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19
20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21 **FOR THE COUNTY OF LOS ANGELES**

22 BOOKER T. WASHINGTON, an individual;) CASE NO.: **24STCV32830**
23 KENNETH L. TYLER, an individual;)
24 WILLIAM SMITH, an individual; MELBA) Assigned to:
25 RODRIGUEZ, an individual; GEORGE) Dept.:
26 BLACK, JR., an individual; MORGAN K.)
27 LEE, an individual; JANET C. GREENWOOD,) UNLIMITED JURISDICTION
28 an individual; SUSAN A. ECKROTH, an)
individual; CALVIN GATISON, an individual;) **COMPLAINT FOR DAMAGES FOR:**
LARRY J. TIDWELL, an individual; PERRY)
FRIEDMAN, an individual; THOMAS J.) **1. NEGLIGENCE**
PIKES, III, an individual; CASSANDRA) **2. TORTIOUS BREACH OF**
MARSHALL, an individual; DARRYL LOVE,) **IMPLIED WARRANTY OF**
an individual; RAVEN AYRANA GENEVA) **HABITABILITY**
TOWNSEND, an individual; WINSTON) **3. BREACH OF THE COVENANT**
NESMITH, an individual; CAROLYN J.) **OF QUIET ENJOYMENT**

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County of Los Angeles
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1 MARSHALL, II, an individual; DERRICK L.)
2 WILSON, an individual; JUSTINE J.)
3 BURTON, an individual; DAVID ERICK)
4 HINES, an individual,)

5 Plaintiffs,)

6 vs.)

7 RENATO APARTMENTS, L.P., a California)
8 limited partnership; SINGLE ROOM)
9 OCCUPANCY HOUSING CORPORATION)
10 a/k/a SRO HOUSING CORPORATION, a)
11 California corporation; and DOES 1 to 100,)
12 INCLUSIVE,)

13 Defendants.)

4. NUISANCE
5. PREMISES LIABILITY
6. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
7. COLLECTION OF RENT ON UNTENANTABLE DWELLING
8. RETALIATION
9. VIOLATION OF CITY OF LOS ANGELES TENANT ANTI-HARASSMENT ORDINANCE (LOS ANGELES MUNICIPAL CODE § 45.30 *et seq.*)
10. VIOLATION OF UNFAIR COMPETITION LAW (CAL. BUS. & PROF. CODE § 17200 *et seq.*)
11. CONSTRUCTIVE EVICTION AND WILLFUL INTERRUPTION OF SERVICES
12. INVASION OF PRIVACY
13. VIOLATION OF ELDER ABUSE AND DEPENDENT ADULT CIVIL PROTECTION ACT (CAL. WELF. & INST. CODE § 15600 *et seq.*)

14 DEMAND FOR JURY TRIAL

15)
16)
17)
18)
19)
20)
21)
22)
23)
24 The above-captioned Plaintiffs, and each of them, allege upon personal knowledge with respect to
25 themselves and their own acts, and upon information and belief as to all other matters, as follows:

26 **INTRODUCTORY ALLEGATIONS**

- 27 1. This case concerns horrific and dangerous living conditions in a building located on Skid
28

1 Row that some of the most vulnerable people in Los Angeles call home. Plaintiffs reside in the building
2 because they meet two criteria for tenancy: chronic homelessness and serious mental illness.¹ Plaintiffs
3 also possess Section 8 vouchers because their income falls well below the poverty line. The nightmarish
4 conditions in the building arise from deliberate maladministration, extreme ineptitude, and blatant
5 indifference by the owners and property managers legally responsible for ensuring healthy and safe living
6 conditions for Plaintiffs.

7 2. Plaintiffs (“Plaintiffs” refers, collectively, to the individuals identified as plaintiff parties
8 herein) are 20 former and current tenants – each of whom are either elderly, mentally ill, or both – who
9 seek redress for the slum housing and dangerous conditions they have been forced to endure for years.
10 Plaintiffs live in a multi-unit residential building at 531 S. San Julian Street, Los Angeles, California
11 90013 (Assessor’s Parcel Number: 5001-018-030), commonly known as The Renato (the “Building” or
12 the “Property”).

13 3. The Building, which cost more than \$26,000,000 to construct, was praised as a safe haven
14 and beacon of hope in the Skid Row community. Renato Apartments, L.P. and Single Room Occupancy
15 Housing Corporation (collectively, “Defendants”) received nearly \$12,000,000 in public funds for the
16 Building’s construction, including \$9,500,000 from the City of Los Angeles. Former Mayor Antonio
17 Villaraigosa and other politicians attended the Building’s grand opening in 2010. At that time, it was
18 unimaginable that the heavily lauded affordable-rent building would deteriorate into deplorable living
19 conditions endangering Plaintiffs’ and other tenants’ health, safety, and lives.

20 4. Defendants, the owners and managers of the Building, represent on their website that they
21 are dedicated to “building a vibrant community for homeless and low-income individuals” and “*restoring*
22 *a sense of dignity, civility, and respect for a population that has been habitually ignored and forgotten.*”²
23 These and other grandiose (mis)representations stand in bleak contrast to the blatant disregard Defendants
24 have shown to Plaintiffs as well as many other precariously-housed residents of the Building. In reality,
25 Defendants have – among numerous other transgressions – *habitually ignored and forgotten* their

26 _____
27 ¹ The Building has 96 studio units. 58 units are reserved for chronically homeless persons with mental illness.
<https://www.srohousing.org/property-management.html>

28 ² <https://www.srohousing.org/about.html>

1 obligations as housing providers while simultaneously exploiting Plaintiffs’ vulnerabilities.

2 5. Throughout the years of Plaintiffs’ tenancies in the Building, Defendants have perpetuated
3 abysmal living conditions by, among countless other acts and omissions, refusing and failing to maintain
4 and secure the premises. Defendants’ conduct has resulted in numerous serious threats to Plaintiffs’ health
5 and safety. Some of the most pervasive conditions endangering Plaintiffs include, but are not limited to:
6 long-term bedbug and cockroach infestations; rats; spiders; rampant mold; persistent clogs in toilets and
7 sinks; inoperable smoke detectors; crumbling walls and ceilings; frequent leaks from walls and ceilings,
8 including raw sewage and waste water; broken heaters; unreliable hot water; holes in walls and floors;
9 broken windows; and broken doors and locks.

10 6. The common areas of the Building are filthy and dangerous. The hallways and stairwells
11 are littered with graffiti, drug paraphernalia, and urine and feces from both humans and animals. The
12 stench is almost unbearable. Trespassers easily enter the Building through unsecured entrances, sleep in
13 the stairwells, and commit criminal acts. Drug use is rampant in the common areas and drug overdoses
14 are not uncommon.

15 7. Although the Building is required to have (and is advertised by Defendants as having) a
16 24/7 security guard³ and a live-in manager, Defendants often fail to provide either one. As far back as
17 2015, a City inspector with the Housing Department noted a tenant’s request for 24-hour security at the
18 Building “due to [the] recent murder of [a] non-resident who was found in stairwell after visiting a
19 resident.” Since then, a number of people have perished in in the Building due to murders, drug overdoses,
20 and suicides, which Plaintiffs have witnessed and Defendants have ignored to the great peril of Plaintiffs.

21 8. The elevators break down frequently stranding disabled Plaintiffs either in their units or on
22 the ground floor. Some disabled Plaintiffs have been forced to sleep in the unsecured, roach-infested
23 community room for days while the elevators were broken. Those Plaintiffs are at the mercy of the many
24 trespassers who freely enter and roam the Building engaging in criminal acts. At other times, disabled
25 Plaintiffs have been stranded in their units for days unable to leave the Building, even to obtain food and
26 prescribed medication.

27 ³ From Defendant SROHC’s website: “We pursue our mission of community revitalization by providing **clean, safe, and**
28 **affordable housing. . . . Experienced and trained security staff monitor all [buildings] 24 hours a day, 7 days a week.”**
<https://www.srohousing.org/about.html>

1 since approximately February 2015 pursuant to a valid rental agreement.

2 15. Plaintiff Melba Rodriguez is an individual who has resided in Unit 209 of the Building
3 since approximately October 2010 pursuant to a valid rental agreement.

4 16. Plaintiff Morgan K. Lee is an individual who has resided in Unit 301 of the Building since
5 approximately May 2016 pursuant to a valid rental agreement.

6 17. Plaintiff Janet C. Greenwood is an individual who resided in Unit 302 of the Building from
7 approximately October 2018 until on or about November 10, 2023 pursuant to a valid rental agreement.

8 18. Plaintiff Susan A. Eckroth is an individual who has resided in Unit 316 of the Building
9 since approximately May 2014 pursuant to a valid rental agreement.

10 19. Plaintiff Booker T. Washington is an individual who has resided in Unit 318 of the Building
11 since approximately October 2010 pursuant to a valid rental agreement.

12 20. Plaintiff Calvin Gatison is an individual who resided in Unit 413 of the Building from
13 approximately February 2018 until on or about February 15, 2024 pursuant to a valid rental agreement.

14 21. Plaintiff Johnathan E. Jackson is an individual who has resided in Unit 413 of the Building
15 since approximately March 2024 pursuant to a valid rental agreement.

16 22. Plaintiff Darryl Love is an individual who resided in Unit 414 of the Building from
17 approximately January 2012 until on or about July 31, 2024 pursuant to a valid rental agreement.

18 23. Plaintiff Raven Ayrana Geneva Townsend is an individual who has resided in Unit 419 of
19 the Building since approximately August 2015 pursuant to a valid rental agreement.

20 24. Plaintiff Larry J. Tidwell is an individual who has resided in Unit 501 of the Building since
21 approximately October 2010 pursuant to a valid rental agreement.

22 25. Plaintiff Derrick L. Wilson is an individual who has resided in Unit 507 of the Building
23 since approximately November 2018 pursuant to a valid rental agreement.

24 26. Plaintiff David Erick Hines is an individual who has resided in Unit 512 of the Building
25 since approximately July 2015 pursuant to a valid rental agreement.

26 27. Plaintiff Winston Nesmith is an individual who has resided in Unit 514 since
27 approximately September 2013 pursuant to a valid rental agreement.

28 28. Plaintiff Justine J. Burton is an individual who has resided in Unit 515 of the Building since

1 approximately April 2013 pursuant to a valid rental agreement.

2 29. Plaintiff Perry Friedman is an individual who has resided in Unit 517 of the Building since
3 approximately December 2011 pursuant to a valid rental agreement.

4 30. Plaintiff Kenneth L. Tyler is an individual who has resided in Unit 607 of the Building
5 since approximately February 2013 pursuant to a valid rental agreement.

6 31. Plaintiff William Smith is an individual who has resided in Unit 614 of the Building since
7 approximately September 2014 pursuant to a valid rental agreement.

8 32. Plaintiff Thomas J. Pikes, III is an individual who has resided in Unit 617 of the Building
9 since approximately March 2013 pursuant to a valid rental agreement.

10 33. Plaintiff Cassandra Marshall is an individual who has resided in Unit 612 of the Building
11 since approximately January 2015 pursuant to a valid rental agreement.

12 34. Plaintiff Carolyn J. Marshall, II is an individual who has resided in Unit 622 of the Building
13 since approximately April 2018 pursuant to a valid rental agreement.

14 **Defendants and Their Respective Interests in the Property**

15 35. On information and belief, Defendant Renato Apartments, L.P. (“Defendant Renato
16 Apartments”) is a California limited partnership registered and licensed to do business, and doing
17 business, in California since August 4, 2008. Defendant Renato Apartments’ principal place of business
18 is in Los Angeles, California. Plaintiffs further allege, on information and belief, that Defendant Renato
19 Apartments has held title to the Building and has had an ownership interest in the Building since its
20 construction in or about 2010. On information and belief, Defendant Renato Apartments has been and
21 continues to be an owner and manager of the Building, exercises real or apparent authority regarding it,
22 and was and is therefore responsible for maintaining the Building in a lawful and habitable condition, but
23 has failed and/or refused to do so.

24 36. On information and belief, Defendant Single Room Occupancy Housing Corporation, also
25 known as SRO Housing Corporation (“Defendant SRO Housing Corporation”), is a California corporation
26 registered and licensed to do business, and doing business, in California since February 14, 1984. Plaintiffs
27 allege, on information and belief, that Defendant SRO Housing Corporation’s principal place of business
28 is in Los Angeles, California, and its Chief Executive Officer, Secretary, and Chief Financial Officer are

1 Anita U. Nelson, Kathy Norris, and Lily Yee, respectively. Plaintiffs further allege, on information and
2 belief, that Anita U. Nelson and Defendant SRO Housing Corporation are general partners of Defendant
3 Renato Apartments.

4 37. On information and belief, Defendant SRO Housing Corporation owned, controlled,
5 managed, exercised complete dominance over, and was and is the alter ego of Defendant Renato
6 Apartments. Plaintiffs further allege, on information and belief, that Defendant SRO Housing Corporation
7 has held an ownership or other pecuniary interest in the Building since its construction in or about 2010,
8 was and is responsible for managing the Building, exercises real or apparent authority regarding the
9 Building by virtue of its control of and pecuniary interest in the Building's current entity-owner,
10 Defendant Renato Apartments, and was and is therefore responsible for maintaining the Building in a
11 lawful and habitable condition, but has failed and/or refused to do so.

12 38. Wherever reference is made in this Complaint to any act or failure to act by either
13 Defendant Renato Apartments or Defendant SRO Housing Corporation, it shall also be deemed to mean
14 the acts and failures to act of each of Defendant, whether acting individually, or jointly and severally.
15 Defendant Renato Apartments and Defendant SRO Housing Corporation are therefore each liable for any
16 judgment hereunder against any one of them.

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

22 40. Plaintiffs are ignorant of the true names and capacities of Defendants sued as DOES 1
23 through 100, inclusive, and therefore sue these Defendants by such fictitious names and capacities.
24 Plaintiffs are informed and believe, and thereupon allege, that each Defendant fictitiously named as a
25 DOE is legally responsible, negligently or in some other actionable manner, for the acts and failures to act
26 as alleged herein, and thereby proximately and legally caused the injuries and damages to Plaintiffs as
27 alleged. Plaintiffs will seek leave of court to amend this complaint to allege such names and/or capacities
28 of such fictitiously named Defendants as soon as they are ascertained.

1 41. During the relevant period of time, each of the Defendants and DOES was the agent,
2 employee, and representative of every other Defendant and DOE, and in doing the things herein alleged,
3 was acting within the course and scope of such agency, service, and representation, and directed, aided
4 and abetted, authorized, or ratified each and every act and conduct herein alleged.

5 **VENUE**

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

8 **FACTUAL ALLEGATIONS**

9 43. At all times mentioned herein, Defendants were subject to common law and statutory duties
10 which required Defendants to provide Plaintiffs with a residential unit and common areas that complied
11 with all habitability requirements imposed by state, county, and local laws, including, but not limited to,
12 Civil Code section 1941.1 and Health and Safety Code section 17920.3.⁴ Notwithstanding these non-
13 waivable and non-delegable duties, Defendants have breached their common law and statutory duties of
14 care by failing to repair and maintain the Property. Defendants' gross failure to maintain the habitability
15 of the Property has threatened the health and safety of Plaintiffs and the larger community.

16 44. Each Defendant either owned, operated, managed, or was otherwise responsible for
17 maintaining the Property while the uninhabitable and hazardous conditions existed. Defendants, their
18 officers, directors, employees, agents, and/or representatives observed and/or were aware of the deplorable
19 conditions. Nonetheless, Defendants intentionally refused to repair the conditions while also ratifying
20 their employees' and agents' failure to take corrective action to remediate them.

21 ***Defendants Relied On Loans from the City and County of Los Angeles to Construct the Property***

22 45. Prior to the construction of the Building, a building known as the Leo Hotel occupied the
23 parcel of land. Defendant SRO Housing Corporation owned and managed the Leo Hotel and, on
24 information and belief, had received a \$2.1 million loan from the City of Los Angeles relevant to its
25 ownership and/or management of the Leo Hotel.

26 46. On information and belief, in or before 2008, Defendant SRO Housing Corporation
27 _____

28 ⁴ All code sections refer to California codes unless otherwise specified.

1 solicited local public funding for a development project on the parcel of land that the Building now
2 occupies: The Renato Apartments Project (the “Project”).

3 47. On information and belief, Defendants received more than \$26,000,000 in loans for the
4 Project, including nearly \$12,000,000 in loans from the City and County of Los Angeles. Specifically,
5 Defendants entered into a loan agreement with the City of Los Angeles and received \$9,500,000, which
6 was comprised of federal and state funds from the City specifically for the purpose of “acquisition,
7 predevelopment, construction, and permanent costs for affordable multi-family housing development in
8 support of the [Project].”

9 48. As collateral for the loan, the City of Los Angeles acquired an ownership interest in the
10 Building and executed a deed of trust with Defendant Renato Apartments, which states: “[I]n order to
11 secure the [City of Los Angeles’] interest as a governmental agency in ensuring both that public funds
12 loaned for project development are repaid, and that housing projects assisted by public funds are
13 developed and **operated in a manner that is consistent with the public interest.**”

14 49. The loan was contingent upon, among numerous other terms, Defendant Renato
15 Apartments submitting a proposed social service plan for tenants in the Building to the City and obtaining
16 the City’s approval. On information and belief, Defendants have failed and continue to fail to consistently
17 and appropriately provide social services to Plaintiffs in accordance with the plan.

18 50. Defendants’ obligations under the deed of trust include, among others, duties to maintain
19 the Building in a habitable condition (*i.e.*, the “Security”):

20 **Trustor shall, at the Trustor’s own expense, maintain and preserve the**
21 **security or cause the Security to be maintained and preserved in good**
22 **condition, in good repair, and in a decent, safe, sanitary, habitable and**
23 **tenantable condition.** Trustor shall not cause or permit any violations of
24 any laws, ordinances, regulations, covenants, conditions, restrictions, or
25 equitable servitudes as they pertain to improvements, alterations,
26 maintenance, or demolition on the Security. Trustor shall not commit or
27 permit waste on or to the Security. (emphasis added)

28 51. As demonstrated herein, Defendants have violated the terms of the loan agreement with
the City by failing to maintain and preserve the Building in a “decent, safe, sanitary, habitable and
tenantable condition.” The deplorable conditions in the Building are starkly opposed to the public interest

1 and the habitability requirement underpinning the \$9,500,000 loan from the City to Defendants to
2 construct the Building.

3 *Plaintiffs' Tenancy at the Building Pursuant to the Section 8 Program*

4 52. Plaintiffs reside or resided in small studio units at the Building that are government-
5 subsidized pursuant to the federally funded Section 8 Project-Based Voucher Program (the "Section 8
6 Program"). Pursuant to the Section 8 Program, a local administrator pays 70 percent or more of an eligible
7 tenant's monthly rent. In Los Angeles, the local administrator of the Section 8 Program is the Housing
8 Authority of the City of Los Angeles (the "HACLA")

9 53. In order to reside in a unit subsidized by the Section 8 Program, a prospective tenant must
10 be referred and screened for eligibility. On information and belief, Defendants referred prospective tenants
11 to the HACLA to determine eligibility for tenancy at the Building under the Section 8 Program.

12 54. Eligibility requirements for tenancy in a unit at the Building that is subsidized by the
13 Section 8 Program (a "Section 8 unit") include, but are not limited to, chronic homelessness and mental
14 disability. Specifically, individuals deemed eligible for the Section 8 Program are required to meet the
15 following criteria to be certified as "chronically homeless" by the HACLA:

- 16 a. Is a homeless individual (a single person who is alone) or part of a homeless family; **and**
- 17 b. Has a disabling condition, defined as a diagnosable substance use disorder, serious mental
18 illness, or AIDS and related diseases, including the co-occurrence of two or more of these
19 conditions, which limits an individual's ability to work or perform one or more activities
20 of daily living; **and**
- 21 c. Is currently residing in: a place not designated for a regular sleeping accommodation for
22 human beings, such as cars, parks, sidewalks, abandoned buildings, etc.; **or** a supervised
23 publicly or privately owned emergency shelter designated to provide temporary living
24 accommodations; **or** HUD-defined Safe Haven; **and**
- 25 d. Has been continuously homeless for one (1) year, **or** has had at least four (4) episodes of
26 homelessness in the past three (3) years.

27 55. Each Plaintiff resides or resided in a Section 8 Program unit at the Building because the
28 HACLA deemed him or her eligible based on the criteria set forth in the preceding paragraph. In other

1 words, Plaintiffs are individuals who the HACLA deemed “chronically homeless” as that term is defined
2 in the regulations governing the Section 8 Program. Defendants entered into Housing Assistance Payment
3 (“HAP”) contracts with the HACLA to cover a significant portion of each Plaintiff’s rent. Accordingly,
4 Plaintiffs receive or received rental assistance from the HACLA in the form of HAPs issued to Defendants
5 each month.

6 56. Each such HAP contract requires Defendants to provide and maintain decent, safe, and
7 sanitary housing. If Defendants fail to maintain habitable conditions in the Building, they risk abatement
8 of the HAPs for Section 8 units by the HACLA. In fact, the HACLA has, at times relevant to this lawsuit,
9 abated Housing Assistance Payments because its (required) annual inspection of a Plaintiff’s unit revealed
10 uninhabitable conditions.

11 ***Plaintiffs Live in Deplorable Conditions Because Defendants Have Failed to Maintain the Building***
12 ***in Compliance with the Loan Agreement, the Section 8 Program Regulations, and California Law***

13 57. Defendants have failed and continue to fail to ensure habitable conditions in the Building
14 as required by the loan agreement with the City of Los Angeles, the Section 8 Program regulations
15 governing the HAP contracts with the HACLA, and numerous state housing and health and safety laws.

16 58. Ever since the Building was constructed in 2010, Defendants have neglected to properly
17 maintain the Building by, among other things, failing to adequately perform routine and regular
18 maintenance on the Property. Consequently, in less than 14 years from the Building’s construction,
19 Defendants have allowed the Building to fall into a state of decrepitude leading to major systemic
20 problems that endanger Plaintiffs’ health and safety.

21 59. Moreover, Plaintiffs have felt unsafe throughout their tenancies due to ongoing safety and
22 security issues in the Building. Although Defendants are, on information and belief, required by the
23 applicable HAP contracts to have a 24-hour security guard in the Building (as publicized on Defendants’
24 website), there have been large swaths of time without any such security, including at the present time.
25 Even assuming Defendants are not required to provide a 24/7 security guard, the numerous crimes
26 committed in the Building over the past several years dictate that a 24/7 security guard should be provided.
27 The lack of security coupled with broken locks on entry doors to the Building has resulted in Plaintiffs
28 being forced to witness multiple murders and dead bodies, drug overdoses in common areas, break-ins

1 and burglaries in their homes, as well as daily trespassers roaming freely around the Building. The
2 trespassers commit criminal acts, engage in illegal drug use, and urinate, defecate, and vomit in stairwells
3 and hallways Plaintiffs must use every day.

4 60. Relatedly, the Building has often lacked a live-in property manager. California law requires
5 a live-in property manager in any rental property with 16 units or more.⁵ The Building has 96 units – many
6 of them housing extremely vulnerable people like Plaintiffs. Moreover, even when there has been a live-
7 in manager, most of them have been unreliable and indifferent to Plaintiffs’ many repair requests.

8 61. The Building has had routine and complaint-initiated inspections since its construction by
9 government agencies with jurisdiction to issue orders to repair and notices to Defendants regarding
10 violations of housing and health and safety laws. These government agencies include the HACLA, the
11 Los Angeles Housing Department (the “LAHD”), the Los Angeles County Department of Public Health
12 (the “DPH”), and the Los Angeles Department of Building and Safety (the “LADBS”).

13 62. Since at least 2012, the HACLA has inspected the Building and ordered Defendants to
14 abate scores of uninhabitable conditions in the common areas and/or Plaintiffs’ units. The violations that
15 the HACLA has documented and ordered Defendants to abate include, but are not limited to: cockroach
16 and bedbug infestations; defective heaters; lack of ventilation; electrical hazards; defective and/or
17 damaged owner-furnished appliances and furniture; missing/defective smoke detectors; leaks in the
18 common areas; malfunctioning elevators; deteriorated/defective cabinetry; defective plumbing equipment
19 and bathroom fixtures; lack of lights in hallways and stairwells; broken light fixtures; nonfunctioning
20 carbon monoxide detectors; safety and security issues; and fire safety hazards.

21 63. For the past 10 years at a minimum, housing inspectors for the LAHD have inspected the
22 Building on a regular basis and issued many notices to Defendants for violations of pertinent laws
23 throughout the premises. Specifically, the LAHD has ordered Defendants to abate uninhabitable
24 conditions, including, but not limited to: electrical hazards; water damage; faulty plumbing; broken
25 windows; a lack of/inoperable smoke detectors; cracked ceilings; deteriorated walls and floors; and lack

26 _____
27 ⁵25 Cal. Code. Regs. § 42. The penalty for not having a live-in manager is severe. It is a misdemeanor crime for the
28 owner of the building and is punishable by a fine up to \$1,000 or imprisonment of up to 6 months or both. *Id.*

1 of security.

2 64. Similarly, over the last several years, Environmental Health Specialists at the DPH have
3 investigated complaints about the Building and discovered numerous conditions adverse to Plaintiffs'
4 health. Specifically, the DPH has documented and notified Defendants of uninhabitable conditions,
5 including, but not limited to: cockroach infestations; bedbug infestations; leaks; waste water and sewage
6 discharge into Plaintiffs' units; defective plumbing; mold and mildew; peeling and bubbled paint
7 (indicative of high moisture levels in the walls); and rodent infestations in the Building's common areas.

8 65. On or about April 14, 2015, the LAHD conducted a routine inspection at the Building
9 which revealed several violations concerning fire safety, sanitation, and maintenance. The LAHD
10 inspector also noted a tenant's request for 24-hour security at the Building "due to [the] recent murder of
11 [a] non-resident who was found in stairwell after visiting a resident."

12 66. Immediately thereafter, on or about April 15, 2015, the LAHD issued a Notice to Comply
13 ("NTC") to Defendants for, among other substandard conditions at the Property: (1) failure to provide
14 and/or maintain the required self-closing, self-latching area and/or occupancy separation fire doors (all
15 units); and (2) failure to maintain the required fire extinguishing system(s) or equipment (all units).

16 67. On or about January 27, 2016, the HACLA ordered Defendants to abate electrical hazards
17 in Unit 514 and provide certification for the elevators in the Building.

18 68. On or about May 24, 2016, the LAHD conducted a routine inspection of the Building,
19 excluding about 30 individual units and a computer room (due to the computer room being infested with
20 bedbugs), and observed more than 40 violations, including several that the LAHD identified as "high
21 severity" because of an increased risk of "harm, injury, or death to residents of the building."

22 69. Thereafter, on or about May 25, 2016, the LAHD issued a NTC to Defendants for, among
23 other violations: (1) failure to provide and maintain the required permanently wired, with battery back-
24 up, smoke detectors at all sleeping rooms, and areas adjacent to sleeping rooms (high severity - Unit 207);
25 (2) maintaining fuses or circuit breakers which exceed the rated ampacity of the conductors (high severity
26 - units 105, 106, 212, 221, 302, 412, 417, 422, 512, 522, 622). The NTC also identified the individual
27 units the LAHD had been unable to inspect the previous day and ordered Defendants to "check unit &
28 make same repairs if needed."

1 70. A re-inspection on or about July 6, 2016 revealed several violations that remained
2 outstanding. The LAHD then issued another NTC again ordering Defendants to abate numerous high-
3 severity electrical hazards.

4 71. In or about 2017, the HACLA undertook several inspections and ordered Defendants to
5 abate uninhabitable conditions, including, but not limited to: deteriorated/defective kitchen cabinetry
6 (Unit 318); defective light fixtures (Units 209, 318, and 514); cockroach infestations (Unit 514); missing
7 fire safety equipment (all units); defective window (Unit 514); defective ventilation (Units 318 and 514).

8 72. On or about April 18, 2018, the LAHD issued another NTC to Defendants following an
9 inspection of the Building, which ordered Defendants to correct numerous fire safety, maintenance,
10 electrical, and plumbing violations at the Building, including, but not limited to: (1) failure to provide and
11 maintain the required permanently wired, with battery back-up, smoke detectors at all sleeping rooms,
12 and areas adjacent to sleeping room (high severity – unit 302); (2) failure to maintain the existing building,
13 structure, premises, or portion thereof in conformity with the code regulations and department approvals
14 in effect at the time of construction (Unit 302); (3) failure to maintain windows, doors, cabinets, and
15 frames operable, clean and sanitary and in good repair (Units 302, 316, 509); (4) failure to maintain safe
16 and sanitary floor covering (Units 205, 302, 314, 319, 513, 514, 612); (5) failure to properly install or
17 maintain required lighting fixtures (Units 206, 307, 602); (6) failure to provide and maintain undamaged,
18 sealed, and sanitary surfaces of plumbing fixtures (Unit 302); and (7) failure to provide and/or maintain
19 the required self-closing, self-latching area and/or occupancy separation fire doors (all units).

20 73. Numerous violations remained outstanding at the time of the LAHD’s reinspection of the
21 Building in June 2018. The LAHD thereafter issued another NTC to Defendants for, among other
22 violations: (1) failure to maintain windows, doors, cabinets, and frames operable, clean and sanitary and
23 in good repair (Unit 316); (2) failure to provide and/or maintain the required self-closing, self-latching
24 area and/or occupancy separation fire doors (all units); and (3) failure to maintain the existing building,
25 structure, premises, or portion thereof in a safe and sanitary condition, free from graffiti, trash, debris,
26 rubbish, overgrown vegetation, or similar material (all units). The LAHD did not close the underlying
27 case until February 2019 – nearly 10 months after the LAHD issued the initial NTC to Defendants.

28 74. In 2018 and 2019, the HACLA again issued several orders to abate to Defendants,

1 including, but not limited to: bedbug infestations; malfunctioning refrigerators; defective plumbing;
2 malfunctioning circuit breakers; leaks and clogs; and a malfunctioning window crank operator.

3 75. On or about October 23, 2020, the DPH issued an Official Inspection Report (“OIR”) to
4 Defendants for, among other things, the following violations in individual units: (1) leak of sewage water
5 from bathroom ceiling; (2) sewage water dripping down walls and fixtures; and (3) fecal matter and
6 sewage water accumulation.

7 76. The following month, on or about November 16, 2020, the DPH issued a Notice to Abate
8 (“NTA”) to Defendants regarding cockroach and bedbug infestations, mold/mildew, and water damage in
9 the bathroom of a unit. The next day, the DPH issued another NTA to Defendants regarding rat infestations
10 in the Building’s common areas.

11 77. On or about December 15, 2020, the DPH issued multiple OIRs to Defendants for, among
12 other violations at the Building, cockroach infestations, bubbling paint, and water intrusions. On or about
13 March 4, 2021, the DPH issued another OIR to Defendants after a re-inspection revealed
14 moisture/dampness conditions had not been abated.

15 78. In or about September 2021, the HACLA ordered Defendants to fix the stove burners in
16 the common area kitchen and repair/replace the smoke detector in Unit 209.

17 79. On or about December 23, 2021, the LAHD issued a NTC to Defendants after an inspection
18 revealed the following violation in Unit 413: failure to maintain plaster/drywall walls/ceilings in a smooth
19 and sanitary condition (water damage and crack at ceiling in bathroom).

20 80. On or about May 9, 2022, the DPH issued another OIR to Defendants concerning the
21 following violations at the Building: (1) cockroach infestations; (2) mold; and (3) cabinetry in disrepair.
22 Thereafter, on May 31 and June 22, 2022, the DPH issued two more OIRs to Defendants because
23 Defendants failed to abate the violations for months.

24 81. On or about April 1, 2023, the DPH issued yet another OIR to Defendants after an
25 inspection revealed, among other violations, cockroach infestations and torn/cracked, deteriorated
26 flooring.

27 82. Throughout 2022 and 2023, the HACLA again cited Defendants for numerous violations
28 in Plaintiffs’ units and the common areas of the Building, including, but not limited to: cockroach

1 infestations; bedbug infestations; malfunctioning and leaky owner-furnished refrigerators; heating and air
2 conditioning units in disrepair; peeling paint; defective light fixtures; toilet assembly in disrepair; unsealed
3 cracks and crevices; electrical hazards; leaks in common areas (near the elevators); lack of illumination
4 in common areas and stairwells; torn floor coverings; malfunctioning front door locks; and defective
5 smoke detectors.

6 83. In addition to the aforementioned violations of housing and health and safety laws by
7 Defendants, Plaintiffs have reported a myriad of uninhabitable conditions to Defendants,⁶ including, but
8 not limited to: plumbing issues, such as recurrent and long-term clogs and leaks; electrical issues; rampant
9 mold; cracked, crumbling walls and ceilings; bed bug and cockroach infestations; deteriorated paint; leaks
10 from walls and ceilings; holes in walls and floors; inoperable heaters; unreliable hot water; broken
11 windows; missing window screens; defective entry doors and door locks; loose or broken fixtures; and
12 unsafe common areas.

13 84. In addition to being notified by governmental agents and Plaintiffs, Defendants regularly
14 observed the deplorable conditions in the common areas because they have offices on the first floor of the
15 Building. These conditions include, but are not limited to: filthy halls and stairwells littered with human
16 and animal urine and feces, used condoms, drug paraphernalia, rotting food, vomit, and graffiti; inoperable
17 smoke detectors; inadequate trash pickup and overflowing trash; inoperable washers and dryers; a
18 cockroach infestation in the tenants' community room; and fully clogged, foul smelling trash chutes.
19 Moreover, almost all the fire doors in the Building are broken.

20 85. The railings in the interior hallways of the Building are not in compliance with state law,
21 such that it is easy for someone to climb over and jump into the concrete courtyard. Indeed, a tenant who
22 committed suicide this year in the Building did jump over the rails to his death in front of several Plaintiffs.
23 Almost every Plaintiff witnessed the deceased tenant's broken body lying in the courtyard. Moreover,
24 Defendants failed to adequately clean the courtyard after the tenant's suicide, so some Plaintiffs took it
25 upon themselves to thoroughly clean up the blood and other human matter.

26 86. The elevators frequently break down and strand physically disabled Plaintiffs either on the
27 _____

28 ⁶ Wherever "Defendants" are referenced in this Complaint, the term includes anyone acting on their behalf, including, but not limited to: Defendants' employees, agents, and representatives.

1 ground floor where they are forced to sleep in the unsecured, cockroach-infested community room or in
2 their units which they are unable to leave to obtain food and/or prescribed medication. At times, physically
3 disabled Plaintiffs have been stranded for several days while Defendants failed to repair the elevators.
4 Numerous complaints have been filed with the Los Angeles Department of Building and Safety
5 (“LADBS”) about the oft-broken elevators and LADBS representatives have inspected the elevators.

6 87. Defendants have routinely ignored Plaintiffs’ pleas to make their units and the common
7 areas habitable. On occasions when Defendants make “repairs,” they are often shoddy or only
8 cosmetically “fix” the habitability conditions, which reappear soon thereafter when the “repairs” fall apart.
9 Moreover, Defendants often only make repairs after numerous NTCs from the LAHD, the DPH, and the
10 HACLA to bring conditions into compliance with pertinent housing laws.

11 88. Defendants’ failure to maintain the Property has led to infestations of cockroaches and
12 bedbugs in Plaintiffs’ homes, thereby creating nightmarish living conditions. As a result of the recurrent
13 infestations that Defendants have failed to systematically address for the entire Property, Plaintiffs have
14 had to discard numerous personal belongings and been forced to use their own limited funds on
15 insecticides, cleaning products, and other pest control products in attempts to combat the infestations.
16 Some Plaintiffs even sleep (or slept) on the concrete floors in their units to escape the bedbug infestations.

17 89. As a result of Defendants’ failure and refusal to properly address the uninhabitable
18 conditions at the Property, Plaintiffs have suffered from, among other things, bug bites, rashes, asthma-
19 like symptoms, difficulty breathing, frequent colds, headaches, allergic reactions, loss of appetite,
20 insomnia, and nosebleeds.

21 90. The daily stress of living in such a deplorable, dangerous environment has caused Plaintiffs
22 to experience severe mental and emotional distress, including, but not limited to: sadness, fearfulness,
23 inability to sleep, worry, anger, disgust, shame, humiliation, poor appetite, and exacerbation of their
24 mental health conditions. Additionally, Plaintiffs have had to discard countless personal items because of
25 the conditions, including, but not limited to: food; clothes; electronics; furniture; and bedding.

26 91. On information and belief, Defendants and/or their agents have also created and fostered a
27 hostile living environment at the Building by, among other things, repeatedly harassing, retaliating
28 against, and/or invading the privacy of Plaintiffs. Among numerous other incidents, Defendants’ and/or

1 their agents entered certain Plaintiffs' units without warning or notification and without consent,
2 threatened to evict certain Plaintiffs, and reduced housing services, including, but not limited to, owner-
3 furnished appliances, elevator service, heat, and air conditioning after Plaintiffs complained about the
4 uninhabitable conditions plaguing the Building and their homes.

5 **FIRST CAUSE OF ACTION**

6 **(Negligence)**

7 **(By All Plaintiffs Against All Defendants, and DOES 1 to 100)**

8
9 92. Plaintiffs re-allege and incorporate by reference every allegation of the Complaint as
10 though fully set forth in this paragraph.

11 93. Defendants were and are the owners and managers of the Property and/or the agents of the
12 owners and managers of the Property acting with authority to manage and control the premises.

13 94. At all relevant times, Plaintiffs have held leasehold interests and have been tenants at the
14 Property while Defendants have owned and/or managed it.

15 95. As lessors and managers of residential buildings for the occupation of human beings,
16 Defendants and/or their agents owed a duty to Plaintiffs under Civil Code section 1941.1 to maintain the
17 Property in a condition fit for human occupation, and to repair all subsequent dilapidations that rendered
18 it untenable.

19 96. Defendants' violations of Civil Code sections 1940.2, 1941.1 and 1942.4 raise a
20 presumption that Defendants were negligent under the doctrine of negligence per se.

21 97. At all times relevant herein, Defendants were aware of their obligation to maintain the
22 Property in a habitable condition having been notified by Plaintiffs, the DPH, the HACLA, and the LAHD
23 that the Property was out of compliance with applicable housing and safety codes.

24 98. Defendants breached this duty by negligently failing to maintain the Property in a condition
25 fit for human occupancy and by failing to repair all subsequent substandard and dilapidated conditions.
26 Further, Defendants failed and continue to fail to properly supervise, manage, and/or communicate with
27 their own agents, employees, independent contractors, vendors, and others and continue to allow,
28 encourage, and/or permit such persons to negligently conduct themselves in violation of Defendants' duty

1 to Plaintiffs.

2 99. Defendants knew or reasonably should have known, that their breach of duty and/or
3 conduct would result in Plaintiffs suffering extreme upset and emotional distress.

4 100. Defendants' failure to keep the Property fit for human occupation was a substantial factor
5 in causing Plaintiffs' physical injuries, serious emotional distress, and economic harm, all of which were
6 a foreseeable, direct, and proximate result of Defendants' failure to keep the Property fit for human
7 occupancy. Defendants are liable to compensate Plaintiffs for these injuries.

8 101. As landlords and managers of the Property, Defendants and/or their agents and employees
9 were in a position of authority. They abused their authority by, among other things: knowingly failing and
10 refusing to abate a dangerous and unhealthy nuisance; failing to maintain each Plaintiff's unit and the
11 common areas of the Property in a sanitary and safe condition; intimidating and threatening to evict
12 Plaintiffs who complained about the conditions; and blatantly ignoring government orders to comply with
13 building, plumbing, health and safety codes, ordinances, and other applicable laws, all while having actual
14 knowledge that the conditions in the Property were causing sickness, injury, and emotional distress to
15 Plaintiffs. Defendants and their agents abused their position as purveyors of low-income and government-
16 subsidized housing in an atrocious manner by refusing to make the Property safe and habitable, and
17 engaging in retaliatory, hostile conduct directed at Plaintiffs, all the while demanding full rent.

18 102. Defendants were aware that many elderly and disabled tenants with limited resources lived
19 at the Property, including Plaintiffs, who are particularly vulnerable to falling into homelessness and for
20 whom locating alternate housing is extremely difficult, if not impossible. Thus, Plaintiffs had no choice
21 but to remain in their uninhabitable units despite being recurrently exposed to, among other unsanitary
22 and dangerous conditions, pervasive cockroach and bedbug infestations, leaks, crumbling walls and
23 ceilings, and filthy, unsafe common areas.

24 103. As a direct and proximate cause of the deplorable conditions Plaintiffs endured daily, as
25 well as Defendants' conduct toward them, Plaintiffs suffered and/or continue to suffer illness, physical
26 injury, mental stress, emotional distress, fear, sleeplessness, worry, discomfort, sadness, anger, disgust,
27 helplessness, frustration, and shame, in an amount to be determined according to proof, but which amount
28 is within the jurisdictional requirements of this Court.

1 111. By virtue of the landlord-tenant relationship implied in each lease agreement, Defendants
2 owed Plaintiffs a duty, as defined in health and safety codes and other applicable laws, to maintain the
3 Property in a habitable condition.

4 112. Defendants were aware of their obligation to maintain the Property in a habitable condition,
5 but they breached their duties and the implied warranty of habitability by allowing the Property to persist
6 in decrepitude and by failing to correct the Property's substandard conditions. The Property had
7 uninhabitable conditions for significant periods of time, including, but not limited to: defective plumbing;
8 lack of or inadequate heat; dampness and mold; infestations of insects and rodents; defective or
9 deteriorated flooring; crumbling walls and ceilings; inoperable elevators; filthy common areas; and
10 unsecured entrances to the building which allowed trespassers to freely enter and engage in criminal
11 activity. Therefore, the Property, at all times relevant to this action, substantially lacked the standard
12 characteristics necessary for habitation as delineated in Health and Safety Code section 17920.3.

13 113. Defendants had actual and constructive notice of the material defective conditions alleged
14 herein, including, but not limited to, via Plaintiffs' timely repair requests to Defendants' agents made
15 shortly after the conditions became apparent as well as being notified on numerous occasions by the
16 LAHD, the DPH, and the HACLA that the Property was out of compliance with applicable housing and
17 health and safety codes. However, despite such notice, Defendants failed to adequately repair and abate
18 the conditions at the Property within a reasonable time period. For instance, Defendants failed to repair
19 the conditions within 35 days as required by law after the LAHD issued notices to comply.

20 114. Plaintiffs did not cause, create, or contribute to the existence of the substandard conditions
21 alleged herein.

22 115. Defendants knew, or reasonably should have known, that allowing substandard conditions
23 to exist at the Property posed a serious threat and danger to Plaintiffs' safety and physical and emotional
24 health and would cause Plaintiffs to suffer damages.

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

28 117. In addition, as a direct and proximate result of Defendants' conduct and the conditions

1 outlined above, each Plaintiff has suffered and/or continues to suffer physical injury, illness, mental stress,
2 emotional distress, loss in the value of his or her leasehold, property damage, and other economic damage
3 in an amount to be proven at trial, but which amount is within the jurisdictional requirements of this Court.

4 **THIRD CAUSE OF ACTION**

5 **(Breach of the Covenant of Quiet Enjoyment)**

6 **(By All Plaintiffs Against All Defendants, and DOES 1 to 100)**

7
8 118. Plaintiffs re-allege and incorporate by reference every allegation of the Complaint as
9 though fully set forth in this paragraph.

10 119. Defendants were and are the owners and managers of the Property and/or the agents of the
11 owners and managers of the Property with authority to manage and control the premises.

12 120. At all relevant times, Plaintiffs have held leasehold interests and been tenants at the
13 Property while Defendants have owned and/or managed it.

14 121. Implied in each rental agreement in California, whether oral or written, is a covenant that
15 the landlord will not interfere with the tenant's quiet enjoyment of the premises during the term of the
16 tenancy. This covenant of quiet enjoyment is codified in California Civil Code section 1927.

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

20 123. At all relevant times herein, Defendants breached their statutory and common law duty to
21 secure the quiet possession of the Property by engaging in a pattern of unlawful, menacing, and harassing
22 conduct that constitutes substantial interference with Plaintiffs' quiet enjoyment of their residences. This
23 conduct consists of bad-faith acts and omissions that include, but are not limited to: Defendants' inaction
24 to rid the Property of cockroach, bedbug, and other pest infestations; refusing to make adequate repairs at
25 the Property; failing or refusing to timely repair/replace defective owner-furnished appliances and
26 furniture, including, but not limited to, mattresses, refrigerators, and microwaves; failing to provide utility
27 services such as heat to Plaintiffs; and harassing and taking action to evict Plaintiffs who made complaints
28 about the deplorable conditions. Such conduct would have created an apprehension of harm in a

1 reasonable person.

2 124. Defendants knew, or reasonably should have known, that Plaintiffs would suffer damage
3 as a result of this breach. Defendants were repeatedly notified of the uninhabitable conditions by Plaintiffs
4 and multiple government agencies.

5 125. As a direct and proximate result of Defendants' breach of the covenant of quiet enjoyment,
6 the value of the leasehold held by each Plaintiff has been diminished. Consequently, Plaintiffs were
7 damaged in an amount equal to rental payments due and paid during Plaintiffs' respective leaseholds, or
8 in an amount to be proven at trial. Additionally, Plaintiffs are entitled to statutory damages of \$2,000 for
9 each violation pursuant to California Civil Code section 1940.2(b).

10 126. In addition, as a direct and proximate result of Defendants' conduct and the conditions
11 outlined above, Plaintiffs have suffered damages related to illness, physical injury, mental stress,
12 emotional distress, loss in the value of their respective leaseholds, and property damage, in an amount to
13 be determined according to proof, but which amount is within the jurisdictional requirements of this Court.

14 127. Defendants' tortious breach of the covenant of quiet enjoyment was grossly negligent,
15 malicious, and/or oppressive, amounting to despicable conduct in conscious disregard of Plaintiffs' rights,
16 well-being, and safety in that they subjected Plaintiffs to cruel and unjust hardship, thereby entitling
17 Plaintiffs to an award of punitive damages against Defendants and DOES 1-100 in an amount sufficient
18 to punish them and deter Defendants and others from engaging in similar conduct, as determined at trial.

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

21 **FOURTH CAUSE OF ACTION**

22 **(Nuisance)**

23 **(By All Plaintiffs Against All Defendants, and DOES 1 to 100)**

24
25 129. Plaintiffs re-allege and incorporate by reference every allegation of the Complaint as
26 though fully set forth in this paragraph.

27 130. Defendants were and are the owners and managers of the Property and/or the agents of the
28 owners and managers of the Property with authority to manage and control the premises.

1 131. At all relevant times, Plaintiffs have held leasehold interests and been tenants at the
2 Property while Defendants have owned and/or managed it.

3 132. The deplorable conditions of the Property as described herein constitute a nuisance within,
4 but not limited to, the meaning of Civil Code section 3479 *et seq.* in that these defective conditions are
5 substantially injurious to the health and safety of each Plaintiff and substantially interfere with each
6 Plaintiff's comfortable enjoyment of the Property. These defective conditions affect a considerable
7 number of persons living in and around the Property.

8 133. Despite being required by law to abate the nuisance, Defendants unreasonably failed to
9 correct conditions in a timely manner – or at all – rendering the Property a nuisance. A plethora of issues
10 in Plaintiffs' units and the common areas have rendered them uninhabitable, including, but not limited to:
11 bedbug, cockroach, and rodent infestations; electrical issues; leaks; moisture and mold; cracked,
12 crumbling walls and ceilings; lack of heat; filthy hallways and stairwells; and unlocked building entrances
13 allowing trespassers to freely roam and commit criminal conduct in the common areas.

14 134. Defendants knew, or reasonably should have known, that Plaintiffs would be substantially
15 injured as a result of Defendants' failures to abate the nuisance conditions. In addition to other injuries set
16 forth below and elsewhere in this Complaint, Plaintiffs suffered and/or continue to suffer bug bites, rashes,
17 asthma-like symptoms, frequent colds, headaches, sadness, anger, shame, worry, fearfulness, frustration,
18 and inability to sleep.

19 135. Defendants' failure to abate the nuisance was the result of policies and practices that
20 prevented the allocation of resources necessary to maintain the Property in a habitable condition, solely
21 in an effort to maximize profits for Defendants at Plaintiffs' expense.

22 136. As a direct and proximate result of Defendants' unreasonable failure to abate the nuisance,
23 each Plaintiff was (and is) deprived of the free use and enjoyment of the Property. The value of the
24 leasehold held by each Plaintiff has been substantially diminished. Consequently, each Plaintiff has been
25 damaged in an amount equal to the rental payments due and paid during each Plaintiff's leasehold, or in
26 an amount to be proven at trial.

27 137. As a direct and proximate result of Defendants' failure to abate the nuisance, each Plaintiff
28 has suffered and/or continue to suffer substantial damages related to physical injury, illness, mental stress,

1 emotional distress, and property damage, in an amount to be determined according to proof, but which
2 amount is within the jurisdictional requirements of this Court.

3 138. Defendants' failure to abate the nuisance has been unreasonable, willful, deliberate,
4 malicious, and oppressive, amounting to despicable conduct that subjected Plaintiffs to cruel and unjust
5 hardship in conscious disregard of their rights, so as to entitle Plaintiffs to an award of punitive against
6 Defendants and DOES 1-100 in an amount sufficient to punish them and deter them and others from
7 engaging in similar conduct, as determined at trial.

8 **FIFTH CAUSE OF ACTION**

9 **(Premises Liability)**

10 **(By All Plaintiffs Against All Defendants, and DOES 1 to 100)**

11
12 139. Plaintiffs re-allege and incorporate by reference every allegation of the Complaint as
13 though fully set forth in this paragraph.

14 140. Defendants were and are the owners and managers of the Property and/or the agents of the
15 owners and managers of the Property with authority to manage and control the premises.

16 141. At all relevant times, Plaintiffs have held leasehold interests and been tenants at the
17 Property while Defendants have owned and/or managed it.

18 142. As landowners and managers of the Property, Defendants owed a duty of care under
19 common law and California Civil Code section 1714 to exercise due care in the management of the
20 Property so as to avoid foreseeable injury to others. This duty required Defendants to comply with all
21 building, fire, health, and safety codes, ordinances, regulations, and other laws applicable to the
22 maintenance and operation of residential rental housing.

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

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

27 145. As a direct and proximate result of Defendants' negligent maintenance of the Property, the
28 value of the leasehold held by each Plaintiff has been diminished. Consequently, each Plaintiff has been

1 damaged in an amount to be proven at trial.

2 146. As a direct and proximate result of Defendants' conduct, Plaintiffs suffered and/or continue
3 to suffer illness, physical injury, mental stress, and emotional injuries, in an amount to be determined
4 according to proof, but which amount is within the jurisdictional requirements of this Court. Defendants
5 are liable to compensate Plaintiffs for these injuries.

6 147. Defendants' tortious breach of the duty of care has been willful, malicious, and oppressive,
7 amounting to despicable conduct that subjected Plaintiffs to cruel and unjust hardship in conscious
8 disregard of their rights, so as to entitle Plaintiffs to an award of punitive and exemplary damages against
9 Defendants and DOES 1-100 in an amount sufficient to punish them and deter them and others from
10 engaging in similar conduct.

11 148. Plaintiffs are also entitled to recover their reasonable attorneys' fees incurred in bringing
12 and litigating this matter and costs of the suit.

13 **SIXTH CAUSE OF ACTION**

14 **(Intentional Infliction of Emotional Distress)**

15 **(By All Plaintiffs Against All Defendants, and DOES 1 to 100)**

16
17 149. Plaintiffs re-allege and incorporate by reference every allegation of the Complaint as
18 though fully set forth in this paragraph.

19 150. Defendants were and are the owners and managers of the Property and/or the agents of the
20 owners and managers of the Property with authority to manage and control the premises.

21 151. At all relevant times, Plaintiffs have held leasehold interests and been tenants at the
22 Property while Defendants have owned and/or managed it.

23 152. The conduct of Defendants and/or their agents and employees was outrageous in the
24 extreme. As landlords and managers of the Property, Defendants and/or their agents and employees were
25 in a position of authority, which they consistently abused by, among other things: knowingly failing and
26 refusing to abate a dangerous and unhealthy nuisance; failing to maintain each Plaintiff's unit and the
27 common areas of the Property in a sanitary and safe condition; intimidating and threatening to evict
28 Plaintiffs who complained about the conditions; and blatantly ignoring government orders to comply with

1 building, plumbing, health and safety codes, ordinances, and other applicable laws, all while having actual
2 knowledge that the conditions at the Property were causing sickness, injury, and emotional distress to
3 Plaintiffs. Defendants and their agents abused their position as purveyors of low-income and government-
4 subsidized housing in an atrocious manner by refusing to make the Property safe and habitable, all the
5 while demanding and collecting rent.

6 153. Defendants were aware that many elderly and disabled tenants with limited resources lived
7 at the Property, including Plaintiffs, who are particularly vulnerable to falling into homelessness and for
8 whom locating alternate housing is extremely difficult, if not impossible. Defendants knew or should have
9 known that Plaintiffs' interest in remaining in their rental units was and continues to be great. Thus,
10 Plaintiffs had no choice but to remain in their uninhabitable units despite being recurrently exposed to,
11 among other unsanitary and unsafe conditions, cockroaches and bedbugs infesting their homes and beds,
12 crawling on them and into their food; raw sewage leaking repeatedly from walls and ceilings in their
13 homes; and perpetual lack of security at the Building where trespassers roamed with impunity committing
14 dangerous acts.

15 154. Defendants knew that many elderly and/or disabled tenants living at the Building,
16 including several Plaintiffs, would be trapped in their units without access to the Building's elevators,
17 which would break down for prolonged periods of time, often multiple times per week. Defendants knew
18 or should have known that Plaintiffs would be tormented and their sleep hampered as a result of the
19 dangerous and deplorable conditions at the Building.

20 155. While acting in this outrageous manner, Defendants knew, or reasonably should have
21 known, that their conduct would result in Plaintiffs suffering severe and extreme emotional distress.
22 Defendants knew that Plaintiffs were particularly susceptible to injury through mental distress by virtue
23 of the necessity of the commodity that Defendants purveyed: a home for Plaintiffs. Defendants knew that
24 a habitable home is paramount to Plaintiffs' well-being and emotional health. In allowing the Property to
25 continue in an uninhabitable state and preventing the Property from offering Plaintiffs respite and safety,
26 Defendants knowingly and intentionally caused or acted with reckless disregard of the probability of
27 causing severe emotional distress.

28 156. As a direct and proximate result of Defendants' conduct and that of their agents and

1 employees, Plaintiffs suffered and/or continue to suffer mental stress, severe emotional distress, anguish,
2 sadness, anger, shame, fearfulness, worry, disgust, helplessness, frustration, and inability to sleep, in an
3 amount to be determined according to proof, but which amount is within the jurisdictional requirements
4 of this Court.

5 157. Further, in failing to correct and/or abate the conditions within a reasonable time, or at all,
6 despite governmental orders to comply and Plaintiffs' numerous requests for repairs, Defendants' conduct
7 has been willful, deliberate, malicious, and oppressive, amounting to despicable conduct that subjected
8 Plaintiffs to cruel and unjust hardship in conscious disregard of their rights. Plaintiffs are therefore entitled
9 to recover punitive and exemplary damages against Defendants and DOES 1-100 in an amount sufficient
10 to punish and deter them and others from engaging in similar conduct, as determined at trial.

11 **SEVENTH CAUSE OF ACTION**

12 **(Collection of Rent on Untenantable Dwelling – Code of Civil Procedure § 1942.4)**

13 **(By All Plaintiffs Against All Defendants, and DOES 1 to 100)**

14
15 158. Plaintiffs re-allege and incorporate by reference every allegation of the Complaint as
16 though fully set forth in this paragraph.

17 159. During their residence in the Property, each Plaintiff was in a landlord-tenant relationship
18 with Defendants, paying rent and occupying the Property, pursuant to a valid rental agreement.

19 160. California Civil Code section 1942.4 prohibits a landlord from demanding and collecting
20 rent if: the dwelling substantially lacks any of the standard characteristics necessary for habitation in a
21 dwelling delineated in Civil Code section 1941.1 or Health and Safety Code section 17920.3; a public
22 officer or employee responsible for the enforcement of any housing law has notified the landlord or their
23 agent in writing of the obligation to repair the substandard conditions; the conditions have not been abated
24 35 days after the date of the service of the notice from the public employee; and the conditions were not
25 caused by an act or omission of the tenant.

26 161. The Property substantially lacks, and at all times relevant to this action substantially lacked,
27 the following standard characteristics, without limitation, necessary for habitation in a dwelling as
28 delineated in Civil Code section 1941.1: effective waterproofing and weather protection of roof and

1 exterior walls; plumbing and electrical equipment maintained in good working order; building kept in
2 every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, rodents and vermin;
3 and walls and floors maintained in good repair.

4 162. Similarly, the Property substantially lacks, and, at all times relevant to this action,
5 substantially lacked, the standard characteristics necessary for habitation in a dwelling as delineated in
6 Health and Safety Code section 17920.3.

7 163. LAHD and DPH inspectors, who are public employees responsible for enforcing housing
8 and health laws in Los Angeles, have inspected the Property. They have notified the Defendants in writing
9 of their duty to correct the substandard conditions at the Property by issuing citations to Defendants.

10 164. The substandard conditions existed and were not abated 35 days beyond the date of service
11 of the notices of citations. Defendants do not have good cause for the delay in correcting the cited
12 violations.

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

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

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

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

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EIGHTH CAUSE OF ACTION

(Retaliation – Civil Code § 1942.5(a))

(By All Plaintiffs Against All Defendants, and DOES 1 to 100)

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169. Plaintiffs re-allege and incorporate by reference every allegation of the Complaint as though fully set forth in this paragraph.

170. Defendants were and are the owners and landlords of the Property acting with authority to manage and control the Property and/or the agents of the owners and landlords of the Property acting with authority to manage and control the Property.

171. At all relevant times, Plaintiffs have held leasehold interests and been tenants at the Property while Defendants have owned and/or managed it.

172. Defendants violated Civil Code section 1942.5(a) by retaliating within 180 days of various events, including, but not limited to, Plaintiffs' complaints to the DPH and the LAHD, and Plaintiffs' requests to Defendants for repairs.

173. Defendants and their agents retaliated against Plaintiffs by, among other things: eliminating or reducing services at the Building; refusing to remedy conditions that rendered Plaintiffs' units uninhabitable; entered Plaintiffs' homes without advance notification and lack of consent; and attempting to constructively evict Plaintiffs.

174. As a direct and proximate result of Defendants' retaliatory conduct, each Plaintiff has suffered and/or continues to suffer injuries, including but not limited to, mental stress and emotional distress. As a result, each Plaintiff has been damaged in an amount to be proven at trial, but which amount is within the jurisdictional requirements of this Court.

175. Defendants' acts were willful, malicious, and oppressive. As a direct and proximate result of Defendants' retaliatory conduct, each Plaintiff suffered and/or continues to suffer illness, mental stress, emotional distress, and property damage, in an amount to be determined according to proof at trial.

176. Each Plaintiff is entitled to actual damages and punitive damages in an amount of not less than \$100, but no more than \$2,000 for each retaliatory act where Defendants have engaged in fraud, oppression, or malice with respect to that act.

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

3 **NINTH CAUSE OF ACTION**

4 **(Violation of the City of Los Angeles Tenant Anti-Harassment Ordinance – Los Angeles**

5 **Municipal Code § 45.30 *et seq.*)**

6 **(By All Plaintiffs Against All Defendants, and DOES 1 to 100)**

7
8 178. Plaintiffs re-allege and incorporate by reference every allegation of the Complaint as
9 though fully set forth in this paragraph.

10 179. Defendants were and are the owners and managers of the Property and/or the agents of the
11 owners and managers of the Property with authority to manage and control the premises.

12 180. At all relevant times, Plaintiffs have held leasehold interests and been tenants at the
13 Property while Defendants have owned and/or managed it.

14 181. Each Defendant named herein is and was a “landlord” as that term is defined at LAMC
15 section 45.32 because they are and were, as alleged in this Complaint, an owner, lessor, manager, and/or
16 person with a legal or equitable right of ownership or possession or with a right to lease or to receive rent
17 for the use and occupancy of a rental unit.

18 182. The anti-harassment provisions of LAMC section 45.33 prohibit a landlord from engaging
19 in various acts of harassment that serve no lawful purpose and cause tenants detriment and harm. These
20 acts include, but are not limited to:

- 21 a. Reducing or eliminating housing services required by a lease (§ 45.33.1);
- 22 b. Failing to perform and timely complete necessary repairs and maintenance required by
23 federal, state, county, or local housing, health, or safety laws (§ 45.33.2);
- 24 c. Abuse of the right of access into a rental unit as established and limited by Civil Code
25 Section 1954 (§ 45.33.3);
- 26 d. Threatening to or engaging in acts and/or omissions which interfered with Plaintiffs'
27 enjoyment and occupancy of his/her rental unit (§ 45.33.8);

- 1 e. Refusing to acknowledge or accept receipt of lawful rent payments (§ 45.33.9);
- 2 f. Interfering with a tenant's right to privacy (§ 45.33.15);
- 3 g. Other repeated acts or omissions of such significance as to substantially interfere with or
- 4 disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause,
- 5 or are committed with the objective to cause a tenant(s) to surrender or waive any rights in
- 6 relation to such tenancy (§ 45.33.16).

7 183. Defendants and their agents have repeatedly harassed Plaintiffs by, among other such
8 conduct, violating LAMC section 45.33, subsections 1, 2, 3, 8, 9, 15, and 16. Specifically, Defendants
9 have, among other things: eliminated or reduced services at the Building; refused to remedy a plethora of
10 conditions that render(ed) Plaintiffs' units uninhabitable; failed to adequately perform routine and regular
11 maintenance on the Building, including on the elevator; refused to provide secure premises, allowed
12 trespassers to enter the Building and engage in criminal acts; failed to provide a live-in manager and a
13 security guard at times; entered certain Plaintiffs' units without advance written notice or obtaining
14 consent to enter; refused to accept (at least one) Plaintiffs' rent payment; and made only superficial and/or
15 incomplete repairs and did not return for several days, if at all.

16 184. As a result of Defendants' conduct, each Plaintiff has suffered and/or continues to suffer
17 illness, physical injury, mental stress, emotional distress, loss in the value of his/her leasehold,
18 overpayment of rent due to diminished value of his/her leasehold, and property damage, in an amount to
19 be determined according to proof at trial.

20 185. Additionally, Plaintiffs are entitled to civil penalties of up to \$10,000 per violation and an
21 additional \$5,000 per violation for Plaintiffs who are disabled or 65 years of age or older pursuant to Los
22 Angeles Municipal Code sections 45.35.B and 45.35.C.

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

25 187. Defendants' conduct has been willful, deliberate, malicious, and oppressive, amounting to
26 despicable conduct that subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their
27 rights. Plaintiffs are therefore entitled to recover punitive damages against Defendants and DOES 1 to 100
28 in an amount sufficient to punish and deter Defendants and others from engaging in similar conduct, as

1 determined at trial.

2 **TENTH CAUSE OF ACTION**

3 **(Violation of Unfair Competition Law – Bus. & Prof. Code § 17200 *et seq.*)**

4 **(By All Plaintiffs Against All Defendants, and DOES 1 to 100)**

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

8 189. Defendants were and are the owners and managers of the Property and/or the agents of the
9 owners and managers of the Property with authority to manage and control the premises.

10 190. At all relevant times, Plaintiffs have held leasehold interests and been tenants at the
11 Property while Defendants have owned and/or managed it.

12 191. The uninhabitable conditions at the Property arise from Defendants' failure to maintain
13 and repair the Property as required by numerous state and municipal health, safety, and housing codes.
14 Hence, Defendants' conduct has violated the health, safety, and housing codes as set forth herein,
15 including, but not limited to: Civil Code sections 1941 and 1941.1, Health and Safety Code section
16 17920.3, and Civil Code section 1927. Renting a property not in compliance with numerous state and
17 municipal health, safety and housing codes constitutes an unfair and unlawful business practice in
18 violation of Business and Professions Code Section 17200 *et seq.*, and is *per se* an unlawful business
19 practice in violation of Business and Professions Code Section 17200 *et seq.*

20 192. Each Plaintiff suffered and/or continues to suffer irreparable harm due to Defendants'
21 continuing violations of the aforementioned statutes. Each Plaintiff has been injured in fact and has
22 suffered a loss of money and/or property as a result of Defendants' conduct, including, but not limited to:
23 a decrease in the value of his or her leasehold; overpayment of rent due to diminished value of the
24 leaseholds; damaged personal property; costs to replace furniture, food, and other personal effects; and
25 other restitution in an amount to be determined at trial, but which amount is within the jurisdictional
26 requirements of this Court.

27 193. Defendants' unfair and illegal profit from charging rent from Plaintiffs and decreasing the
28 value of Plaintiffs' leasehold interest in the Property violate Business and Professions Code section 17200

1 *et seq.* and affects the public interest. Defendants' conduct in letting the Property fall into disrepair while
2 continuing to profit off Plaintiffs created blight in the community.

3 194. As a direct and proximate result of the aforementioned acts and omissions, Defendants
4 have been unjustly enriched at the expense of Plaintiffs, and Plaintiffs are entitled to restitution and
5 equitable relief, in an amount to be determined at trial, but which amount is within the jurisdictional
6 requirements of this Court.

7 195. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiffs are entitled to
8 reasonable attorneys' fees, in an amount to be determined after trial.

9 **ELEVENTH CAUSE OF ACTION**

10 **(Constructive Eviction and Willful Interruption of Services – Civil Code § 789.3)**

11 **(By All Plaintiffs Against All Defendants, and DOES 1 to 100)**

12
13 196. Plaintiffs re-allege and incorporate by reference every allegation of the Complaint as
14 though fully set forth in this paragraph.

15 197. Defendants were and are the owners and managers of the Property and/or the agents of the
16 owners and managers of the Property with authority to manage and control the premises.

17 198. At all relevant times, Plaintiffs have held leasehold interests and been tenants at the
18 Property while Defendants have owned and/or managed it.

19 199. Civil Code section 789.3 prohibits a landlord from willfully causing, directly or indirectly,
20 the interruption or termination of any utility service furnished to tenants, including, but not limited to,
21 water, heat, light, electricity, gas, telephone, elevator, or refrigeration, whether or not the utility service is
22 under the control of the landlord, with the intent to terminate the occupancy.

23 200. At all relevant times, Defendants have willfully caused the interruption of utility services
24 furnished to one or more Plaintiffs, including, but not limited to: heat, light, refrigeration, and elevator
25 service.

26 201. As a direct and proximate result of these Defendants' conduct and the conditions outlined
27 above, Plaintiffs have been unable to derive the full benefits of their tenancies.

28 202. Plaintiffs also suffered and/or continue to suffer illness, physical injury, mental stress,

1 emotional distress, loss in the value of the leasehold, property damage, and other economic damage in an
2 amount to be determined according to proof, but which amount is within the jurisdictional requirements
3 of this Court.

4 203. Each Plaintiff is entitled to actual damages sustained and to special damages of not less
5 than \$250.00 per violation and not more than \$100.00 for each day of each violation.

6 204. Each Plaintiff is also entitled to reasonable attorneys' fees and costs.

7 205. Defendants' conduct has been willful, deliberate, malicious, and oppressive, amounting to
8 despicable conduct that subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their
9 rights. Plaintiffs are therefore entitled to recover punitive and exemplary damages against Defendants and
10 DOES 1 to 100 in an amount sufficient to punish and deter Defendants and others from engaging in similar
11 conduct, as determined at trial.

12 **TWELFTH CAUSE OF ACTION**

13 **(Invasion of Privacy)**

14 **(By All Plaintiffs Against All Defendants, and DOES 1 to 100)**

15
16 206. Plaintiffs re-allege and incorporate by reference every allegation of the Complaint as
17 though fully set forth in this paragraph.

18 207. Defendants were and are the owners and managers of the Property and/or the agents of the
19 owners and managers of the Property with authority to manage and control the premises.

20 208. At all relevant times, Plaintiffs have held leasehold interests and been tenants at the
21 Property while Defendants have owned and/or managed it.

22 209. During their residence in the Building, each Plaintiff was in a landlord-tenant relationship
23 with Defendants, paying rent and occupying the premises, pursuant to a valid rental agreement.

24 210. Defendants were and are the owners and managers of the Property and/or the agents of the
25 owners and managers of the Property acting with authority to manage and control the premises.

26 211. Civil Code section 1954 requires that a landlord provide a 24-hour advance written notice
27 of intent to enter a tenant's unit and that such entry occur only during normal business hours unless there
28 is an emergency.

1 212. Defendants and/or their agents have intentionally invaded and continue to invade
2 Plaintiffs' privacy by demanding entry to Plaintiffs' apartments without issuing 24-hour advance written
3 notices to enter; and repeatedly entering certain Plaintiffs' units absent an emergency without providing
4 any notice or obtaining Plaintiffs' permission.

5 213. Plaintiffs have a reasonable expectation of privacy in their apartments at the Building.
6 Plaintiffs use their apartments as their homes, which Plaintiffs regard as their private spaces and places of
7 respite, and wherein Plaintiffs keep important, confidential information and personal belongings.

8 214. Defendants' intrusion into Plaintiffs' units without providing the requisite 24-hour advance
9 written notice to enter or obtaining consent for entry prohibits Plaintiffs from feeling safe and secure in
10 the only homes they know.

11 215. Defendants have inserted themselves between Plaintiffs and their apartments, thereby
12 intruding into Plaintiffs' privacy and their private affairs.

13 216. Defendants' intrusion into Plaintiffs' homes would be highly offensive to a reasonable
14 person.

15 217. Further, by repeatedly entering Plaintiffs' units without providing 24-hour advance written
16 notice, Defendants violated Civil Code section 1954.

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

22 219. Defendants' conduct in invading Plaintiffs' privacy has been willful, malicious, and
23 oppressive, amounting to despicable conduct that subjected Plaintiffs to cruel and unjust hardship in
24 conscious disregard of their rights. Plaintiffs are entitled to punitive and exemplary damages against
25 Defendants and DOES 1 to 100 in an amount sufficient to punish them and deter them and others from
26 engaging in similar conduct, as determined at trial.

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THIRTEENTH CAUSE OF ACTION

**(Violation of the Elder Abuse and Dependent Adult Civil Protection Act –
Welf. & Inst. Code § 15600 *et seq.*)**

(By All Plaintiffs Against All Defendants, and DOES 1 to 100)

220. Plaintiffs re-allege and incorporate by reference every allegation of the Complaint as though fully set forth in this paragraph.

221. Under Welfare and Institutions Code section 15610.30, financial abuse occurs when a person or entity: “(1) Takes, secretes, appropriates, obtains, or retains real or personal property of an elder or dependent adult for a wrongful use or with intent to defraud, or both or (2) Assists in taking, secreting, appropriating, obtaining, or retaining real or personal property of an elder or dependent adult for a wrongful use or with intent to defraud, or both. . . .”

222. Plaintiffs George Black, Jr., Morgan K. Lee, Susan A. Eckroth, Booker T. Washington, Calvin Gatison, Larry J. Tidwell, Kenneth L. Tyler, and David Erick Hines are elders, as that term is defined under Welfare and Institutions Code section 15610.27. The Plaintiffs identified in the preceding sentence are each at least 65 years old.

223. Under Welfare and Institutions Code section 15610.23(a), a dependent adult is “a person, regardless of whether the person lives independently, between the ages of 18 and 64 who resides in this state and who has physical or mental limitations that restrict his or her ability to carry out normal activities or to protect his or her rights, including, but not limited to, persons who have physical or developmental disabilities, or whose physical or mental abilities have diminished because of age.”

224. All of the Plaintiffs are each dependent adults as that term is defined in Welfare and Institutions Code section 15610.23(a) (*see* preceding paragraph).

225. Defendants violated the Elder Abuse and Dependent Adult Civil Protection Act by taking financial advantage of Plaintiffs and by intentionally causing them mental suffering.

226. Defendants took financial advantage of Plaintiffs by taking and retaining their money for rent at the Property when Defendants failed and refused to maintain the Building in a habitable condition. Defendants also took financial advantage of Plaintiffs by taking and retaining their money for rent at the Property when Defendants failed and refused to ensure Plaintiffs’ safety by allowing entry doors to the

1 Building to remain unsecured, thereby allowing trespassers to use illegal drugs in the common areas and
2 commit other crimes in the Building.

3 227. Defendants caused Plaintiffs mental suffering by making them feel unsafe in their homes
4 and forcing Plaintiffs to witness drug overdoses, suicides, and murders. Defendants also caused Plaintiffs'
5 mental suffering by harassing, threatening, and intimidating Plaintiffs who requested repairs and/or
6 complained about the habitability conditions.

7 228. Defendants' conduct was intentional and malicious, done for the purpose of causing or in
8 conscious disregard that their conduct would cause mental suffering for each Plaintiff.

9 229. As a proximate cause of Defendants' acts and omissions alleged herein, Plaintiffs suffered
10 substantial damages, including, but not limited to, illness, physical injury and distress, mental anguish and
11 emotional distress such as discomfort, agitation, sadness, fear for his/her safety, inability to sleep, poor
12 appetite, worry, anger, disgust, shame, and exacerbation of their mental health conditions.

13 230. Defendants are liable to compensate Plaintiffs in an amount to be determined according to
14 proof at trial, but which amount is in excess of the minimum jurisdictional limits of this Court.

15 231. Each Defendant is the agent and/or co-conspirator of the other and is charged with
16 constructive knowledge of the illegal, unethical, and harmful actions alleged herein. Each Defendant knew
17 or should have known that its actions/omissions and/or that of its agent(s) and/or co-conspirator(s) would
18 harm Plaintiffs and cause them mental suffering.

19 232. Defendants' actions were willful, deliberate, malicious, and oppressive, amounting to
20 despicable conduct that subjected Plaintiffs to cruel and unjust hardship in conscious disregard of their
21 respective rights, so as to entitle each Plaintiff an award of punitive and exemplary damages against
22 Defendants and DOES 1 to 100 in an amount sufficient to punish them and deter them and others from
23 engaging in similar conduct, as determined at trial.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiffs pray for the following relief:

26 **As to the First Cause of Action, Negligence:**

- 27 a. For general damages in an amount to be determined at trial, according to proof;
28 b. For special damages for physical injuries, severe emotional distress, and property damage and

- 1 loss attributable to Defendants' negligence, according to proof;
- 2 c. For special damages to include rental payments due and paid during each Plaintiff's leasehold,
- 3 or in an amount to be proven at trial; and
- 4 d. For punitive damages in an amount to be proven at trial.

5 **As to the Second Cause of Action, Breach of the Implied Warranty of Habitability:**

- 6 a. For general and special damages in an amount to be determined at trial, according to proof;
- 7 and
- 8 b. For special damages in an amount equal to rental payments due and paid during each Plaintiff's
- 9 leasehold, or in an amount to be proven at trial.

10 **As to the Third Cause of Action, Breach of the Covenant of Quiet Enjoyment:**

- 11 a. For general and special damages in an amount to be determined at trial, according to proof;
- 12 b. For statutory damages of \$2,000.00 for each violation pursuant to Civil Code section
- 13 1940.2(b);
- 14 c. For punitive damages in an amount to be proven at trial; and
- 15 d. For reasonable attorneys' fees and costs as the prevailing party for breach of a covenant
- 16 implied in a written agreement and pursuant to Civil Code section 3304.

17 **As to the Fourth Cause of Action, Nuisance:**

- 18 a. For general and special damages in an amount to be determined at trial, according to proof;
- 19 b. For special damages for physical injuries, emotional distress, and property damage and loss,
- 20 including for rental payments due and paid during each Plaintiff's leasehold, or in an amount
- 21 to be proven at trial; and
- 22 c. For punitive damages in an amount to be proven at trial.

23 **As to the Fifth Cause of Action, Premises Liability:**

- 24 a. For general and special damages in an amount to be determined at trial, according to proof;
- 25 b. For special damages for physical injuries, emotional distress, and property damage and loss,
- 26 including for rental payments due and paid during each Plaintiff's leasehold, or in an amount
- 27 to be proven at trial; and
- 28 c. For punitive damages in an amount to be proven at trial.

1 **As to the Sixth Cause of Action, Intentional Infliction of Emotional Distress:**

- 2 a. For general and special damages in an amount to be determined at trial, according to proof;
3 and
4 b. For punitive damages in an amount to be proven at trial.

5 **As to the Seventh Cause of Action, Collection of Rent on Untenantable Dwelling:**

- 6 a. For actual damages in an amount according to proof, including, but not limited to, damages
7 for emotional distress, according to Civil Code section 1942.4(b)(1);
8 b. For retroactive rent abatement in an amount at least equal to rents due and paid by each Plaintiff
9 during the life of each Plaintiff's tenancy, according to proof;
10 c. For special damages, according to Civil Code section 1942.4(b)(1), in an amount of at least
11 \$100 but no more than \$5,000 per Plaintiff; and
12 d. For reasonable attorneys' fees and costs, pursuant to Civil Code section 1942.4(b)(2).

13 **As to the Eighth Cause of Action, Retaliation:**

- 14 a. For actual damages in an amount to be determined at trial, according to proof;
15 b. For punitive damages in an amount of not less than \$100 nor more than \$2,000 for each
16 retaliatory act, under Civil Code section 1942.5(h); and
17 c. For reasonable attorneys' fees and costs, pursuant to Civil Code section 1942.5(i).

18 **As to the Ninth Cause of Action, Violation of the Tenant Anti-Harassment Ordinance:**

- 19 a. For general and special damages, including rental payments due and paid during each
20 Plaintiff's leasehold, in an amount to be determined at trial according to proof;
21 b. For a civil penalty of up to \$10,000 for each violation and an additional \$5,000 per violation
22 for Plaintiffs who are disabled or 65 years of age or older pursuant to Los Angeles Municipal
23 Code section 45.35.B;
24 c. For reasonable attorneys' fees and costs, pursuant to Los Angeles Municipal Code section
25 45.35.B; and
26 d. For punitive damages in an amount to be proven at trial.

27 **As to the Tenth Cause of Action, Violation of Unfair Competition Law:**

- 28 a. In accordance with Business and Professions Code section 17203, for restitution in an amount

- 1 to be determined at trial, according to proof;
- 2 b. For injunctive relief under Business and Professions Code section 17203; and
- 3 c. For reasonable attorneys' fees, pursuant to Code of Civil Procedure section 1021.5, in an
- 4 amount to be determined after trial.

5 **As to the Eleventh Cause of Action, Constructive Eviction and Willful Interruption of**
6 **Services:**

- 7 a. For actual damages, according to Civil Code section 789.3(c)(1), in an amount to be
- 8 determined at trial;
- 9 b. For special damages in an amount to be determined at trial, but not less than \$250 for each
- 10 violation, pursuant to Civil Code section 789.3(c)(2); and
- 11 c. For reasonable attorneys' fees and costs, pursuant to Civil Code section 789(c)(3).

- 12 a. **As to the Twelfth Cause of Action, Invasion of Privacy** For general and special damages in
- 13 an amount to be determined at trial, according to proof; and
- 14 b. For punitive damages in an amount to be proven at trial.

15 **As to the Thirteenth Cause of Action, Violation of the Elder Abuse and Dependent Adult**
16 **Civil Protection Act:**

- 17 a. For actual damages of not less than an amount to be determined at trial, according to proof;
- 18 b. For statutory and special damages, according to proof;
- 19 c. For punitive damages in an amount to be proven at trial; and
- 20 d. Reasonable attorneys' fees and costs, pursuant to Welfare and Institutions Code section
- 21 1567.5.

22 **As to All Causes of Action:**

- 23 a. For pre-judgment and post-judgment interest, pursuant to Civil Code sections 3288, 3289 and
- 24 3291;
- 25 b. For reasonable attorneys' fees where allowed by law;
- 26 c. For costs of suit; and
- 27 d. For such other relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

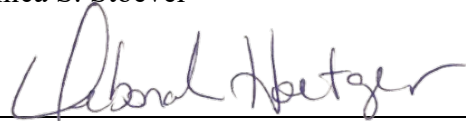
Plaintiffs demand a jury trial on all causes of action triable by jury.

DATED: December 12, 2024

Respectfully submitted,

INNER CITY LAW CENTER
David C. Smith
Deborah B. Hoetger
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By: 
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Attorneys for Plaintiffs

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