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**IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION FOUR**

L.A. HOUSING OUTREACH, LLC

Plaintiff and Respondent,

v.

NATALIE MEDOFF,

Defendant and Appellant.

B341160

(Los Angeles County
Super. Ct. No.
23SMCV04542)

APPEAL from a judgment of the Superior Court of Los Angeles County, Mark A. Young, Judge. Affirmed.

Consumer Protection Network-LA, Onica Valle Cole for Defendant and Appellant.

Philip A. Metson, Esq.; Law Office of Bruce Adelstein, Bruce Adelstein for Plaintiff and Respondent.

L.A. Housing Outreach, LLC (L.A. Housing) acquired a rent-controlled apartment building in 2023. In response to appellant Natalie Medoff's (Medoff) refusal to vacate her unit, and based on its position that Medoff was an unapproved subtenant, L.A. Housing filed this action against Medoff for breach of written lease, ejectment, and fraud. After a bench trial, the trial court found in favor of L.A. Housing on all of its claims. The court awarded L.A. Housing damages and possession of the apartment unit.

On appeal, Medoff contends the trial court erred by:

- (1) precluding her from presenting an affirmative defense under Los Angeles's rent control statute, the Los Angeles Rent Stabilization Ordinance (LARSO; LAMC §§ 151 et seq.);
 - (2) finding that Medoff waived her right to a jury trial; and
 - (3) denying her request for a stay of execution of the judgment.
- We reject these arguments and affirm the judgment.

BACKGROUND¹

In 2003, Ross and Rebekka Helford (the Helfords) signed a lease to rent an apartment in a building on Pacific Avenue in Los Angeles (the building) owned by Hohman (the prior owner). The lease prohibited subleases or additional residents in the apartment without advance written consent of the owner of the building.

In June 2021, the Helfords purchased a condominium in Culver City and moved out of the apartment. On July 16, 2021, Ross Helford sent an email to the prior owner stating: "I wonder

¹ There was no court reporter at trial. The following facts are taken from the settled statement and the documentary evidence admitted at trial.

if it would be possible to add my cousin [Medoff] as a roommate, and how I might go about making that happen.” The prior owner’s representative responded: “Your cousin will need to apply and be approved and then can be added as an approved sub tenant. If/when you and Rebecca move, cousin would need to move as well.”

The Helfords, Medoff, and the prior owner then entered into a Sublease and Consent to Sublease dated October 11, 2021. It provided: Medoff has “no rights of a tenant” in the apartment; Medoff shall vacate the apartment when the Helfords no longer occupy the apartment as their principal or primary residence; and the landlord’s acceptance of rent from Medoff does not create nor constitute a tenancy with Medoff. Neither Medoff nor the Helfords notified the prior owner that the Helfords moved out of their apartment and into their condominium, leaving Medoff as the sole occupant of the apartment. Nor was there any evidence that the prior owner was aware, either before or after signing the sublease, of the Helfords’ move from the apartment.

In 2023, L.A. Housing entered into an agreement to purchase the building from the prior owner. As part of the sale, the prior owner obtained an Estoppel Certificate from all tenants in the building. The certificate that the Helfords and Medoff signed certified that they were “residents” and “in possession” of the apartment.

The Helfords continued to submit checks to the new owner, L.A. Housing, showing the Helfords’ address as the address of the apartment, even though they moved out nearly two years earlier.

Shortly after acquiring the building in 2023, L.A. Housing discovered that Medoff was the sole occupant of the apartment.

Thus, beginning in June 2023, L.A. Housing refused to cash the Helfords' rent checks.

In September 2023, L.A. Housing sued the Helfords and Medoff (collectively, the defendants) for breach of written lease, ejectment, and fraud. L.A. Housing moved for summary judgment or, in the alternative, summary adjudication. The trial court denied the motion. It agreed with L.A. Housing, however, to treat the motion as a motion in limine to preclude the defendants from presenting an affirmative defense under LARSO. The court provided the defendants an opportunity to file an opposition by April 15, 2024. The defendants did not file an opposition until April 29, 2024, the date of the hearing on the motion.

The trial court struck the defendants' opposition as untimely. After hearing oral argument from both sides, the court granted LA. Housing's motion on the grounds that the affirmative defense was not pled in defendants' answers to the complaint, and it "does not prevent the eviction of [Medoff]."

The trial was delayed numerous times to accommodate defendants' counsel, Onica Valle Cole, or because Cole failed to comply with court orders and was unprepared.² Finally, on July

² Examples of the delays include: (1) On April 29, 2024—a few days before the final status conference—Cole filed a notice of unavailability and request for a trial continuance; (2) On May 3, 2024 the court conducted the final status conference and noted Cole did not comply with the trial court's orders and set an Order to Show Cause Re: Imposition of Monetary Sanctions, continued the final status conference; and continued the trial to July 1, 2024; (3) On June 20, 2024, Cole filed a second notice of unavailability of counsel and request for continuance because she

25, 2024, the court called the case for trial. Neither defendants nor their counsel were present. The court therefore found, based upon defendants' counsel's failure to appear at 9:30 a.m., or in person at 1:30 p.m., defendants "waived their right to a jury trial pursuant to Code of Civil Procedure section 631(f)(1)."

Defendants' counsel appeared after L.A. Housing's only witness was sworn in (L.A. Housing's property manager). Counsel offered several reasons for her late appearance and requested a continuance, which the trial court denied.

The trial court heard testimony from L.A. Housing's witness and admitted several exhibits. Defendants presented no witnesses or exhibits. Based on the testimony and evidence admitted at trial, the court found defendants breached the lease and the sublease. It further found Medoff and Ross Helford committed fraud causing harm to L.A. Housing. The court awarded damages in favor of L.A. Housing in the amount of \$47,600; punitive damages against Medoff in the amount of \$11,500; and awarded possession of the apartment to L.A. Housing.

"will be announcing" ready for jury trial, on an unspecified date, in another case; (4) On July 1, 2024, Cole filed another notice of unavailability requesting a trial continuance to at least July 8, 2024 because of other matters; and (5) Also on July 1, 2024, L.A. Housing filed an unopposed ex parte application to postpone the trial to July 15, 2024, which the trial court granted, because Cole again failed to comply with the trial court's pretrial orders, including exchange of trial exhibits and preparation and filing of a witness list.

The trial court entered judgment in favor of L.A. Housing and against defendants. Medoff timely appealed from the judgment.³

DISCUSSION

I. Motion in Limine to Preclude the LARSO Defense

Medoff contends the trial court improperly excluded her affirmative defense under LARSO. She claims that under Los Angeles Municipal Code section 151.09(A), a tenant in a rent-controlled building can only be evicted for specifically enumerated reasons, none of which apply here according to Medoff. We are unpersuaded.

Despite her representation to the contrary in her opening brief on appeal, Medoff did not allege a LARSO defense in her answer. She therefore waived the defense. (See *Green v. Healthcare Services, Inc.* (2021) 68 Cal.App.5th 407, 415 (*Green*) [“An affirmative defense must be alleged in the answer or it is waived”].) And although the trial court has discretion to grant a party leave to amend a pleading (see *Hong Sang Market, Inc. v. Peng* (2018) 20 Cal.App.5th 474, 488), Medoff did not seek leave to amend her answer.

Moreover, even if Medoff had not waived the defense, it fails on the merits. A subtenant’s rights are “‘ ‘dependent upon and subject to the sublessor’s rights.’ ’ ” (*Syufy Enterprise, L.P. v. City of Oakland* (2002) 104 Cal.App.4th 869, 883.) “‘The rights of a subtenant are terminated, and the master landlord is entitled

³ We grant L.A. Housing’s motion to augment the record with a minute order, dated July 24, 2024, and the notice of appeal. (Cal. Rules of Court, Rule 8.155(a).)

to possession, when the master lease is terminated because of the tenant's default.' " (*Ibid.*)

Here, the tenants (the Helfords) vacated the apartment, without notifying the prior owner, when Medoff began living in the apartment. Under LARSO, a lease is terminated when the tenant vacates the premises. (See LAMC § 151.06(C)(1)(a) [“[t]he landlord may increase the maximum rent . . . to any amount upon re-rental of the unit in any of the following circumstances: ¶ the rental unit was vacated voluntarily”].)

The sublease also states that the subtenancy expires when the Helfords move out or they are no longer occupying the apartment as their primary residence. Because the Helfords vacated the apartment in June 2021, months before the sublease was signed, the lease terminated by its own terms and Medoff's subtenancy was invalid. L.A. Housing could also rescind the sublease based on the defendants' affirmative misrepresentation in the Estoppel Certificate that the Helfords still lived in the apartment. (See Civ. Code, § 1689, subd. (b)(1) [a party may rescind the contract if the consent of the party rescinding was obtained through fraud].) Medoff was, therefore, an unapproved subtenant subject to eviction under Los Angeles Municipal Code section 151.09A(7).

Medoff argues, without citation to authority, that the sublease created “contractual privity” between Medoff and the prior owner “since it was signed by both parties therefore making her an approved subtenant[.]” But this argument directly conflicts with the terms of the sublease (i.e., the subtenant shall have no rights of a tenant), and ignores the fact that the Helfords moved out the apartment, thus terminating the lease.

Accordingly, we conclude the trial court did not abuse its discretion by excluding Medoff's defense under LARSO.

II. Jury Trial Waiver

A party waives trial by jury by failing to appear at the trial. (Cal. Civ. Proc., § 631, subd. (f)(1).) Under section 631, subdivision (g), however, the court "may, in its discretion upon just terms, allow a trial by jury although there may have been a waiver of a trial by jury."

As discussed above, neither defendants nor their counsel were present in court when the court called the case for trial. Defendants' counsel appeared after L.A. Housing's first witness was sworn in to testify. Rather than requesting relief from the jury waiver, counsel made excuses for her late appearance, and requested a continuance. She first indicated she was engaged in a trial, but the trial court found that the record of that case did not support that conclusion. She then indicated she filed a request for accommodations for alleged physical disabilities, but no request was ever filed. The court nonetheless stated it would allow any accommodations she needed that did not fundamentally change the nature of court services, such as food and water at counsel's table and frequent bathroom breaks. The court then denied defendants' counsel's request for a continuance.

At the close of L.A. Housing's case, defendants called no witnesses. The minute order states: "The Court denies [counsel's] request to continue the trial so her clients/witnesses can be present. Considering the totality of the circumstances, the Court concludes that the witnesses are not present in an effort to further delay the proceedings. As stated, [counsel] arrived 20 minutes late for trial this afternoon after failing to appear at the

9:30 a.m. scheduled trial hearing. Upon her appearance, trial began with Plaintiff's sole witness. The Court gave [counsel] two breaks at which point she should have called her clients to have them appear, but she did not. In fact, [counsel] requested one break because of a concern with her speech, yet spent the entire break negotiating a potential settlement with another case and apparently did not call her clients/witnesses. [Counsel] also requested a trial continuance due to medical reasons, yet the Court learned that [counsel] was currently engaged in a mandatory settlement conference in another courtroom in Santa Monica. [Counsel] also claimed that she was currently engaged in a jury trial, but that was not accurate. Finally, in the previous weeks, [counsel] has repeatedly failed to comply with the Court's trial order, which appears to be an effort to delay the trial. Thus, the Court does not grant a continuance of the trial, and [counsel] rests."

The record does not indicate that defendants' counsel requested relief from the jury waiver. She has therefore forfeited the issue. (See *In re Marriage of Moore* (2024) 102 Cal.App.5th 1275, 1289 ["The failure to raise an issue in the trial court forfeits the claim of error on appeal"].) In any event, we discern no abuse of discretion. Medoff's counsel makes several assertions on appeal, including that it took her 20 minutes to get inside the courtroom based on her mobility issues, her disability affected her ability to arrive timely, and that she tried to send text messages to her clients, but Medoff did not receive the text messages. These assertions are not supported by any evidence in the record. We therefore disregard these alleged facts on appeal, and find no abuse of discretion. (See e.g. *Kendall v. Barker* (1988) 197 Cal.App.3d 619, 625.)

III. Stay of Execution

Medoff lastly contends the trial court improperly denied her post-judgment ex parte request for a stay of execution of the judgment. As she concedes, however, none of the documents related to the request (i.e., the ex parte request, the transcript of the hearing, or the trial court's order) are included in the record on appeal. Medoff thus failed to meet her burden to provide an adequate record to demonstrate any purported error. (See *Städel Art Museum v. Mulvihill* (2023) 96 Cal.App.5th 283, 292.)

Moreover, even if Medoff filed a motion to augment the record with these necessary documents—as she claimed she would in her opening brief—Medoff did not appeal from the post-judgment order. Accordingly, the order is beyond the scope of our review. (See e.g. *Pfeifer v. John Crane, Inc.* (2013) 220 Cal.App.4th 1270, 1317 [each appealable judgment and order must be expressly specified, either in a single notice of appeal or multiples notices, in order to be reviewable on appeal].)

IV. L.A. Housing's Motion to Strike Reply Brief and for Monetary Sanctions

After the completion of briefing, L.A. Housing filed a motion to strike Medoff's reply brief and for monetary sanctions on the ground that the majority of the case citations in the brief were incorrect in some significant way. On October 28, 2025, we issued an order to show cause why this court should not strike the reply brief and sanction Cole for filing a brief that violates both the California Rules of Court and her duty to read the legal authorities she cites in appellate briefs or any other court filings

to determine that the authorities stand for the propositions for which they are cited.

In response, Cole submitted a declaration in which she admitted the reply brief was filed “without [her] review” and that the citations in the brief “are not correctly used or summarized.” She then claims, somewhat inconsistently, that she did review the brief “to make sure the citations actually existed” but she did not check the final draft to “confirm that the citations were in fact correct.”⁴ To “improve her brief writing and appellate practice” Cole declares that she has “signed up for a CLE program that addresses appellate practice” and that she will join the Los Angeles Law Library.

Cole apparently attributes her failure to review the cases cited in the reply brief to her lack of appellate experience. But a lawyer’s duty to read the legal authorities cited in his or her briefs applies, of course, to all pleadings submitted in any court—not just the Court of Appeal. (*Noland v. Land of the Free, L.P.* (2025) 114 Cal.App.5th 426, 445 (*Noland*) [“To state the obvious, it is a fundamental duty of attorneys to *read* the legal authorities they cite in appellate briefs or any other court filings to determine that the authorities stand for the propositions for which they are cited”].)

⁴ At oral argument, Cole claimed for the first time that her paralegal filed the wrong version of the reply brief. Cole explained that her paralegal inadvertently submitted an earlier version of the brief, and the final version of the brief corrected all of the incorrect citations in the earlier draft. We find this new version of events, which is wholly inconsistent with Cole’s declaration filed in response to the OSC, not credible. We also deny Cole’s motion for leave to file a corrected reply brief submitted on the morning of oral argument.

We acknowledge Cole’s statement in her declaration that she did not intend to deceive the court. By submitting a brief in which the majority of the legal authorities do not stand for the propositions for which they are cited, however, Cole “fundamentally abdicated [her] responsibility to the court and to [her] client.” (*Noland, supra*, 114 Cal.App.5th at p. 445.)⁵

Accordingly, we grant L.A. Housing’s motion to strike the reply brief and for monetary sanctions. (See California Rules of Court, rules 8.204(a)(1)(B) & 8.276(a)(4) [the Rules of Court require parties to support each point in a brief, if possible, by citation to authority, and a court may impose sanctions for any unreasonable violation of the Rules of Court].)

Counsel for L.A. Housing requests \$5,070 based on an hourly rate of \$650, and 7.8 hours spent reviewing the reply brief, reading the cases cited, and drafting the motion for sanctions. We conclude both the hourly rate and hours spent are reasonable, and Cole does not argue otherwise. (See *Noland, supra*, 114 Cal.App.5th at p. 448 [court imposed a “conservative sanction” of \$10,000 on appellant’s counsel for filing appellate briefs replete with fabricated legal authority generated by artificial intelligence].)

⁵ For example, Cole cites *Green, supra*, 68 Cal.App.5th at p. 413 for the proposition that “stay denials [are] reversed for ignoring hardships.” In *Green*, the court affirmed a judgment in a wrongful death action. (*Id.* at p. 410.) The case has nothing to do with stays or grounds for reversing stay denials.

DISPOSITION

The judgment is affirmed. Medoff's purported appeal from the post-judgment order denying her ex parte request for a stay is dismissed for lack of jurisdiction.

Attorney Onica Valle Cole, also known as Onica Sherri Cole, State Bar Number 198383, is directed to pay \$5,070 in sanctions, payable to the Law Office of Bruce Adelstein, no later than 30 days after the remittitur is filed.

Pursuant to Business and Professions Code section 6086.7, subdivision (a)(3), the clerk of the court is ordered to forward a copy of this opinion to the State Bar upon return of the remittitur. Cole is ordered, within 15 days of the issuance of the remittitur, to provide a copy of this opinion to her client and to file a certification in this court that she has done so.

L.A. Housing is awarded its costs on appeal.

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TAMZARIAN, J.

We concur:

COLLINS, Acting P. J.

MORI, J.