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15 Attorneys for Plaintiffs

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES**

19 MILAGRO PAZ UMANZOR, an individual;)
ELMER ISAIAS ORELLANA UMANZOR, an)
20 individual; JASON ORELLANA, by and)
through his guardian *ad litem* MILAGRO PAZ)
21 UMANZOR; BELYNDA ORELLANA, by and)
through her guardian *ad litem* MILAGRO PAZ)
22 UMANZOR; MARIBEL GARCIA, an)
individual; JUAN FRANCISCO GARCIA)
23 GILL, an individual; URIEL GARCIA, by and)
through his guardian *ad litem* MARIBEL)
24 GARCIA; JUAN FRANCISCO GARCIA, JR.,)
by and through his guardian *ad litem* MARIBEL)
25 GARCIA; LUZELENA GARCIA, by and)
through her guardian *ad litem* MARIBEL)
26 GARCIA; OZIEL GARCIA, by and through his)
guardian *ad litem* MARIBEL GARCIA;)
27 EVELYN GARCIA, by and through her)
guardian *ad litem* MARIBEL GARCIA;)
28 ANGELICA MARIA TORRES, an individual;)
HUGO DE LA CRUZ, an individual; KIARA)

FILED
Superior Court of California
County of Los Angeles
02/07/2024
David W. Slayton, Executive Officer / Clerk of Court
By: M. Rodriguez Deputy

CASE NO.: 21STCV38616
Assigned to: HON. JOSEPH LIPNER
Dept.: 72
UNLIMITED JURISDICTION
**FIRST AMENDED COMPLAINT FOR
INJUNCTIVE RELIEF AND
DAMAGES FOR:**
1. NEGLIGENCE
2. NEGLIGENT FAILURE TO
PROVIDE HABITABLE
PREMISES
3. BREACH OF IMPLIED
WARRANTY OF
HABITABILITY
4. PREMISES LIABILITY

1 DE LA CRUZ, an individual; KARINA DE LA)
2 CRUZ, an individual; LUIS GARCIA)
3 DELGADO, an individual; BRIAN DE LA)
4 CRUZ TORRES, an individual; MARIA)
5 MAGDALENA DELGADO, an individual;)
6 JOEL PINTO, an individual; EDGAR)
7 CUEVAS, an individual; DAVID AVILA, an)
8 individual; and ISABEL ACEVES DELGADO,)
9 an individual.)

10 Plaintiffs,)

11 vs.)

12 SYLVESTER MALONE, an individual;)
13 DOROTHY N. MALONE, an individual;)
14 SOLA IMPACT FUND II, LP, a Delaware)
15 Limited Partnership; SOLA IMPACT FUND II)
16 GG, LLC, a Delaware Limited Liability)
17 Company; SOLA RENTALS, INC., a Delaware)
18 Corporation doing business in California; SOLA)
19 MANAGEMENT, LLC, a Delaware Limited)
20 Liability Company; SOLA IMPACT RENTAL)
21 COMPANY, INC. , a Delaware Corporation)
22 doing business in California; MARTIN)
23 MUOTO, in his individual and official capacity)
24 as owner and General Partner of Sola Impact)
25 Fund II, LP, owner and Manager-Member of)
26 Sola Impact Fund II GG, LLC, Owner and Chief)
27 Executive Officer of Sola Rentals, Inc., Owner)
28 and Manager-Member of Sola Management,)
LLC, and Owner and Chief Executive Officer of)
Sola Impact Rental Company, Inc.; and DOES)
1-100 INCLUSIVE,)

Defendants.)

5. VIOLATION OF UNFAIR COMPETITION LAW 17200 *et seq.*
6. BREACH OF COVENANT OF QUIET ENJOYMENT
7. NUISANCE (PROPERTY DAMAGE)
8. NUISANCE (PERSONAL INJURIES)
9. COLLECTION OF RENT ON UNTENANTABLE DWELLING
10. INVASION OF PRIVACY
11. CONSTRUCTIVE EVICTION
12. RETALIATION
13. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
14. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
15. VIOLATION OF LOS ANGELES TENANT ANTI-HARASSMENT ORDINANCE

DEMAND FOR JURY TRIAL

21 The above-captioned Plaintiffs, and each of them, allege upon personal knowledge with respect to
22 themselves and their own acts, and upon information and belief as to all other matters, as follows:

INTRODUCTORY ALLEGATIONS

24 1. Through this action, Plaintiffs – including young children – seek injunctive relief and
25 damages for the slum housing conditions that they have been forced to endure because of Defendants’
26 persistent neglect of and failure to adequately maintain the Building where they reside. Plaintiffs
27 (“Plaintiffs” refers collectively to the individuals identified herein) are mostly impoverished tenants
28 residing at 720-722 West 79th Street, Los Angeles, CA 90044, Assessor’s Parcel Number 6032-027-020

1 (the “Building” or the “Property”).

2 2. Defendants’ (“Defendants” refers collectively to the individuals and entities identified herein)
3 failure to fulfill their duties as residential property owners and managers has created appalling living
4 conditions. Plaintiffs and their children are exposed to health and safety threats on a daily basis. Among
5 the most serious violations negatively impacting Plaintiffs are long-term infestations of rats and
6 cockroaches, severe water damage destabilizing the walls and ceilings, rampant mold, unsecured gate and
7 front door to the Building, and actual mushrooms growing in their homes due to pervasive moisture
8 conditions. When Plaintiffs attempt to remedy these atrocious conditions themselves, they suffer more
9 trauma, such as being forced to remove rat carcasses and rat fetuses from traps in their homes.

10 3. The deplorable living conditions have robbed Plaintiffs of their quiet enjoyment of and
11 sense of safety in their own homes. Defendants have mostly ignored Plaintiffs’ complaints and pleas for
12 repairs and remediation of the terrible conditions. Defendants also routinely flout orders from government
13 agencies to correct the issues. Consequently, Plaintiffs and their children have been exposed to persistent
14 health and safety hazards, which have caused them to endure extreme stress from living day-to-day in
15 uninhabitable conditions. Plaintiffs also suffer from physical injuries and illness such as countless bug
16 bites on their bodies, nose bleeds, rashes, and respiratory issues.

17 4. At all relevant times herein, each Defendant owned, operated, managed, or was responsible
18 for maintaining the Building. Rather than maintain the Building in a livable condition, however,
19 Defendants only seek to profit from it by collecting rent from Plaintiffs residing in the uninhabitable
20 conditions.

21 5. The Property, a four-unit residential property constructed in 1921, is located in the City of
22 Los Angeles. The Building is subject to the provisions of the Los Angeles Rent Stabilization Ordinance
23 (“LARSO”), Los Angeles Municipal Code (“LAMC”) sections 151.00 et seq. and its ancillary provisions.

24 6. At all relevant times herein, each Defendant owned, operated, managed, and/or was
25 responsible for maintaining the Building. Defendants have known that the Property has been repeatedly
26 cited by the Los Angeles Housing and Community Investment Department and the Los Angeles County
27 Department of Public Health (“DPH”) for municipal and health and safety code violations, with orders to
28 repair the premises.

1 13. Plaintiff Maribel Garcia is an individual, who at all times mentioned herein, has resided in
2 Unit 2 of the Building and has been a tenant from approximately January 2010 to the present pursuant to
3 a valid lease agreement.

4 14. Plaintiff Juan Francisco Garcia Gill is an individual, who at all times mentioned herein, has
5 resided in Unit 2 of the Building and has been a tenant from approximately January 2010 to the present
6 pursuant to a valid lease agreement.

7 15. Plaintiff Uriel Garcia is an individual, who at all times mentioned herein, has resided in
8 Unit 2 of the Building and has been a tenant from approximately January 2010 to the present pursuant to
9 a valid lease agreement.

10 16. Plaintiff Juan Francisco Garcia, Jr. is a disabled minor and is participating in this action
11 by and through his guardian ad litem, Maribel Garcia. Plaintiff Garcia is an individual, who at all times
12 mentioned herein, has resided in Unit 2 of the Building and has been a tenant for approximately a decade
13 pursuant to a valid lease agreement.

14 17. Plaintiff Luzelena Garcia is a minor and is participating in this action by and through her
15 guardian ad litem, Maribel Garcia. Plaintiff Garcia is an individual, who at all times mentioned herein,
16 has resided in Unit 2 of the Building and has been a tenant from approximately January 2010 to the present
17 pursuant to a valid lease agreement.

18 18. Plaintiff Oziel Garcia is a minor and is participating in this action by and through his
19 guardian ad litem, Maribel Garcia. Plaintiff Garcia is an individual, who at all times mentioned herein,
20 has resided in Unit 2 of the Building and has been a tenant since birth on February 6, 2011 to the present
21 pursuant to a valid lease agreement.

22 19. Plaintiff Evelyn Garcia is a minor and is participating in this action by and through her
23 guardian ad litem, Maribel Garcia. Plaintiff Garcia is an individual, who at all times mentioned herein,
24 has resided in Unit 2 of the Building and has been a tenant since birth on January 11, 2013 to the present
25 pursuant to a valid lease agreement.

26 20. Plaintiff Angelica Maria Torres is an individual, who at all times mentioned herein, has
27 resided in Unit 3 of the Building and has been a tenant from approximately October 2016 to the present
28 pursuant to a valid lease agreement.

1 21. Plaintiff Hugo De La Cruz is an individual, who at all times mentioned herein, has resided
2 in Unit 3 of the Building and has been a tenant from approximately October 2016 to the present pursuant
3 to a valid lease agreement.

4 22. Plaintiff Kiara De La Cruz is an individual, who at all times mentioned herein, has resided
5 in Unit 3 of the Building and has been a tenant from approximately June 2018 to the present pursuant to
6 a valid lease agreement.

7 23. Plaintiff Karina De La Cruz is an individual, who at all times mentioned herein, has resided
8 in Unit 3 of the Building and has been a tenant from approximately October 2016 to the present pursuant
9 to a valid lease agreement.

10 24. Plaintiff Luis Garcia Delgado is an individual, who at all times mentioned herein, has
11 resided in Unit 3 of the Building and has been a tenant from approximately December 2018 to the present
12 pursuant to a valid lease agreement. Plaintiff Delgado previously resided in Unit 2 of the Building as a
13 tenant from approximately January 2010 to December 2018.

14 25. Plaintiff Brian De La Cruz Torres is an individual, who at all times mentioned herein, has
15 resided in Unit 3 of the Building and has been a tenant from approximately October 2016 to the present
16 pursuant to a valid lease agreement.

17 26. Plaintiff Maria Magdalena Delgado is an individual, who at all times mentioned herein,
18 has resided in Unit 722 of the Building and has been a tenant from approximately June 2005 to the present
19 pursuant to a valid lease agreement.

20 27. Plaintiff Joel Pinto is an individual, who at all times mentioned herein, has resided in Unit
21 722 of the Building and has been a tenant from approximately June 2005 to the present pursuant to a valid
22 lease agreement.

23 28. Isabel Aceves Delgado is an individual, who at all times mentioned herein, has resided in
24 Unit 722 of the Building and has been a tenant from approximately June 2005 to the present pursuant to
25 a valid lease agreement.

26 29. Plaintiff Edgar Cuevas is an individual, who at all times mentioned herein, has resided in
27 Unit 722 of the Building and has been a tenant from approximately June 2005 to the present pursuant to
28 a valid lease agreement.

1 30. Plaintiff David Avila is an individual, who at all times mentioned herein, has resided in
2 Unit 722 of the Building and has been a tenant from approximately June 2005 to the present pursuant to
3 a valid lease agreement.

4 **DEFENDANTS AND THEIR RESPECTIVE INTERESTS IN THE BUILDING**

5 31. On information and belief, Defendant Sylvester Malone (“Defendant Sylvester Malone”)
6 is an individual and a citizen of the State of California. He held himself out as an owner of the Property
7 for more than a decade. On or around September 13, 2018, Defendant Sylvester Malone transferred his
8 interest in the Property to SOLA Impact Fund II, LP for \$535,000. Plaintiffs allege that at all relevant
9 times until the date of transfer, Defendant Sylvester Malone was an owner and manager of the Property,
10 exercised real or apparent authority regarding it, and was therefore responsible for maintaining it in a
11 lawful and habitable condition, but failed and/or refused to do so.

12 32. On information and belief, Defendant Dorothy N. Malone (“Defendant Dorothy Malone”)
13 is an individual and a citizen of the State of California. She held herself out as an owner of the Property
14 for more than a decade. On or around September 13, 2018, Defendant Dorothy Malone transferred her
15 interest in the Property to SOLA Impact Fund II, LP for \$535,000. Plaintiffs allege that at all relevant
16 times until the date of transfer, Defendant Dorothy Malone was an owner and manager of the Property,
17 exercised real or apparent authority regarding it, and was therefore responsible for maintaining it in a
18 lawful and habitable condition, but failed and/or refused to do so.

19 33. On information and belief, Defendant SOLA Impact Fund II, LP (“Defendant SOLA LP”)
20 is a Delaware limited partnership, doing business in California. Plaintiffs further allege that Defendant
21 SOLA LP holds title to the Property and/or has had ownership of the Property since on or about September
22 13, 2018. Plaintiffs allege that at all relevant times mentioned herein, Defendant SOLA LP was an owner
23 and/or manager of the Property, exercised real or apparent authority regarding it, and was therefore
24 responsible for maintaining it in a lawful and habitable condition, but failed and/or refused to do so.

25 34. On information and belief, Defendant Sola Impact Fund II GG, LLC (“Defendant SOLA
26 LLC”) is a Delaware limited liability company, doing business in California. Plaintiffs further allege that
27 Defendant SOLA LLC holds title to the Property and/or has had ownership of the Property since on or
28 about September 13, 2018. Plaintiffs allege that at all relevant times mentioned herein, Defendant SOLA

1 LLC was an owner and/or manager of the Property, exercised real or apparent authority regarding it, and
2 was therefore responsible for maintaining it in a lawful and habitable condition, but failed and/or refused
3 to do so.

4 35. On information and belief, Defendant SOLA Rentals, Inc. (“Defendant SOLA Rentals”) is
5 a Delaware corporation, doing business in California. Plaintiffs allege that at all relevant times mentioned
6 herein, Defendant SOLA Rentals was an owner and/or manager of the Property, exercised real or apparent
7 authority regarding it, and was therefore responsible for maintaining it in a lawful and habitable condition,
8 but failed and/or refused to do so.

9 36. On information and belief, Defendant SOLA Management, LLC (“Defendant SOLA
10 Management”) is a Delaware limited liability company, doing business in California. Plaintiffs allege that
11 at all relevant times mentioned herein, Defendant SOLA Management was an owner and/or manager of
12 the Property, exercised real or apparent authority regarding it, and was therefore responsible for
13 maintaining it in a lawful and habitable condition, but failed and/or refused to do so.

14 37. On information and belief, Defendant SOLA Impact Rental Company, Inc. (“Defendant
15 SOLA Impact”) is a Delaware corporation, doing business in California. Plaintiffs allege that at all
16 relevant times mentioned herein, Defendant SOLA Impact was an owner and/or manager of the Property,
17 exercised real or apparent authority regarding it, and was therefore responsible for maintaining it in a
18 lawful and habitable condition, but failed and/or refused to do so.

19 38. On information and belief, Defendant Martin Muoto is an individual and a citizen of the
20 State of California. He has held himself out as an owner of the Property. He has also held himself out as
21 owner and General Partner of Defendant SOLA LP; owner and Manager-Member of Defendant SOLA
22 LLC; owner and Chief Executive Officer of Defendant SOLA Rentals; owner and Manager-Member of
23 Defendant SOLA Management; and owner and Chief Executive Office of Defendant SOLA Impact.
24 Plaintiffs allege that at all relevant times, Defendant Muoto was an owner and manager of the Property,
25 exercised real or apparent authority regarding it, and was therefore responsible for maintaining the
26 Building in a lawful and habitable condition, but failed and/or refused to do so.

27 39. On information and belief, there are numerous overlapping “SOLA” business entities, each
28 of which is owned, in whole or in part, by Defendant Muoto. Plaintiffs reserve the right to addend, amend,

1 or DOE in the correct SOLA business entity or other entity once ascertained.

2 40. On information and belief, Plaintiffs allege that Defendants were owners, persons, or
3 entities actually or apparently responsible for the management and maintenance of the Building during
4 Plaintiffs' tenancies.

5 41. Plaintiffs are ignorant of the true names and capacities of Defendants sued as DOES 1
6 through 100, inclusive, and therefore sue these Defendants by such fictitious names and capacities.
7 Plaintiffs are informed and believe, and thereupon allege, that each Defendant fictitiously named as a DOE
8 is legally responsible, negligently or in some other actionable manner, for the acts and failures to act as
9 alleged herein, and thereby proximately and legally caused the injuries and damages to Plaintiffs as
10 alleged. Plaintiff will seek leave of court to amend this complaint to allege such names and/or capacities
11 of such fictitiously-named Defendants as soon as they are ascertained.

12 **VENUE**

13 42. Venue is proper in Los Angeles County because it is the County in which the Property is
14 located and where a substantial part of the events giving rise to the claims for relief occurred.

15 **FACTUAL ALLEGATIONS**

16 43. At all times mentioned herein, Defendants, and each of them, were subject to common law
17 and statutory duties requiring them to provide Plaintiffs with a safe and tenantable residence that complied
18 with all habitability requirements imposed by state, county, and local laws including, but not limited to,
19 California Civil Code section 1941.1 and Health and Safety Code section 17920.3. Notwithstanding these
20 non-waivable and non-delegable duties, Defendants have breached, and continue to breach, their duties of
21 care to Plaintiffs. Defendants' gross failures to maintain the habitability of the Property have adversely
22 impacted the health and safety of Plaintiffs, their children, and the larger community.

23 44. On information and belief, each Defendant either owned, operated, managed, and/or was
24 responsible for maintaining the Property while dangerous conditions existed. On information and belief,
25 Defendants and their officers, directors, and managing agents directly, or through their agents, observed
26 and were aware of these uninhabitable and hazardous conditions. Yet, they intentionally refused to take
27 corrective action and ratified their employees' and agents' failures to take corrective action.

28 45. For years, Defendants have neglected to properly maintain the Building by failing to

1 perform routine and regular maintenance on the Building. Consequently, Defendants have allowed the
2 Building to fall into severe disrepair, leading to major systemic problems endangering Plaintiffs' health
3 and safety. Children are growing up – and have grown up – in the deplorable conditions traumatized by,
4 among other things, long-term infestations of cockroaches and rodents.

5 46. Defendants have lined their own pockets with Plaintiffs' rental payments by skimping on
6 necessary repairs and regular maintenance to the Building. Indeed, Defendants' profits-over-people
7 motives are readily evinced by the "for sale" listing in 2018 which described the Building as "Great
8 income, needs work, sold as-is." Defendants have callously taken advantage of Plaintiffs'
9 impoverishment. Defendants know that Plaintiffs would experience inordinate difficulty in finding
10 alternative, safer apartments given the affordable housing crisis in Los Angeles.

11 47. As a result of Defendants' acts and omissions, Plaintiffs have been exposed to serious
12 health and safety hazards, as well as the stress of living day-to-day in uninhabitable conditions. Plaintiffs
13 repeatedly complained to Defendants and/or their agents about the uninhabitable conditions in the
14 Building and requested repairs, to no avail.

15 48. Since at least 2009, the Housing and Community Investment Department of Los Angeles
16 ("HCIDLA") and the Los Angeles County Department of Public Health ("DPH") have been issuing Notice
17 and Orders to Comply ("NTC") to Defendants for numerous violations of housing and health and safety
18 laws at the Building.

19 49. In March 2009, HCIDLA issued a NTC to Defendants Sylvester Malone and Dorothy
20 Malone (the "Malone Defendants") for, among other things: (1) failure to maintain building, structure,
21 premises, or portion thereof in conformity with the code regulations and department approvals in effect at
22 time of construction (Unit 722); (2) failure to maintain windows, doors, cabinets, and frames operable and
23 in good repair (Units 1, 3); (3) failure to properly install and maintain required lighting fixtures (Unit 722);
24 (4) failure to maintain required plumbing trap, trap arm, and/or tailpiece free from defect (Units 1, 2, 722);
25 and (5) failure to maintain an approved appliance venting system (Unit 2).

26 50. In June 2013, HCIDLA issued a NTC to the Malone Defendants for, among other things:
27 (1) failure to provide and/or maintain approved emergency escape or rescue windows and/or approved
28 means of emergency egress (Unit 2); (2) failure to maintain plaster, drywall walls, and ceilings in a smooth

1 and sanitary condition (Units 1, 722); (3) failure to maintain required window and/or door insect screens
2 (Unit 1); (4) Failure to properly secure loose plumbing fixtures (Units 1, 2, 3, 722); and (5) a zoning
3 violation.

4 51. In 2015, the DPH notified the Malone Defendants of the following conditions in Plaintiffs'
5 units: (1) infestations of rodents; (2) infestations of cockroaches; (3) mold; and (4) gaps around Plaintiffs'
6 doors where insects and vermin could enter their homes.

7 52. In March 2017, HCIDLA issued a NTC to the Malone Defendants for, among other things:
8 (1) failure to provide and maintain the required permanently wired, with battery back-up, smoke detectors
9 in all sleeping rooms, and areas adjacent to sleeping rooms (Units 1, 2, 722); (2) failure to maintain safe
10 and sanitary floor coverings (Unit 722); (3) using a fuse or circuit breaker that exceeds the rated ampacity
11 of the conductor (Unit 722); (4) failure to maintain required plumbing trap, trap arm, and/or tailpiece free
12 from defect (Units 1, 2); (5) failure to maintain an approved appliance venting system (Units 1, 2, 722);
13 (6) failure to paint all exposed building surfaces to maintain exterior weatherproofing; (7) failure to
14 maintain portions of the building that are dilapidated due to dry rot or insect infestation; and (8)
15 unapproved open storage of trash and personal items.

16 53. In June 2019, the DPH issued a Notice to Abate to Defendant SOLA LP (owned by
17 Defendant Muoto) regarding the following unhealthy conditions in Plaintiffs' units: (1) holes in units; (2)
18 mold; (3) infestation of rats; and (4) deteriorated floors. Defendants failed to abate these conditions and
19 the DPH issued new Notices to Abate in October 2019 and December 2019. In addition to the foregoing
20 unhealthy conditions, those notices included: (1) cockroach infestations; (2) holes in ceilings; and (3) the
21 presence of a dangerous beehive on the Property. All of these dangerous conditions still exist at the
22 Property and are worsening.

23 54. In August 2019, HCIDLA issued a NTC to Defendant SOLA LP for, among other things:
24 (1) failure to provide and maintain the required permanently wired smoke detectors in all sleeping rooms
25 and areas adjacent to sleeping rooms (Units 2, 3, 722); (2) failure to maintain required window and/or
26 door insect screens (Units 3, 722); (3) failure to maintain the building in conformity with code regulations
27 (Unit 2, 722); (4) failure to maintain windows, doors, cabinets, and frames operable and in good repair
28 (Units 2, 3); (5) failure to maintain safe and sanitary floor coverings (Units 3, 722); (6) failure to maintain

1 plaster, drywall walls, and ceilings in a smooth and sanitary condition (Units 2, 3, 722); (7) failure to
2 maintain electrical service, switches, and outlets in good repair (Units 2, 3, 722); (8) failure to maintain
3 the plumbing system free from defective faucets or fixtures (Unit 2); (9) failure to maintain required
4 heating appliance (Unit 722); (10) failure to clean and maintain yards free from rubbish, debris, and
5 excessive vegetation; (11) failure to maintain stairway surfaces; (12) failure to properly maintain portions
6 of the building that are dilapidated due to dry rot or insect infestation; and (13) failure to provide and
7 maintain required guard/handrail.

8 55. In October 2019, HCIDLA issued another NTC to Defendant SOLA LP for, among other
9 things: (1) failure to provide and/or maintain approved emergency escape or rescue windows and/or
10 approved means of emergency egress (Unit 2); (2) failure to provide and maintain the required
11 permanently wired smoke detectors in all sleeping rooms and areas adjacent to sleeping rooms (Unit 1);
12 (3) failure to maintain windows, doors, cabinets, and frames operable, clean and sanitary and in good
13 repair (Units 1, 2); (4) Failure to maintain safe and sanitary floor covering (Unit 1); (5) Failure to maintain
14 plaster/drywall walls/ceilings in a smooth and sanitary condition (Units 1, 3); (6) Failure to maintain the
15 required switch/receptacle cover plates, grounding means, in good repair (Unit 1); and (7) failure to
16 maintain all plumbing drains and waste lines clear of blockages(s) (Unit 1).

17 56. On information and belief, HCIDLA and the DPH have issued other NTCs to Defendants
18 about similar violations at the Property. Each time, the government agencies provided ample time to
19 Defendants to eliminate all of the violations. However, Defendants either failed to eliminate the majority
20 of the hazardous, unlawful conditions in the allotted time period and/or made shoddy repairs that only
21 temporarily “fixed” the issues.

22 57. Despite repeated notices from government agencies and numerous complaints by
23 Plaintiffs, Defendants have failed to maintain the Building in a habitable condition. As a result, Plaintiffs
24 and their children live in deplorable conditions with widespread mold, faulty plumbing, malfunctioning
25 electricity, crumbling walls, leaking pipes and ceilings, and holes in the walls where pests invade their
26 homes. Water damage is pervasive throughout the Building and may be destabilizing its structure.
27 Astonishingly, the chronic moisture has resulted in mushrooms growing inside Plaintiffs’ homes.

28 58. Defendants’ failure to maintain the Building has also led to massive infestations of

1 cockroaches, rodents, bedbugs, and other pests, thereby creating nightmarish living conditions. As a result
2 of the long-term infestations, Plaintiffs have been forced to discard countless personal items, including,
3 but not limited to: furniture; appliances; shoes; clothing; bedding; and food. Plaintiffs also regularly spend
4 their own limited funds on insecticides, cleaning products, and traps to attempt to combat the infestations.

5 59. Over the years, Plaintiffs – including babies and toddlers – have suffered from injuries such
6 as, but not limited to, insect bites covering their bodies, scarring from bites, headaches, nosebleeds,
7 respiratory problems, and rashes. These and other health problems have been directly caused and/or
8 exacerbated by the pest infestations.

9 60. On numerous occasions, Plaintiffs have captured and killed rats and mice in their homes
10 by setting traps. Children are regularly exposed to the live rodents and their dead carcasses. The stress of
11 living in such a deplorable environment has caused Plaintiffs to experience illness, sadness, fearfulness,
12 worry, anger, disgust, and shame. Plaintiffs who are parents suffer additional feelings of desperation and
13 helplessness as they cannot protect their children from the dangers.

14 61. Notwithstanding Defendants’ knowledge that these unsafe and unhealthy conditions
15 endanger Plaintiffs’ health, safety and welfare, and despite having the opportunity and the means, as well
16 as the legal obligation, to correct these conditions, each Defendant failed and refused to take necessary
17 corrective measures throughout the Property.

18 62. SOLA LP became the owner of the Property in September 2018.

19 63. Shortly after SOLA LP became the Property owner, SOLA LP, by and through its agents,
20 including Sola Impact Fund II GG, LLC, SOLA Rentals, Inc., Sola Management, LLC, SOLA Impact
21 Rental Company, Inc., and/or Martin Muoto (collectively, the “SOLA Defendants”) made “cash for keys”
22 offers to Plaintiffs in each unit of the Property. The “cash for keys” offers severely undervalued the cost
23 to Plaintiffs of losing their long-term tenancies and relocating. SOLA LP, by and through its agents, made
24 the “cash for keys” offers in person and pressured Plaintiffs to accept the offers by making intimidating
25 and coercive statements, such as by suggesting that Plaintiffs would be forced to move if they did not
26 accept the offers.

27 64. None of the Plaintiffs’ households accepted the SOLA LP’s “cash for keys” offers.

28 65. On information and belief, SOLA LP made the “cash for keys” offers to Plaintiffs because

1 it wanted Plaintiffs to leave the Property so it could bring in new tenants and increase the rent at the
2 Property.

3 66. On information and belief, because none of Plaintiffs' households accepted the "cash for
4 keys" offers, SOLA LP failed to complete repairs and maintenance at the Property.

5 67. SOLA LP completed no or minimal repair and maintenance work at the Property from the
6 time it acquired the Property in September 2018 until December 2021, when it undertook major work
7 without proper notice to Plaintiffs.

8 68. In the late afternoon of Friday, December 17, 2021, SOLA LP, by and through its agents,
9 began doing extensive, though largely cosmetic, renovation work at the Property. For instance, it removed
10 toilets and bathrooms sinks from several of the units. It also blocked the Property's driveway with
11 construction debris, leaving some Plaintiffs essentially trapped at the Property.

12 69. SOLA LP did not provide Plaintiffs proper notice that it intended to begin this work at the
13 Property.

14 70. SOLA LP did not offer Plaintiffs adequate alternate lodging while it completed work at the
15 Property that rendered Plaintiffs' units uninhabitable for approximately a week, leading up to the
16 Christmas holiday.

17 71. Uninhabitable conditions persisted at the Property even after SOLA LP undertook
18 renovation work at the Property in December 2021, such as, for instance, plumbing and water leaks.

19 72. SOLA LP damaged or destroyed Plaintiffs' personal belongings during the repairs by, for
20 example, breaking furniture and disposing of appliances that Plaintiffs had purchased.

21 73. From the time that SOLA LP acquired the Property, and continuing to present, SOLA LP,
22 by and through its agents, has engaged in other conduct intended to coerce Plaintiffs to surrender their
23 tenancies or to interfere with Plaintiffs' comfort and peace at the Property. Such conduct included but is
24 not limited to penalizing Plaintiffs for long-accepted behavior, towing and threatening to tow Plaintiffs'
25 cars from the Property, requiring them to remove furniture from their porches upon short notice, and
26 making harassing statements to Plaintiffs.

27 74. As a result of SOLA LP's actions set forth above, Plaintiffs experienced stress, sadness,
28 fearfulness, worry, anger, disgust, and shame.

1 to despicable 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. Plaintiffs are entitled to
3 punitive and exemplary damages against Defendants, and Does 1 through 100, in an amount sufficient to
4 punish them and deter them and others from engaging in similar conduct, as determined at trial.

5 **SECOND CAUSE OF ACTION**

6 **(Negligent Failure to Provide Habitable Premises By Plaintiffs Jason Orellana, Belynda Orellana,**
7 **Uriel Garcia, Juan Franciso Garcia, Jr., Luzelena Garcia, Oziel Garcia, Evelyn Garcia Against**
8 **Defendants Sylvester Malone and Dorothy Malone)**

9 **(Negligent Failure to Provide Habitable Premises By All Plaintiffs Against Defendants SOLA**
10 **Impact Fund II, LP, Sola Impact Fund II GG, LLC, SOLA Rentals, Inc., Sola Management, LLC,**
11 **SOLA Impact Rental Company, Inc., Martin Muoto)**

12 83. Plaintiffs re-allege and incorporate by reference each of the allegations of the Complaint
13 contained in the preceding paragraphs, as if fully set forth herein.

14 84. During their residence at the Property, each Plaintiff was in a landlord-tenant relationship
15 with Defendants, paying rent and occupying the premises, pursuant to valid lease agreement.

16 85. Implied in each rental agreement in California, whether oral or written, is a warranty of
17 habitability, which requires landlords to maintain rental premises in a habitable condition.

18 86. Under California Civil Code section 1941, Defendants, as owners and managers of the
19 Property, have a duty to provide Plaintiffs with a habitable premises and repair all dilapidations that
20 rendered the Property untenantable.

21 87. By virtue of the landlord-tenant relationship and oral or written lease agreements,
22 Defendants also owe Plaintiffs a duty, as defined in applicable health and safety codes, to maintain the
23 Property in a habitable condition. Instead, Defendants allowed the Property to fall into deplorable
24 conditions, including, but not limited to, crumbling walls and ceilings, defective plumbing and fixtures,
25 rampant mold, pervasive moisture, water damage, and long-term infestations of insects and rodents.

26 88. Defendants substantially breached this duty and the implied warranty of habitability by
27 allowing the Property to slide into decrepitude and failing to correct the Property's substandard conditions.

28 89. These substandard conditions were a result of Defendants' refusal to maintain the Property

1 in a habitable condition. Plaintiffs did not cause, create, or contribute to the defects, or interfere with any
2 attempts by Defendants to correct the uninhabitable conditions.

3 90. At all times relevant herein, Defendants were aware of the obligation to maintain the
4 Property in a habitable condition. Defendants negligently failed to properly maintain the Property, despite
5 being notified by Plaintiffs, HCIDLA, and DPH that the Property was not in compliance with applicable
6 housing, health, and safety codes. Defendants knew, or reasonably should have known, that permitting
7 said defective conditions to exist threatened the physical, mental, and emotional health and well-being of
8 each of the Plaintiffs, posed a serious threat and danger to their health and safety, and would cause
9 Plaintiffs to suffer damages as result of this breach.

10 91. Each Plaintiff has been damaged by Defendants' conduct in an amount equal to rents due
11 and paid by each Plaintiff during the life of each Plaintiff's tenancy, or in an amount to be proven at trial.

12 92. In addition, as a direct and proximate result of Defendants' conduct and the conditions
13 outlined above, Plaintiffs have suffered and/or continue to suffer physical injury, illness, mental stress,
14 and emotional distress, loss in the value of his or her leasehold, property damage, and other economic
15 damage in an amount to be proven at trial, but which amount is within the jurisdictional requirements of
16 this Court.

17 **THIRD CAUSE OF ACTION**

18 **(Breach of Implied Warranty of Habitability By All Plaintiffs Against All Defendants)**

19 93. Plaintiffs re-allege and incorporate by reference each of the allegations of the complaint
20 contained in the preceding paragraphs, as if fully set forth herein.

21 94. During their residence at the Property, each Plaintiff was in a landlord-tenant relationship
22 with Defendants, paying rent and occupying the premises, pursuant to valid lease agreement.

23 95. Implied in each lease agreement in California, whether oral or written, is a warranty of
24 habitability that requires landlords to maintain rental premises in a habitable condition.

25 96. By virtue of the landlord-tenant relationship and rental agreement, Defendants owed
26 Plaintiffs a duty, as defined in applicable health and safety codes, to maintain the premises in a habitable
27 condition.

28 97. Defendants breached this duty and the implied warranty of habitability by allowing the

1 Property to persist in decrepitude and by failing to correct the Property's substandard conditions.

2 98. At all times relevant herein, Defendants were aware of the obligation to maintain the
3 Property in a habitable condition. Defendants negligently failed to properly maintain the Property, despite
4 being notified by HCIDLA and DPH, including the issuance of citations and Notices to Comply
5 demonstrating that the Property was out of compliance with housing, health, and safety codes. Defendants
6 knew, or reasonably should have known, that Plaintiffs would suffer damages as result of this breach.

7 99. Each Plaintiff has been damaged by Defendants' conduct in an amount equal to rents due
8 and paid by each Plaintiff during the life of each Plaintiff's tenancy, or in an amount to be proven at trial.
9 Defendants are liable to compensate Plaintiffs for these injuries.

10 100. In addition, as a direct and proximate result of Defendants' conduct and the conditions
11 outlined above, Plaintiffs have suffered and/or continue to suffer physical injury, illness, mental stress,
12 and emotional distress, loss in the value of his or her leasehold, property damage, and other economic
13 damage in an amount to be proven at trial, but which amount is within the jurisdictional requirements of
14 this Court.

15 **FOURTH CAUSE OF ACTION**

16 **(Premises Liability By Plaintiffs Jason Orellana, Belynda Orellana, Uriel Garcia, Juan Franciso**
17 **Garcia, Jr., Luzelena Garcia, Oziel Garcia, Evelyn Garcia Against Defendants Sylvester Malone**
18 **and Dorothy Malone)**

19 **(Premises Liability By All Plaintiffs Against Defendants SOLA Impact Fund II, LP, Sola Impact**
20 **Fund II GG, LLC, SOLA Rentals, Inc., Sola Management, LLC, SOLA Impact Rental Company,**
21 **Inc., Martin Muoto)**

22 101. Plaintiffs re-allege and incorporate by reference each of the allegations of the Complaint.

23 102. At all times relevant to this cause of action, the Defendants and their agents owned, leased,
24 occupied, managed, or otherwise controlled the Property.

25 103. As landowners and managers of the Property, Defendants owed a duty of care under
26 common law and California Civil Code section 1714 to exercise due care in the management of the
27 Property so as to avoid foreseeable injury to others. This duty required them to comply with all building,
28 fire, health, and safety codes, ordinances, regulations, and other laws applying to the maintenance and

1 operation of rental housing.

2 104. Defendants have breached their common law and statutory duties of care by failing to
3 correct substandard conditions and failing to use ordinary care in managing the Property.

4 105. Defendants knew, or reasonably should have known, that Plaintiffs would be injured as a
5 result of their breach of the common law and statutory duties of due care.

6 106. As a direct and proximate result of Defendants' negligent maintenance of the premises, the
7 value of the leasehold held by each Plaintiff has been diminished. Consequently, each Plaintiff has been
8 damaged in an amount to be proven at trial.

9 107. As a direct and proximate result of Defendants' conduct, Plaintiffs suffered and/or continue
10 to suffer illness, physical injury, mental stress, severe emotional distress, feelings of anxiety, sadness,
11 anger, fearfulness, worry, disgust, helplessness, frustration, and shame, in an amount to be determined
12 according to proof, but which amount is within the jurisdictional requirements of this Court. Defendants
13 are liable to compensate Plaintiffs for these injuries.

14 108. Unless Defendants are restrained by order of this Court, it will be necessary for Plaintiffs
15 to commence many successive actions against Defendants to secure compensation for damages sustained,
16 thus requiring a multiplicity of suits, while Plaintiffs continue to be threatened daily by the above-
17 referenced conditions.

18 109. Unless Defendants are enjoined from continuing their course of conduct, Plaintiffs will
19 suffer irreparable injury in that Plaintiffs will continue to be deprived of comfortable enjoyment of their
20 leasehold and Property, and their health and safety will be irreparably harmed.

21 110. Plaintiffs have no plain, speedy, or adequate remedy at law, and injunctive relief is
22 expressly authorized by sections 526 and 731 of the California Code of Civil Procedure.

23 111. Defendants' tortious breach of the duty of care has been willful, malicious, and oppressive,
24 amounting to despicable conduct that subjected Plaintiffs to cruel and unjust hardship in conscious
25 disregard of their rights, so as to entitle Plaintiffs to an award of punitive and exemplary damages.
26 Plaintiffs are entitled to punitive and exemplary damages against Defendants in an amount sufficient to
27 punish them and deter them and others from engaging in similar conduct. Plaintiffs are also entitled to
28 recover their reasonable attorneys' fees incurred in bringing and litigating this matter and costs of the suit.

1
2 **FIFTH CAUSE OF ACTION**

3 **(Violation of Cal. Bus. & Prof. Code Sections 17200 et seq. By All Plaintiffs Against All**
4 **Defendants)**

5 112. Plaintiffs re-allege and incorporate by reference each of the allegations of the Complaint.

6 113. The uninhabitable conditions at the Property arise from Defendants' failure to maintain
7 and repair the Property as required by numerous state and municipal health, safety, and housing codes.
8 Hence, Defendants' conduct has violated the health, safety, and housing codes as set forth herein.

9 114. By committing the acts alleged herein, Defendants have engaged in unfair and unlawful
10 conduct prohibited under Business and Professions Code section 17200 *et seq.*

11 115. Each Plaintiff has suffered and/or continues to suffer irreparable harm due to Defendants'
12 continuing violations of the aforementioned statutes. Each Plaintiff has been injured in fact and has
13 suffered a loss of money and/or property as a result of Defendants' conduct, including, but not limited to:
14 a decrease in the value of their leaseholds; overpayment of rent due to diminished value of the leaseholds;
15 expenditures of money to purchase insecticides, poisons, and traps to combat vermin infestations; and
16 other damages in an amount to be determined at trial, but which amount is within the jurisdictional
17 requirements of this Court.

18 116. As a direct and proximate result of the above-mentioned acts and omissions, Defendants
19 have been unjustly enriched at the expense of Plaintiffs, and Plaintiffs are entitled to restitution in an
20 amount to be proven at trial.

21 117. Unless Defendants are restrained from doing so, Defendants will continue to engage in said
22 unlawful and unfair business practices.

23 118. Continuing commissions and omissions by Defendants of the acts and omissions alleged
24 will irreparably harm Plaintiffs, for which harm they have no plain, speedy, or adequate remedy at law.

25 119. An action for injunctive relief and restitution against all Defendants is specifically
26 authorized by Business and Professions Code section 17203.

27 120. Defendants' unfair and illegal profit from charging rent from Plaintiffs; decreasing the
28 value of Plaintiffs' leasehold interest in the Property; and saving resources from being spent on pest

1 prevention by forcing Plaintiffs to purchase insecticides, poisons, and traps, among other examples, violate
2 Business and Professions Code section 17200 *et seq.*, and affect the public interest. Defendants' conduct
3 in letting the Property fall into disrepair while continuing to profit off Plaintiffs has created blight in the
4 community. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiffs are thereby entitled
5 to reasonable attorneys' fees, in an amount to be determined after trial.

6 121. As a direct and proximate result of the aforementioned acts and omissions, Defendants
7 have been unjustly enriched at the expense of Plaintiffs, and Plaintiffs are entitled to restitution and the
8 disgorgement of all earnings, profits, compensations, benefits, and other ill-gotten gains obtained by
9 Defendants as a result of their conduct in violation of Business and Professions Code section 17200 *et*
10 *seq.*, in an amount to be proven at trial

11 **SIXTH CAUSE OF ACTION**

12 **(Breach of the Covenant of Quiet Enjoyment – Civil Code Sections 1927, 1940.2, and 3304 By**
13 **Plaintiffs Jason Orellana, Belynda Orellana, Uriel Garcia, Juan Franciso Garcia, Jr., Luzelena**
14 **Garcia, Oziel Garcia, Evelyn Garcia Against Defendants Sylvester Malone and Dorothy Malone)**
15 **(Breach of the Covenant of Quiet Enjoyment – Civil Code Sections 1927, 1940.2, and 3304 By All**
16 **Plaintiffs Against Defendants SOLA Impact Fund II, LP, Sola Impact Fund II GG, LLC, SOLA**
17 **Rentals, Inc., Sola Management, LLC, SOLA Impact Rental Company, Inc., Martin Muoto)**

18 122. Plaintiffs re-allege and incorporate by reference each of the allegations of the Complaint.

19 123. Plaintiffs have held a leasehold interest and have been tenants of the Property while
20 Defendants have owned and/or managed it.

21 124. California Civil Code section 1927 provides that, in a leasehold arrangement, the lessor is
22 bound to secure the quiet possession of the property for the lessee during the term of the lease.

23 125. California Civil Code section 1940.2(a)(3) prohibits landlords from using, or threatening
24 to use, force, making willful threats, or behaving menacingly in a way that interferes with a tenant's quiet
25 enjoyment of the premises and that would create an apprehension of harm in a reasonable person.

26 126. At all times relevant herein, Defendants engaged in a pattern of unlawful, menacing, and
27 harassing conduct. This conduct consists of acts and omissions including, but not limited to, Defendants'
28 inaction to rid the Property of insects, rats, and other pests that infest the Property; refusing to make repairs

1 at the Property; and SOLA LP and its agents' and employees' harassing conduct and high-pressure cash-
2 for-keys offers. This conduct would create an apprehension of harm in a reasonable person.

3 127. Defendants have a duty to abide by the statutory and implied covenants of quiet enjoyment.
4 Defendants breached this duty and the implied covenant by their conduct. This egregious conduct included
5 negligently failing to repair unsafe, unsanitary, and uninhabitable conditions at the premises; failing to
6 provide adequate trash facilities; and failing to maintain the premises in a habitable condition.

7 128. Defendants knew, or reasonably should have known, that Plaintiffs would suffer damage
8 as a result of this breach. Defendants were notified of the uninhabitable conditions by Plaintiffs and
9 government agencies, including HCIDLA and DPH.

10 129. Unless Defendants are restrained by order of this Court, it will be necessary for Plaintiffs
11 to commence many successive actions against Defendants to secure compensation for damages sustained,
12 thus requiring a multiplicity of suits while Plaintiffs are threatened daily by the aforementioned conditions.

13 130. Unless Defendants are enjoined from continuing their course of conduct, Plaintiffs will
14 suffer irreparable injury in that Plaintiffs will be deprived of the comfortable enjoyment of their home,
15 and their health will be irreparably harmed, as detailed above.

16 131. Plaintiffs have no plain, speedy, or adequate remedy at law, and injunctive relief is
17 expressly authorized by sections 526 and 731 of the California Code of Civil Procedure.

18 132. As a direct and proximate result of Defendants' breach of the covenant of quiet enjoyment,
19 the value of each leasehold held by each Plaintiff has been diminished. Consequently, each Plaintiff was
20 damaged in an amount equal to rental payments due and paid during each Plaintiff's leasehold or in an
21 amount to be proven at trial. Additionally, Plaintiffs are entitled to statutory damages of \$2,000 for each
22 violation pursuant to California Civil Code section 1940.2(b).

23 133. In addition, as a direct and proximate result of Defendants' conduct and the conditions
24 outlined above, Plaintiffs have suffered damages related to illness, physical injury, mental stress,
25 emotional stress, discomfort, annoyance, feelings of anxiety, fear, shame, disgust, loss in value of their
26 leasehold, and property damage, in an amount to be determined according to proof, but which amount is
27 within the jurisdictional requirements of this Court.

28

1 **SEVENTH CAUSE OF ACTION**

2 **(Nuisance By All Plaintiffs Against All Defendants for Property Damage)**

3 134. Plaintiffs re-allege and incorporate by reference each of the allegations of the Complaint.

4 135. Plaintiffs have held a leasehold interest and have been tenants of the Property while
5 Defendants have owned and/or managed it.

6 136. The conditions of the Building as described herein constitute a nuisance within, but not
7 limited to, the meaning of Civil Code section 3479 *et seq.* in that these defective conditions are injurious
8 to the health and safety of each Plaintiff, and substantially interfere with each Plaintiff's comfortable
9 enjoyment of life at the Property.

10 137. Despite being required by law to abate the nuisance, Defendants failed and continue to fail
11 to correct conditions rendering the Property a nuisance. For example, in addition to the conditions
12 described above, Defendants knowingly failed and continue to fail to address, among other things, the
13 pervasive cockroach and rodent infestation as well as leaks and water damage that may be destabilizing
14 walls and ceilings in Plaintiffs' homes, thereby permitting the nuisances to exist.

15 138. Defendants knew, or reasonably should have known, that Plaintiffs would be injured as a
16 result of their failures to abate the nuisance conditions.

17 139. As a direct and proximate result of Defendants' failure to abate the nuisance, each Plaintiff
18 was deprived of the free use and enjoyment of the Property. The value of the leasehold held by each
19 Plaintiff was diminished. Consequently, each Plaintiff was damaged in an amount equal to the rental
20 payments due and paid during each Plaintiff's leasehold or in an amount to be proven at trial.

21 140. As a direct and proximate result of Defendants' failure to abate the nuisance, each Plaintiff
22 has suffered and/or continues to suffer property damage, in an amount to be determined according to
23 proof, but which amount is within the jurisdictional requirements of this Court.

24 141. Defendants are liable to compensate Plaintiffs for these injuries.

25 142. Unless Defendants are restrained by order of this Court, it will be necessary for Plaintiffs
26 to commence many successive actions against Defendants to secure compensation for damage sustained,
27 thus requiring a multiplicity of suits while Plaintiffs are threatened daily by the aforementioned conditions.

28 143. Unless Defendants are enjoined from continuing their course of conduct, Plaintiffs will

1 suffer irreparable injury in that Plaintiffs will continue to be deprived of comfortable enjoyment of their
2 leaseholds and the Property.

3 144. Plaintiffs have no plain, speedy, or adequate remedy at law, and injunctive relief is
4 expressly authorized by sections 526 and 731 of the California Code of Civil Procedure.

5 145. As described above, Defendants' failure to abate the nuisance is and was the result of
6 practices and policies that prevented the allocation of resources necessary to maintain the Property in
7 habitable condition, solely in an effort to maximize profits at Plaintiffs' expense.

8 146. Defendants' failure to abate the nuisance has been willful, malicious, and oppressive,
9 amounting to despicable conduct that subjected Plaintiffs to cruel and unjust hardship in conscious
10 disregard of their rights, so as to entitle Plaintiffs to an award of punitive and exemplary damages.
11 Plaintiffs are entitled to punitive and exemplary damages against Defendants in an amount sufficient to
12 punish them and deter them and others from engaging in similar conduct, as determined at trial.

13 147. Plaintiffs are also entitled to recover their reasonable attorneys' fees incurred in bringing
14 and litigating this matter and costs of the suit herein.

15 **EIGHTH CAUSE OF ACTION**

16 **(Nuisance for Personal Injuries By Plaintiffs Jason Orellana, Belynda Orellana, Uriel Garcia,**
17 **Juan Franciso Garcia, Jr., Luzelena Garcia, Oziel Garcia, Evelyn Garcia Against Defendants**
18 **Sylvester Malone and Dorothy Malone)**

19 **(Nuisance for Personal Injuries By All Plaintiffs Against Defendants SOLA Impact Fund II, LP,**
20 **Sola Impact Fund II GG, LLC, SOLA Rentals, Inc., Sola Management, LLC, SOLA Impact**
21 **Rental Company, Inc., Martin Muoto)**

22 148. Plaintiffs re-allege and incorporate by reference each of the allegations of the complaint.

23 149. Plaintiffs have held a leasehold interest and have been tenants of the Property while
24 Defendants have owned and/or managed it.

25 150. The conditions of the Building as described herein constitute a nuisance within, but not
26 limited to, the meaning of Civil Code section 3479 *et seq.* in that these defective conditions are injurious
27 to the health and safety of each Plaintiff, and substantially interfere with each Plaintiff's comfortable
28 enjoyment of life at the Property.

1 151. Despite being required by law to abate the nuisance, Defendants failed and continue to fail
2 to correct conditions rendering the Property a nuisance. For example, in addition to the conditions
3 described above, Defendants knowingly failed and continue to fail to address, among other things, the
4 pervasive cockroach and rodent infestation as well as leaks and water damage that may be destabilizing
5 walls and ceilings in Plaintiffs' homes, thereby permitting the nuisances to exist.

6 152. Defendants knew, or reasonably should have known, that Plaintiffs would be injured as a
7 result of their failures to abate the nuisance conditions.

8 153. As a direct and proximate result of Defendants' failure to abate the nuisance, each Plaintiff
9 was deprived of the free use and enjoyment of the Property. The value of the leasehold held by each
10 Plaintiff was diminished. Consequently, each Plaintiff was damaged in an amount equal to the rental
11 payments due and paid during each Plaintiff's leasehold or in an amount to be proven at trial.

12 154. As a direct and proximate result of Defendants' failure to abate the nuisance, each Plaintiff
13 has suffered and/or continues to suffer physical injury, illness, mental stress, emotional distress, shame,
14 feelings of anxiety, sadness, helplessness, frustration, discomfort, annoyance, and fear, in an amount to be
15 determined according to proof, but which amount is within the jurisdictional requirements of this Court.

16 155. Defendants are liable to compensate Plaintiffs for these injuries.

17 156. Unless Defendants are restrained by order of this Court, it will be necessary for Plaintiffs
18 to commence many successive actions against Defendants to secure compensation for damage sustained,
19 thus requiring a multiplicity of suits while Plaintiffs are threatened daily by the aforementioned conditions.

20 157. Unless Defendants are enjoined from continuing their course of conduct, Plaintiffs will
21 suffer irreparable injury in that Plaintiffs will continue to be deprived of comfortable enjoyment of their
22 leaseholds and the Property, and their health will be irreparably harmed, as fully detailed herein.

23 158. Plaintiffs have no plain, speedy, or adequate remedy at law, and injunctive relief is
24 expressly authorized by sections 526 and 731 of the California Code of Civil Procedure.

25 159. As described above, Defendants' failure to abate the nuisance is and was the result of
26 practices and policies that prevented the allocation of resources necessary to maintain the Property in
27 habitable condition, solely in an effort to maximize profits at Plaintiffs' expense.

28 160. Defendants' failure to abate the nuisance has been willful, malicious, and oppressive,

1 amounting to despicable conduct that subjected Plaintiffs to cruel and unjust hardship in conscious
2 disregard of their rights, so as to entitle Plaintiffs to an award of punitive and exemplary damages.
3 Plaintiffs are entitled to punitive and exemplary damages against Defendants in an amount sufficient to
4 punish them and deter them and others from engaging in similar conduct, as determined at trial.

5 161. Plaintiffs are also entitled to recover their reasonable attorneys' fees incurred in bringing
6 and litigating this matter and costs of the suit herein.

7 **NINTH CAUSE OF ACTION**

8 **(Collection of Rent on Substandard Dwelling –**

9 **California Code of Civil Procedure Section 1942.4 By All Plaintiffs Against All Defendants)**

10 162. Plaintiffs re-allege and incorporate by reference each of the allegations of the Complaint.

11 163. During their residence in the Property, each Plaintiff was in a landlord-tenant relationship
12 with Defendants, paying rent and occupying the premises, pursuant to a valid rental agreement.

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

20 165. The Property substantially lacks, and at all times relevant to this action, for the period of
21 time April 24, 2018 to the present, substantially lacked, the following standard characteristics, without
22 limitation, necessary for habitation in a dwelling as delineated in Civil Code section 1941.1: effective
23 waterproofing and weather protection of roof and exterior walls; plumbing and electrical equipment
24 maintained in good working order; building kept in every part clean, sanitary, and free from all
25 accumulations of debris, filth, rubbish, rodents and vermin; and walls and floors maintained in good repair.

26 166. Similarly, the Property substantially lacks, and, at all times relevant to this action,
27 substantially lacked, the standard characteristics necessary for habitation in a dwelling as delineated in
28 Health and Safety Code section 17920.3.

1 167. HCIDLA and DPH inspectors, who are public employees responsible for enforcing
2 housing and health laws in Los Angeles, have inspected the Property. They have notified the Defendants
3 in writing of their duty to correct the substandard conditions at the Property by issuing citations to
4 Defendants.

5 168. The substandard conditions existed and were not abated 35 days beyond the date of service
6 of the notices of citations. Defendants do not have good cause for the delay in correcting the cited
7 violations.

8 169. The substandard conditions stated in the citations were not caused by any act or omission
9 of Plaintiffs. Defendants, therefore, are in violation of Civil Code section 1942.4.

10 170. As a direct and proximate result of Defendants' conduct and the conditions outlined above,
11 each Plaintiff has suffered and/or continues to suffer physical injury, illness, mental stress, emotional
12 distress, shame, feelings of anxiety, sadness, helplessness, frustration, discomfort, annoyance, fear, loss
13 in the value of his or her leasehold, property damage, and other economic damage in an amount to be
14 determined according to proof, but which amount is within the jurisdictional requirements of this Court.

15 171. Additionally, each Plaintiff has been damaged by Defendants' conduct in an amount equal
16 to rents due and paid by each Plaintiff during the life of each Plaintiff's tenancy, or in an amount to be
17 proven at trial.

18 172. Each Plaintiff is entitled to actual damages sustained and to special damages of not less
19 than \$100.00, and not more than \$5,000.00. Each Plaintiff is also entitled to reasonable attorneys' fees
20 and costs, as determined at trial.

21 **TENTH CAUSE OF ACTION**

22 **(Invasion of Privacy By Plaintiffs Jason Orellana, Belynda Orellana, Uriel Garcia, Juan Franciso**
23 **Garcia, Jr., Luzelena Garcia, Oziel Garcia, Evelyn Garcia Against Defendants Sylvester Malone**
24 **and Dorothy Malone)**

25 **(Invasion of Privacy By All Plaintiffs Against Defendants SOLA Impact Fund II, LP, Sola Impact**
26 **Fund II GG, LLC, SOLA Rentals, Inc., Sola Management, LLC, SOLA Impact Rental Company,**
27 **Inc., Martin Muoto)**

28 173. Plaintiffs re-allege and incorporate by reference each of the allegations of the Complaint.

1 174. Defendants and their agents have invaded and continue to invade Plaintiffs' privacy by
2 entering Plaintiffs' units without knocking, failing to provide adequate legal notice of entry, and/or failing
3 to obtain Plaintiffs' consent to enter their units.

4 175. Civil Code section 1954 requires that a landlord give a tenant reasonable, written notice of
5 intent to enter, and that such entry occur only during normal business hours unless there is an emergency.

6 176. In order to constitute an actionable invasion of privacy, the invasion must be "highly
7 offensive" to a reasonable person and "'sufficiently serious' and unwarranted as to constitute an 'egregious
8 breach of the social norms'." *Hernandez, et al. v. Hillsides, Inc., et al.* (2009) 47 Cal. 4th 272, 295, *citing*
9 *Shulman v. Group W Productions, Inc.* (1998) 18 Cal. 4th 200, 231 and *Hill v. National Collegiate Athletic*
10 *Assn.* (1994) 7 Cal. 4th 1, 37.

11 177. Plaintiffs have a reasonable expectation of privacy in their homes. Plaintiffs use their
12 apartments as their primary residences and, accordingly, store personal information and belongings there.
13 Entering Plaintiffs' units without obtaining consent or providing adequate legal notice prevents Plaintiffs
14 from feeling safe and secure in the only homes they know.

15 178. Defendants have inserted themselves between Plaintiffs and their homes, thereby intruding
16 into Plaintiffs' privacy and their private affairs.

17 179. Further, by entering Plaintiffs' units without notice, Defendants have violated Civil Code
18 section 1954.

19 180. As a direct and proximate result of Defendants' intrusion into Plaintiffs' private affairs,
20 each Plaintiff has suffered and/or continues to suffer injuries, including, but not limited to: mental stress;
21 emotional distress; discomfort; annoyance; feelings of anxiety; and loss of benefits. As a result, each
22 Plaintiff has been damaged in an amount to be proven at trial, but which amount is within the jurisdictional
23 requirements of this Court.

24 181. Defendants' conduct in invading Plaintiffs' privacy has been grossly reckless and
25 oppressive, thereby entitling each Plaintiff to punitive damages, in an amount to be determined at trial.
26 Unless Defendants are enjoined from continuing their course of conduct, Plaintiffs will continue to suffer
27 irreparable injury as their privacy is invaded.

28 182. Plaintiffs have no plain, speedy, or adequate remedy at law; therefore, injunctive relief is

1 expressly authorized by section 526 of the Code of Civil Procedure.

2 **ELEVENTH CAUSE OF ACTION**

3 **(Constructive Eviction, Willful Interruption of Services—Violation of California Civil Code**
4 **§789.3 By Plaintiffs Jason Orellana, Belynda Orellana, Uriel Garcia, Juan Franciso Garcia, Jr.,**
5 **Luzelena Garcia, Oziel Garcia, Evelyn Garcia Against Defendants Sylvester Malone and Dorothy**
6 **Malone)**

7 **(Constructive Eviction, Willful Interruption of Services—Violation of California Civil Code**
8 **§789.3 By All Plaintiffs Against Defendants SOLA Impact Fund II, LP, Sola Impact Fund II GG,**
9 **LLC, SOLA Rentals, Inc., Sola Management, LLC, SOLA Impact Rental Company, Inc., Martin**
10 **Muoto)**

11 183. Plaintiffs re-allege and incorporate by reference the allegations set forth in the Complaint.

12 184. Defendants were and are the owners and landlords of the Property and/or the agents of the
13 owners and landlords of the Property acting with authority to manage and control the Property. Plaintiffs
14 were and are in landlord-tenant relationships with Defendants pursuant to valid rental agreements.

15 185. California Civil Code section 789.3 prohibits a landlord from willfully causing the
16 interruption of utility services furnished to Plaintiffs, including, but not limited to, water, heat, light,
17 electricity, gas, telephone, or refrigeration, whether or not the utility service is under the control of the
18 landlord, with the intent to terminate occupancy.

19 186. Defendants have, at all times relevant to this action, willfully caused the interruption of
20 utility services furnished to Plaintiffs, including, but not limited to, electric, heat, and water utility services.

21 187. As a direct and proximate result of Defendants' conduct and the conditions outlined above,
22 each Plaintiff has suffered and/or continues to suffer illness, mental stress, emotional distress, shame,
23 feelings of anxiety, sadness, helplessness, frustration, discomfort, annoyance, fear, and property damage,
24 in an amount to be determined according to proof at trial.

25 188. Each Plaintiff is entitled to actual damages sustained and to special damages of not less
26 than \$250.00 per violation, and not more than \$100.00 for each day of each violation. Each Plaintiff is
27 also entitled to reasonable attorneys' fees and costs.

28 189. Plaintiffs are also entitled to injunctive relief to prevent continuing or further interruption

1 of the basic utility services identified in Civil Code section 789.3.

2 **TWELFTH CAUSE OF ACTION**

3 **(Retaliation – Violation of California Civil Code §1942.5 By Plaintiffs Jason Orellana, Belynda**
4 **Orellana, Uriel Garcia, Juan Franciso Garcia, Jr., Luzelena Garcia, Oziel Garcia, Evelyn Garcia**
5 **Against Defendants Sylvester Malone and Dorothy Malone)**

6 **(Retaliation – Violation of California Civil Code §1942.5 By All Plaintiffs Against Defendants**
7 **SOLA Impact Fund II, LP, Sola Impact Fund II GG, LLC, SOLA Rentals, Inc., Sola**
8 **Management, LLC, SOLA Impact Rental Company, Inc., Martin Muoto)**

9 190. Plaintiffs re-allege and incorporate by reference each of the allegations of the Complaint.

10 191. Defendants were and are the owners and landlords of the Property acting with authority to
11 manage and control the Property. Plaintiffs were and are in landlord-tenant relationships with Defendants
12 pursuant to valid lease agreements. Plaintiffs have held leasehold interests and have been tenants of the
13 Property at all relevant times while Defendants have owned and/or managed it.

14 192. Plaintiffs are informed and believe that Defendants violated Civil Code section 1942.5(a)
15 by retaliating within 180 days of various events, including, but not limited to, Plaintiffs' complaints to
16 HCIDLA and DPH and their multiple requests for repairs and return of lost or diminished services made
17 to Defendants and their agents.

18 193. Defendants retaliated against Plaintiffs by eliminating or reducing services at the Property,
19 refusing to remedy conditions rendering Plaintiffs' units uninhabitable, and attempting to constructively
20 evict Plaintiffs. SOLA LP and its agents and employees also retaliated against Plaintiffs by failing to
21 perform repairs and maintenance after Plaintiffs' did not accept its cash-for-keys offers and by engaging
22 in other harassing conduct.

23 194. As a direct and proximate result of Defendants' retaliatory conduct, each Plaintiff has
24 suffered and/or continues to suffer illness, mental stress, emotional distress, shame, feelings of anxiety,
25 sadness, helplessness, frustration, discomfort, annoyance, fear, and property damage, in an amount to be
26 determined according to proof at trial.

27 195. Each Plaintiff is entitled to actual damages, punitive damages in an amount of not less than
28 \$100, but no more than \$2,000 for each retaliatory act where Defendants been guilty of fraud, oppression,

1 or malice with respect to that act, and reasonable attorney's fees.

2 **THIRTEENTH CAUSE OF ACTION**

3 **(Intentional Infliction of Emotional Distress By Plaintiffs Jason Orellana, Belynda Orellana, Uriel**
4 **Garcia, Juan Franciso Garcia, Jr., Luzelena Garcia, Oziel Garcia, Evelyn Garcia Against**
5 **Defendants Sylvester Malone and Dorothy Malone)**

6 **(Intentional Infliction of Emotional Distress By All Plaintiffs Against Defendants SOLA Impact**
7 **Fund II, LP, Sola Impact Fund II GG, LLC, SOLA Rentals, Inc., Sola Management, LLC, SOLA**
8 **Impact Rental Company, Inc., Martin Muoto)**

9 196. Plaintiffs re-allege and incorporate by reference each of the allegations of the Complaint.

10 197. During their residence in the Building, each Plaintiff was in a landlord-tenant relationship
11 with Defendants, paying rent and occupying the premises, pursuant to a valid lease agreement.

12 198. Defendants' conduct was outrageous in the extreme. As landlords and managers of the
13 Property, Defendants and/or their agents were in a position of authority which they consistently abused,
14 by, among other things: knowingly failing and refusing to abate a dangerous and unhealthy nuisance;
15 maintaining the Property in an unsafe and unhealthy condition; blatantly ignoring government orders to
16 comply with building, health, and safety codes, ordinances, and other applicable laws, all the while
17 knowing that the conditions at the Property were causing sickness, injury, and emotional distress to
18 Plaintiffs. Defendants and their agents abused their position as landlords of low-income housing in an
19 atrocious manner by refusing to make the Property safe and habitable, all while collecting rent from these
20 low-income tenants. SOLA LP and its agents and employees also engaged in harassing conduct that caused
21 Plaintiffs severe emotional distress.

22 199. Defendants and their agents knew that Plaintiffs were particularly vulnerable to the
23 conditions in the Building. Defendants and their agents knew that Plaintiffs were low-income tenants with
24 limited resources, tenants for whom locating comparably-priced rental housing was extremely difficult.
25 Defendants knew that Plaintiffs' interest in holding on to low-income housing in Los Angeles' overly
26 competitive rental market was great, and that interest would cause Plaintiffs to continue their tenancies in
27 the Building despite its uninhabitable state. Second, Defendants knew that many Plaintiffs were
28 monolingual Spanish speakers, and so would have difficulty accessing city and county resources to make

1 the Property's conditions known to the proper authorities. Defendants also knew that as low-income
2 tenants, Plaintiffs would have great difficulty finding affordable replacement housing if they were evicted
3 and were at significant risk of falling into homelessness.

4 200. Defendants failed to exercise their duty of care and displayed reckless disregard for the
5 consequences of their conduct against Plaintiffs. Defendants have known of the Property's dilapidated
6 state and have failed to seriously address the Building's deplorable conditions and long-term pest and
7 rodent infestation or otherwise maintain the Building.

8 201. Defendants were aware that children lived in the Building. They knew that these children
9 would be exposed to cockroaches, rats, bedbugs, and mold. They knew that the Building had unsecured
10 windows and a malfunctioning gate, putting the tenants and their children at risk.

11 202. Defendants knew, or reasonably should have known, that their conduct would result in
12 Plaintiffs suffering severe and extreme emotional distress. Defendants knew that Plaintiffs were
13 particularly susceptible to injury through mental distress by virtue of the dilapidated condition of the
14 Property and pervasive infestation of cockroaches and rodents.

15 203. As a direct and proximate result of Defendants' conduct, and that of their agents, each
16 Plaintiff has suffered and/or continues to suffer severe emotional distress, including extreme mental stress,
17 illness, physical injury, feelings of anxiety, sadness, anger, fearfulness, worry, disgust, and shame, all to
18 each Plaintiff's damage in an amount to be determined at trial, but which amount is within the
19 jurisdictional requirements of this Court.

20 204. By the aforesaid acts and omissions of Defendants, and each of them, Plaintiffs have been
21 directly and legally caused to suffer damages as alleged herein. Defendants, and each of them, are liable
22 to compensate Plaintiffs for these damages.

23 205. Defendants' actions were malicious and oppressive. Defendants imposed cruel and unjust
24 hardship onto Plaintiffs by such actions in conscious disregard of Plaintiff's rights and safety. Plaintiffs
25 are entitled to punitive and exemplary damages against Defendants in an amount sufficient to punish them
26 and deter them and others from engaging in similar conduct, as determined at trial.

27 ////

28 ////

1 **FOURTEENTH CAUSE OF ACTION**

2 **(Negligent Infliction of Emotional Distress By Plaintiffs Jason Orellana, Belynda Orellana, Uriel**
3 **Garcia, Juan Franciso Garcia, Jr., Luzelena Garcia, Oziel Garcia, Evelyn Garcia Against**
4 **Defendants Sylvester Malone and Dorothy Malone)**

5 **(Negligent Infliction of Emotional Distress By All Plaintiffs Against Defendants SOLA Impact**
6 **Fund II, LP, Sola Impact Fund II GG, LLC, SOLA Rentals, Inc., Sola Management, LLC, SOLA**
7 **Impact Rental Company, Inc., Martin Muoto)**

8 206. Plaintiffs re-allege and incorporate by reference each of the allegations of the Complaint.

9 207. During their residence at the Property, each Plaintiff was in a landlord-tenant relationship
10 with Defendants, paying rent and occupying the premises, pursuant to a valid lease agreement.

11 208. As owners and managers of the Property intended for the occupation of human beings,
12 Defendants owed a duty to Plaintiffs to ensure that the Building was in a condition fit for human
13 occupation, repair all subsequent dilapidations, and to rid the Property of health and safety concerns which
14 rendered it untenable.

15 209. Defendants breached this duty by failing to keep the Property in a condition fit for human
16 occupancy and by failing to repair all subsequent dilapidations thereof.

17 210. As landlords and managers of the Property, Defendants and/or their agents were in a
18 position of authority which they consistently abused, by, among other things: knowingly failing and
19 refusing to abate a dangerous and unhealthy nuisance; maintaining the Property in an unsafe and unhealthy
20 condition; blatantly ignoring government orders to comply with building, health, and safety codes,
21 ordinances, and other applicable laws, all the while knowing that the conditions at the Property were
22 causing sickness, injury, and emotional distress to Plaintiffs. Defendants and their agents abused their
23 position as landlords of low-income housing in an atrocious manner by refusing to make the Property safe
24 and habitable, all while collecting rent from these low-income tenants. SOLA LP and its agents and
25 employees also engaged in harassing conduct that caused Plaintiffs severe emotional distress.

26 211. Defendants and their agents knew that Plaintiffs were particularly vulnerable to the
27 conditions in the Building. Defendants and their agents knew that Plaintiffs were low-income tenants with
28 limited resources, tenants for whom locating comparably-priced rental housing was extremely difficult.

1 Defendants knew that Plaintiffs' interest in holding on to low-income housing in Los Angeles' overly
2 competitive rental market was great, and that interest would cause Plaintiffs to continue their tenancies in
3 the Building despite its uninhabitable state. Second, Defendants knew that many Plaintiffs were
4 monolingual Spanish speakers, and so would have difficulty accessing city and county resources to make
5 the Property's conditions known to the proper authorities. Defendants also knew that as low-income
6 tenants, Plaintiffs would have great difficulty finding affordable replacement housing if they were evicted
7 and were at significant risk of falling into homelessness.

8 212. Defendants failed to exercise their duty of care and displayed reckless disregard for the
9 consequences of their conduct against Plaintiffs. Defendants have known of the Property's dilapidated
10 state and have failed to seriously address the Building's deplorable conditions and long-term pest and
11 rodent infestation or otherwise maintain the Building.

12 213. Defendants knew, or reasonably should have known, that their conduct would result in
13 Plaintiffs suffering severe and extreme emotional distress. Defendants knew that Plaintiffs were
14 particularly susceptible to injury through mental distress by virtue of the dilapidated condition of the
15 Property and pervasive infestation of cockroaches and rodents.

16 214. As a direct and proximate result of Defendants' conduct, and that of their agents, each
17 Plaintiff has suffered and/or continues to suffer severe emotional distress, including extreme mental stress,
18 illness, physical injury, feelings of anxiety, sadness, anger, fearfulness, worry, disgust, and shame, all to
19 each Plaintiff's damage in an amount to be determined at trial, but which amount is within the
20 jurisdictional requirements of this Court.

21 215. By the aforesaid acts and omissions of Defendants, Plaintiffs have been directly and legally
22 caused to suffer damages as alleged herein. Defendants are liable to compensate Plaintiffs for these
23 damages.

24 216. Defendants' actions were malicious and oppressive. Defendants imposed cruel and unjust
25 hardship onto Plaintiffs by such actions in conscious disregard of Plaintiff's rights and safety. Plaintiffs
26 are entitled to punitive and exemplary damages against Defendants in an amount sufficient to punish them
27 and deter them and others from engaging in similar conduct, as determined at trial.

28

1 **FIFTEENTH CAUSE OF ACTION**

2 **(Violation of Tenant Anti-Harassment Ordinance - LAMC § 45.30 *et seq.* - By All Plaintiffs**
3 **Against Defendants SOLA Impact Fund II, LP, Sola Impact Fund II GG, LLC, SOLA Rentals,**
4 **Inc., Sola Management, LLC, SOLA Impact Rental Company, Inc., Martin Muoto)**

5 217. Plaintiffs re-allege and incorporate by reference every allegation of the Complaint as if
6 fully set forth in this paragraph.

7 218. During their residence at the Property, each Plaintiff was in a landlord-tenant relationship
8 with Defendants SOLA Impact Fund II, LP, Sola Impact Fund II GG, LLC, SOLA Rentals, Inc., Sola
9 Management, LLC, SOLA Impact Rental Company, Inc., Martin Muoto (the “SOLA Defendants”),
10 paying rent and occupying the premises, pursuant to a valid lease agreement.

11 219. The tenant anti-harassment provisions of Los Angeles Municipal Code (LAMC) section
12 45.33 prohibit a landlord from engaging in various acts of harassment that serve no lawful purpose and
13 cause tenants detriment and harm. These acts include, but are not limited to:

- 14 a. Reducing or eliminating housing services required by a lease, contract, or law
15 (45.33.1);
- 16 b. Failing to timely complete necessary repairs and maintenance, or failure to follow
17 industry standards to minimize exposure to building materials with potentially harmful
18 health impacts (45.33.2);
- 19 c. Threatening to or engaging in any act or omission which interferes with the tenant’s
20 1. right to use and enjoy the rental unit (45.33.8);
- 21 d. Engaging in other repeated acts or omissions that substantially interfere with a tenant’s
22 comfort or peace and are likely to or are intended to cause a tenant to surrender any
23 right with relation to a tenancy (45.33.16).

24 220. The SOLA Defendants and their agents and employees have harassed Plaintiffs by, among
25 other such conduct, violating LAMC section 45.33, including but not limited to subsections 1, 2, 8, and
26 16.

27 221. As a result of the SOLA Defendants’ conduct, each Plaintiff has suffered and/or continues
28 to suffer illness, physical injury, mental stress, emotional distress, loss in the value of his/her leasehold,

1 and property damage, in an amount to be determined according to proof at trial.

2 222. Plaintiffs are entitled to civil penalties of up \$10,000 per violation of LAMC 45.30 *et seq*
3 pursuant to LAMC section 45.35.B.

4 223. Plaintiffs are entitled to recover their reasonable attorneys' fees and cost incurred in
5 bringing and litigating this matter pursuant to LAMC section 45.35.B.

6 224. The SOLA Defendants' actions were malicious and oppressive. The SOLA Defendants
7 imposed cruel and unjust hardship onto Plaintiffs by such actions in conscious disregard of Plaintiff's
8 rights and safety. Plaintiffs are entitled to punitive and exemplary damages against the SOLA Defendants
9 in an amount sufficient to punish them and deter them and others from engaging in similar conduct, as
10 determined at trial.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs all pray for relief as follows:

13 **1. As to the First Cause of Action for Negligence:**

- 14 a. For general, special and property damages of an amount to be determined at trial,
15 according to proof;
- 16 b. Special damages for physical injuries, emotional distress, and property damage and
17 loss attributable to Defendants' negligence, including for rental payments due and
18 paid during each Plaintiff's leasehold, or in an amount to be proven at trial; and
- 19 c. Punitive damages in an amount to be proven at trial.

20 **2. As to the Second Cause of Action for Negligent Failure to Provide Habitable**
21 **Premises:**

- 22 a. For general and special damages of an amount to be determined at trial, according
23 to proof;
- 24 b. Special damages in an amount equal to rental payments due and paid during each
25 Plaintiff's leasehold, or in an amount to be proven at trial; and
- 26 c. Punitive damages in an amount to be proven at trial.

27 **3. As to the Third Cause of Action for Breach of Implied Warranty of Habitability:**

- 28 a. For general and special damages in an amount to be determined at trial, according

1 to proof; and

- 2 b. For special damages in an amount equal to rental payments due and paid during
3 each Plaintiffs' leasehold, or in an amount to be proven at trial.

4 **4. As to the Fourth Cause of Action for Premises Liability:**

- 5 a. For general and special damages in an amount to be determined at trial, according
6 to proof;
- 7 b. Special damages for physical injuries, emotional distress, and property damage and
8 loss, including for rental payments due and paid during each Plaintiff's leasehold,
9 or in an amount to be proven at trial; and
- 10 c. Exemplary and punitive damages in an amount to be proven at trial.

11 **5. As to the Fifth Cause of Action for Unfair Competition Law:**

- 12 a. In accordance with Business and Professions Code section 17203, for restitution
13 and the disgorgement of all earnings, profits, compensation, benefits, and other ill-
14 gotten gains obtained by Defendants in an amount to be determined at trial,
15 according to proof; and
- 16 b. Temporary, preliminary, and permanent injunctive relief, requiring Defendants be
17 enjoined from continuing their course of conduct and correct all existing code
18 violations and uninhabitable conditions, pursuant to Business and Professions Code
19 section 17203; and
- 20 c. Reasonable attorneys' fees, pursuant to California Code of Civil Procedure
21 section 1021.5, in an amount to be determined after trial.

22 **6. As to the Sixth Cause of Action for Breach of the Covenant of Quiet Enjoyment:**

- 23 a. For general and special damages in an amount to be determined at trial, according
24 to proof;
- 25 b. Temporary, preliminary, and permanent injunctive relief restraining and enjoining
26 Defendants, their managers, agents, officers, employees, and all other persons
27 acting on their behalf and at their direction, from violating any and all applicable
28 codes, ordinances, regulations and laws;

- c. An order requiring Defendants to correct all existing violations and uninhabitable conditions within 60 days;
- d. An order enjoining the transfer of ownership of the Property, unless the owner of possessor takes the Property subject to any and all order the Court may make with regard to the Property;
- e. Special damages of \$2,000.00 for each violation pursuant to Civil Code section 1940.2;
- f. Punitive damages in an amount to be proven at trial; and
- g. Reasonable attorneys' fees and costs, pursuant to Civil Code section 3304.

7. As to the Seventh Cause of Action for Nuisance for Property Damage:

- a. For general and special damages in an amount to be determined at trial, according to proof;
- b. Special damages for property damage and loss, including for rental payments due and paid during each Plaintiff's leasehold, or in an amount to be proven at trial;
- c. Punitive damages in an amount to be proven at trial; and
- d. Temporary, preliminary, and permanent injunctive relief, requiring Defendants to abate any and all nuisances at the Property, as defined in Civil Code section 1941.1, which significantly or materially affect the health or safety of the occupants of the Building and which are uncorrected.

8. As to the Eighth Cause of Action for Nuisance for Personal Injuries:

- a. For general and special damages in an amount to be determined at trial, according to proof;
- b. Special damages for medical and related expenses, in an amount to be proven at trial;
- c. Punitive damages in an amount to be proven at trial; and
- d. Temporary, preliminary, and permanent injunctive relief, requiring Defendants to abate any and all nuisances at the Property, as defined in Civil Code section 1941.1, which significantly or materially affect the health or safety of the occupants of the

1 Building and which are uncorrected.

2 **9. As to the Ninth Cause of Action for Collection of Rent on Substandard Building:**

- 3 a. For actual damages according to Civil Code section 1942.4(b)(1);
- 4 b. Retroactive rent abatement in an amount equal to rents due and paid by each
- 5 Plaintiff during the life of each Plaintiff's tenancy, according to proof;
- 6 c. Special damages, according to Civil Code section 1942.4 (b)(1), in an amount of at
- 7 least \$100, but no more than \$5,000 per Plaintiff; and
- 8 d. Reasonable attorney's fees and costs, pursuant to Civil Code section 1942.4(b)(2).

9 **10. As to the Tenth Cause of Action for Invasion of Privacy:**

- 10 a. For general and special damages in an amount to be determined at trial, according
- 11 to proof.

12 **11. As to the Eleventh Cause of Action for Constructive Eviction and Willful Interruption**

13 **of Services:**

- 14 a. For actual damages, according to Civil Code section 789.3(c)(1), in an amount to
- 15 be determined at trial;
- 16 b. Special damages in an amount to be determined at trial, but not less than \$250 for
- 17 each violation, pursuant to Civil Code section 789.3(c)(2); and
- 18 c. Reasonable attorneys' fees and costs, per Civil Code section 789.3(c)(3).

19 **12. As to the Twelfth Cause of Action for Retaliation:**

- 20 a. For general and special damages in an amount to be determined at trial, according
- 21 to proof;
- 22 b. Punitive damages in an amount of not less than \$100, but no more than \$2,000 for
- 23 each retaliatory act where Defendants have been guilty of fraud, oppression, or
- 24 malice with respect to that act per Civil Code 1942.5(h); and
- 25 c. Reasonable attorney's fees, per Civil Code section 1942.5(h).

26 **13. As to the Thirteenth Cause of Action for Intentional Infliction of Emotional**

27 **Distress:**

- 28 a. For general and special damages in an amount to be determined at trial, according

1 to proof; and

2 b. Punitive damages in an amount to be proven at trial.

3 **14. As to the Fourteenth Cause of Action for Negligent Infliction of Emotional Distress:**

4 a. For general and special damages in an amount to be determined at trial, according
5 to proof; and

6 b. Punitive damages in an amount to be proven at trial.

7 **15. As to the Fifteenth Cause of Action for Violation of Tenant Anti-Harassment**

8 **Ordinance:**

9 a. For general and special damages in an amount to be determined at trial according
10 to proof;

11 b. Civil penalty of up to \$10,000 for each violation pursuant to LAMC § 45.35.B;

12 c. Reasonable attorneys' fees and costs, pursuant to LAMC § 45.35.B; and

13 d. Punitive damages in an amount to be proven at trial.

14 **On All Causes of Action:**

15 1. For pre-judgment and post-judgment interest, pursuant to Civil Code sections 3288, 3289, and
16 3291;

17 2. Costs of suit incurred;

18 3. Reasonable attorneys' fees, where allowed by law; and

19 4. Such other relief as the Court may deem just and proper.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiffs demand a jury trial on all causes of action triable by jury.

22
23
24 DATED: February 2, 2024

Respectfully submitted,

INNER CITY LAW CENTER

25
26
27 By: Alexandra M. Irons

Alexandra Irons
Attorneys for Plaintiffs

1 I, the undersigned, hereby declare as follows:

2 I am a resident of the State of California, County of Los Angeles, am over the age of eighteen (18) years,
3 and am not a party to the within action. I am employed by Inner City Law Center and my business address
4 is 1309 E. Seventh Street, Los Angeles, California 90021.

5 On 2/7/2024, I served the following documents:

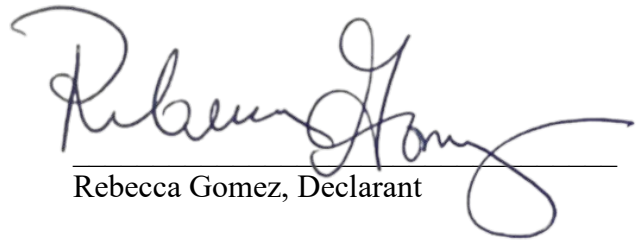
6 **FIRST AMENDED COMPLAINT**

7 on the interested parties in this action, by placing a true copy thereof, enclosed in a sealed envelope to be
8 delivered as listed below:

9 **SEE ATTACHED LIST**

10 **BY ELECTRONIC MAIL:** On this date, I personally transmitted the foregoing document(s) via
11 my electronic service address (rgomez@innercitylaw.org) to the e-mail address(es) of the person(s) on the
12 attached service list pursuant to CRC Emergency Rule 12 Procedures.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
14 correct. This declaration was executed on the date of February 7, 2024 at Los Angeles, California.

15 
16 Rebecca Gomez, Declarant

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SERVICE LIST

Milagro Paz Umazor, et al. v. Sylvester Malone, et al.
Los Angeles Superior Court Case No. 21STCV38616

<p>Traci S. Lagasse Artin Avetisove Courtney Ung Lagasse Branch Bell + Kinkead LLP 626 Wilshire Blvd., Suite 1000 Los Angeles, CA 90017 Telephone: (213)817-9152</p>	<p><i>Attorney for Defendants:</i></p> <p><i>Sylvester Malone</i> <i>Dorothy N. Malone</i></p> <p>tlagasse@lbbklaw.com aavetisove@lbbklaw.com cung@lbbklaw.com mchavez@lbbklaw.com lrodriguez@lbbklaw.com dye@lbbklaw.com</p>
<p>Thomas F. Vandenburg Alice Charkhchyan WOOD, SMITH, HENNING & BERMAN, LLP 505 N. Brand Blvd., Ste. 1100 Glendale, CA 91203 Telephone: (818)551-6013 Facsimile: (818)551-6050</p>	<p><i>Attorney for Defendants:</i></p> <p><i>SOLA Impact Fund II, LP</i> <i>SOLA Impact Fund II, GG, LLC</i> <i>SOLA Rentals, Inc.</i> <i>SOLA Management, LLC</i> <i>SOLA Impact Rental Company, Inc.</i> <i>Martin Muoto, individual and official capacity as owner and General Partner</i></p> <p>TVandenburg@wshblaw.com ACharkhchyan@wshblaw.com agaribay@wshblaw.com mrubio@wshblaw.com</p>
<p>Douglas L. Day, Esq. STRATMAN & WILLIAMS-ABREGO P.O. Box 258829 Oklahoma City, OK 73125-8829 Phone: (213) 615-2500</p>	<p><i>Attorney for Defendants:</i></p> <p><i>SOLA Impact Fund II, LP</i> <i>SOLA Rentals, Inc.</i></p> <p>la.legal@farmersinsurance.com</p>