latino, but neither speaks English with an accent
2 and each speaks English fluently. The Defendants do not perceive these other two adults as
3 immigrants to the United States from Mexico.

4 57. Joel Ojeda Martinez complied with Defendants demands by signing a new lease
5 agreement at Defendant Ramin Veiseh's request.

6 58. When demanding the tenants at the Property sign new leases with him on or
7 around September 2018, Defendants offered Jose Camacho and Joel Ojeda Martinez two parking
8 spaces for their unit, while only offering Plaintiffs' one parking space, with full knowledge that
9 Plaintiffs have multiple children in their unit.

10 59. Jose Camacho was offered a "cash for keys" agreement in October 2018 when
11 Defendant Ramin Veiseh spoke with him in person. During this conversation, Defendant Ramin
12 Veiseh stated that the Latinos cannot afford to stay at the Property, but that Jose Camacho was
13 "not like these stupid Mexicans," pointing to Plaintiffs' unit and referring to the Plaintiffs in this
14 case. Immediately thereafter, during the same conversation, Defendant Ramin Veiseh offered
15 money to Jose Camacho to move out.

16 60. Plaintiffs, in contrast, were not offered any "cash for keys" agreement. When they
17 refused to comply with Defendants' demand to sign a different lease, Defendants began an
18 extended campaign of harassment and retaliation designed to make life at the Property
19 unbearable and thereby cause Plaintiffs to quit the Property that continues to the date of this
20 Complaint.

21 61. Defendants also express disdain for Plaintiffs' capacity to speak English. For
22 example, Defendant Ramin Veiseh first served what he described as an "eviction notice" in
23 October 2018 to Francisca Lopez and Misael Vargas, despite there being no indication
24 whatsoever on this notice that the paper was related to an eviction, as if he did not expect
25 Plaintiffs to be able to read and comprehend the writing on the paper.

26 62. Defendants also express nuanced, yet glaring indications of discriminatory
27 disrespect and animus for Plaintiffs, such as by:

- 28 a. Excessively taping over the door handles of all doors in common areas, as if to

1 indicate the Plaintiffs are either unwelcome, or that Defendants suspect Plaintiffs
2 of wrongful conduct;

- 3 b. Leaving notices for Plaintiffs to pick up on the floor of their home, instead of
4 easily accessible surfaces, such as their television console or dinner table;
- 5 c. Angrily rebuking the Plaintiffs whenever Plaintiffs ask any questions concerning
6 the purported repairs to the unit;
- 7 d. Videotaping Plaintiffs and Plaintiffs' home whenever Defendant Ramin Viesch
8 enters their unit while stating, "It's my house,"
- 9 e. Showing absolutely zero respect for personal boundaries or privacy in inspecting,
10 surveilling, and documenting Plaintiffs' home, such as by videotaping and
11 photographing Plaintiffs' bedroom, and inspecting closets and corners for no
12 apparent or legitimate reason while Plaintiffs' newborn child is asleep in his crib
13 less than a foot away.

14 63. While on September 26, 2019, Defendants served Plaintiffs Francisca Lopez and
15 Misael Vargas a notice of rent increase, Jose Camacho and Joel Ojeda Martinez did not receive
16 any similar rent increase.

17 64. Defendants also refuse to spell Plaintiff Francisca Lopez's name correctly, instead
18 consistently referring to her as "Fransisca Vargas-Lopez (AKA Francisca)." In doing so,
19 Defendants directly insert Plaintiff Francisca Lopez's husbands' name into her name, even
20 though she has never identified herself as having taken his name.

21 65. Plaintiff Francisca Lopez is the only adult woman who is a residential tenant at
22 the Property.

23 66. Defendants continue to target Plaintiff Francisca Lopez when she is alone by
24 arriving unannounced to the Property, as if to exploit a perceived weakness of her being a
25 woman without her husband physically present. Defendants continue this conduct to the date of
26 this Complaint, despite having heard Plaintiff Francisca Lopez testify in open court that she feels
27 intimidated and harassed by such conduct.

28 67. Defendant Ramin Veisch also consistently laughs, scoffs, and smirks in Francisca

1 Lopez’s face when she is speaking to him about arranging appropriate times for his intrusions
2 into her home, asking questions about the alleged repairs being performed at the Property, or
3 otherwise speaking up and advocating for her rights as a tenant. Defendant Ramin Veiseh
4 consistently responds to Plaintiff Francisca Lopez’s face by yelling in her face and referring to
5 her as “Ms. Vargas.”

6 **IV. CAUSES OF ACTION**

7 **FIRST CAUSE OF ACTION**

8 **Violation of the Fair Employment and Housing Act, Gov. Code § 12955**

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

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

12 69. The Fair Employment and Housing Act (“FEHA”) prohibits an owner of a
13 housing accommodation from discriminating against a person on the basis of “the race, color,
14 religion, sex, gender, gender identity, gender expression, sexual orientation, marital status,
15 national origin, ancestry, familial status, source of income, disability, or genetic information of
16 that person.” GOV. CODE § 12955(a).

17 70. FEHA prohibits any person from denying rights created by the Unruh Act or
18 aiding, inciting, or conspiring in such denial. GOV. CODE § 12948. FEHA further prohibits any
19 person subject to the Unruh Act, as the Act applies to housing accommodations, from
20 discriminating against any person. GOV. CODE § 12955(d).

21 71. FEHA also prohibits any “person to make...any notice, statement, or
22 advertisement, with respect to the sale or rental of a housing accommodation that indicates any
23 preference, limitation, or discrimination based on race, color, religion, sex, gender, gender
24 identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial
25 status, source of income, disability, or genetic information or an intention to make that
26 preference, limitation, or discrimination.” GOV. CODE § 12955(c).

27 72. FEHA further prohibits any person from aiding, abetting, inciting, compelling, or
28 coercing such discrimination. GOV. CODE § 12955(g). It is also unlawful for any owner of

1 housing accommodations under FEHA to “harass, evict, or otherwise discriminate against any
2 person in the sale or rental of housing accommodations when the owner’s dominant purpose is
3 retaliation against a person who has opposed practices unlawful under this section, informed law
4 enforcement agencies of practices believed unlawful under this section, has testified or assisted
5 in any proceeding under this part, or has aided or encouraged a person to exercise or enjoy the
6 rights secured by this part.” GOV. CODE § 12955(f).

7 73. The Property is a “housing accommodation” within the meaning of FEHA. GOV.
8 CODE § 12927.

9 74. Defendants have violated FEHA through their actions including, but not limited
10 to, by:

- 11 a. Referring to the Plaintiffs as “those stupid Mexicans” and stating that Latino
12 people like the Plaintiffs were unable to afford the rents they wanted for the
13 Property;
- 14 b. Offering the Plaintiffs’ neighbor Jose Camacho a “cash for keys” agreement and
15 failing to offer the same agreement to Plaintiffs;
- 16 c. Willfully creating a hostile and fearful environment for Plaintiffs, and no other
17 tenants at the Property, by constantly entering their unit under the guise of making
18 repairs;
- 19 d. Intentionally harassing the Plaintiffs, and no other tenants at the Property, by
20 consistently videotaping and photographing them and their possessions;
- 21 e. Only serving a notice of rent increase on the Plaintiffs, and no other tenants at the
22 Property, in September 2019;
- 23 f. Targeting Plaintiff Francisca Lopez as if exploiting a perceived weakness
24 whenever her husband is not physically present, and only laughing, scoffing, and
25 smirking in her face in response to her questions.
- 26 g. Deliberately misstating Plaintiff Francisca Lopez’s name.

27 75. Defendants discriminate, in violation of the FEHA, against both Plaintiffs on the
28 basis of race, color, and national origin. Defendants discriminate, in violation of the FEHA,

1 against Plaintiff Francisca Lopez on the basis of gender and sex.

2 76. As a result of Defendants' violations of the FEHA, Plaintiffs suffered damages,
3 including emotional distress, in an amount to be proven at trial.

4 77. Defendants' actions were willful, malicious, fraudulent, and oppressive, and were
5 committed with the wrongful intent to injure the Plaintiffs in conscious disregard of their rights
6 under the law. Defendants willfully and intentionally, without just cause, deprives the Plaintiffs
7 of their civil rights under the laws of the State of California, entitling them to an award of
8 exemplary and punitive damages.

9 78. Pursuant to Gov. Code § 12989.2, Plaintiffs are entitled to compensatory
10 damages, punitive damages, attorney's fees and costs.

11 **SECOND CAUSE OF ACTION**

12 **Violation of the Unruh Act, California Civil Code § 51**

13 **(All Plaintiffs Against All Defendants)**

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

16 80. The Unruh Act states that, "[a]ll persons within the jurisdiction of this state are
17 free and equal, and no matter what their sex, race, color, religion, ancestry, national origin,
18 disability, medical condition, genetic information, marital status, sexual orientation, citizenship,
19 primary language, or immigration status are entitled to the full and equal accommodations,
20 advantages, facilities, privileges, or services in all business establishments of every kind
21 whatsoever." CIV. CODE § 51(b).

22 81. The Unruh Act defines "sex" as including, but not limited to "pregnancy,
23 childbirth, or medical conditions related to pregnancy or childbirth. 'Sex' also includes, but is
24 not limited to, a person's gender." CIV. CODE § 51 (e)(5).

25 82. Defendants violated the Unruh Act through their actions, including but not limited
26 to by:

- 27 a. Referring to the Plaintiffs as "those stupid Mexicans" and stating that Latino
28 people like the Plaintiffs were unable to afford the rents they wanted for the

1 Property;

2 b. Offering the Plaintiffs' neighbor Jose Camacho a "cash for keys" agreement and
3 failing to offer the same agreement to Plaintiffs;

4 c. Willfully creating a hostile and fearful environment for Plaintiffs, and no other
5 tenants at the Property, by constantly entering their unit under the guise of making
6 repairs;

7 d. Intentionally harassing the Plaintiffs, and no other tenants at the Property, by
8 consistently videotaping and photographing them and their possessions;

9 e. Only serving a notice of rent increase on the Plaintiffs, and no other tenants at the
10 Property, in September 2019;

11 f. Targeting Plaintiff Francisca Lopez as if exploiting a perceived weakness
12 whenever her husband is not physically present, and only laughing, scoffing, and
13 smirking in her face in response to her questions.

14 g. Deliberately misstating Plaintiff Francisca Lopez's name.

15 83. As a result of Defendants' violations of the Unruh Act, Plaintiffs suffered
16 damages, including emotional distress, in an amount to be determined at trial.

17 84. Plaintiffs are entitled to statutory damages in any amount that may be determined
18 by a jury, or a court sitting without a jury, up to three times the amount of actual damages, but in
19 no case less than four thousand dollars for each violation of their rights under the Unruh Act.
20 CIV. CODE § 52(a).

21 85. Defendants' actions were willful, malicious, fraudulent, and oppressive, and were
22 committed with the wrongful intent to injure the Plaintiffs and in conscious disregard of their
23 rights, in that Defendants willfully and intentionally, and without just cause, deprived them of
24 their civil rights under the laws of the State of California, entitling Plaintiffs to an award of
25 exemplary and punitive damages.

26 86. By violating the Unruh Act as alleged, Defendants demonstrated that they are
27 likely to continue to engage in the pattern and practice of unlawful discrimination that is the
28 subject of this complaint. Plaintiffs lack any remedy to prevent such harm, injury, and loss until

1 this Court enjoins the complained-of unlawful conduct and grants other affirmative relief as
2 prayed for herein.

3 87. Pursuant to Civil Code § 3294, Plaintiffs are entitled to punitive damages in an
4 amount to be determined at trial, compensatory damages, attorneys' fees, awards and costs.

5 **THIRD CAUSE OF ACTION**

6 **Common Law Intrusion into Private Affairs**

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

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

10 89. At all times relevant hereto, California law prohibits a person from intruding into
11 the private affairs of another.

12 90. Plaintiffs have a reasonable expectation of privacy in their home, against
13 intrusions from their lessor or any uninvited persons, such as the lessor's agents. Plaintiffs'
14 reasonable expectation of privacy extends over the vicinity and boundaries of any physical space
15 maintained for the use by their family, and for which they pay rent. This necessarily includes any
16 rooms and enclosed spaces maintained for personal use, such as sleeping, by Plaintiffs and their
17 family members, including bedrooms, closets, and closets within bedrooms.

18 91. Defendants have repeatedly violated this expectation of privacy by intruding into
19 Plaintiffs' home under the guise of making reasonable repairs, and at times entering Plaintiffs'
20 home with no notice whatsoever. Defendants' conduct is highly offensive and includes, but is not
21 limited to:

- 22 a. Installing cameras at the Property to surveil Plaintiffs;
- 23 b. Photographing and videotaping Plaintiffs' home, persons, and personal property
24 in explicit violation of Plaintiffs' expressed refusal to consent to such
25 photographing and videotaping;
- 26 c. In particular, photographing and videotaping Plaintiffs' bedroom, and videotaping
27 Plaintiff Francisca Lopez, seemingly at every opportunity, when serving notices
28 to enter her unit;

1 d. Constantly entering Plaintiffs' home, at times with no notice, and under the guise
2 of performing reasonable repairs;

3 e. Interfering with the satisfaction of basic needs inside Plaintiffs' home, such as by
4 refusing to permit use of the bathroom for multiple days, and demanding that the
5 Plaintiffs remove the contents of their personal closets for no apparent reason.

6 92. A highly offensive intrusion upon reasonable privacy expectations is actionable,
7 entitling Plaintiffs to compensatory damages, including for emotional distress, in an amount to
8 be determined at trial.

9 **FOURTH CAUSE OF ACTION**

10 **Retaliation in Violation of Cal. Civ. Code §§ 1942.5(a) and 1942.5(d)**

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

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

14 94. At all times relevant hereto, Civil Code § 1942.5(a) has prohibited a landlord
15 from threatening to evict a tenant, terminating a tenancy, causing a tenant to quit a property
16 involuntarily, decreasing a tenant's services or otherwise taking adverse action against a tenant to
17 retaliate against a tenant for the tenant's written or oral complaint regarding the habitability or
18 tenantability of their unit to the landlord or written complaint, or oral complaint registered or
19 otherwise recorded in writing, to a government agency, of which the landlord has notice, made
20 for the purpose of obtaining correction of a condition relating to tenantability, within 180 days
21 from the date of the tenant's complaint if the tenant is not in default as to the payment of their
22 rent.

23 95. In this case, Plaintiffs reported multiple unsafe conditions at the Property to the
24 County and City of Los Angeles, and Defendants' October 2018 threat to terminate their tenancy
25 to HCID.

26 96. In response, Defendants took retaliatory acts, such as delaying and refusing to
27 make repairs to conditions causing Plaintiffs concern at the Property and rendering the Property
28 uninhabitable in order to cause Plaintiffs to quit the property involuntarily, selectively cutting off

1 access to electricity in the common areas, and incessantly entering Plaintiffs' unit to intentionally
2 harass, vex, threaten, and cause anxiety and fear in Plaintiffs.

3 97. At all times relevant hereto, Civil Code § 1942.5(d) has prohibited a landlord
4 from increasing rent, decreasing services, causing a tenant to quit involuntarily, or threatening to
5 do any of these acts, to retaliate against their tenant because the tenant has exercised any of their
6 rights under the law.

7 98. Plaintiffs have a right to freely contract, including to refuse to enter a contract that
8 would replace an existing agreement with their lessor, and be disadvantageous to them. In this
9 case, Plaintiffs refused to sign the Defendants' proposed lease when they demanded that all
10 tenants at the Property obey them by acquiescing to their terms. Plaintiffs also have a right to
11 jury trial and defense of any action against them. In this case, Plaintiffs defended their unlawful
12 detainer actions and prevailed in their defenses.

13 99. In response, Defendants took retaliatory acts against Plaintiffs such as delaying
14 and refusing to make repairs at the Property in order to cause Plaintiffs to quit the property
15 involuntarily, selectively cutting off access to electricity in the common areas, and incessantly
16 entering Plaintiffs' unit to intentionally harass, vex, threaten, and cause anxiety and fear in the
17 Plaintiffs.

18 100. These acts and others were done to cause Plaintiffs to quit the Property
19 involuntarily and with the intention of retaliating against Plaintiffs. Each of these acts was done
20 within 180 days of Plaintiffs' complaints to the landlord and/or written or oral complaints
21 recorded in writing to a government agency, of which Defendants had notice, regarding
22 habitability or tenantability at the Property, which were made for the purpose of obtaining
23 correction of a condition relating to tenantability at the Property. At all times material hereto,
24 none of Plaintiffs was in default as to the payment of their rent. Each of these acts was therefore
25 done in violation of Civil Code §§ 1942.5(a) and 1942.5(d).

26 101. Plaintiffs have been damaged by Defendant's retaliatory acts in an amount
27 according to proof.

28 102. Each of Defendant's retaliatory acts was fraudulent, oppressive, and/or malicious,

1 entitling Plaintiffs each to \$2,000 in punitive damages under Civil Code § 1942.5(h) for each
2 retaliatory act.

3 103. Plaintiffs are also entitled to their reasonable attorneys' fees and costs under Civil
4 Code § 1942.5(i) for each of Defendants' retaliatory acts.

5 **FIFTH CAUSE OF ACTION**

6 **Breach of the Common Law Covenant of Quiet Enjoyment**

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

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

10 105. Every lease contains an implied covenant of quiet enjoyment.

11 106. Defendants breached the implied covenant of quiet enjoyment through their
12 actions, including but not limited to manufacturing oppressive and intolerable living conditions
13 by constantly intruding into the Plaintiffs' unit, and reducing Plaintiffs' services.

14 107. As a direct and proximate cause of Defendant's actions and inactions, Plaintiffs
15 suffered and/or continue to suffer actual and consequential damages, including diminution in
16 value of the leasehold, out-of-pocket costs, lost wages and benefits, reasonable medical
17 expenses, and property damage in an amount to be determined according to proof, but which
18 amount is within the jurisdictional requirements of this Court.

19 108. As a direct and proximate cause of Defendants' actions and inactions, Plaintiffs
20 have suffered serious emotional distress including, but not limited to, feelings of anxiety,
21 fearfulness, frustration, depression, anger and rage, worry, discomfort, disgust, and
22 powerlessness.

23 109. 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 **SIXTH CAUSE OF ACTION**

28 **Breach of the Covenant of Quiet Enjoyment in Violation of Cal. Civ. Code § 1940.2**

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

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

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

7 112. As elaborated above, Defendants breached the covenant of quiet enjoyment
8 through their threatening and menacing actions. Defendants engaged in menacing conduct when
9 surveilling and intentionally harassing Plaintiffs by constantly serving notices to enter, actually
10 entering the apartment pursuant to those notices under the guise of performing repairs,
11 surveilling Plaintiffs, videotaping Plaintiff Francisca Lopez postpartum against her explicit
12 protest, and cutting off access to Plaintiffs’ bathroom while an infant child was in the home.

13 113. Defendants also menaced the Plaintiffs by verbally shouting at them to
14 intentionally intimidate them, and shouting at Defendants’ agents by demanding that none of
15 them speak to the Plaintiffs, even to introduce themselves or explain the work they are
16 performing inside Plaintiffs’ apartment.

17 114. A tenant who prevails in a claim under Civil Code §1940.2 is entitled to a civil
18 penalty of up to \$2,000 for each violation for each Plaintiff. Cal. Civ. Code § 1940.2(b).
19 Plaintiffs are therefore each entitled to statutory penalties of \$2,000 for each violation of Section
20 1940.2 by Defendants.

21 115. Plaintiffs seek civil penalties, compensatory damages, special damages, punitive
22 damages, attorneys’ fees, and costs for Defendants’ violations of Section 1940.2.

23 **SEVENTH CAUSE OF ACTION**

24 **Intentional Infliction of Emotional Distress**

25 **(All Plaintiffs Against All Defendants)**

26 116. Plaintiffs repeat, replead, and incorporate by reference, as though fully set forth in
27 this paragraph, all the allegations of this Complaint.

28 117. Defendants’ conduct was outrageous in the extreme. As landlords, managers, and

1 owners of the Property, Defendants were in a position of authority which they consistently
2 abused by, among other things: verbally harassing the Plaintiffs, intruding as offensively as
3 possible into Plaintiffs' home under cover of reasonable repairs, surveilling Plaintiffs,
4 videotaping Plaintiff Francisca Lopez postpartum against her explicit protest, cutting off access
5 to Plaintiffs' bathroom while an infant child was in the home.

6 118. Defendants abused their position as a purveyor of residential housing in an
7 atrocious manner by refusing to make the Property habitable, much less peaceful or enjoyable,
8 all while demanding and collecting rent.

9 119. Thus, Defendants knew, or reasonably should have known, that their conduct
10 would result in Plaintiffs suffering severe and extreme emotional distress. Defendants knew that
11 Plaintiffs were particularly susceptible to injury through mental distress by virtue of the good
12 Defendants purvey: a home for Plaintiffs. Defendants knew and continues to know that a home is
13 a place paramount to Plaintiffs' well-being and emotional health.

14 120. The Defendants also knew that from 2018 through February 2019, Plaintiff
15 Francisca Lopez was pregnant and therefore in a more physically vulnerable condition where
16 access to a safe, comfortable home was of paramount importance.

17 121. Defendants and their agents have displayed shockingly reckless disregard for the
18 consequences of their conduct. Rather than repairing the Property, Defendants continued to
19 demand and collect rent for the Property while intentionally turning their home into an anxiety-
20 ridden and fearful place.

21 122. As a direct and proximate cause of Defendants' conduct, Plaintiffs suffered severe
22 emotional distress and financial damages, including, but not limited to, anxiety, depression,
23 emotional distress, diminished quality of living conditions, social isolation, and ridicule, as well
24 as loss of health.

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

1 **EIGHTH CAUSE OF ACTION**

2 **Violation of the Bane Act, Cal. Civ. Code § 52.1**

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

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

6 125. Civil Code § 52.1(a) provides that, “[i]f a person or persons, whether or not acting
7 under color of law, interferes by threat, intimidation, or coercion, or attempts to interfere by
8 threat, intimidation, or coercion, with the exercise or enjoyment by any individual or individuals
9 of rights secured by the Constitution or laws of the United States, or of the rights secured by the
10 Constitution or laws of this state, the Attorney General, or any district attorney or city attorney
11 may bring a civil action for injunctive and other appropriate equitable relief in the name of the
12 people of the State of California, in order to protect the peaceable exercise or enjoyment of the
13 right or rights secured.”

14 126. Civil Code § 52.1(b) permits an action by a private individual for violation of the
15 rights described in Civil Code § 52.1(a). Such action may be instituted for relief including
16 damages pursuant to Civil Code § 52, injunctive relief and other equitable relief. Civil Code §
17 52(a) permits recovery of “actual damages, and any amount that may be determined by a jury, or
18 a court sitting without a jury, up to a maximum of three times the amount of actual damage but in
19 no case less than four thousand dollars (\$4,000), and any attorney's fees that may be determined
20 by the court in addition thereto.”

21 127. Defendants, by their conduct, interfered or attempted to interfere with Plaintiffs’
22 exercise and enjoyment of their statutory rights by threats, intimidation, or coercion.

23 128. Defendants interfered with Plaintiffs’ rights, including their rights to live free
24 from discrimination, and Plaintiffs’ rights to comfortable, quiet enjoyment of their home.
25 Defendants interfered with such rights through their actions, including but not limited to creating
26 constant fear and anxiety, consistent invasions of privacy, and demeaning, discriminatory
27 language and treatment.

28 129. As a proximate result of Defendants’ wrongful conduct, Plaintiffs suffered, and

1 continue to suffer harm, in an amount according to proof.

2 130. Pursuant to Civil Code Section 52, Defendants are liable to Plaintiffs in an
3 amount of statutory and punitive damages to be proven at trial as described herein, and for
4 attorneys' fees and costs incurred in this action

5 **NINTH CAUSE OF ACTION**

6 **Breach of the Common Law Duty of Care—**

7 **Including Negligence, Negligent Infliction of Emotional Distress**

8 **(All Plaintiffs Against All Defendants)**

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

11 132. By virtue of their landlord-tenant relationship, Defendants owe Plaintiffs a
12 common law duty of care to comply with ordinances, regulations, and other laws to ensure a
13 sound and safe living environment for Plaintiffs and their families.

14 133. As a lessor of a building intended for occupation by human beings, Defendants
15 owe a duty to Plaintiffs under California Civil Code § 1941 to put the Property in a condition fit
16 for human occupation, and to repair all subsequent dilapidations which render it untenable.

17 134. As a lessor of a building intended for occupation by human beings, Defendants
18 owe a duty to Plaintiffs under Civil Code § 3304 to keep the Property in a condition so as to
19 preserve Plaintiffs' right to quiet enjoyment.

20 135. As a lessor of a building intended for occupation by human beings, Defendants
21 owe a duty to Plaintiffs under California Health and Safety Code § 17920.3 not to maintain the
22 Property in a substandard and dangerous condition.

23 136. Defendants breached these duties by failing to repair dilapidated conditions in the
24 Property, and failing to maintain the premises of the Property, and causing damage to Plaintiffs'
25 health.

26 137. Defendants knew, or reasonably should have known, that Plaintiffs would suffer
27 damages as a result of these breaches of duty.

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

1 suffered and/or continue to suffer actual and consequential damages, including diminution in
2 value of the leasehold, out-of-pocket costs, lost wages and benefits, reasonable medical
3 expenses, and property damage in an amount to be determined according to proof, but which
4 amount is within the jurisdictional requirements of this Court.

5 139. As a direct and proximate cause of Defendants' actions and inactions, Plaintiffs
6 have suffered serious emotional distress including, but not limited to, feelings of anxiety,
7 fearfulness, frustration, depression, anger, worry, discomfort, disgust, and powerlessness.
8 Plaintiffs suffering has impacted not only their individual stability, but the stability of their
9 relationship and the health and wellness of their family.

10 140. Defendants' negligence and tortious conduct was a substantial factor in causing
11 Plaintiffs' serious emotional distress, which was a foreseeable, direct, and proximate result of
12 Defendants' actions.

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

17 **TENTH CAUSE OF ACTION**

18 **Breach of the Implied Covenant of Good Faith and Fair Dealing**

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

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

22 143. Every lease agreement in California contains an implied covenant of good faith
23 and fair dealing.

24 144. Plaintiffs and Defendants are parties to, or in Defendants' case, a successor in
25 interest to a party to, a lease agreement pursuant to which Plaintiffs lease the Property from
26 Defendants in exchange for monthly rent.

27 145. Plaintiffs have complied with all terms of their lease agreement for the duration of
28 their tenancy.

1 146. As elaborated above, Defendants breached the covenant of good faith and fair
2 dealing through their threatening and menacing actions. Defendants engaged in menacing
3 conduct when surveilling and intentionally harassing Plaintiffs by constantly serving notices to
4 enter, actually entering the apartment pursuant to those notices under the guise of performing
5 repairs, surveilling Plaintiffs, videotaping Plaintiff Francisca Lopez postpartum against her
6 explicit protest, and cutting off access to Plaintiffs' bathroom while an infant child was in the
7 home.

8 147. As a result of Defendants' conduct, Plaintiffs suffered and/or continue to suffer
9 actual and consequential damages, including diminution in value of the leasehold, out-of-pocket
10 costs to be determined according to proof, but which amount is within the jurisdictional
11 requirements of the court.

12 **ELEVENTH CAUSE OF ACTION**

13 **Demand and Collection of Excess Rent in Violation of the Los Angeles Rent Stabilization**

14 **Ordinance ("LARSO")**

15 **Los Angeles Municipal Code § 151.04**

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

17 148. Plaintiffs repeats, repleads, and incorporates by reference, as though fully set forth
18 in this paragraph, all the allegations of this Complaint.

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

22 150. LARSO prohibits a landlord from increasing rent above the maximum adjusted
23 rent permitted under the Ordinance. LAMC § 151.04. At all times material hereto, Defendants
24 were permitted to increase Plaintiff's monthly rent by a maximum of three percent annually.
25
26
27
28

1 151. The City of Los Angeles’ Rent Adjustment Commission (“RAC”) is authorized
2 under LARSO to promulgate regulations to effectuate the purposes of LARSO. LAMC §
3 151.03(B). The RAC Regulations (“RACR”) define housing services as “services that are
4 connected with the use or occupancy of a rental unit including, but not limited to utilities ...
5 [and] laundry facilities and privileges.” RACR § 410.04. The RACR thus establishes that the loss
6 of laundry services at a rent-stabilized property qualifies as a reduction in housing services that
7 requires a corresponding reduction in the tenant’s rent in order to avoid a violation of LARSO’s
8 cap on annual rent increases. RACR § 410.02.

9 152. The RACR suggests a rent reduction of between \$35 and \$57 for loss of access to
10 laundry appliances. RACR § 415.02.

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

14 154. Defendants reduced Plaintiffs’ housing services by sealing off and preventing
15 access to Plaintiffs’ washer and dryer, which Plaintiffs own, without providing Plaintiffs with a
16 corresponding rent reduction. The value of the reduction in services is greater than three percent
17 of Plaintiffs’ monthly rent prior to the reduction. Defendants thus violated LAMC § 151.04 by
18 charging Plaintiffs more than the maximum adjusted rent permitted under LARSO.

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

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

25 157. Plaintiffs are also entitled to recover their reasonable attorney’s fees and costs.
26 LAMC § 151.10(A).

27 158. Plaintiffs are furthermore entitled to declaratory and injunctive relief ordering
28 Defendants to not interfere with Plaintiffs’ use of their laundry appliances.

1 loss as evidenced by their diminished use of their leasehold and decreased value of their
2 leasehold.

3 175. Pursuant to California Business & Professions Code §17200, *et. seq.*, Plaintiffs
4 are entitled to restitution; disgorgement of Defendants' ill-gotten gains; injunctive relief; and an
5 award of attorney's fees and costs pursuant to California Code of Civil Procedure §1021.5 and
6 other applicable law.

7
8 **V. DEMAND FOR JURY TRIAL**

9 176. Pursuant to California Code of Civil Procedure Section 631, Plaintiffs demand a
10 trial by jury on all issues so triable.

11
12 **VI. PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs respectfully pray for judgment against Defendants as follows:

14 1. An order enjoining Defendants from continuing to engage in the unlawful acts
15 described herein;

16 2. Actual, compensatory and restitutionary damages in an amount according to
17 proof;

18 3. Emotional distress damages in an amount according to proof;

19 4. Civil penalties and/or statutory damages as allowed by law in an amount
20 according to proof;

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

23 6. Disgorgement of Defendants' ill-gotten gains, in an amount according to proof;

24 7. Attorneys' fees and costs pursuant to 42 U.S.C. § 3613, California Civil Code §§
25 1942.4, 1942.5, California Code of Civil Procedure § 1021.5 and any other law or statute
26 permitting such relief;

27 8. Prejudgment interest and costs; and

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

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

DATED: December 23, 2019

LOS ANGELES CENTER FOR
COMMUNITY LAW AND ACTION

By: 

Gina Hong
Attorneys for Plaintiffs