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

JAMES BURBANK, an individual;  
JENNIFER BURBANK, an individual;

Plaintiffs,

vs.

BRAD MARTINEZ, an individual; VICKI  
MARTINEZ, an individual; GAIL D.  
CALHOUN, as TRUSTEE of the GAIL D.  
CALHOUN FAMILY TRUST; LOTUS  
PROPERTY MANAGEMENT, INC.;  
BRIAN GORDON, an individual; SALLY  
GUTIERREZ, an individual; GRACE  
CHENG, an individual; DOES 1 ~ 50,  
inclusive;

Defendants.

Case No.: **24NNCV06082**

**COMPLAINT FOR DAMAGES AND  
PENALTIES**

JAMES BURBANK and JENNIFER BURBANK, (hereinafter "Plaintiffs") alleges as follows.

1. Plaintiffs are residents and tenants of residential property located at 518 N STONEMAN AVENUE, ALHAMBRA, CALIFORNIA 91801 (hereinafter "The Property"). Plaintiff at all relevant times satisfied the provisions of the lease and was in lawful possession of the Property.
2. Plaintiffs took possession by written lease on or about September 8, 2023, and as obligated paid money in consideration of the obligations given and incurred.

1 3. This property is a condominium dwelling unit, rental property in Alhambra, California  
2 used as an investment and money-making operation by the Defendant.

3 4. On information and belief, BRAD MARTINEZ, VICKI MARTINEZ, and GAIL D.  
4 CLAHOUN TRUST are the legal owners of the Property. On information and belief, starting at  
5 the beginning of the lease agreement, these defendants, at all material times, owned, managed  
6 and controlled the Property.

7 5. The true names and/or capacities, whether individual, corporate, associate or otherwise,  
8 of Defendant and Does 1 through 50, inclusive, are unknown to Plaintiff at this time, and who  
9 therefore sues said Defendants by such fictitious names, Plaintiff is informed and believes and  
10 thereupon alleges that each of the Defendants fictitiously named herein as a DOE is legally  
11 responsible, negligently or in some other actionable manner, for the events and happenings  
12 hereinafter referred to, and thereby proximately and legally caused the injuries and damages to  
13 Plaintiff as hereinafter alleged, Plaintiff will ask leave of court to amend this Complaint to insert  
14 the true names and/or capacities of such fictitiously named Defendants when the same have been  
15 ascertained.

16 6. Upon information and believe at all times mentioned herein, Defendants and DOES were  
17 the agent, employees, and representative of each other, and in doing the things hereinafter  
18 alleged, was acting within the course and scope of such agency, service and representation, and  
19 directed, aided and abetted, authorized or ratified each and every act and conduct hereinafter  
20 alleged.

21 7. Upon information and belief, at all limes mentioned herein, Defendant was the co-  
22 tortfeasor of each of the other Defendants in doing the things hereinafter alleged.

23 8. On November 14, 2023, just two months after the Plaintiffs took possession of the unit,  
24 the Plaintiffs notified the Defendants BRAD MARTINEZ and VICKI MARTINEZ via text that  
25 the first-floor restroom flooded and that the toilet was leaking a lot of water.

26 9. On November 21, 2023, the Defendants sent a plumber from Roto- Rooter to the  
27 property to give them an estimate on repairing the toilet. The Defendants approved the estimate  
28

1 and new wax seals were installed. However, after the new seals were installed, the toilet  
2 continued to fill with water after it was flushed. The plumber suggested a new toilet be installed.

3 10. On November 22, 2023, Defendant BRAD MARTINEZ, arrived at the property with a  
4 different plumber to install the new toilet.

5 11. On February 4, 2024, the Plaintiffs notified Defendants BRAD MARTINEZ and VICKI  
6 MARTINEZ via text that there was a large amount of water inside, which appeared to be  
7 rainwater coming through the front door, water was seeping through the floorboards and through  
8 the tile in the bathroom, the patio sliding glass doors were leaking, and there was a large water  
9 leak in the garage.

10 12. On February 5, 2024, Defendant BRAD MARTINEZ, arrived to place sandbags around  
11 the property.

12 13. On February 13, 2024, Defendant BRAD MARTINEZ, arrived at the property to inspect  
13 the water damage. The Defendant told the Plaintiffs that he did not detect any water damage.  
14 However, the Plaintiffs noticed significant water damage to the baseboards, which were  
15 separating from the wall. The Plaintiffs took photos and sent them to the Defendants. The  
16 Defendants never responded.

17 14. On May 22, 2024, Defendant BRAD MARTINEZ arrived at the property with a  
18 contractor to assess the water damage that occurred in February of 2024. The Defendant stated  
19 that the contractor would return the following day to evaluate the roof.

20 15. On June 19, 2024, the Defendants sent an email to the Plaintiffs stating that the lease  
21 agreement will terminate on September 15, 2024, and will not be reviewed.

22 16. On August 5, 2024, the Plaintiffs reached out to Defendants BRAD MARTINEZ and  
23 VICKI MARTINEZ via email and asked for a reasonable accommodation for the Plaintiffs  
24 emotional support animal.

25 17. On August 9, 2024, the Defendant VICKI MARTINEZ emailed the Plaintiffs again, that  
26 their lease would be ending on September 15, 2024.

1 18. On August 9, 2024, the Plaintiffs reached out to the Defendants BRAD MARTINEZ and  
2 VICKI MARTINEZ via email and asked that they follow up on the request for a reasonable  
3 accommodation for the Plaintiffs emotional support animal.

4 19. On August 10, 2024, the Defendants responded to the Plaintiffs via email that they were  
5 not requiring for the Plaintiffs to comply with the process for requesting a reasonable  
6 accommodation of the Plaintiffs emotional support animal because the lease would be ending on  
7 September 8, 2024.

8 20. On August 12, 2024, the Plaintiffs reached out to the Defendants BRAD MARTINEZ  
9 and VICKI MARTINEZ and again, requested a reasonable accommodation for the Plaintiffs  
10 emotional support animal.

11 21. On August 13, 2024, the Defendants BRAD MARTINEZ and VICKI MARTINEZ  
12 contacted the Plaintiffs via email stating that the request for a reasonable accommodation for the  
13 Plaintiffs emotional support animal was confirmed and ask that the Plaintiffs sign a Lease  
14 Addendum.

15 22. On August 16, 2024, the Plaintiffs responded to the Defendants BRAD MARTINEZ and  
16 VICKI MARTINEZ via email that under the fair Housing Act, they are not required to sign  
17 additional documentation for their emotional support animal to be approved. As approval should  
18 be based on the documentation the Plaintiffs provided. The Plaintiffs also ask for an update on  
19 the non- renewal notice from June 19, 2024, since the no- animal policy would no longer apply  
20 as a reason for non- renewal.

21 23. On August 19, 2024, the Plaintiffs reached out to the Defendants BRAD MARTINEZ  
22 and VICKI MARTINEZ via email that they signed the Lease Addendum in good faith and again,  
23 request an update on the non- renewal notice.

24 24. On August 22, 2024, the Plaintiffs filed an online complaint with the Los Angeles  
25 Department of Public Health regarding mold at the property. Complaint # CO0431633.

26 25. On August 23, 2024, the Defendants BRAD MARTINEZ and VICKI MARTINEZ  
27 contacted the Plaintiffs via email stating that the lease will terminate on September 8, 2024, and  
28 that the unit was exempt from the Tenant Protection Act.

1 26. On August 25, 2024, the Plaintiffs reached out to the Defendants BRAD MARTINEZ  
2 and VICKI MARTINEZ via email pointing out that they have received two different notices and  
3 asking for clarity on which notice is current and should be followed.

4 27. Later that same day, the Defendants responded to the Plaintiffs via email that the correct  
5 notice to follow is the August 23, 2024, notice with a move out date of September 8, 2024.

6 28. On August 26, 2024, the Defendants BRAD MARTINEZ and VICKI MARTINEZ send  
7 an email to the Plaintiffs offering to withdraw the non- renewal notice and continue tenancy on a  
8 month-to-month basis.

9 29. The Plaintiffs agreed to the month- to- month tenancy, and rent was to be due September  
10 1, 2024.

11 30. On September 5, 2024, the Plaintiffs received an email from Defendant GRACE  
12 CHENG, informing the Plaintiffs that the Defendants BRAD MARTINEZ and VICKI  
13 MARTINEZ had contracted LOTUS PROPERTY SERVICES, INC to manage the property,  
14 effective immediately. GRACE CHENG informed the Plaintiffs that the property management  
15 company would be entering the unit to do an inspection of the unit on September 12, 2024.

16 31. On September 12, 2024, the Defendant SALLY GUTIERREZ arrived at the property  
17 with an inspector from the property management company and conducted an inspection of the  
18 property.

19 32. On September 17, 2024, the Defendant SALLY GUTIERREZ left a voicemail for the  
20 Plaintiffs to schedule repairs from the issues found during the inspection for September 18, 2024.

21 33. On September 18, 2024, the Plaintiffs contacted Defendant SALLY GUTIERREZ to ask  
22 if the contractor would be repairing only cosmetic things or if they plan to actually fix the issues.  
23 The Defendant canceled the scheduled repairs for that day because the Plaintiffs expressed  
24 concern about mold being present.

25 34. Later that same day, the Defendant SALLY GUTIERREZ contacted the Plaintiffs via  
26 email and stated that she will have an air testing company test for mildew, but if the results came  
27 back negative, the Plaintiffs would be responsible for paying for the test. The Plaintiffs did not  
28 agree to this as they are not the ones responsible for the water damage.

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.



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

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

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

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

14 63. Those repairs were not completed.

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

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

22 66. The Plaintiffs agreed to the maintenance request, and it was scheduled for November 16,  
23 2024.

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

28 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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**  
**(Tortious Breach of Warranty of Habitability)**

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."