

LOS ANGELES CENTER FOR
COMMUNITY LAW AND ACTION
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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

JOSE NUÑEZ; SILVIA NUÑEZ; AND
RICARDO NUÑEZ,

Plaintiffs,

v.

LUCILLA MORA; GREEN RESIDENCE
MANAGEMENT, LLC; and DOES 1 to
100,

Defendants.

Case No.: 19STCV45984

**FIRST AMENDED COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF:**

- 1. Breach of Common Law Duty of Care**
- 2. Tortious Breach of the Warranty of Habitability**
- 3. Violation of Cal. Civ. Code § 1942.4**
- 4. Violation of Cal. Civ. Code § 1940.2**
- 5. Breach of the Common Law Implied Covenant of Quiet Enjoyment**
- 6. Violation of Cal. Civ. Code § 1714**
- 7. Intentional Infliction of Emotional Distress**
- 8. Nuisance**
- 9. Breach of the Implied Covenant of Good Faith and Fair Dealing**
- 10. Violation of Cal. Civ. Code §§ 1942.5(a) and 1942.5(d)**
- 11. Violation of Cal. Civ. Code § 52.1**
- 12. Violation of Los Angeles County Temporary Rent Stabilization Ordinance No. 2018-0045**
- 13. Unfair Business Practices in Violation of California Business & Professions Code § 17200**

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 This is a case about tenants who, despite living in uninhabitable conditions at their rental
3 unit for years, got along fairly well with their landlord. That is, until a rat infestation at the
4 property deteriorated so badly that the tenants escalated the issue to the Los Angeles County
5 Department of Public Health. Shortly after the tenants alerted the County to the uninhabitable
6 conditions in their home, their landlord launched a campaign of retaliatory harassment,
7 including, but not limited to, illegal rent increases, constant threats to reduce housing services
8 and terminate the tenancy, and nonstop notices to enter the tenants' unit.

9 **PARTIES**

10 1. Plaintiffs Jose Nuñez and Silvia Nuñez, along with their son, Plaintiff Ricardo
11 Nuñez, are and have been residential tenants at 615 S. Duncan Ave., Los Angeles, CA 90022
12 (the "Property") since May 2013. They are, and were at all times material hereto, residents of the
13 County of Los Angeles in the State of California.

14 2. Defendant Lucilla Mora ("Mora") is and was at all times material hereto, a
15 resident of the County of Los Angeles in the State of California, and the owner of the Property
16 with control and decision-making authority regarding the Property.

17 3. Defendant Green Residence Management LLC ("Green Residence") is a
18 Delaware Limited Liability Company, located at 1431 Warner Ave., Ste. B, Tustin, CA 92780,
19 and doing business in California. Plaintiffs are informed and thereupon allege that, since about
20 August 2019, Green Residence has had control and decision-making authority over the
21 management of the Property.

22 4. On information and belief, Ahmad Bdeiwi is a member of Green Residence
23 Management LLC, the management company that currently manages the Property. Plaintiffs are
24 informed, and thereupon allege, that in or around August 2019, Mr. Bdeiwi began managing the
25 Property through Green Residence as Defendants' agent.

26 5. On information and belief, Marianela Valdivia is an employee of Green
27 Residence Management LLC who began managing the Property through Green Residence as
28 Defendants' agent in or about August 2019.

1 6. On information and belief, Carri Serpa is an employee of Green Residence
2 Management LLC who began working at the Property as Defendants' agent in November 2019.

3 7. Plaintiffs are ignorant of the true names and capacities of Defendants sued as
4 Does 1 through 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 manner, for the acts and failures to act as alleged
8 herein, and that Plaintiffs' injuries and damages were caused by the conduct of each such
9 Defendant.

10 8. Wherever reference is made in this Complaint to any act or failure to act by a
11 Defendant or Defendants, such allegations and references shall also mean the acts and failures to
12 act of each Defendant, whether acting individually, or jointly and severally.

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

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

20 10. Plaintiffs are and have been residential tenants at 615 S. Duncan Ave., Los
21 Angeles, CA 90022 (the "Property") since May 2013, when they initiated their tenancy pursuant
22 to a written lease agreement with Defendant Lucy Mora ("Mora"). The Property is located in
23 unincorporated East Los Angeles, within the County of Los Angeles.

24 11. In May 2013, the first time Plaintiffs toured the unit with Defendant Mora, they
25 called Mora's attention to a dead rat on the doorway. Defendant Mora laughed it off. Throughout
26 the duration of Plaintiffs' tenancy, Plaintiffs have continued to alert Defendant Mora to the
27 presence of rats at the Property, but Defendant Mora failed to take any remedial measures until
28 June 2019. To date, the rodent infestation at the Property remains unabated.

1 12. Plaintiffs lease from Defendant Mora a two-bedroom apartment, with a fenced-in
2 yard out front and a separate storage unit out back. Since the start of Plaintiffs' tenancy,
3 Plaintiffs have consistently used the yard and the storage unit, to the exclusion of any other
4 tenant, pursuant to a verbal agreement with Defendant Mora that Plaintiffs' lease included
5 Plaintiffs' exclusive use of the yard and the storage unit. Plaintiffs have also parked their car in
6 the Property's driveway since the start of their tenancy, continuously and to the exclusion of any
7 other tenant, pursuant to a verbal agreement with Defendant Mora that Plaintiffs' lease included
8 Plaintiffs' exclusive use of the driveway for parking purposes.

9 13. Shortly after moving into the Property, Plaintiffs asked Defendant Mora if they
10 could install a wooden door on their porch and erect a fence around the front yard as an
11 accommodation for Plaintiff Ricardo Nuñez, whose vision is impaired. Defendant Mora verbally
12 agreed to the proposed modifications and to Plaintiffs' right to install and use the wooden door
13 and fence as part of a modification to Plaintiffs' lease agreement, in consideration for the
14 improvements to the Property made by the door and fence. Defendant Mora so admired the
15 handiwork that she hired the same contractor to perform work at her other rental properties.

16 14. In May 2013, when Plaintiffs moved into the Property, the wooden kitchen floor
17 was so badly chipped that it revealed the plumbing. Meanwhile, the unit's dining room and
18 bedroom walls contained large gaping holes, the living room molding was crumbling, there were
19 tiles missing from the shower, and the bottom of the toilet was unsecured. Defendant Mora was
20 aware of all of these conditions, which existed when she conducted a walkthrough of the
21 Property with Plaintiffs before they signed their lease. Defendant Mora made no subsequent
22 repairs.

23 15. Additionally, throughout the entirety of Plaintiffs' tenancy, every time it rains, the
24 ceilings in the living room and one of the bedrooms leak. Although Plaintiffs have routinely
25 informed Defendant Mora of the leaks, Defendant Mora has made no repairs to date, instead
26 telling Plaintiffs that "I don't have money to fix it."

27 16. In 2014, a chunk of Plaintiff Ricardo Nuñez's bedroom ceiling fell into the unit.
28 Although Plaintiff Jose Nuñez advised Defendant Mora of the incident over the phone,

1 Defendant Mora made no attempt to repair the damage. Instead, Plaintiffs independently
2 arranged for, and paid, a handyman to patch the bedroom ceiling. Plaintiffs did not deduct the
3 cost of these repairs from their monthly rent.

4 17. In 2014, the heater at the Property stopped working. Although Plaintiffs advised
5 Defendant Mora of the lapse, Defendant Mora made no repairs. Instead, Plaintiffs independently
6 arranged for, and paid, a handyman, Mr. Henry Cruz, to inspect the heater. When Mr. Cruz
7 informed Plaintiffs that there was an electrical problem and an issue with the heater's vent,
8 Plaintiffs relayed that information to Defendant Mora both in person and over the phone.
9 Defendant Mora promised to fix the issue, failed to make any repairs until early January 2020.

10 18. As a result of the broken heater, Plaintiffs have been forced to use portable
11 electric heaters since 2014. Consequently, Plaintiffs have needed the assistance of a handyman
12 approximately eight times throughout the course of their tenancy, in order to deal with blown
13 fuses or assess the viability of the Property's heater. In each instance, Plaintiffs independently
14 paid for the repairs and did not deduct the cost from their monthly rent.

15 19. In 2016, Defendant Mora began allowing tenants in neighboring units to keep cats
16 at the property, so as to "take care of the rat problem."

17 20. Throughout Plaintiffs' tenancy, Plaintiffs have requested that Defendant Mora
18 fumigate the Property, in order to address a rodent infestation. Defendant Mora has consistently
19 responded that fumigation would result in an increase in Plaintiffs' rent.

20 21. In or around May 2019, Plaintiffs began noticing an uptick in rat droppings
21 around the Property and observed an increased amount of noise inside their walls.

22 22. On June 4, 2019, when Plaintiffs' dog began killing rats in the yard, Plaintiffs
23 finally filed a complaint with the Los Angeles County Department of Public Health, citing both
24 the presence of a rat infestation at the Property and the Property's lack of heat.

25 23. On June 7, 2019, Defendant Mora informed Plaintiffs via text message that she
26 was raising Plaintiffs' rent from \$1,600 to \$1,750, effective immediately. Plaintiffs protested. In
27 response, later on June 7, 2019, Defendant Mora served Plaintiffs with a Notice of Change in
28 Terms of Tenancy purporting to raise Plaintiffs' monthly rent from \$1,600 to \$1,800, effective

1 August 5, 2019.

2 24. A few days later, at around 6:00 a.m., Plaintiff Silvia Nuñez was startled awake
3 by a banging on her bedroom window. Plaintiff Silvia Nuñez recognized the man knocking on
4 her window as someone who typically assisted Defendant Mora in the management of the
5 Property. On this day, the man had come to serve Plaintiffs with a Notice of Intent to Enter the
6 Property on June 11, 2019.

7 25. Neither Defendant Mora, nor any of her agents, appeared at the Property on June
8 11, 2019.

9 26. On June 10, 2019, Plaintiffs' counsel sent a letter to Defendant Mora informing
10 her that the rent increase noticed in the June 7, 2019 Notice of Change in Terms of Tenancy was
11 illegal because the Property was located in unincorporated Los Angeles County and was subject
12 to the Los Angeles County Temporary Rent Stabilization Ordinance.

13 27. In the week following Plaintiffs' complaint to the Los Angeles Department of
14 Public Health, Plaintiffs received notice that the Property would be fumigated on June 18, 2019.
15 However, on June 15, 2019, Plaintiffs received a text from Defendant Mora stating that the
16 fumigation "will be cancelled until further notice."

17 28. On June 16, 2019, Defendant Mora stated that Plaintiffs were no longer permitted
18 to have a wooden door to their porch and that they were no longer permitted to store personal
19 property in their storage unit.

20 29. In or around June 19, 2019, Defendant Mora crumpled paper, threw it onto
21 Plaintiffs' yard, and took photographs of the resulting mess.

22 30. The same day, Plaintiff Jose Nuñez received a text from Defendant Mora asking
23 why the neighbors' mail had been left outside Plaintiffs' door and in their yard. Plaintiff Jose
24 Nuñez replied that since Defendant Mora had not provided adequate mailboxes for the tenants at
25 the Property, the mail carriers continuously threw mail into Plaintiffs' yard.

26 31. In response, Defendant Mora texted back "Well if the mail is been thrown ever
27 where I guess I will have to make a amendment to the rental agreement for you to taked down
28 that wood door get rid of the dog take out your things out of my storage unit that was given to

1 you on good faith.”

2 32. Also on June 19, 2019, Plaintiff received another notice from Defendan Morat,
3 stating that Defendant Mora would conduct an inspection of the Property on June 21, 2019.
4 Upon information and belief, the purpose of the June 21, 2019 “inspection” would have been for
5 Defendant Mora to receive a quotation for fumigation of the Property from a fumigation
6 company.

7 33. A pest control company provided Defendant Mora with a quotation for
8 fumigation at the Property dated June 21, 2019. However, no one from that company ever
9 fumigated the Property.

10 34. In a letter dated June 25, 2019, Defendant Mora rescinded the rent increase
11 noticed in the June 7, 2019 Notice of Change in Terms of Tenancy.

12 35. On June 26, 2019, Plaintiffs again called the Los Angeles Department of Public
13 Health to report the persistence of rodents and vermin at the Property.

14 36. On June 27, 2019, Defendant Mora issued Plaintiffs another notice, telling them
15 to leave the driveway clear of cars on June 30, 2019. On June 30, 2019, K-LOBETO
16 Exterminators fumigated the Property for roaches and ants, but did not treat the Property for the
17 rat infestation.

18 37. The following day, on July 1, 2019, Defendant Mora threatened to terminate
19 Plaintiffs’ tenancy if they did not remove the door to their porch and remove any personal
20 property from their storage unit.

21 38. On September 4, 2019, Plaintiffs’ hot water heater broke down.

22 39. On September 5, 2019, Plaintiffs received a notice from Mr. Bdeiwi, on behalf of
23 Green Residence, advising Plaintiffs that they were to communicate only through the “property
24 management team.” Accordingly, Plaintiffs verbally notified Ms. Valdivia, a member of the
25 property management team, about the broken hot water heater when Ms. Valdivia came to
26 collect rent on September 5, 2019.

27 40. Also on September 5, 2019, Plaintiffs received a notice from Green Residence
28 announcing that the management team had scheduled a general inspection, inspection for pests,

1 and landscaping for the following day at 3:00 p.m., and required the presence of an adult 18
2 years or older to provide access.

3 41. Concurrently, Plaintiffs received yet another notice that a general inspection to
4 perform repairs had been scheduled for the following day at 3:00 p.m. and that a rescheduling fee
5 of \$150 would be charged if access was not granted or if the unit was not properly ready.

6 42. In addition, Plaintiffs received a fourth notice from Green Residence on
7 September 5, 2019, which announced a change in terms of tenancy; primarily, an increase in
8 Plaintiffs' monthly rent to \$1,648 with a \$30 increase in security deposit.

9 43. On September 7, 2019, Green Residence informed Plaintiff Jose Nuñez via email
10 that the property manager would not install a new hot water heater until further notice. As a
11 result, Plaintiff Jose Nuñez paid Martinez Trades \$175 to check and troubleshoot the water
12 heater.

13 44. The next day, on September 8, 2019, Plaintiff Jose Nuñez purchased a new hot
14 water heater and paid \$1,200 to Martinez Trades to install it.

15 45. On September 10, 2019, Plaintiffs received another notice informing them that an
16 adult would need to be at the Property to provide access for repairs from 11 a.m. to 5 p.m., on
17 both September 12, 2019 and September 13, 2019. The notice again asserted that a \$150
18 rescheduling charge would be levied against Plaintiffs if they did not provide access during these
19 times or if their unit were not "properly ready."

20 46. The following day, on September 11, 2019, Defendants threatened to terminate
21 Plaintiffs' tenancy if Plaintiffs did not remove their porch gate and the lock to their storage unit,
22 and cease use of the storage unit. That same day, Defendants served Plaintiffs with new Notice
23 of a Change in Terms of Tenancy, increasing Plaintiffs' security deposit by \$2,152 effective
24 November 10, 2019.

25 47. On September 12, 2019, Plaintiff Silvia Nuñez awoke around 7:30 a.m. to the
26 sound of Defendant Mora's son rustling the hot water heater's aluminum cover, investigating the
27 recent installation of the hot water heater.

28 48. On September 30, 2019, and again on October 1, 2019, Defendants reiterated their

1 September 11, 2019 threat to terminate Plaintiffs’ tenancy if Plaintiffs did not remove their porch
2 gate and surrender their storage unit.

3 49. On October 23, 2019, Plaintiffs received another Notice of Entry, which stated
4 that the property management team would enter the Property on October 25, 2019 from 10 a.m.
5 to 1 p.m. and October 26, 2019 from 9 a.m. to 5 p.m. to “continue repairs.” Although Plaintiff
6 Jose Nuñez took the day off from work, no one ever arrived to make repairs.

7 50. On or around the middle of October 2019, a “For Sale” sign appeared on the front
8 lawn of the Property.

9 51. On November 4, 2019, Plaintiffs received a “Notice for Entry – Repairs
10 Inspection with Video” stating that the property management team “will be entering the property
11 to further inspect the property, as well as bring a prospective Buyer to preview the property. We
12 will be taking photos and videos.”

13 52. The same day, Plaintiffs also received another Notice of Entry, announcing
14 Defendants’ intent to enter the Property between the hours of 4 p.m. and 8 p.m. on November 5,
15 2019, so as to perform repairs/maintenance inspection and show the Property to a potential
16 buyer.

17 53. On November 5, 2019, Defendant Mora and the management team from
18 Defendant Green Residence arrived at Plaintiffs’ unit at 5:15 p.m. and proceeded to look at the
19 kitchen floor and inside Plaintiff Ricardo Nuñez’s closet. No prospective buyer was present and
20 no repairs were made.

21 54. On November 5, 2019, while the management team was at Plaintiffs’ unit,
22 Plaintiffs tendered to Ms. Valdivia their November rent, as well as the entirety of the increased
23 security deposit demanded in Defendants’ September 11, 2019 Notice of Change in Terms of
24 Tenancy.

25 55. On November 8, 2019, two days before the increased security deposit was due
26 and after Plaintiffs had paid the entire security deposit increase, Defendants threatened to
27 terminate Plaintiffs’ tenancy if Plaintiffs did not pay a balance of \$7 owed for the increased
28 security deposit, plus a \$120 late fee. The security deposit was not yet due as of the date of the

1 threat.

2 56. On November 16, 2019, a house inspector and real estate agents arrived to survey
3 the Property. The inspector specifically noted and took photographs of recent rat droppings along
4 the inside of the house. He also documented and commented on the need for replacement tiles in
5 the bathrooms. Additionally, the inspector relayed to Plaintiffs that the Property's power box was
6 of a kind that had been recalled.

7 57. On November 22, 2019, Plaintiffs received yet another Notice of Entry,
8 announcing Defendant Green Residence's intent to enter the Property on both November 24,
9 2019 for "repairs and maintenance," and on November 26, 2019 for "inspection."

10 58. Throughout November 2019, Plaintiffs continuously reached out to Defendants
11 via texts and voicemails, to report ongoing issues with rats inside their unit, as well as the lack of
12 heat at the Property. Neither Defendant ever responded.

13 59. As temperatures dipped at the end of November 2019, Plaintiffs again resorted to
14 using their portable heaters, since the heat at the Property remained inoperable. As a result, a
15 fuse blew and the power went out at the Property. Although Plaintiff Jose Nuñez reported this to
16 Defendant Green Residence, he received no response, and no one arrived to fix the fuse. Instead,
17 Plaintiffs paid a handyman, Mr. Cruz, to fix the fuse, but did not deduct the cost from their
18 monthly rent.

19 60. On November 30, 2019, despite his non-response to Plaintiffs' multiple requests
20 for abatement and repairs, Mr. Bdeiwi posted a Notice of Entry at the Property advising
21 Plaintiffs that someone would be by on December 2, 2019 to assess the Property.

22 **FIRST CAUSE OF ACTION**

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

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

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

28 62. By virtue of their landlord-tenant relationship, Defendants owe Plaintiffs a

1 common law duty of care to ensure a sound and safe living environment for Plaintiffs and their
2 families.

3 63. As lessors of a building intended for occupation by human beings, Defendants
4 owe a duty to Plaintiffs under California Civil Code § 1941 to put the Property in a condition fit
5 for human occupation, and to repair all subsequent dilapidations which render it untenable.

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

9 65. As lessors of a building intended for occupation by human beings, Defendants
10 owe a duty to Plaintiffs under California Health and Safety Code § 17920.3 not to maintain the
11 Property in a substandard and dangerous condition.

12 66. Defendants have breached these duties by failing to repair dilapidated conditions
13 in the Property, failing to maintain the premises of the Property, and thereby causing damage to
14 Plaintiffs' health.

15 67. Defendants knew, or reasonably should have known, that Plaintiffs would suffer
16 damages as a result of these breaches of duty.

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

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

25 70. Defendants' negligence and tortious conduct was a substantial factor in causing
26 Plaintiffs' serious emotional distress, which was a foreseeable, direct, and proximate result of
27 Defendants' actions.

28 71. Defendant' acts were willful, malicious, and oppressive, amounting to despicable

1 conduct that subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their
2 rights, so as to entitle Plaintiffs to an award of punitive and exemplary damages in an amount to
3 be determined at trial.

4 **SECOND CAUSE OF ACTION**

5 **Tortious Breach of the Warranty of Habitability**

6 **(All Plaintiffs Against All Defendants)**

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

9 73. Plaintiffs and Defendants are in a landlord-tenant relationship created by a lease
10 agreement entered into when Plaintiffs moved into the Property in 2013. Every landlord-tenant
11 relationship requires that the landlord provide the tenant with habitable and tenantable premises.
12 In particular, the requirement provides that the premises will not substantially lack any of the
13 affirmative standard characteristics listed in Civil Code section 1941.1 or violate Health and
14 Safety Code section 17920.10, or that are deemed and declared substandard as set forth in Health
15 and Safety Code section 17920.3 because conditions listed in that section exist to an extent that
16 endangers the life, limb, health, property, safety, or welfare of the public or the occupants of the
17 dwelling.

18 74. Defendants have breached this duty by failing to correct the substandard
19 conditions complained of herein, including but not limited to a severe and persistent rat
20 infestation at the Property, a lack of heat and hot water, the presence of persistent leaks at the
21 Property, and holes in the unit's walls and floors.

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

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

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

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

8 **THIRD CAUSE OF ACTION**

9 **Violation of Cal. Civ. Code § 1942.4**

10 **(All Plaintiffs Against All Defendants)**

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

13 80. At all times material hereto, Civil Code § 1942.4 has prohibited a landlord from
14 demanding or collecting rent or issuing a notice of rent increase if (1) the landlord's tenants
15 reside in a dwelling that substantially lacks any of the affirmative standard characteristics listed
16 in Civil Code section 1941.1 or violates Health and Safety Code section 17920.10, or is deemed
17 and declared substandard as set forth in Health and Safety Code section 17920.3 because
18 conditions listed in that Section exist to an extent that endangers the life, limb, health, property,
19 safety, or welfare of the public or the occupants of the dwelling, (2) a public officer or employee
20 who is responsible for the enforcement of any housing law, after inspecting the premises, has
21 notified the landlord or the landlord's agent in writing of his or her obligations to abate the
22 nuisance or repair the substandard conditions, (3) the conditions have existed and have not been
23 abated 35 days beyond the date of service of the notice from the public officer or employee, and
24 the delay is without good causes, and (4) the conditions were not caused by an act or omission of
25 the tenant.

26 81. Defendants have demanded rent, including pursuant to multiple rent increases,
27 from Plaintiffs even though (1) Plaintiffs have resided in a dwelling that substantially lacks the
28 affirmative standard characteristics listed in Civil Code section 1941.1 as described herein, and

1 that violates Health and Safety Code section 17920.10 as described herein, and has been deemed
2 and declared substandard as set forth in Health and Safety Code section 17920.3 because
3 conditions listed in that section exist to an extent that endangers the life, limb, health, property,
4 safety, or welfare of the public and the occupants of the Property, as described herein, (2) the Los
5 Angeles County Department of Public Health has notified Defendants in writing of their
6 obligations to abate the substandard conditions, (3) the conditions described herein have existed
7 and have not been abated 35 days beyond the date of service of the notice from the Department
8 of Public Health, and the delay is without good cause, and (4) the conditions were not caused by
9 an act or omission of Plaintiffs.

10 82. Defendants have thereby violated Civil Code § 1942.4.

11 83. Plaintiffs are entitled to actual damages and special damages of \$5,000 per
12 Defendant for each such violation.

13 84. Plaintiffs are also entitled to their reasonable attorney's fees and costs under Civil
14 Code § 1942.4(b)(2).

15 **FOURTH CAUSE OF ACTION**

16 **Violation of Cal. Civ. Code § 1940.2 – Covenant of Quiet Enjoyment**

17 **(All Plaintiffs Against All Defendants)**

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

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

23 87. As elaborated above, ever since Plaintiffs complained to the Los Angeles County
24 Department of Public Health, Defendants intentionally refused to service the Property and make
25 necessary repairs, so that the Property would remain uninhabitable and untenable. Defendants
26 also increased Plaintiffs’ rent and security deposit. Additionally, Defendant Mora’s agents
27 intentionally entered the Property in the early hours of the morning in order to intimidate
28 Plaintiffs by banging on Plaintiffs’ bedroom window and rummaging around the Property’s hot

1 water heater. Furthermore, under the guise of bringing a prospective buyer to the Property,
2 Defendants entered the Property and Plaintiff Ricardo Nuñez's closet without any potential buyer
3 present.

4 88. Defendants' menacing actions have severely interfered, and continue to severely
5 interfere, with Plaintiffs' quiet enjoyment of the premises.

6 89. A tenant who prevails in a claim under Civil Code § 1940.2(b) is entitled to a civil
7 penalty of up to \$2,000 for each violation. Plaintiffs are therefore each entitled to statutory
8 penalties of \$2,000 for each violation of Section 1940.2 by each Defendant.

9 90. Plaintiffs seek civil penalties, compensatory damages, special damages, punitive
10 damages, attorneys' fees, and costs for Defendants' violation of Section 1940.2.

11 **FIFTH CAUSE OF ACTION**

12 **Breach of Common Law Implied Covenant of Quiet Enjoyment**

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

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

16 92. Every lease contains an implied covenant of quiet enjoyment.

17 93. Defendants breached the implied covenant of quiet enjoyment by: knowingly
18 failing to abate dangerous and unhealthy property conditions; intentionally refusing to service the
19 Property and make necessary repairs, so that the Property would remain uninhabitable and
20 untenable; increasing Plaintiffs' rent and security deposit; intentionally entering the Property
21 in the early hours of the morning in order to intimidate Plaintiffs by banging on Plaintiffs'
22 bedroom window and rummaging around the Property's hot water heater; and, under the guise of
23 bringing a prospective buyer to the Property, entering the Property and Plaintiff Ricardo Nuñez's
24 closet without any potential buyer present.

25 94. As a direct and proximate result 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 95. As a direct and proximate result 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 96. Additionally, as a direct and proximate result of Defendants' actions and
6 inactions, Plaintiff Silvia Nuñez has suffered, and continues to suffer, chest pains, aggravation of
7 her propensity for diabetes, and loss of sleep.

8 97. Furthermore, both Plaintiff Silvia Nuñez and Plaintiff Jose Nuñez have
9 experienced stress in their marriage as a direct and proximate result of Defendants' actions and
10 inactions.

11 98. As a direct and proximate result of Defendants' actions and inactions, Plaintiff
12 Jose Nuñez and Plaintiff Ricardo Nuñez have also suffered, and continue to suffer, from constant
13 anxiety and a loss of sleep.

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

18 **SIXTH CAUSE OF ACTION**

19 **Violation of Cal. Civ. Code § 1714 – Negligent Maintenance of Premises**

20 **(All Plaintiffs Against All Defendants)**

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

23 101. As owners and/or managers of land, Defendants owed Plaintiffs a duty of care
24 under common law and Civil Code § 1714 to exercise due care in management of their property
25 so as to avoid foreseeable injury to others. This duty of care required Defendants to comply with
26 all building, fire, health, and safety codes, ordinances, regulations, and other laws applying to the
27 maintenance and operation of residential rental housing.

28 102. Defendants have breached their common law and statutory duties of due care by

1 failing to correct the substandard conditions complained of herein. Defendants knew, or
2 reasonably should have known, that Plaintiffs would be injured as a result of this breach of
3 common law and statutory duties of due care.

4 103. As a direct and proximate result of Defendants' negligent maintenance of the
5 premises, the value of Plaintiffs' leasehold has been diminished.

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

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

14 106. Additionally, and as a direct and proximate result of Defendants' actions and
15 inactions, Plaintiff Silvia Nuñez has suffered, and continues to suffer, chest pains, aggravation of
16 her propensity for diabetes, bouts of crying, and a loss of sleep.

17 107. In addition, as a direct and proximate result of Defendants' actions and inactions,
18 Plaintiff Jose Nuñez and Plaintiff Ricardo Nuñez have also suffered, and continue to suffer, loss
19 of sleep.

20 108. Defendants' negligence was a substantial factor in causing Plaintiffs' serious
21 emotional distress, which was a foreseeable, direct, and proximate result of Defendants' failure
22 to keep the building fit for human occupancy.

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.

1 **SEVENTH CAUSE OF ACTION**

2 **Intentional Infliction of Emotional Distress**

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

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

6 111. Defendants' conduct was outrageous in the extreme. As landlords, managers,
7 and/or owners of the Property, Defendants were in a position of authority which they
8 consistently abused, by, among other things: engaging in an ongoing campaign of rent increases
9 and notices to enter immediately following Plaintiffs' complaints to the Los Angeles County
10 Department of Public Health and to Defendant Mora about an illegal rent increase; knowingly
11 failing to remedy substantial habitability issues at the Property; and increasing Plaintiffs' rent
12 and security deposit despite the presence of these habitability issues. In these ways, Defendants
13 abused their positions as purveyors of residential housing in an atrocious manner.

14 112. Defendants knew, or reasonably should have known, that their conduct would
15 result in Plaintiffs suffering severe and extreme emotional distress. Defendants knew that
16 Plaintiffs were particularly susceptible to injury through mental distress by virtue of the good
17 Defendants purveyed: a home for Plaintiffs. Defendants knew, and continue to know, that a
18 home is a place paramount to Plaintiffs' well-being and emotional health.

19 113. Defendants and their agents have displayed shockingly reckless disregard for the
20 consequences of their conduct. Rather than adequately repairing the Property, Defendants have
21 continued to demand artificially inflated rent for the Property; increased Plaintiffs' rent and
22 security deposit; knowingly failed to abate dangerous and unhealthy property conditions;
23 intentionally refused to service the Property and make necessary repairs, so that the Property
24 would remain uninhabitable and untenable; intentionally entered the Property in the early
25 hours of the morning in order to intimidate Plaintiffs by banging on Plaintiffs' bedroom window
26 and rummaging around the Property's hot water heater; and, under the guise of bringing a
27 prospective buyer to the Property, entered the Property and Plaintiff Ricardo Nuñez's closet
28 without any potential buyer present.

1 114. As a direct and proximate result of Defendants’ conduct, Plaintiffs suffered, and
2 continue to suffer, severe emotional distress and financial damages, including, but not limited to,
3 anxiety, depression, emotional distress, diminished quality of living conditions, social isolation,
4 and ridicule, as well as loss of health.

5 115. In particular, and as a result of Defendants’ constant harassment, Plaintiffs suffer
6 from a constant fear of intrusion into their home of six years, anxiety about potentially having to
7 find a new place to live, and a consistent lack of sleep. Moreover, Defendants’ actions, as well as
8 their lack of action, have negatively impacted Plaintiffs’ physical and emotional health.

9 116. In particular, Plaintiff Silvia Nuñez has suffered from chest pains, exacerbated
10 borderline diabetes, constant anxiety, bouts of crying, and a loss of sleep, as a direct and
11 proximate result of Defendants’ actions and inactions.

12 117. Furthermore, both Plaintiff Silvia Nuñez and Plaintiff Jose Nuñez have
13 experienced stress in their marriage, as a direct and proximate result of Defendants’ actions and
14 inactions.

15 118. In addition, as a direct and proximate result of Defendants’ actions and inactions,
16 Plaintiff Jose Nuñez and Plaintiff Ricardo Nuñez have also suffered, and continue to suffer,
17 anxiety and a loss of sleep.

18 119. Defendants’ acts were willful, malicious, and oppressive, amounting to despicable
19 conduct that subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their
20 rights, so as to entitle Plaintiffs to an award of punitive and exemplary damages in an amount to
21 be determined at trial.

22 **EIGHTH CAUSE OF ACTION**

23 **Nuisance**

24 **(All Plaintiffs Against All Defendants)**

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

27 121. The conditions of the Property as described above constitute a nuisance within,
28 but not limited to, the meaning of Civil Code § 3479 *et seq.*, in that they are injurious to

1 Plaintiffs' health and safety and substantially interfere with Plaintiffs' comfortable enjoyment of
2 the premises.

3 122. Despite being required by law to abate the nuisance, Defendants have failed and
4 continue to fail to correct conditions that constitute a nuisance at the Property. Indeed,
5 Defendants have exacerbated these conditions at the Property by actively failing to provide
6 Plaintiffs with heat or hot water and by failing to abate uninhabitable conditions at the Property.
7 Defendants knew, or reasonably should have known, that Plaintiffs would be injured as a result
8 of Defendants' failure to abate the nuisance.

9 123. As a direct and proximate result of Defendants' failure to abate the nuisance, the
10 value of each Plaintiff's leasehold has been diminished. Consequently, each Plaintiff was
11 damaged in an amount equal to the rental payments due and paid during Plaintiffs' leasehold, or
12 in an amount equal to a portion of those payments to be proven at trial.

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

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

21 **NINTH CAUSE OF ACTION**

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

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

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

26 127. All lease agreements contain an implied covenant of good faith and fair dealing.

27 128. Plaintiffs and Defendants are parties to a lease agreement pursuant to which
28 Plaintiffs lease the Property from Defendants in exchange for monthly rent.

1 2019. On June 10, 2019, Plaintiffs, through their counsel, also informed Defendant Mora that the
2 \$200 rent increase Defendant Mora had noticed in a June 7, 2019 Notice of Change in Terms of
3 Tenancy was unlawful. In response, Defendants and their agents took the following specific
4 retaliatory acts against Plaintiffs:

- 5 a. Attempting on June 7, 2019, to increase Plaintiffs' rent by \$200, in
6 violation of the Los Angeles County Temporary Rent Stabilization
7 Ordinance No. 2019-0018, to retaliate against Plaintiffs for their complaint
8 to the Los Angeles County Department of Public Health on June 4, 2019;
- 9 b. Attempting on June 19, 2019 to "make a[n] amendment to the rental
10 agreement" pursuant to which Plaintiffs would have to remove the gate to
11 their porch, get rid of their dog, and remove their personal property from
12 their storage unit on the Property;
- 13 c. Intimidating Plaintiff Silvia Nuñez by banging on her bedroom window at
14 6 a.m. to serve her a notice of intent to enter Plaintiffs' unit, although
15 neither Defendant nor any agent arrived during the noticed timeslot;
- 16 d. Threatening to reduce the following housing services that Defendant Mora
17 agreed to provide to Plaintiffs from the start of the tenancy: their porch
18 gate and their storage unit;
- 19 e. Throwing trash onto Plaintiffs' yard in order to photograph it as "messy";
- 20 f. Issuing a spate of notices of intent to enter and a rent increase on
21 September 5, 2019;
- 22 g. Refusing on September 7, 2019 to repair Plaintiffs' broken hot water
23 heater "until further notice";
- 24 h. Threatening to terminate Plaintiffs' tenancy on July 1, 2019 and then again
25 on September 11, 2019, September 30, 2019, and October 1, 2019 unless
26 Plaintiffs removed their porch gate and removed their personal property
27 from their storage unit;
- 28 i. Effectively increasing Plaintiffs' rent by increasing Plaintiffs' security

1 deposit by \$2,152 on September 11, 2019;

2 j. On October 23, 2019, serving a Notice of Intent to Enter, pursuant to
3 which neither Defendants nor their agents actually appeared;

4 k. On November 4, 2019, issuing multiple Notices of Intent to Enter the
5 Property for “repairs inspection with video” and to “bring a prospective
6 Buyer to preview the Property,” when instead, on November 5, 2019,
7 Defendants and their agents merely looked at the kitchen floor and
8 Plaintiff Ricardo Nuñez’s closet without any potential buyer present;

9 l. On November 8, 2019, threatening to terminate Plaintiffs’ tenancy and
10 charging a late fee based on an alleged \$7 deficiency in a security deposit
11 that was not yet due;

12 m. In November 2019, refusing to respond to Plaintiffs’ multiple requests for
13 the abatement of a rat infestation at the Property and a lack of heat; and

14 n. Issuing to Plaintiffs nearly constant Notices to Enter designed to harass
15 Plaintiffs and cause them to vacate the Property.

16 136. These acts were done to cause Plaintiffs to quit the Property involuntarily and
17 with the intention of retaliating against Plaintiffs for complaining about the conditions of the
18 Property, protesting Defendants’ continued refusal to abate these conditions, refusing to pay an
19 unlawful rent increase, and otherwise exercising their legal rights. 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).

26 137. Plaintiffs have been damaged by Defendants’ retaliatory acts in an amount
27 according to proof but that is above the jurisdictional minimum of this Court.

28 138. Each of Defendants’ 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.

3 139. 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 **ELEVENTH CAUSE OF ACTION**

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

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

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

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

18 142. Civil Code § 52.1(b) permits an action by a private individual for violation of the
19 rights described in Civil Code § 52.1(a). Such action may be instituted for relief including
20 damages pursuant to Civil Code § 52, injunctive relief and other equitable relief. Civil Code
21 § 52(a) permits recovery of “actual damages, and any amount that may be determined by a jury,
22 or a court sitting without a jury, up to a maximum of three times the amount of actual damage
23 but in no case less than four thousand dollars (\$4,000), and any attorneys' fees that may be
24 determined by the court in addition thereto.”

25 143. Plaintiffs exercised their rights under Civil Code § 827(b) by protesting a rent
26 increase without statutory notice. Plaintiffs also exercised their rights under the Los Angeles
27 County Temporary Rent Stabilization Ordinance No. 2019-0018 by protesting a rent increase
28 made unlawful under that Ordinance. Plaintiffs also exercised their rights under Civil Code

1 § 1942.4 and the common law doctrine requiring a landlord to provide its tenant with habitable
2 premises by complaining to Defendants and to a government agency about the condition of the
3 Property.

4 144. Defendants, by their conduct, interfered or attempted to interfere with Plaintiffs’
5 exercise and enjoyment of these statutory rights by intentionally refusing to service the Property
6 and make necessary repairs, so that the Property would remain uninhabitable and untenable;
7 increasing Plaintiffs’ rent and security deposit; intentionally entering the Property in the early
8 hours of the morning in order to intimidate Plaintiffs by banging on Plaintiffs’ bedroom window
9 and rummaging around the Property’s hot water heater; entering the Property under the guise of
10 bringing a prospective buyer to the Property, but instead inspecting Plaintiff Ricardo Nuñez’s
11 closet without any potential buyer present; threatening to withdraw a storage unit and front gate
12 from Plaintiffs’ use; and threatening to terminate Plaintiffs’ tenancy as described above.

13 145. As a proximate result of Defendants’ wrongful conduct, Plaintiffs suffered, and
14 continue to suffer, harm in an amount according to proof.

15 146. Pursuant to Civil Code § 52, Defendants are liable to Plaintiffs in an amount of
16 statutory and punitive damages to be proven at trial, and for attorneys’ fees and costs incurred in
17 this action

18 **TWELFTH CAUSE OF ACTION**

19 **Violation of Los Angeles County Temporary Rent Stabilization Ordinance No. 2019-0018**

20 **(All Plaintiffs Against All Defendants)**

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

23 148. The Board of Supervisors of Los Angeles County passed a Temporary Rent
24 Stabilization Ordinance No. 2018-0045 applicable to unincorporated areas of Los Angeles
25 County in 2018. The ordinance went into effect December 20, 2018, and was amended by Los
26 Angeles County Temporary Rent Stabilization Ordinance No. 2019-0018 (“the Ordinance”),
27 effective May 16, 2019.

28 149. Under the Ordinance, no landlord is permitted to increase rent by more than 3

1 percent in any 12-month period for an existing tenant whose tenancy began before or on
2 September 11, 2018 and who lives in a “Covered Rental Unit”. A landlord is also prohibited
3 from requesting, receiving or retaining a rent increase made unlawful under the Ordinance.

4 150. A “Covered Rental Unit” is defined as any dwelling unit as defined in Civil Code
5 § 1940(c) located in unincorporated areas of Los Angeles County, other than units with a
6 certificate of occupancy or equivalent permit for residential occupancy issued after February 1,
7 1995 and units that are “alienable separate from the title to any other dwelling unit”.

8 151. The Property is a Covered Rental Unit under the Ordinance because it is located
9 in unincorporated Los Angeles County, with a first certificate of occupancy or equivalent permit
10 for residential occupancy issued prior to February 1, 1995, and is not alienable separate from the
11 title to any other dwelling unit.

12 152. As described above, Defendants, on dates following December 20, 2018,
13 increased Plaintiffs’ monthly rent by more than 3 percent. In particular, on June 7, 2019,
14 Defendant Mora twice attempted to increase Plaintiffs’ monthly rent, first by \$150 via text, and
15 next by \$200 in a Notice of Change in Terms of Tenancy. Additionally, Defendants increased
16 Plaintiffs’ security deposit by \$2,152 effective November 10, 2019, after Plaintiffs refused to pay
17 an unlawful \$200-per-month rent increase that would have been effective in August 2019. This
18 security deposit increase functioned as an attempt to evade the rent increase restrictions of the
19 Ordinance by changing the name of the rent increase to a security deposit increase. The change
20 in nomenclature did not change the effect, and the deposit increase functioned as a rent increase
21 in violation of the Ordinance. Indeed, days before the increased deposit was due, Defendants
22 baselessly demanded a \$120 late fee for an alleged \$7 shortfall in Plaintiffs’ payment of the
23 increased deposit. Plaintiffs’ lease provides for a \$120 late fee for a late payment of rent;
24 Defendants therefore treated the deposit increase as a rent increase.

25 153. Plaintiffs’ tenancy at the Property began before September 11, 2018.

26 154. Defendants have therefore violated the Ordinance.

27 155. Under the Ordinance, Plaintiffs are entitled to an order enjoining Defendants from
28 requesting, receiving or retaining rent from Plaintiffs in an amount that exceeds the monthly rent

1 that was in effect for Plaintiffs on September 11, 2018, plus a maximum annual rent increase of
2 three percent, assuming the increase is properly noticed under Civil Code § 827(b).

3 156. Plaintiffs have been damaged by Defendants' violation of the Ordinance,
4 including but not limited to, by the amount they have paid to Defendants in excess of the lawful
5 rent Defendants could demand and collect under the Ordinance, and by the severe emotional
6 distress they each suffered as a result of Defendants' unlawful rent increase and rent demand and
7 collection.

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

12 158. Under Section 7 of the Ordinance, Plaintiffs are entitled to their attorneys' fees
13 and costs incurred in bringing this suit for Defendants' violation of the Ordinance.

14 **THIRTEENTH CAUSE OF ACTION**

15 **Unfair Business Practices in Violation of**

16 **California Business & Professions Code §§ 17200 *et seq.***

17 **(All Plaintiffs Against All Defendants)**

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

20 160. Defendants' conduct constitutes a "business practice" under Business &
21 Professions Code § 17200.

22 161. This Complaint asserts claims against Defendants for violations of the Unfair
23 Competition Law ("UCL"), Bus. & Prof. Code §§ 17200 *et seq.* through violations of the laws
24 and regulations described herein.

25 162. Defendants have engaged in the unlawful conduct alleged in this Complaint.
26 Each instance of such conduct is a separate and independent instance of unlawful conduct under
27 the UCL.

28 163. Defendants have also engaged in unfair conduct under the UCL through the

1 conduct described herein.

2 164. By the continuous violations of the above-referenced statutes and common law,
3 Defendants have engaged in *per se* unlawful business practices.

4 165. By continuous violation of the above-referenced laws, Defendants have gained an
5 unfair and unlawful advantage over their competitors who do follow the law.

6 166. Plaintiffs have been personally aggrieved by Defendants' unfair and unlawful
7 business acts and practices, including by the loss of money or property.

8 167. Plaintiffs have suffered, and continue to suffer, irreparable harm due to
9 Defendants' conduct as described above. Plaintiffs have been injured and in fact suffered
10 monetary and property loss, including but not limited to increased rent paid to Defendants that
11 Defendants demanded in violation of the Ordinance, Plaintiffs' diminished use of their leasehold
12 and the decreased value of their leasehold.

13 168. Pursuant to California Business & Professions Code §§ 17200 *et. seq.*, Plaintiffs
14 are entitled to restitution; disgorgement of Defendants' ill-gotten gains; injunctive relief; and an
15 award of attorneys' fees and costs pursuant to California Code of Civil Procedure §1021.5 and
16 other applicable law.

17 **DEMAND FOR JURY TRIAL**

18 169. Pursuant to California Code of Civil Procedure § 631, Plaintiffs demand a trial by
19 jury on all issues so triable.

20 **PRAYER FOR RELIEF**

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

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

24 2. Actual, compensatory and restitutionary damages in an amount according to
25 proof;

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

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

- 1 5. Punitive and exemplary damages in an amount necessary to punish Defendants in
2 an amount according to proof;
- 3 6. Disgorgement of Defendants' ill-gotten gains, in an amount according to proof;
- 4 7. Attorneys' fees and costs pursuant to Civil Code §§ 1942.4, 1942.5, Code of Civil
5 Procedure §1021.5, Los Angeles County Temporary Rent Stabilization Ordinance No. 2019-
6 0018, and any other law or statute permitting such relief;
- 7 8. Prejudgment interest and costs; and
- 8 9. Such other relief as the Court deems just and proper.
- 9

10 Respectfully submitted,

11
12 DATED: January 21, 2020

LOS ANGELES CENTER FOR
COMMUNITY LAW AND ACTION

13 By: *Noah Grynberg*
14 Noah Grynberg
15 *Attorneys for Plaintiffs*

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