

1 35. On September 20, 2024, the Plaintiffs request maintenance through the online property
2 management portal to request keys to the mailbox that work, repair the weather stripping at the
3 front door, repair the master bathroom toilet that still leaks from the May 2024 issue, repair the
4 leaking pipe in the garage, repair the water damage, cracks in walls, peeling paint, and mold in
5 the stairwell near the garage, and a request for a comprehensive mold inspection in the unit from
6 all of the water damage.

7 36. On September 25, 2024, the Defendant SALLY GUTIERREZ emailed the Plaintiffs to
8 schedule a mold test for October 1, 2024, the Plaintiffs inform her that date does not work for
9 them and asks that it be done on a Wednesday or a Thursday. They come to an agreement and
10 the test is scheduled for October 2, 2024.

11 37. On September 26, 2024, the Plaintiffs receive the official housing discrimination
12 complaint filed by Housing and Urban Development (HUD) and the Civil Rights Department
13 (CRD) via certified mail. The Defendants BRAD MARTINEZ and VICKI MARTINEZ also
14 received a copy.

15 38. On September 28, 2024, a plumber arrived at the property and inspected the unit but
16 made no repairs.

17 39. On October 2, 2024, the Defendant SALLY GUTIERREZ arrived at the property with a
18 technician to conduct an air test for mold. The Plaintiffs were informed by the technician that
19 this was just a preliminary mold test, and the Plaintiffs asked the Defendant if they could pay for
20 a more comprehensive mold test themselves, the Defendant said she would ask the homeowners.

21 40. On October 9, 2024, the Plaintiffs contacted the Defendant SALLY GUTIERREZ via
22 email to follow up on the mold test and the plumber who inspected the unit on September 28,
23 2024.

24 41. That same day, the Plaintiffs filed another maintenance request through the online portal
25 because they noticed more water in the same area by the front door.

26 42. On October 15, 2024, the Defendant SALLY GUTIERREZ emailed the Plaintiffs the
27 results of the mold air test, which the Defendant claims did not detect any elevated levels of
28 moisture.

1 43. On October 16, 2024, the Defendant SALLY GUTIERREZ and a plumber arrive at the
2 property to inspect the areas of concern. No work was performed.

3 44. On October 17, 2024, the Plaintiffs contact Defendant SALLY GUTIERREZ via email to
4 inquire if any work is going to be done, as thus far, it has been a lot of inspections, and the
5 Plaintiffs are beginning to grow very frustrated as the Defendants appear to be delaying the
6 repairs on purpose.

7 45. On October 22, 2024, the Plaintiffs again, request maintenance through the online portal
8 for the water leak at the front door. They ask the Defendants to figure out why the water is
9 entering the unit and to address the underlying issue.

10 46. That same day, the Plaintiffs follow up with the Defendant SALLY GUTIERREZ via
11 email regarding the October 17, 2024, email that Plaintiffs had sent to her.

12 47. Later that same day, the Plaintiffs received an email thread from the Defendants SALLY
13 GUTIERREZ, VICKI MARTINEZ, BRAD MARTINEZ and GAIL CALHOUN, where the
14 Plaintiffs are being accused of not cooperating with the inspector from LOTUS PROPERTY
15 SERVICES INC.

16 48. On October 24, 2024, the Plaintiffs hire a home inspector to inspect the unit.

17 49. That same day, the Plaintiffs receive an email from Defendant GRACE CHENG stating
18 that the Defendant BRIAN GORDON, owner of LOTUS PROPERTY SERVICES INC, has
19 been trying to contact them to discuss this situation with them.

20 50. On October 24, 2024, the Plaintiffs receive a call from the Los Angeles Department of
21 Public Health (LADPH) to schedule an inspection of the unit.

22 51. That same day, the inspector from the Los Angeles Department of Public Health
23 (LADPH) arrives at the property to inspect the unit. The inspector states that she cannot take
24 photos or swab any of the areas of concern for mold. The inspector did note that she found
25 peeling paint on the windowsill in the living room, she made a report and would be sending it to
26 the homeowners.

27 52. On October 28, 2024, the Plaintiffs received a call from the Defendant BRIAN
28 GORDON, the owner of the property management company, LOTUS PROPERTY SERVICES,

1 INC, the Defendant told the Plaintiffs that speaking to him was a “last resort”, as the
2 homeowners are ready to give them a 60- day notice to vacate. The Plaintiffs informed him that
3 they would prefer this conversation be in writing so an email would work better for them. The
4 Defendant does not agree and says he will be calling the following day at 6pm.

5 53. On October 29, 2024, the Defendant BRIAN GORDON, called the Plaintiffs and stated
6 that he had reviewed their tenant file and since they have had over ten maintenance requests, he
7 is ready to hand the property back over to the homeowners, and the Defendants BRAD
8 MARTINEZ and VICKI MARTINEZ, are within their right to serve the Plaintiffs with a 60-
9 Day notice. The Plaintiffs felt they were being threatened and felt very intimidated by the
10 Defendant throughout this conversation.

11 54. On October 30, 2024, the Plaintiffs received a call from First Reliable Maintenance
12 regarding making repairs for the violation the Defendants, BRAD MARTINEZ and VICKI
13 MARTINEZ received from the Los Angeles Department of Public Health (LADPH). The
14 Plaintiffs agree for a technician to come to the property on November 1, 2024.

15 55. On November 1, 2024, the technician from First reliable Maintenance hired by the
16 Defendants, never arrived at the property. The Plaintiffs emailed the Defendants SALLY
17 GUTIERREZ and GRACE CHENG to inform them that the technician did not show.

18 56. On November 4, 2024, the Plaintiffs contacted the Defendants SALLY GUTIERREZ and
19 GRACE CHENG to follow up on the email they sent on November 1, 2024.

20 57. That same day, the Plaintiffs received a call from First Reliable Maintenance to schedule
21 another appointment to make repairs for the violation the Defendants, BRAD MARTINEZ and
22 VICKI MARTINEZ received from the Los Angeles Department of Public Health (LADPH). The
23 representative from First Reliable Maintenance said that the technician did arrive but that the
24 repair was not done due to the Plaintiffs.

25 58. The Plaintiffs informed the representative from First Reliable Maintenance that no
26 technician arrived at the property and that their front doorbell camera can prove this. The
27 Plaintiffs also informed her that they never received a call, email or text message from any
28 technician on the day they were scheduled to arrive.

59. The Plaintiffs agreed to reschedule service for November 6, 2024.

60. The technician from First Reliable Maintenance never showed again for the second time.

61. On November 11, 2024, the Plaintiffs receive a call from the same representative from First Reliable Maintenance asking if the technician could come and do the repairs that Defendant LOTUS PROPERTY SERVICES, INC had requested be done. The Plaintiffs ask what repairs would be taking place and the representative states that they would be fixing screens in the second bedroom, replacing blinds in the second bedroom, replace the toilet in the master bathroom, and change hinges in the laundry room cabinets.

62. Later that same day, the technician from First Reliable Maintenance arrived at the property and replaced the screen in the second bedroom, inspected the toilet in the master bathroom and found that it needed new bolts and seals, and inspected the blinds and took measurements. The technician left to go to Home Depot to get the necessary items to make the needed repairs.

63. Those repairs were not completed.

64. On November 14, 2024, the Plaintiffs received a call from the Defendant BRAIN GORDON, owner of Defendant LOTUS PROPERTY SERVICES, INC, informing the Plaintiffs that as of November 30, 2024, they will no longer be managing the unit.

65. That same day, the Plaintiffs received a call from Platinum Windows and Showers to schedule a maintenance appointment to fix a crack in a window in a bathroom. The Plaintiffs did not make this maintenance request, and when they asked the representative who made this request, she stated the Defendant LOTUS PROPERTY SERVICES, INC did.

66. The Plaintiffs agreed to the maintenance request, and it was scheduled for November 16, 2024.

67. On November 16, 2024, the technician never arrived at the property, and no one ever called, email or text messaged them. The Plaintiffs reached out to Platinum Windows and Showers and the representative stated she would contact the technician and call the plaintiffs back.

68. The technician never called the Plaintiffs back, and no work was done.

69. On November 19, 2024, the Plaintiffs emailed the Defendants BRIAN GORDON, SALLY GUTIERREZ, GRACE CHENG, BRAD MARTINEZ, and VICKI MARTINEZ regarding the maintenance that was scheduled by Platinum Windows and Showers but never completed as the technician never arrived. Also CC'd on this email was Lauren Witham, mediator from the California Civil Rights Department.

70. At the time of this filing, this is still an ongoing issue.

71. During all relevant dates herein, Plaintiff stayed at the Premises on information and belief. Plaintiff has suffered based upon the conduct of the Defendant. Plaintiff is suffering stress, anxiety, shame, and concern for her well- being and safety.

72. At multiple times the Plaintiff, and or 3rd parties, noticed and documented conditions, including but not limited to:

- a) non-maintenance; ((Civ Code § 1941.1(a)(6); Civ Code § 51 et seq;))
- b) mold; ((California Health and Safety Code § 17920.3(a){13}, California Health and Safety Code § (17920.10))
- c) effective waterproofing of roof; ((California Health and Safety Code § 17920.3(c){2}))

73. Plaintiffs and 3rd parties notified the Defendant about the above violations; but Defendant failed to take any action.

74. On information and belief, the Defendant is an experienced property owner and manager of residential property throughout Los Angeles County and is aware that construction done without permits and inspections, that serious habitability violations would develop that would seriously and materially impact one's tenancy in affected units.

75. Despite notice of the offending and illegal conditions, defendant refused to accept any responsibility or act reasonably to address them.

76. Plaintiff has incurred thousands of dollars dealing with and trying to remedy the conditions at the Property and the conduct of the Defendant.

FIRST CAUSE OF ACTION
(Tortuous Breach of Warranty of Habitability)