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Superior Court Of California

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By: Cristina Grijakva, Deputy

5 Attorneys for Plaintiff, CHRISTINA ROBLE

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

BC 7 21 01 4

9 CHRISTINA ROBLE, an individual,

Case No.:

10 Plaintiff,

**COMPLAINT FOR DAMAGES
AND DEMAND FOR JURY TRIAL
FOR:**

11 vs.

12 LAWRENCE HSU, an individual;
THOMAS HILAL, an individual;
13 NOURMAND & ASSOCIATES, a
14 business entity, form unknown; and
DOES 1-25 inclusive.

1. BREACH OF CONTRACT;
2. BREACH OF IMPLIED
WARRANTY OF
HABITABILITY;
3. BREACH OF IMPLIED
COVENANT OF GOOD
FAITH AND FAIR DEALING;
4. CONSTRUCTIVE
EVICITION;
5. NEGLIGENCE;
6. NEGLIGENCE PER SE;
7. NEGLIGENT INFLICTION
OF EMOTIONAL DISTRESS;
8. INTENTIONAL INFLICTION
OF EMOTIONAL DISTRESS;
9. CONSTRUCTIVE FRAUD

15 Defendants

By Fax

20
21 Plaintiff CHRISTINA ROBLE alleges as follows:

22 1. Plaintiff CHRISTINA ROBLE (hereinafter "PLAINTIFF") is, and was at
23 all relevant times, an individual residing within the County of Los Angeles.
24 PLAINTIFF was a tenant arising out of a residential lease for a condominium owned
25 by Defendant LAWRENCE HSU ("Defendant HSU") and managed by Defendant
26 HSU's agents THOMAS HILAL ("Defendant HILAL") and NOURMAND &
27 ASSOCIATES ("Defendant NOURMAND").
28

1 2. Defendants HILAL and NOURMAND were, at all times relevant, acting
2 as the agent on behalf of, at the direction of, and in association with Defendant HSU.

3 3. PLAINTIFF is ignorant of the true names and capacities of defendants
4 named herein as Does 1 through 25, inclusive, and therefore sues said defendants by
5 such fictitious names. PLAINTIFF will amend this complaint to allege their true
6 names and capacities when ascertained. PLAINTIFF is informed and believes, and
7 upon the basis of such information and belief alleges, that each of the fictitiously
8 named defendants is an agent and employee of Defendant HSU, and proximately
9 caused PLAINTIFF's damages as herein alleged while acting in such capacity.

10 **STATEMENT OF FACTS COMMON TO ALL COUNTS**

11 4. PLAINTIFF is a 20-year old college student attending UCLA and
12 studying to pursue a double major in Psychology and Biology.

13 5. PLAINTIFF needed housing near campus so that she could easily walk to
14 her classes and also to live and study in a comfortable and healthy residential
15 environment.

16 6. On or about August 22, 2017, PLAINTIFF and Defendants entered into a
17 written residential lease agreement, whereby PLAINTIFF and two roommates became
18 the tenants and Defendant HSU became the landlord of a condominium at the address
19 of 10793 Ashton Avenue, #9, Los Angeles, CA.

20 7. Defendant NOURMAND is listed as the agent of Defendant HSU, with
21 Defendant HILAL acting as the agent of Defendant NOURMAND.

22 8. At all times relevant, Defendants NOURMAND and HILAL acted as the
23 property manager during communications with PLAINTIFF and her roommates.

24 9. At all times relevant, Defendants NOURMAND and HILAL undertook
25 actions consistent with holding themselves out to be the proper managers, including
26 but not limited to taking all calls and messages from PLAINTIFF and her roommates
27 regarding issues that needed to be addressed within the property and representing what
28 Defendants will or will not do to address such issues.

1 10. Therefore, all communications with Defendants NOURMAND and
2 HILAL served to act as communications with Defendant HSU as well, and Defendant
3 HSU is charged with all notices and knowledge of facts obtained by Defendants
4 NOURMAND and HILAL with respect to the property and lease.

5 11. The lease specifically obligates Defendants to be responsible for
6 necessary repairs to make the unit habitable.

7 12. On or about December 19, 2017, a main water pipe servicing both
8 PLAINTIFF's unit and at least one adjacent unit suffered a blockage.

9 13. Upon information and belief, the blockage was a result of the neighbors
10 stuffing baby wipes into the pipe.

11 14. This blockage caused water from the bar sink to flood the sink bowl and
12 water to leak into the wooden cabinet area and onto the wooden floors.

13 15. PLAINTIFF's roommate immediately notified Defendants NOURMAND
14 and HILAL via telephone.

15 16. Defendant HILAL told her he was on vacation and could not address the
16 situation himself.

17 17. The roommate's notifying Defendants NOURMAND and HILAL via
18 telephone serves as notification to Defendant HSU.

19 18. Despite Defendant HILAL's vacation, Defendants failed to set up any
20 procedures for back-up handling of urgent servicing/maintenance issues during
21 HILAL's vacation, which resulted in nothing being done to fix this problem in a
22 prompt and reasonable manner.

23 19. As a result, on December 19, 2017, the pipe backed up to the point that
24 water filled the sink bowl and overflowed into the wooden sink cabinet and onto the
25 hardwood floors.

26 20. A plumber was not hired to fix the problem until December 22, 2017,
27 which resulted in the water overflowing for approximately three full days.

28

1 21. Defendants failed to hire anyone to clean the water that had flooded into
2 the wooden sink cabinet and onto the hardwood floors.

3 22. Therefore, PLAINTIFF and her roommates were left to attempt to clean
4 the water themselves, which they did by attempting to soak up as much water as
5 possible with towels.

6 23. However, Defendants failed to undertake any action to dehumidify and
7 repair the wood that had now been saturated by the flooded water.

8 24. The plumber who fixed this leak specifically advised that the wood would
9 warp due to humidity rising from under the now saturated floor panels, and he
10 specifically recommended a resealing restoration to the floors before warping to
11 prevent such a problem.

12 25. The plumber gave a copy of the invoice to both PLAINTIFF and
13 Defendants, which means Defendants were placed on explicit notice of the plumber's
14 advice both verbally and in writing.

15 26. However, Defendants knowingly and intentionally disregarded the
16 plumber's advice by failing to take any action to prevent further saturation and
17 warping of the wooden floors.

18 27. Defendants knew the unit had conditions prone to mold, in part because
19 Defendants specifically included a mold addendum to the lease agreement that notifies
20 all parties of the circumstances rendering the unit prone to mold, which is required by
21 Health & Safety Code § 26147 anytime a landlord knows or has reasonable cause to
22 know that mold is present that exceeds permissible limits and is likely to pose a health
23 threat.

24 28. Furthermore, the mold addendum shows that Defendants had explicit
25 knowledge that mold can grow if moisture is allowed to accumulate and even with a
26 small amount of moisture.

27 29. The mold addendum charges the tenants with the obligation to
28 immediately report to Defendants the existence of any conditions that are known to

1 result in the consequence of mold growth, such as leaks, overflows of water,
2 dampness, and moisture and to immediately clean any visible moisture.

3 30. The mold addendum does not limit liability of Defendants for mold that
4 grows unless PLAINTIFF and her roommates fail to abide by the obligations of tenants
5 in the mold addendum, which means Defendants were at all times obligated to
6 undertake any and all reasonable efforts to prevent mold upon notice of tenants of
7 leaks, overflows, and water intrusion in order to ensure the unit remained habitable.

8 31. Moreover, the mold addendum does not obligate tenants to hire any
9 professional service providers to fix such issues as water intrusion, leaking, or
10 overflowing from pipes or appliances, which means that obligation has always
11 remained exclusively upon Defendants.

12 32. Furthermore, Cal. Health & Safety Code § 17920.3 specifically codifies
13 that visible mold and/or dampness render a housing unit substandard and, therefore,
14 uninhabitable, and specifically charges the landlord with preventing mold growth in
15 areas suffering water damage and in damp areas.

16 33. Therefore, Defendants were on notice that they should have acted quickly
17 to remedy the water damage to the hardwood floors in order to prevent mold growth.

18 34. However, Defendants failed to take any reasonable action to remedy the
19 water build up in the unit and water soaking into the hardwood floors, and instead
20 completely ignored the problem for an excessive and unreasonable amount of time.

21 35. As noted above, PLAINTIFF and her roommates immediately notified
22 Defendants of water leaks, overflow, and warped floors due to water saturation, which
23 was also noticed to Defendants by the plumber, yet Defendants failed to undertake any
24 action to clean the water to prevent mold growth.

25 36. Moreover, despite immediate notification to Defendants on December 19,
26 2017 of the backed up bar sink, Defendants failed to immediately hire a plumber to fix
27 the leak, which permitted the sink to continue to back up and overflow for an
28 unreasonable period of time.

1 37. As a direct result of Defendants allowing water to saturate the wooden
2 sink cabinet and the hardwood floors, mold did in fact grow in the wooden sink cabinet
3 and under the hardwood floors.

4 38. Thereafter, on January 29, 2018, PLAINTIFF's roommate sent an email to
5 Defendants reminding them that the plumber specifically advised that the wood floors
6 would warp and that the plumber recommended a resealing restoration to the floors to
7 prevent warping due to humidity rising from the floor panels, and in this email
8 PLAINTIFF's roommate specifically informed Defendants that the floors had in fact
9 warped and specifically requested that the warped floors be given attention because the
10 warping had caused the floors to become uneven and served to be a hazard to the
11 tenants.

12 39. On January 30, 2018, HILAL sent a reply that specifically acknowledged
13 the complaint about warped flooring and stated, "we should be able to get this repaired
14 for you."

15 40. However, Defendants did not take any action at all with respect to the
16 warped floors until May 25, 2018, as discussed further below.

17 41. On March 30, 2018, PLAINTIFF sent an email to Defendants specifically
18 advising them that the floor boards were still warped from the December 2017
19 flooding and highlighting their utter failure to restore the hardwood floors as
20 recommended by the plumber, and that the warping of the floors had created dangerous
21 and hazardous conditions.

22 42. Despite being notified of the warped floors on January 29, 2018 and
23 March 30, 2018, Defendants failed to fix the floors until May 25, 2018.

24 43. Furthermore, the kitchen sink pipe also began to leak on April 4, 2018,
25 which caused water to leak into the wooden cabinet and onto the hardwood floors.

26 44. PLAINTIFF's roommate sent an email to Defendants on April 4, 2018
27 specifically notifying them of the kitchen sink pipe leaking and causing water to
28 puddle in the cabinet and on the hardwood floor.

1 45. However, despite full knowledge of the kitchen sink leak since April 4,
2 2018, which came after Defendants already had full knowledge of the flooding from
3 the leak in December 2017, Defendants failed to undertake any action at all to fix the
4 kitchen sink leak until May 23, 2018, after they had already learned of the presence of
5 mold the day prior.

6 46. By failing to hire a plumber to fix the kitchen sink leak until May 23,
7 2018, Defendants knowingly caused water to continue to leak under the sink and into
8 the wooden cabinet and onto the wooden floors for 7 weeks.

9 47. By email dated May 2, 2018, Defendant HILAL acknowledged that
10 Defendants were notified by the plumber in December 2017 that the floors would
11 warp, but falsely claimed that they did not know the floors had actually warped until
12 March of 2017.

13 48. However, Defendant HILAL's claim that they did not know the floors had
14 warped until March of 2017 is undeniably false, because an email sent to HILAL dated
15 January 29, 2018 unequivocally informed him of this fact.

16 49. Because Defendants were notified by the plumber on December 12, 2017
17 that the floors would warp, Defendants therefore were obligated to take action to
18 inspect the wood floors to prevent such warping.

19 50. Had Defendants undertaken any action to inspect the wood floors to
20 prevent warping after being notified of the same by the plumber, then Defendants
21 would have either prevented or discovered the mold at least in December 2017, which
22 would have allowed Defendants to remedy the mold before any further damage could
23 be done to PLAINTIFF's health.

24 51. Despite full knowledge of both incidents of water leaks and flooding,
25 Defendants failed to have the wood floors inspected for potential mold growth until
26 May 22, 2018, after PLAINTIFF demanded such inspection on May 13, 2018.

27 52. Had PLAINTIFF not demanded a mold inspection, Defendants would
28 have not undertaken one on their own.

1 53. The inspection on May 22, 2018 confirmed the presence of multiple types
2 of mold growth under the hardwood flooring, the bar cabinet, and the kitchen sink
3 cabinet.

4 54. The mold testing report indicates that the presence of mold was
5 “significant”, the mold was visible, and that mold remediation was required.

6 55. The mold testing report further advises that mold contamination was
7 visible in both the bar sink cabinet and the kitchen sink cabinet, and that there was wet
8 and buckled hardwood floors around and in front of both sink cabinets, which confirms
9 that Defendants could have detected the mold and circumstances of mold much earlier
10 had they taken action upon first being notified of the leaks in December 2017 and
11 April 2018, and also placed on explicit notice of the floor warping in January 2018.

12 56. However, Defendants did not replace the wood until May 25, 2018.

13 57. As a result of Defendants’ failure to undertake any reasonable action upon
14 being notified of the circumstances, Defendants therefore allowed mold to fester and
15 grow to the point where it caused significant health problems for PLAINTIFF.

16 58. On or about June 25, 2018, PLAINTIFF was diagnosed with Chronic
17 Inflammatory Response Syndrome, otherwise commonly known as “mold disease”.

18 59. PLAINTIFF frequently suffers dizziness, weariness, loss of attention,
19 fatigue, loss of breath, vomiting, intestinal issues, wheezing, inability to sleep, hot
20 flashes/sweating, cold sweats, hair loss, abdominal pain, nausea, swelling of the eyes
21 and face causing pain, delayed reaction, brain function impairment, mood swings,
22 feelings of sadness and despair, loss of energy, loss of strength, headaches, inability to
23 breath freely, among others, all of which are common symptoms of “mold disease”.

24 60. PLAINTIFF has also lost approximately 50 pounds of body weight as a
25 result of her illness.

26 61. All of the above medical issues caused to suffer in her academic work,
27 losing the ability to focus on her studies, and has also caused her to suffer loss of social
28 time with her friends.

1 62. Moreover, PLAINTIFF's employment suffered, because the chronic
2 fatigue and other medical issues first caused PLAINTIFF to have to reduce her hours at
3 her on-campus job from 20 hours per week to 12 hours per week, and then eventually
4 quit entirely.

5 63. PLAINTIFF was also forced to throw away virtually all of her personal
6 belongings, including her bed, clothes, school text books, and school supplies, and
7 replace them with new items that were not infected with mold spores, and has also
8 been forced to pay more in monthly rent after moving out of DEFENDANTS' mold-
9 infested unit, all of which has caused PLAINTIFF to suffer financial loss at
10 approximately \$15,000.00.

11 64. PLAINTIFF will continue to incur financial loss as a result of having to
12 pay more per month for monthly rent.

13 65. PLAINTIFF has also suffered financial loss as a result of medical
14 expenses for doctor's visits, prescription medication, and transportation to and from
15 doctor's visits, and anticipates having to continue incurring such expenses indefinitely.

16 66. In May of 2017, PLAINTIFF specifically advised Defendants that she had
17 been suffering various medical issues that comprised of typical symptoms of mold
18 disease.

19 67. In June of 2017, PLAINTIFF specifically advised Defendants that she had
20 been diagnosed with mold disease.

21 68. On June 18, 2017, Defendant HSU specifically indicated that he would
22 reimburse PLAINTIFF for her medical expenses so long as she would send him the
23 receipts for payments and the doctor's name and contact information so that he could
24 verify the payments had been made.

25 69. Defendant HSU did not place any limitation on the amount that he would
26 reimburse.

1 70. In fact, Defendant HSU has failed to pay any amount to PLAINTIFF for
2 her medical expenses to date, despite her sending to him receipts and also providing
3 him with the doctor's name and contact information as he requested.

4 71. In fact, on June 21, 2017, Defendant HSU scolded PLAINTIFF for simply
5 asking him to reimburse her (as he had already promised) and he claimed that he had
6 already gone above and beyond what would be expected of his duties to her and he
7 insisted that she sign a release and waiver of claims against him and refused to pay
8 anything more than \$750.00 despite PLAINTIFF's receipts showing that the medical
9 expenses would far exceed that amount.

10 72. After it became apparent that Defendant HSU was not going to actually
11 follow through on his promise to reimburse PLAINTIFF for her medical expenses, she
12 ceased any further communication with him.

13 73. Upon information and belief, Defendants' singular motivation in failing to
14 promptly and immediately fix the leak and overflow in December 2017, failing to
15 clean the water that had accumulated therefrom, failed to immediately and promptly
16 restore the hardwood floors upon notice of warping on January 29, 2018, and failing to
17 promptly and immediately fix the leaking sink in April of 2018 was to save money by
18 not having to incur the costs for such matters.

19 74. As a result of the property not being suitable for habitation, as described
20 above, PLAINTIFF and her roommates had no choice but to vacate the premises in
21 June of 2018.

22 75. By letter dated August 20, 2018, PLAINTIFF specifically requested that
23 Defendants agree to mediation, as required by the lease agreement prior to initiation of
24 litigation in court.

25 76. However, Defendants have refused PLAINTIFF's offer of mediation.

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28 ///

1 **FIRST CAUSE OF ACTION**
2 **(FOR BREACH OF CONTRACT AGAINST ALL DEFENDANTS AND DOES 1**
3 **THROUGH 25, INCLUSIVE)**

4 77. PLAINTIFF refers to, and incorporates by reference as though fully set
5 forth, paragraphs 1 through 76 herein.

6 78. As a result of Defendants' and DOES 1-25's numerous failures to
7 immediately hire professional service providers to fix the water
8 leaks/intrusions/overflows and to immediately clean up the water and to immediately
9 restore the saturated wood so as to prevent mold growth, which did in fact result in
10 mold growing in and behind the wooden sink cabinets and under the hardwood floors,
11 Defendants therefore breached the written agreement.

12 79. Furthermore, Defendant HSU and PLAINTIFF entered into a written
13 agreement for him to reimburse PLAINTIFF for her full medical expenses via email,
14 yet Defendant HSU breached this agreement on June 21, 2017 when he refused to pay
15 for PLAINTIFF's full medical expenses and refused to pay for anything more than
16 \$750.00 even though the receipts confirm the full medical expenses will far exceed that
17 amount.

18 80. Defendants were on notice that the property was prone to mold growth, as
19 evidence by their own mold addendum.

20 81. As a result, when Defendants were notified on December 19, 2017 of the
21 water overflow, Defendants knew that mold was likely to grow.

22 82. Moreover, when Defendants were notified on January 29, 2018 that the
23 wood floors had warped due to saturation, Defendants knew that mold was likely to
24 grow.

25 83. Moreover, when Defendants were notified on April 4, 2018 of the kitchen
26 sink leaking, Defendants knew that mold was likely to grow.

27 84. However, Defendants' utter failure to take reasonable and prompt action
28 to prevent mold growth after each incident directly caused mold growth and operated
as a substantial breach of the contract.

1 95. As a result, when Defendants were notified on December 19, 2017 of the
2 water overflow, Defendants knew that mold was likely to grow.

3 96. Moreover, when Defendants were notified on January 29, 2018 that the
4 wood floors had warped due to saturation, Defendants knew that mold was likely to
5 grow.

6 97. Moreover, when Defendants were notified on April 4, 2018 of the kitchen
7 sink leaking, Defendants knew that mold was likely to grow.

8 98. However, Defendants' utter failure to take reasonable and prompt action
9 to prevent mold growth after each incident directly caused mold growth and operated
10 as a substantial breach of the implied warranty of habitability.

11 99. Consequently, PLAINTIFF has suffered economic and medical injuries,
12 and other damages unknown at this time but which PLAINTIFF will seek leave of the
13 Court to amend this complaint at the time of trial.

14 100. The defects were not caused by PLAINTIFF or any other tenant.

15 101. Defendants' breach diminished the value of the contract rent in excess of
16 60%, which means Defendants must reimburse to PLAINTIFF all monies paid for rent.

17 102. At a minimum, Defendants must reimburse PLAINTIFF for the difference
18 in value of the rents paid versus what the value of the property was with such
19 substantial defects.

20 103. As of January 29, 2018, Defendants explicitly knew the floors had
21 warped, and explicitly knew the property had circumstances prone to mold growth, yet
22 consciously and willfully disregarded the plumber's advice from December 2017 to
23 clear the moisture and restore the wood, which directly resulted in the mold growth,
24 and acted as despicable conduct subjecting PLAINTIFF to cruel and unjust hardship in
25 conscious disregard of the rights of PLAINTIFF.

26 104. Furthermore, despite Defendants' explicit knowledge of the floors having
27 warped and explicitly knew the property had circumstances prone to mold growth, yet
28 failed to undertake any action at all to fix the leaking kitchen sink after being notified
of such on April 4, 2018, which further directly resulted in the mold growth, and acted

1 as despicable conduct subjecting PLAINTIFF to cruel and unjust hardship in conscious
2 disregard of the rights of PLAINTIFF.

3 105. Therefore, Defendants' failure to maintain the premises in a condition
4 good and fit for human occupation was oppressive and malicious within the meaning
5 of *Civil Code* Section 3294 in that it subjected PLAINTIFF to cruel and unjust
6 hardship and willful and conscious disregard of PLAINTIFF's rights and safety,
7 thereby entitling PLAINTIFF to an award of punitive damages.

8 **THIRD CAUSE OF ACTION**
9 **(FOR BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR**
10 **DEALING AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 25,**
11 **INCLUSIVE)**

12 106. PLAINTIFF refers to, and incorporates by reference as though fully set
13 forth, paragraphs 1 through 105, herein.

14 107. In every contract, there is an implied covenant that each party act in good
15 faith and fair dealing to each other.

16 108. As a result of Defendants' and DOES 1-25's numerous failures to
17 immediately hire professional service providers to fix the water
18 leaks/intrusions/overflows and to immediately clean up the water and to immediately
19 restore the saturated wood so as to prevent mold growth, which did in fact result in
20 mold growing in and behind the wooden sink cabinets and under the hardwood floors,
21 Defendants therefore breached the implied warranty of habitability.

22 109. Defendants were on notice that the property was prone to mold growth, as
23 evidence by their own mold addendum.

24 110. As a result, when Defendants were notified on December 19, 2017 of the
25 water overflow, Defendants knew that mold was likely to grow.

26 111. Moreover, when Defendants were notified on January 29, 2018 that the
27 wood floors had warped due to saturation, Defendants knew that mold was likely to
28 grow.

112. Moreover, when Defendants were notified on April 4, 2018 of the kitchen
sink leaking, Defendants knew that mold was likely to grow.

1 113. However, Defendants' utter failure to take reasonable and prompt action
2 to prevent mold growth after each incident directly caused mold growth and operated
3 as a substantial breach of the implied covenant of good faith and fair dealing.

4 114. The defects were not caused by PLAINTIFF or any other tenant.

5 115. Furthermore, Defendant HSU breached this covenant on June 21, 2017
6 when he refused to pay for PLAINTIFF's full medical expenses and refused to pay for
7 anything more than \$750.00 even though the receipts confirm the full medical
8 expenses will far exceed that amount.

9 116. Consequently, PLAINTIFF has suffered economic and medical injuries,
10 and other damages unknown at this time but which PLAINTIFF will seek leave of the
11 Court to amend this complaint at the time of trial.

12 **FOURTH CAUSE OF ACTION**
13 **(FOR CONSTRUCTIVE EVICTION AGAINST ALL DEFENDANTS and**
14 **DOES 1 THROUGH 25, INCLUSIVE)**

15 117. PLAINTIFF refers to, and incorporates by reference as though fully set
16 forth, paragraphs 1 through 116, herein.

17 118. As a proximate result of Defendants' failures to immediately hire
18 professional service providers to fix the water leaks/intrusions/overflows and to
19 immediately clean up the water and to immediately restore the saturated wood so as to
20 prevent mold growth in December of 2017, which did in fact result in mold growing in
21 and behind the wooden sink cabinets and under the hardwood floors, PLAINTIFF and
22 her roommates were constructively evicted in December of 2017 prior to the expiration
23 of the lease term.

24 119. As a result, all monies paid to Defendants for rent in the months of
25 January 2018 to June 2018 were unlawful and must be reimbursed.

26 120. Furthermore, as a proximate result of Defendants' failures to immediately
27 hire professional service providers to fix the water leaks/intrusions/overflows and to
28 immediately clean up the water and to immediately restore the saturated wood so as to
prevent mold growth in December of 2017, which did in fact result in mold growing in

1 and behind the wooden sink cabinets and under the hardwood floors, PLAINTIFF and
2 her roommates were constructively evicted in April of 2018 prior to the expiration of
3 the lease term.

4 121. As a result, all monies paid to Defendants for rent in the months of May
5 2018 to June 2018 were unlawful and must be reimbursed.

6 122. Furthermore, PLAINTIFF and her roommates were forced to vacate the
7 premises in June of 2018 out of concerns for their own health and safety, prior to the
8 expiration of the lease term that should have gone until August 22, 2018, which has
9 caused PLAINTIFF to suffer financial loss by way of higher rent payments each month
10 than she otherwise expected to pay.

11 123. Defendants' breach diminished the value of the contract rent in excess of
12 60%, which means Defendants must reimburse to PLAINTIFF all monies paid for rent.

13 124. At a minimum, Defendants must reimburse PLAINTIFF for the difference
14 in value of the rents paid versus what the value of the property was with such
15 substantial defects.

16 125. As of January 29, 2018, Defendants explicitly knew the floors had
17 warped, and explicitly knew the property had circumstances prone to mold growth, yet
18 consciously and willfully disregarded the plumber's advice from December 2017 to
19 clear the moisture and restore the wood, which directly resulted in the mold growth,
20 and acted as despicable conduct subjecting PLAINTIFF to cruel and unjust hardship in
21 conscious disregard of the rights of PLAINTIFF.

22 126. Furthermore, despite Defendants' explicit knowledge of the floors having
23 warped and explicitly knew the property had circumstances prone to mold growth, yet
24 failed to undertake any action at all to fix the leaking kitchen sink after being notified
25 of such on April 4, 2018, which further directly resulted in the mold growth, and acted
26 as despicable conduct subjecting PLAINTIFF to cruel and unjust hardship in conscious
27 disregard of the rights of PLAINTIFF.

28 127. Defendants' failure to maintain the premises in a condition good and fit
for human occupation was oppressive and malicious within the meaning of *Civil Code*

1 Section 3294 in that it subjected PLAINTIFF to cruel and unjust hardship and willful
2 and conscious disregard of PLAINTIFF's rights and safety, thereby entitling
3 PLAINTIFF to an award of punitive damages.

4 **FIFTH CAUSE OF ACTION**
5 **(FOR NEGLIGENCE AGAINST ALL DEFENDANTS and DOES 1 THROUGH**
6 **25, INCLUSIVE)**

7 128. PLAINTIFF refers to, and incorporates by reference as though fully set
8 forth, paragraphs 1 through 127, herein.

9 129. Defendants owed a duty to PLAINTIFF to provide a safe and habitable
10 environment, and to fix and repair all defects likely to result in mold growth.

11 130. As a proximate result of Defendants' failures to immediately and
12 promptly hire professional service providers to fix the water
13 leaks/intrusions/overflows and to immediately clean up the water and to immediately
14 restore the saturated wood so as to prevent mold growth in December of 2017, which
15 did in fact result in mold growing in and behind the wooden sink cabinets and under
16 the hardwood floors, PLAINTIFF has suffered emotional and physical harm, in
17 addition to out of pocket financial loss.

18 131. As a proximate result of Defendants' failures to immediately and
19 promptly hire professional service providers to immediately restore the saturated wood
20 so as to prevent mold growth in January of 2018, which did in fact result in mold
21 growing in and behind the wooden sink cabinets and under the hardwood floors,
22 PLAINTIFF has suffered emotional and physical harm, in addition to out of pocket
23 financial loss.

24 132. As a proximate result of Defendants' failures to immediately and
25 promptly hire professional service providers to fix the water
26 leaks/intrusions/overflows and to immediately clean up the water and to immediately
27 restore the saturated wood so as to prevent mold growth in April of 2018, which did in
28 fact result in mold growing in and behind the wooden sink cabinets and under the

1 hardwood floors, PLAINTIFF has suffered emotional and physical harm, in addition to
2 out of pocket financial loss.

3 133. Defendants' failure to maintain the premises in a condition good and fit
4 for human occupation was oppressive and malicious within the meaning of *Civil Code*
5 Section 3294 in that it subjected PLAINTIFF to cruel and unjust hardship and willful
6 and conscious disregard of PLAINTIFF's rights and safety, thereby entitling
7 PLAINTIFF to an award of punitive damages.

8 **SIXTH CAUSE OF ACTION**
9 **(FOR NEGLIGENCE PER SE AGAINST ALL DEFENDANTS and DOES 1**
10 **THROUGH 25, INCLUSIVE)**

11 134. PLAINTIFF refers to, and incorporates by reference as though fully set
12 forth, paragraphs 1 through 133, herein.

13 135. Defendants owed a duty by statute, including but not limited to Health and
14 Safety Code § 17920.3, to PLAINTIFF to provide a safe and habitable environment.

15 136. As a proximate result of Defendants' failures to immediately and
16 promptly hire professional service providers to fix the water
17 leaks/intrusions/overflows and to immediately clean up the water and to immediately
18 restore the saturated wood so as to prevent mold growth in December of 2017, which
19 did in fact result in mold growing in and behind the wooden sink cabinets and under
20 the hardwood floors, PLAINTIFF has suffered emotional and physical harm, in
21 addition to out of pocket financial loss.

22 137. As a proximate result of Defendants' failures to immediately and
23 promptly hire professional service providers to immediately restore the saturated wood
24 so as to prevent mold growth in January of 2018, which did in fact result in mold
25 growing in and behind the wooden sink cabinets and under the hardwood floors,
26 PLAINTIFF has suffered emotional and physical harm, in addition to out of pocket
27 financial loss.

28 138. As a proximate result of Defendants' failures to immediately and
promptly hire professional service providers to fix the water

1 leaks/intrusions/overflows and to immediately clean up the water and to immediately
2 restore the saturated wood so as to prevent mold growth in April of 2018, which did in
3 fact result in mold growing in and behind the wooden sink cabinets and under the
4 hardwood floors, PLAINTIFF has suffered emotional and physical harm, in addition to
5 out of pocket financial loss.

6 139. Defendants' failure to maintain the premises in a condition good and fit
7 for human occupation was oppressive and malicious within the meaning of *Civil Code*
8 Section 3294 in that it subjected PLAINTIFF to cruel and unjust hardship and willful
9 and conscious disregard of PLAINTIFF's rights and safety, thereby entitling
10 PLAINTIFF to an award of punitive damages.

11 **SEVENTH CAUSE OF ACTION**
12 **(FOR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS AGAINST**
13 **ALL DEFENDANTS and DOES 1 THROUGH 25, INCLUSIVE)**

14 140. PLAINTIFF refers to, and incorporates by reference as though fully set
15 forth, paragraphs 1 through 139, herein.

16 141. Defendants owed a duty by statute, including but not limited to Health and
17 Safety Code § 17920.3, to PLAINTIFF to provide a safe and habitable environment.

18 142. As a proximate result of Defendants' failures to immediately and
19 promptly hire professional service providers to fix the water
20 leaks/intrusions/overflows and to immediately clean up the water and to immediately
21 restore the saturated wood so as to prevent mold growth in December of 2017, which
22 did in fact result in mold growing in and behind the wooden sink cabinets and under
23 the hardwood floors, PLAINTIFF has suffered emotional and physical harm, in
24 addition to out of pocket financial loss.

25 143. As a proximate result of Defendants' failures to immediately and
26 promptly hire professional service providers to immediately restore the saturated wood
27 so as to prevent mold growth in January of 2018, which did in fact result in mold
28 growing in and behind the wooden sink cabinets and under the hardwood floors,

1 PLAINTIFF has suffered emotional and physical harm, in addition to out of pocket
2 financial loss.

3 144. As a proximate result of Defendants' failures to immediately and
4 promptly hire professional service providers to fix the water
5 leaks/intrusions/overflows and to immediately clean up the water and to immediately
6 restore the saturated wood so as to prevent mold growth in April of 2018, which did in
7 fact result in mold growing in and behind the wooden sink cabinets and under the
8 hardwood floors, PLAINTIFF has suffered emotional and physical harm, in addition to
9 out of pocket financial loss.

10 145. Defendants' failure to maintain the premises in a condition good and fit
11 for human occupation was oppressive and malicious within the meaning of *Civil Code*
12 Section 3294 in that it subjected PLAINTIFF to cruel and unjust hardship and willful
13 and conscious disregard of PLAINTIFF's rights and safety, thereby entitling
14 PLAINTIFF to an award of punitive damages.

15 **EIGHTH CAUSE OF ACTION**

16 **(FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS AGAINST**
17 **ALL DEFENDANTS and DOES 1 THROUGH 25, INCLUSIVE)**

18 146. PLAINTIFF refers to, and incorporates by reference as though fully set
19 forth, paragraphs 1 through 145, herein.

20 147. Defendants owed a duty by statute, including but not limited to Health and
21 Safety Code § 17920.3, to PLAINTIFF to provide a safe and habitable environment.

22 148. As a proximate result of Defendants' failures to immediately and
23 promptly hire professional service providers to fix the water
24 leaks/intrusions/overflows and to immediately clean up the water and to immediately
25 restore the saturated wood so as to prevent mold growth in December of 2017, which
26 did in fact result in mold growing in and behind the wooden sink cabinets and under
27 the hardwood floors, PLAINTIFF has suffered emotional and physical harm, in
28 addition to out of pocket financial loss.

1 155. By virtue of the landlord-tenant relationship, Defendants were in such a
2 special relationship with PLAINTIFF that they owed fiduciary duties to her and her
3 roommates to provide safe and habitable living conditions and to promptly and
4 immediately undertake all repairs necessary to provide such living conditions.

5 156. PLAINTIFF relied upon this relationship and duties owed to her by
6 Defendants to her detriment by continuing to reside within the unit and believing that
7 Defendants would follow through on their obligations to undertake all repairs
8 necessary to provide such living conditions.

9 157. By failing to undertake actions to promptly and immediately remedy the
10 leak and overflow of water in December 2017, Defendants breached their duties.

11 158. By failing to promptly restore the hardwood floors upon being noticed of
12 such condition on January 29, 2018, Defendants breached their duties.

13 159. By failing to promptly and immediately remedy the leak of water in April
14 2018, Defendants breached their duties.

15 160. Furthermore, Defendant HILAL's false promise on January 30, 2018 to
16 remedy the problem with the hardwood floors amounts to fraud.

17 161. At a minimum, Defendants' culpable conduct qualifies as acts or
18 omissions that show a reckless disregard for their duties to PLAINTIFF in
19 circumstances in which they were aware, or should have been aware, in the ordinary
20 course of performing a their duties, of a risk of serious injury to PLAINTIFF.

21 162. Said conduct was financially motivated and/or intentional, and Defendants
22 acted despicably and with fraud, recklessness, oppression, and malice, such that
23 PLAINTIFF is entitled to an award of punitive damages, in a sum according to proof at
24 trial.

PRAYER FOR RELIEF

25 WHEREFORE, Plaintiff prays that judgment be entered against Defendants in
26 favor of Plaintiff, and Plaintiff be awarded damages as follows:

27 1. Compensatory damages in the amount of \$3,500,000.00, or as the jury may
28 allow, subject to proof at jury trial, jointly and severally against all Defendants;

