

1 77. Plaintiff re-alleges and incorporates by reference every allegation contained in the  
2 preceding paragraphs of this Complaint as though set forth herein.

3 78. The defective conditions alleged herein constitute violations of state and local housing  
4 laws and posed severe health and safety hazards and breached the implied warranty of  
5 habitability.

6 79. Defendant had actual and constructive notice of the defective conditions alleged herein,  
7 but despite such notice, failed to adequately repair and abate the conditions at The Property.

8 80. Plaintiff did not cause, create or contribute to the existence of the defective conditions  
9 alleged herein.

10 81. By failing to correct said defective conditions, Defendant has breached the warranty of  
11 habitability implied in all rental contracts under California law.

12 82. Defendant knew or should have known that permitting said defective conditions to exist  
13 threatened the physical and emotional health and well-being of Plaintiff and posed a serious  
14 threat and danger to her health and safety.

15 83. As a direct and proximate result of Defendants' breach of the warranty of habitability  
16 Plaintiff has sustained special, general and property damage in amounts to be determined at trial.

17 **SECOND CAUSE OF ACTION**  
18 **(Breach of the Covenant of Quiet Enjoyment)**

19 84. Plaintiff re-alleges and incorporates by reference every allegation contained in the  
20 preceding paragraphs of this Complaint as though set forth herein.

21 85. Implied in the rental agreement between Defendant and Plaintiff is a covenant that the  
22 Defendant would not and will not interfere with Plaintiff's quiet enjoyment of The Property  
23 during the term of their respective tenancies. This covenant of quiet enjoyment is codified in  
24 California Civil Code Section 1927.

25 86. Leasing Defendant has breached the implied covenant of quiet enjoyment as alleged  
26 herein, including, but not limited to failure and refusal to repair the alleged habitability violations  
27 and to maintain The Property in a habitable condition and in a condition consistent with the  
28 purpose for which it was rented.

1 87. Defendant has further breached the implied covenant of quiet enjoyment as alleged herein  
2 by failing to address the concerns.

3 88. As a direct and proximate result of Defendants' breach of the covenant of quiet  
4 enjoyment, the value of the leasehold held by Plaintiff has been materially diminished.  
5 Consequently, Plaintiff has been damaged in an amount to be established at trial.

6 89. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained general,  
7 special and property damages, civil penalties, with amounts to be determined at trial.

8 **THIRD CAUSE OF ACTION**  
9 **(Nuisance)**

10 90. Plaintiff re-alleges and incorporates by reference every allegation contained in the  
11 preceding paragraphs of this Complaint as though set forth herein.

12 91. The conditions of The Property that Defendant negligently and intentionally caused to  
13 exist constitute a nuisance within, but not limited to the meaning of Civil Code Section 3479 in  
14 that said conduct is and are intentional, and injurious to the health and safety of Plaintiff,  
15 indecent and offensive to the senses of Plaintiff and did and continue to interfere substantially  
16 with Plaintiff's comfortable enjoyment of The Property.

17 92. Such nuisances have been and are ongoing.

18 93. Such nuisances have caused, and will continue to cause in the future, Plaintiff to suffer  
19 general and special damages.

20 94. Pursuant to Civil Code Section 3501 et seq, Plaintiff request civil remedies and penalties.

21 95. Further, the dangerous and defective conditions at The Property constituted a nuisance,  
22 and deprives Plaintiff of the safe, healthy, and comfortable use of the premises.

23 96. Defendants failed to adequately abate the nuisance(s) as required by law. As a direct and  
24 proximate result thereof, Plaintiff has sustained general, special, and property damage in  
25 amounts to be determined at trial.

26 **FOURTH CAUSE OF ACTION**  
27 **(Business & Professions Code § 17200 et seq.)**  
28

1 97. Plaintiff re-alleges and incorporates by reference every allegation contained in the  
2 preceding paragraphs of this Complaint as though set forth herein.

3 98. Defendant engaged in unlawful and unfair business practices prohibited by California  
4 Business & Professions Code § 17200, et seq. by virtue of the foregoing acts and omissions. By  
5 illegally demanding rent for a substandard property and intentionally skirting his legal  
6 obligations under California law and statutes regarding the condition of the Property.

7 99. Defendant received an unfair business advantage over those Property Owners and  
8 Landlords who follow the law and engage in lawful property management. By failing to abide by  
9 the law, and not having to incur the expenses of upkeep and proper remediation, the Defendant  
10 made more money than similarly situated yet law-abiding, responsible, property owners.

11 100. Plaintiff was harmed as a result of said practices by paying monthly rent for the unit with  
12 material deficiencies and ongoing harassment and nuisance.

13 101. The foregoing acts and omissions were and are the regular business practices of the  
14 Defendant at The Property.

15 102. As a direct and proximate result of the aforementioned acts and omissions, the  
16 Defendants have been unjustly enriched at the expense of Plaintiff, and Plaintiff is entitled to  
17 restitution in an amount to be proven at trial.

18 **FIFTH CAUSE OF ACTION**  
19 **(Negligence)**

20 103. Plaintiffs re-alleges and incorporates by reference every allegation contained in the  
21 preceding paragraphs of this Complaint as though set forth herein.

22 104. As owners, operators and managers of The Property, the Defendant owed Plaintiffs the  
23 duty to exercise reasonable care in the ownership, management and control of The Property.

24 105. These duties owed by Defendant to Plaintiffs to exercise reasonable care include, but are  
25 not limited to: the duty to refrain from interfering with Plaintiff's full use of and quiet enjoyment  
26 of their rented premises; the duty to comply with all applicable state and local laws governing  
27 Plaintiff's rights as tenants; the duty to maintain Plaintiff's premises in a safe, healthy and  
28

1 habitable condition for the entire term of Plaintiff's tenancy and the duty to not obstruct  
2 Plaintiff's full use and occupancy of their rented residences.

3 106. Defendant, by the conduct alleged above, so negligently and carelessly maintained,  
4 operated, and managed The Property as to breach the duties that he owed to Plaintiffs.

5 107. As a proximate result of the above-mentioned conduct, Plaintiff suffered general  
6 damages, including, but not limited to property damage, emotional distress and pain, suffering,  
7 and inconvenience.

8 108. As a further proximate result of the above-mentioned conduct, Plaintiffs suffered special  
9 damages, including, but not limited to medical expenses, to be determined at trial.

10 **SIXTH CAUSE OF ACTION**  
**(Breach of Contract)**

11 109. Plaintiffs re-alleges and incorporates by reference every allegation contained in the  
12 preceding paragraphs of this Complaint as though set forth herein.

13 110. The Lease Agreements constitute valid contracts in writing between Plaintiff, and  
14 Defendant.

15 111. Plaintiffs have, in good faith, performed all of his respective obligations and duties as a  
16 tenant under the terms and conditions of the Lease Agreements.

17 112. As a further condition and promise contained in the lease, was Plaintiff's contemplated  
18 use and quiet enjoyment of the property.

19 113. Defendants, by and through the conduct alleged herein breached the Lease Agreement.

20 114. As a proximate result of the above-mentioned conduct, Plaintiff suffered damages in an  
21 amount to be determined at trial.

22 **SEVENTH CAUSE OF ACTION**  
23 **(Declaratory Relief)**

24 115. Plaintiffs re-alleges and incorporates by reference every allegation contained in the  
25 preceding paragraphs of this Complaint as though set forth herein.

26 116. Addendum No. 1, Paragraph 2 of the lease agreement states, "Tenants acknowledge that  
27 the studio (B) is un- permitted and release any and all liability from the Housing Provider and  
28 Broker, as it is not a habitable unit."

1 117. As a proximate result of the above-mentioned conduct, Plaintiffs suffered general  
2 damages, including, but not limited to property damage, emotional distress and pain, suffering,  
3 and inconvenience.

4 118. As a further proximate result of the above-mentioned conduct, Plaintiffs suffered special  
5 damages, to be determined at trial.

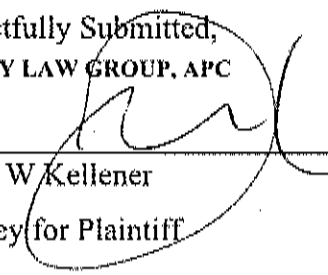
6  
7  
8  
9  
10 **WHEREFORE, Plaintiff prays for the following damages and relief:**

- 11 (1) For general, special and property damage in an amount to be determined at trial;  
12 (2) For punitive damages;  
13 (3) For statutory damages and restitution;  
14 (4) For Costs of suit;  
15 (5) For such other relief as the Court may deem just and proper.

16  
17  
18 Dated November 24, 2024

Respectfully Submitted,  
DIGNITY LAW GROUP, APC

19  
20 By:

  
\_\_\_\_\_  
Joseph W. Kellener  
Attorney for Plaintiff