

1 RAHMAN POPAL, SBN 302371
2 MARTIN HARRIS, SBN 343630
3 THE LAW FIRM FOR TENANT RIGHTS, INC.
4 1390 Market Street, Suite 200
5 San Francisco, California 94102
6 Telephone: (866) 303-7267
7 Facsimile: (628) 226-1482

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Superior Court of California,
County of San Francisco

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8 *Attorneys for Plaintiffs GLORIA DUARTE, MANUEL LOBOS, and JESUS ROMERO*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

CGC-25-630258

11 GLORIA DUARTE, MANUEL LOBOS, and
12 JESUS ROMERO

13 Plaintiffs,

14 v.

15 SF MISSION TIERRA, LLC, RICHARD LIU,
16 HENRY YEUNG, and DOES 1 through 10,

17 Defendants.

Case No.:

(Unlimited Civil Case)

COMPLAINT FOR:

- (1) NEGLIGENCE;
- (2) WRONGFUL EVICTION IN VIOLATION OF THE SAN FRANCISCO RENT ORDINANCE;
- (3) CONSTRUCTIVE EVICTION;
- (4) TENANT HARASSMENT IN VIOLATION OF THE SAN FRANCISCO RENT ORDINANCE;
- (5) BREACH OF CONTRACT;
- (6) NUISANCE;
- (7) UNFAIR BUSINESS PRACTICES;
- (8) TRESPASS;
- (9) ELDER ABUSE;
- (10) VIOLATION OF CIVIL CODE § 1942.4.

22 Plaintiffs GLORIA DUARTE, MANUEL LOBOS, and JESUS ROMERO allege:

23 ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

24 1. Plaintiffs GLORIA DUARTE (“DUARTE”) and JESUS ROMERO (“ROMERO”)
25 resided at 2782 Folsom Street, Apartment 3, San Francisco, for approximately 30 years before the
26 fire that led to their displacement on May 3, 2025. Plaintiff MANUEL LOBOS (“LOBOS”)
27 resided at 2782 Folsom Street, Apartment 1, San Francisco, for approximately 26 years before the
28 fire that led to his displacement on May 3, 2025. The Plaintiffs resided in the same building

commonly referred to as 2782-2786 Folsom Street, San Francisco, a multi-unit apartment building with approximately six residential units and additional accessory dwelling units currently being built (the “Subject Property”). The Subject Property was built in 1900 and thus protected by the rent ceiling limitations and eviction protections of the San Francisco Rent Ordinance.

2. Defendant SF MISSION TIERRA LLC (“MISSION LLC”) owned the Subject Property at all relevant times herein. Defendants MISSION LLC and DOES 1 through 5 may be collectively called “Owner Defendants.”

3. Defendant RICHARD LIU (“LIU”) managed the Subject Property throughout the Plaintiffs’ tenancies, including at the time of the fire on May 3, 2025.

4. Defendant HENRY YUENG (“YEUNG”) managed repairs to the Subject Property during relevant times as indicated herein and as MISSION LLC’s agent communicated with the City of San Francisco regarding the various Notices of Violation issued on the property during the Plaintiff’s tenancies.

5. Defendants LIU, YEUNG, and DOES 1 through 10 may be collectively called “Management Defendants.”

6. Plaintiffs are ignorant of the true names, involvement, or capacities of Defendants DOES 1 through 10. Plaintiffs are informed and believe that each DOE Defendant is somehow responsible for Plaintiffs’ damages. Plaintiffs will amend this Complaint when they learn the true names of the DOE Defendants.

7. At all times relevant herein, each Defendant was the agent, servant, co-conspirator, employee, or alter ego of the remaining Defendants or acted with their consent, ratification, and authorization, and in doing the acts hereinafter alleged, each Defendant acted in such capacity concerning the remaining Defendants.

8. Defendant LIU was an officer, director, or agent of Defendant MISSION LLC. Defendant MISSION LLC authorized Defendant LIU’s conduct or knew of his wrongful conduct and adopted or approved it after it occurred. Defendant MISSION LLC authorized Defendant YEUNG’s conduct or knew of his wrongful conduct and adopted or approved it after it occurred.

9. This Court is the proper jurisdiction for this Complaint because the Subject

1 Property is in its jurisdictional area, the Plaintiffs were subject to a residential rental agreement in
2 its jurisdictional area, the Defendants conduct business in its jurisdictional area, and the Plaintiffs
3 were injured in its jurisdictional area. The amount in controversy is within the jurisdiction of this
4 Court.

5 10. At all relevant times, the Subject Property was subject to the rent ceiling limitations,
6 eviction cause provisions, and anti-harassment protections outlined in the San Francisco Rent
7 Ordinance (the “Rent Ordinance”), as well as other protections afforded under the Rent Ordinance.
8 SAN FRANCISCO ADMIN. CODE §§ 37.2; 37.9; 37.10B.

9 11. **Insurance reserves in this case should be set at \$750,000 for each tenancy.** This
10 preventable wrongful eviction of low-income, multi-decade, senior tenants has been catastrophic
11 to their lives. Plaintiff DUARTE, who paid only \$670.00 in rent, is living in a garage unit, unable
12 to afford a legal unit. Plaintiff LOBOS, who only paid \$973.84 in rent, has been unable to secure
13 permanent housing. He is disabled, uses a walker, and was in fear for his life trying to exit the
14 building during the fire. The Plaintiffs have been forced out of their home with no guarantee of
15 return. They have no access to their belongings, furniture, clothes, pictures, or significant personal
16 documents. Before the eviction, the Owner Defendants’ negligence and bad faith management
17 were well-documented, as they had been cited with more than five Orders of Abatement by the
18 City of San Francisco for months and years of unabated, slum-like conditions.

19 **NUISANCES PRE-FIRE AND THE WRONGFUL EVICTION POST-FIRE**

20 12. At the time of the fire, three of the six residential rental units were vacant. The
21 remaining three units were rented. Plaintiffs DUARTE and ROMERO resided together in
22 Apartment 3. Plaintiff LOBOS lived in Apartment 1. Their nuisance neighbor, referred to as the
23 “Nuisance Neighbor,” lived in Apartment 4. The May 3, 2025, fire, which led to the plaintiffs’
24 displacement, emanated from the Nuisance Neighbor’s apartment. This was not an isolated
25 incident.

26 13. Within the relevant statutory period, Plaintiffs complained to Defendant LIU that
27 the Nuisance Neighbor had been storing and hoarding bicycles throughout the Subject Property.
28 At one point, there were so many bicycles (approximately 300-400) that the Plaintiffs could not

1 fully and safely access their apartments. Plaintiffs notified Defendant LIU, who spoke with the
2 Nuisance Neighbor. The condition was partially subsided.

3 14. Approximately one and a half years ago, the Nuisance Neighbor was wielding a
4 machete and was involved in a police standoff in front of the Subject Property. Plaintiffs notified
5 the Owner Defendants. The Owner Defendants and Defendant LIU did nothing to curb the
6 escalating behavior.

7 15. Shortly after the police standoff, there was a violent altercation at the Subject
8 Property between the Nuisance Neighbor and unrelated non-tenants who beat the Nuisance
9 Neighbor up. Plaintiffs notified the Owner Defendants of the criminal activity at the Subject
10 Property, and/or the Owner Defendants became aware of this situation. The Owner Defendants
11 and Defendant LIU did nothing to curb the escalating behavior.

12 16. In 2024, the Nuisance Neighbor ignited a fire at the Subject Property, burning the
13 curtains of his apartment. None of the units had working fire alarms at the time. Plaintiff
14 DUARTE called the Fire Department. They put out the fire and posted a Notice of Violation
15 (“NOV”) regarding the non-operable fire alarm and smoke detectors.

16 17. On March 5, 2025, the Department of Building Inspection (“DBI”) also issued a
17 NOV regarding non-functional smoke and carbon monoxide detectors. Upon reinspection in April
18 2024, the condition remained outstanding and unfixed. On April 23, 2024, a final warning letter
19 was sent by DBI to the Owner Defendants. On October 10, 2024, the San Francisco Fire
20 Department (“SFFD”) issued an Order of Abatement due to noncompliance with fire regulations.
21 The Order of Abatement is still outstanding.

22 18. On May 3, 2025, between 9:30 a.m. and 10 a.m., Plaintiff DUARTE began to smell
23 something and soon realized the building was on fire. With a broken leg and in a cast, Plaintiff
24 DUARTE hobbled out of the property as fast as she could. She has not been allowed back to her
25 home since. Plaintiff LOBOS was informed there was a fire and that he must immediately
26 evacuate. With his walker and nothing in tow, Plaintiff LOBOS left his apartment. He has not
27 been able to get back since. The fire started in the Nuisance Neighbor’s apartment.

28 19. According to the San Francisco Fire Department (“SFFD”) Investigation Report,

1 they observed “exposed wiring from an electrical outlet, microwave, and power strip with a melted
2 plug attached to it” in the Nuisance Neighbor’s apartment. The SFFD observed hoarder-like
3 conditions in the Nuisance Neighbor’s apartment during their investigation of the fire. They
4 observed that the kitchen breakers in the apartment were “tripped” and not in their normal position.

5 20. At the time of their investigation of the fire, the SFFD observed that the hallway
6 smoke alarm panel was tagged as “Out of Service” by the SFFD as of January 1, 2025.

7 21. The fire caused sufficient damage that the Plaintiffs’ respective apartments are
8 declared uninhabitable.

9 22. Following the fire, MISSION LLC and Defendant LIU informed the Plaintiffs to
10 collect their security deposit, thereby attempting to permanently terminate their tenancy without
11 cause.

12 23. Following the fire, MISSION LLC refused to guarantee the Plaintiffs’ safe and
13 permanent return to their apartments.

14 24. Following the fire, DBI issued a directive to the Owner Defendants that they must,
15 within 30 days, provide the following information:

- 16 a. Information about how the building is being secured;
- 17 b. A summary of the extent of fire/water damage regarding the occupied units;
- 18 c. Description of necessary repairs;
- 19 d. Timeline of repairs and permits;
- 20 e. Estimated date of reoccupation.

21 25. The Owner and Management Defendants have failed to comply with these
22 requirements, refused to provide a timeline for repairs and reoccupation, and removed the
23 Plaintiffs’ belongings from their apartments to unsecured portions of the property. As such,
24 Management and Owner Defendants illegally recovered possession without just cause, violated
25 the Rent Ordinance, and failed to pay mandatory relocation expenses.

26 26. On or about May 5, 2025, a Notice of Violation was issued by the DBI requiring
27 that the Defendants provide a Tenant Action Plan following their displacement. The DBI issued
28 a final warning letter on or about September 12, 2025.

1 27. Rather than comply with the NOV, Defendants have instead attempted to terminate
2 the Plaintiffs' tenancies permanently.

3 **NOV HISTORY AND NONCONFORMING CONDITIONS**

4 28. Throughout their respective tenancies, Plaintiffs complained to Defendants about
5 substandard living conditions, and/or Defendants knew about or had reason to know about them
6 but did not professionally and/or thoroughly address them. The Defendants' failures to act violated
7 their essential legal duties as a landlord. They contravened various laws, including but not limited
8 to Civil Code section 1941.1 and Health and Safety Code section 17920.3, among other local and
9 state laws.

10 29. **Plaintiff LOBOS' apartment has not had working heat since 2022.**

- 11 a. On December 13, 2022, SFDBI issued an initial NOV citing a lack of heat.
12 b. On January 4, 2023, the case was referred to a Director's Hearing.
13 c. There were at least two hearings.
14 d. On March 30, 2023, an Order of Abatement was issued.
15 e. A lien was placed on the property.
16 f. The Owner-Defendants claimed to make repairs.
17 g. But, on February 21, 2024, another NOV was issued citing a lack of heat. The
18 initial NOV for this complaint was sent on March 5, 2024.
19 h. A final warning was sent on March 12, 2024.
20 i. An Order of Abatement was entered on May 30, 2024.
21 j. A lien was placed against the property.

22 30. Throughout her tenancy, Plaintiff DUARTE has complained about water leaks,
23 crumbling structures, and unsafe conditions. SFDBI issued an NOV citing damaged flooring and
24 a damaged shower in her apartment in December 2022.

- 25 a. On January 17, 2023, a final warning letter was sent.
26 b. On March 15, 2023, the matter was referred to a Director's Hearing. Defendants
27 made promises to repair at the hearing.
28 c. Upon reinspection, the conditions remained outstanding.

1 d. On October 3, 2023, the matter was referred to a further Director's Hearing.

2 e. On November 16, 2023, an Order of Abatement was entered.

3 f. A lien was placed on the property.

4 g. The case was finally abated on June 5, 2024.

5 31. The common areas of the property are in shambles with documented sewage waste,
6 no safe exists, missing floors, and planks set up as makeshift grounding. Multiple NOV's are
7 documenting these conditions.

8 **LIABILITY AND DAMAGES**

9 32. Plaintiffs DUARTE, ROMERO, and LOBOS have been indefinitely forced out of
10 their longtime homes with no indication that they will be able to return. In fact, MISSION LLC
11 and Management Defendants have attempted to permanently terminate the Plaintiffs' tenancies.

12 33. Defendants endeavored to recover possession wrongfully and ultimately did
13 wrongfully recover possession by removing the Plaintiffs' belongings without cause and without
14 notice, holding onto possession without complying with DBI requirements, and failing to provide
15 relocation expenses after terminating the Plaintiffs' tenancies.

16 34. Nothing in this Complaint arises from Defendants' service of any notice, eviction
17 or otherwise, on Plaintiffs, as no such notices were ever served. Rather, the following causes of
18 action arise out of the Defendants' illegal course of conduct and bad-faith harassment.

19 35. As a result of Defendant's conduct, Plaintiffs were forced to throw away items of
20 personal property and suffered property damage.

21 36. As a result of the Defendant's conduct, the Plaintiffs did not feel safe living in the
22 home under a ceiling that could collapse at any time.

23 37. As a result of the illegal eviction, bad faith harassment, and conditions, Plaintiffs
24 suffered a diminution in the value of their tenancy, overpayment of rent, rent differentials, moving
25 expenses, property damage/property loss, bodily injury, pain and suffering, and out-of-pocket
26 costs, statutory damages, treble damages, and attorney fees and litigation costs.

27 38. As a result of the eviction threats, harassment, and displacement, the Plaintiffs
28 suffered mental and emotional distress as a proximate result of the Defendant's unlawful conduct,

1 including but not limited to mental anguish, nervousness, grief, worry, annoyance, humiliation,
2 embarrassment, anxiety, sleeplessness, shame, and loss of enjoyment of life.

3 39. The Defendant's conduct warrants an award of punitive damages because the
4 Defendant was willful, malicious, and oppressive.

5 **FIRST CAUSE OF ACTION FOR NEGLIGENCE AGAINST ALL DEFENDANTS**

6 40. Plaintiffs re-allege and incorporate by reference the foregoing paragraphs.

7 41. Defendant owed a duty of care to Plaintiffs as owners and/or managers of a
8 residential rental property.

9 42. Defendant conspired with DOE Defendants to breach that duty and did breach that
10 duty by refusing to provide habitable premises, refusing to inspect the Plaintiffs' respective
11 apartments, refusing to follow industry protocol, causing Plaintiffs to live in slum like conditions,
12 with neighbor nuisances, and harassing Plaintiffs in bad faith.

13 43. Defendant's acts and omissions were additionally in violation of the following state
14 and local laws:

- 15 a. Civil Code section 1941.1, defining the minimum requirements for a habitable
16 building;
- 17 b. Health and Safety Code section 17920.3 further establishes minimum requirements
18 for habitable buildings;
- 19 c. Section 37.9 *et seq.* of the Rent Ordinance, which enumerates the causes for
20 eviction and the requirements that follow;
- 21 d. Section 37.10B of the Rent Ordinance defines bad faith harassment;
- 22 e. Civil Code section 1927, defining quiet enjoyment;
- 23 f. SF Building Code section 106A, requiring that the landlord submit an action plan
24 for the displacement of tenants by fire.

25 44. These state and local laws are designed to protect Plaintiffs from the very harms
26 complained about herein. All of these laws were in effect at all relevant times.

27 45. The Defendant's violations of the laws mentioned above were substantial factors in
28 causing harm to the Plaintiffs.

1 46. As a result of Defendant's breach of duty and obligations under the laws mentioned
2 above, each Plaintiff suffered from severe emotional distress, including anguish, nervousness,
3 sleeplessness, stress, worry, shock, loss of enjoyment of life, and humiliation. The emotional
4 distress suffered by the Plaintiffs was sufficiently severe that an ordinary person would have been
5 unable to deal with it.

6 47. As a proximate result of Defendants' breaches of their duty, Plaintiffs suffered from
7 loss of use and enjoyment of their rental home, rental overpayments, diminution in the value of
8 their tenancies, loss of the rent-controlled units, rent differentials, moving expenses, property
9 damage/loss, and out-of-pocket costs.

10 **SECOND CAUSE OF ACTION FOR WRONGFUL EVICTION IN VIOLATION OF**
11 **THE SAN FRANCISCO RENT ORDINANCE BY PLAINTIFFS**
12 **AGAINST ALL DEFENDANTS**

13 48. Plaintiffs re-allege and incorporate the foregoing paragraphs by reference.

14 49. Defendants endeavored to recover possession of a rental unit protected under the
15 just cause eviction provisions of the Rent Ordinance without meeting the requirements to regain
16 possession. Under the San Francisco Rent Ordinance, it is illegal to recover and to endeavor to
17 recover possession without a recognized cause for eviction. No landlord may cause a tenant to
18 quit involuntarily. A landlord may not permanently evict a tenant following a fire unless they do
19 so in accordance with the Rent Ordinance. A landlord who wishes to recover possession to make
20 repairs under the Rent Ordinance must provide the displaced tenant with the right of first refusal.

21 50. Defendants wrongfully recovered possession by attempting to terminate the
22 Plaintiffs tenancies, attempting to return their security deposits to terminate their tenancies, failing
23 to provide any legitimate notice or cause to terminate their tenancies, failing to provide relocation
24 expenses under a recognized no-fault reason to terminate their tenancies, and by recovering
25 possession and removing their items from their respective units without having properly
26 terminated their tenancies.

27 51. Defendants never served a proper eviction notice to enable them to recover
28 possession of the Plaintiffs' respective apartments.

1 52. The Defendants' dominant motive for recovering possession is to withhold the
2 respective apartments from the Plaintiffs and deprive them of their right of return, as well as to
3 avoid paying any relocation expenses.

4 53. Defendants acted in knowing violation of, or in reckless disregard of, the eviction
5 protections of the Rent Ordinance in recovering possession of the Plaintiffs' respective apartments
6 without complying with the just cause eviction provisions.

7 54. As a proximate result of Defendants' conduct, Plaintiffs suffered from property
8 damage arising from loss of use, property loss, loss of their rent-controlled home, rent differentials,
9 emotional distress, statutory damages, including damages for treble mandatory relocation
10 expenses, statutory penalties, moving costs, and attorney fees and litigation costs.

11 **THIRD CAUSE OF ACTION FOR CONSTRUCTIVE EVICTION BY ALL PLAINTIFFS**
12 **AGAINST ALL DEFENDANTS**

13 55. Plaintiffs re-allege and incorporate by reference the foregoing paragraphs.

14 56. As owners and landlords of the Subject Property, including the Plaintiffs'
15 apartments therein, Defendants owed a duty of care to the Plaintiffs, who resided there.

16 57. Owner and Management Defendants breached their duties owed to Plaintiffs by
17 failing to maintain their respective units and the Subject Property in a code-compliant manner,
18 refusing to provide quiet enjoyment, addressing nuisance conditions, and creating an unlivable
19 environment. Defendants allowed the nuisance neighbors' dangerous behavior to escalate
20 unchecked, had a duty to intervene, thereby causing the Plaintiffs' displacement.

21 58. Defendants' acts and omissions interfered with the Plaintiffs' respective right to
22 possess their unit, rendered the Plaintiffs' apartments uninhabitable and unfit for the purposes for
23 which it was rented, and/or deprived the Plaintiffs of the beneficial use or enjoyment of their rental
24 homes.

25 59. Defendants' acts and omissions include but are not limited to their refusal to address
26 the Plaintiffs' concerns regarding serious safety nuisances at the property, fire safety concerns, and
27 violent and unsafe outbursts by the Defendants' nuisance and volatile tenant.

28 60. The Defendants' acts and omissions forced the Plaintiffs to abandon their rent-

1 controlled apartments.

2 61. Plaintiffs were forced to vacate their respective apartments on or about May 5,
3 2025, which is within a reasonable time after Defendants' acts and omissions rendered the
4 premises unsafe and unfit for the purposes for which the unit was leased.

5 62. As a proximate result of the constructive eviction, the Plaintiffs suffered emotional
6 distress, loss of use and enjoyment of their rent-controlled unit, loss of a rent-controlled unit, rent
7 differentials, property loss, property damage, moving costs, and out-of-pocket expenses.

8 **FOURTH CAUSE OF ACTION FOR TENANT HARASSMENT IN VIOLATION OF**
9 **SECTION 37.10B OF THE SAN FRANCISCO RENT ORDINANCE**
10 **BY PLAINTIFFS AGAINST ALL DEFENDANTS**

11 63. Plaintiffs re-allege and incorporate the foregoing paragraphs by reference.

12 64. Owner and Management Defendants at all relevant times herein were the owners
13 and managers of the Subject Property and had a duty under section 37.10B of the San Francisco
14 Administration Code to refrain from bad-faith harassment. Under section 37.10B of the Rent
15 Ordinance, no landlord or landlord agent shall harass a tenant in any of the fourteen enumerated
16 ways.

17 65. Owner and Management Defendants violated section 37.10B of the San Francisco
18 Rent Ordinance as to Plaintiffs by:

- 19 a. Conspiring to interfere and interfering with the Plaintiffs' right to quiet use and
20 enjoyment of their respective apartments at the Subject Property by recovering
21 possession of the Plaintiff's unit without just cause or by refusing to follow the just
22 cause requirements;
- 23 b. Failing to perform and/or conspiring to fail to perform maintenance required by
24 contract or laws;
- 25 c. Failing to exercise and/or conspiring to fail to exercise due diligence in completing
26 repairs and maintenance once undertaken, or failing to follow appropriate industry
27 repair, containment, or remediation protocols;
- 28 d. Interfering with Plaintiffs' right to quiet use and enjoyment of the premises;

- 1 e. Abuse the landlord's right of access to the Plaintiffs' respective apartments, as that
2 right is provided by law, by removing the Plaintiffs' property to an unsecured
3 location without their consent or approval;
- 4 f. Other repeated acts or omissions of such significance as to substantially interfere
5 with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled
6 to occupancy of such dwelling unit, and that cause, are likely to cause, or are
7 intended to cause any person legally entitled to occupancy of a dwelling unit to
8 vacate or waive their rights.

9 66. Defendants did these acts in bad faith, reckless disregard of Plaintiffs' rights, and/or
10 with the intent to cause Plaintiffs to vacate their rental units.

11 67. As a proximate result of the Defendants' conduct, Plaintiffs suffered from severe
12 emotional distress, statutory penalties, statutory damages, attorney fees, litigation costs, loss of
13 their rent-controlled home, rent differentials, overpayment of rent, diminution in the value of their
14 tenancy, moving costs, and out-of-pocket expenses.

15 **FIFTH CAUSE OF ACTION FOR BREACH OF CONTRACT**

16 **BY ALL PLAINTIFFS AGAINST ALL OWNER DEFENDANTS ONLY**

17 68. Plaintiffs re-allege and incorporate by reference the foregoing paragraphs.

18 69. Implied in the Plaintiffs' respective residential leases for their respective
19 apartments is a covenant of quiet enjoyment, which includes the right to be free from unlawful
20 eviction and harassment. Additionally, the Plaintiffs have the implied warranty of habitability,
21 wherein Owner Defendants promised to inspect and maintain the units in a clean, safe, and
22 habitable condition.

23 70. The Plaintiffs met all their obligations under the lease, including the duty to pay
24 rent.

25 71. Owner Defendants breached the implied warranty of habitability and covenant of
26 quiet enjoyment by failing to inspect and maintain the unit in a clean, safe, peaceful, undisturbed,
27 and habitable condition.

28 72. Plaintiffs notified Defendants of the repair issues and nuisances at the Plaintiffs'

1 apartments. In addition, Owner Defendants actually caused, knew, or could have known with
2 reasonable diligence about the substantial habitability defects and nuisances at the Subject
3 Property, including the Plaintiffs' apartments.

4 73. Owner Defendants and their agents ignored all the repair issues and nuisance
5 conditions, failed to repair or address them, and/or negligently repaired or addressed them.

6 74. Owner Defendants and their agents breached their duties owed to Plaintiffs by
7 failing to maintain the Plaintiffs' apartments and Subject Property in a code-compliant manner,
8 refusing to investigate nuisances by the Owner Defendants' violent and unstable tenant who caused
9 multiple fires, refusing to make proper repairs/follow proper remediation protocol in making
10 repairs, creating an unlivable environment by refusing to adequately and safely remediate portions
11 of the Plaintiffs apartments, and by refusing to inspect continuing nuisance conditions.

12 75. Owner Defendants' acts and omissions interfered with the Plaintiffs' right of
13 possession of their unit, rendered the Plaintiffs' apartments uninhabitable and unfit for the
14 purposes for which it was rented, and/or deprived the Plaintiffs of the beneficial use or enjoyment
15 of their rental home.

16 76. As a proximate result of the breach of warranty of habitability and the violation of
17 the covenant of quiet enjoyment, Plaintiffs suffered severe emotional distress, mental injury, loss
18 of use and enjoyment of their rent-controlled unit, overpayment of rent, loss of a rent-controlled
19 unit, property loss, property damage, moving costs, and out-of-pocket expenses.

20 **SIXTH CAUSE OF ACTION FOR NUISANCE**

21 **BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS**

22 77. Plaintiffs re-allege and incorporate by reference the foregoing paragraphs.

23 78. The Owner and Management Defendants were the Plaintiffs' landlord and/or
24 property managers.

25 79. Defendants, by acting or failing to act, created conditions that were harmful to the
26 health, indecent and offensive to the senses, and an obstruction to the unrestricted use of the
27 property, interfering with the comfortable enjoyment of life and property.

28 80. Defendants, by acting and failing to act, created conditions that interfered with

1 Plaintiffs' use and enjoyment of the unit by failing to correct habitability defects at the Plaintiffs'
2 apartments, by refusing to inspect and remediate Plaintiff GLORIA DUARTE's home
3 professionally, by allowing their violent tenant to set the Subject Property on fire more than once
4 without any intervention or warnings, and by other acts and failures to act that interfered with
5 Plaintiffs' use and enjoyment of their apartments. These failures include, but are not limited to,
6 Defendants' repeated refusal to address safety and nuisance concerns by the conduct of their tenant
7 who posed safety, fire, and tripping hazards, which Defendants were aware of.

8 81. Plaintiffs did not consent to Defendants' acts and failures to act.

9 82. An ordinary person would be reasonably annoyed and disturbed by the Defendants'
10 conduct.

11 83. Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

12 84. There was no public benefit to Defendants' conduct.

13 85. Defendants harmed the Plaintiffs, who suffered from a leasehold worth
14 substantially less than the rent paid, loss of use and enjoyment of their rent-controlled unit,
15 property damage, property loss, out-of-pocket expenses, mental injury, bodily injury, and
16 annoyance and discomfort.

17 86. Defendants' conduct warrants an award of punitive damages because Defendants
18 were willful, malicious, and oppressive.

19 **SEVENTH CAUSE OF ACTION FOR UNFAIR BUSINESS PRACTICES**

20 **BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS**

21 87. Plaintiffs re-allege and incorporate by reference the foregoing paragraphs.

22 88. At all relevant times, the Owner and Management Defendants owned and managed
23 the Subject Property as a residential rental property. Defendants were and still are in the business
24 of landlording and property management.

25 89. Defendants engaged in unlawful and unfair business practices by attempting to
26 recover possession of the Plaintiffs' rent-controlled tenancies without following the just cause
27 eviction requirements and antiharassment provisions and failing to provide habitable premises as
28 required by law.

1 90. Defendants engaged in unlawful and unfair business practices by collecting rent
2 despite outstanding Notices Violation over multiple years for no heat, water damage, and other
3 nonconforming conditions for the Plaintiffs' respective units, in violation of the Civil Code section
4 1942.4.

5 91. The Defendants' violations of the law resulted in the Plaintiffs overpaying rent and
6 losing the use and enjoyment of their rental home. Defendants were unjustly enriched by collecting
7 rent for a unit that was not fit for residential occupancy. Defendants were unjustly enriched by
8 collecting rent despite notice of the conditions at the Plaintiffs' respective apartments at the Subject
9 Property, which violated various state and local housing laws as enumerated above. By recovering
10 possession of the Plaintiffs' rent-controlled homes and removing their belongings within their
11 homes without following the Rent Ordinance and in retaliation for the Plaintiffs exercising their
12 rights under the Rent Ordinance and exercising their rights under various state laws, the
13 Defendants were unjustly enriched.

14 92. As a result of the unfair business practices by Defendants, Defendants illegally
15 profited at the expense of Plaintiff.

16 **EIGHTH CAUSE OF ACTION FOR TRESPASS**

17 **BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS**

18 93. Plaintiffs re-allege and incorporate by reference the foregoing paragraphs.

19 94. Plaintiffs leased the apartments from Defendants.

20 95. Defendants intentionally, recklessly, or negligently caused a trespass and entered
21 the Plaintiffs' apartments by permitting water, air, liquid, and elements to enter the Plaintiffs'
22 apartments. Defendants allowed water to continuously enter the Plaintiffs' apartments during the
23 Plaintiffs' tenancies. Defendants permitted a fire to burn the Plaintiffs' apartments and property,
24 thereby causing Plaintiffs to lose possession.

25 96. The Defendants entered the Plaintiffs' apartments without permission or exceeded
26 Plaintiffs' permission.

27 97. The Defendants' wrongful entry and trespass actually harmed the Plaintiffs. The
28 Defendants' wrongful entry was a substantial factor in causing the Plaintiffs' harm.

1 98. As a result of the Defendants' trespass, the Plaintiffs suffered from emotional
2 distress, property loss/property damage, diminution in the value of their tenancy, rental
3 overpayments, and annoyance and discomfort.

4 **NINTH CAUSE OF ACTION FOR ELDER ABUSE**
5 **BY PLAINTIFF MANUEL LOBOS AGAINST ALL DEFENDANTS**

6 99. Plaintiff LOBOS realleges and incorporates by reference the foregoing paragraphs.

7 100. Defendants appropriated, obtained, or retained LOBOS' property or assisted in
8 taking, hiding, appropriating, or retaining Plaintiff's property, namely his tenancy at the Plaintiff's
9 apartment, by recovering possession without cause, refusing to provide him access, and refusing
10 to offer him the ability to re-enter his home of over 26 years.

11 101. The Plaintiff is 65 or older and was elderly, as defined by the statute under
12 Welfare
13 and Institutions Code section 15610.30 at the time.

14 102. Defendants assisted with or took, hid, appropriated, obtained, or retained the
15 property for wrongful use and/or with the intent to defraud or by undue influence. Defendants
16 removed Plaintiff LOBOS' personal possessions and belongings without his consent from his
17 apartment, thereby restricting access to his property. Defendants retain possession of the
18 Plaintiff's rent-controlled apartment through their negligent and bad-faith conduct, which led to
19 the fire and the Plaintiff's displacement.

20 103. Plaintiff was harmed as a result of Defendants' conduct.

21 104. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

22 105. Plaintiff suffered emotional distress, rent differentials, statutory damages, statutory
23 penalties, out-of-pocket expenses, moving expenses, and attorney fees and litigation costs.

24 **TENTH CAUSE OF ACTION FOR VIOLATION OF CIVIL CODE SECTION 1942.4**
25 **BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS**

26 106. Plaintiffs re-allege, and incorporate by reference every allegation contained in the
27 preceding paragraphs of this Complaint as though set forth herein.

28 107. The Plaintiffs' apartments substantially lack, and at all material times, have lacked

1 the affirmative standard characteristics identified in Section 1941.1 of the Civil Code and Section
2 17920.10 of the Health and Safety Code, as alleged above. These violations have existed over
3 time and are part of a continuing pattern and course of conduct repeatedly engaged in by the
4 Defendants.

5 108. Over the course of several years, and most recently in 2025, a public code
6 enforcement agency has notified Defendants in writing of their duty to correct some or all of the
7 defective conditions at the Plaintiffs' apartments. This notice occurred, at a minimum, on the date
8 in the Code Enforcement Orders concerning the Plaintiffs' apartments were issued as alleged
9 herein. The defective conditions were not caused by any act or omission of Plaintiffs.

10 109. Without good cause, Defendants failed to make repairs within 35 days of receiving
11 those notices, during which time the substandard conditions continued to exist without abatement.
12 These violations existed and formed part of a continuing pattern from 2022 through 2025,
13 constituting a continuing violation.

14 110. Since receiving said notices, Defendants have collected and/or demanded rent from
15 Plaintiffs.

16 111. By reason of the foregoing, Defendants have violated California Civil Code Section
17 1942.4.

18 108. As a direct and proximate result of the foregoing, Plaintiffs are entitled to statutory
19 damages pursuant to Section (b)(I) and reasonable attorney's fees and costs pursuant to Section
20 (b)(2).

21
22 109. Plaintiffs are entitled to actual damages and special damages of not less than one
23 hundred dollars (\$100.00) and not more than five thousand dollars (\$5,000.00) as a direct and
24 proximate result of Defendants' violation of California Civil Code Section 1942.4

25 **WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:**

- 26 1. For general damages;
27 2. For special damages according to proof;
28 3. For gross-up damages for tax neutralization;

4. For prejudgment interest on the amount of any damages awarded;
5. For damages for emotional distress under applicable causes of action;
6. For contractual damages under applicable causes of action;
7. For property damages arising from loss of use;
8. For attorney fees, expert witness fees, and costs pursuant to contract and statute under applicable causes of action;
9. For an order requiring Defendants to disgorge any improper profits and restore Plaintiff's monetary losses resulting from Defendants' unfair business practices; for restitution to Plaintiff of those profits and losses; and any prejudgment interest thereon; and
10. For statutory penalties under applicable causes of action;
11. For statutory damages under applicable causes of action;
12. For punitive damages under applicable causes of action; and
13. For such other and further relief as the court may deem just and proper.

DATED: October 17, 2025

THE LAW FIRM FOR TENANT RIGHTS, INC.

/s/ Rahman Popal

Rahman Popal

Martin Harris

Attorneys for Plaintiffs