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Attorneys for Plaintiff ARACELY HERRERA

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

ARACELY HERRERA, an individual,

Plaintiff,

v.

LOYOLA MARYMOUNT UNIVERSITY, a
California Corporation; and Does 1 to 20,
Inclusive,

Defendants.

Case No. **23TRCV02272**

**UNLIMITED CIVIL, DEMAND OVER
\$25,000**

COMPLAINT:

- 1. Negligence**
- 2. Intentional Infliction of Emotional Distress**
- 3. Breach of Implied Warranty of Habitability**
- 4. Breach of Covenant of Quiet Enjoyment**
- 5. Tenant Harassment**
- 6. Nuisance**
- 7. Premises Liability**
- 8. Negligent Misrepresentation**
- 9. Intentional Misrepresentation**
- 10. Negligent Hiring, Supervision, and Retention**
- 11. Employment Discrimination**
- 12. Unlawful Business Practices**

DEMAND FOR JURY TRIAL

1
2 Plaintiff ARACELY HERRERA (“Plaintiff”) alleges as follows:

3 **THE PARTIES**

4 1. Plaintiff is a natural person who is, and at all times relevant herein has been, a resident of
5 the County of Los Angeles, State of California.

6 2. Plaintiff is informed and believes and thereon alleges that Defendant Loyola Marymount
7 University (“LMU”), is, and at all times relevant herein has been, a California Corporation. LMU is an
8 institution of higher learning located in the County of Los Angeles, State of California, and is accredited
9 by the Western Association of Schools and Colleges.

10 3. The true names and capacities whether individual, corporate, associate, or otherwise, of
11 the Defendants DOES 1 to 20 (“Doe Defendants”) are unknown to Plaintiff, who therefore sues these
12 Doe Defendants by these fictitious names and will ask leave to amend this complaint to show their true
13 names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each
14 of the fictitiously named Doe Defendants are negligently or otherwise responsible in some manner for
15 the occurrences herein alleged and that Plaintiff’s injuries as herein alleged were proximately caused by
16 that negligence.

17 **JURISDICTION AND VENUE**

18 4. Jurisdiction and venue are proper before this Court because, *inter alia*, (1) the amount of
19 damages sought exceeds \$25,000; (2) the acts herein complained of and injuries suffered by Plaintiff
20 occurred substantially within the County of Los Angeles, State of California.

21 **GENERAL ALLEGATIONS**

22 5. Plaintiff is a student in LMU’s undergraduate program. During the 2022-2023 school
23 year, Plaintiff resided in LMU’s on-campus student dormitory housing, commonly known as the
24 Hannon Apartments, where she shared a room with another student (the “Unit”).

25 6. Plaintiff is informed and believes and thereon alleges that on or about November 26,
26 2022, a pinhole leak in the dormitory located above the Unit caused water to flow through multiple areas
27 of the Unit, including Plaintiff’s bedroom, bedroom closet, bathroom, and hallway.

28 ///

1 7. Plaintiff initially noticed the leak on November 26, 2022, around 2:30 p.m. and made
2 multiple attempts to contact LMU staff, including the Resident Advisor (“RA”), Resident Director
3 (“RD”), and the facilities management office to report the leak, but did not get a response.

4 8. Plaintiff left the Unit and returned later on the evening of November 26, 2022. Plaintiff
5 discovered that the carpet was soaked, and the Unit was flooded. Plaintiff made another attempt to
6 contact the RA who responded to Plaintiff’s call. The RA informed Plaintiff that the leak could not be
7 fixed because it was Thanksgiving break and maintenance staff was unavailable.

8 9. Despite the condition of the Unit, the RA did not offer Plaintiff alternative housing or
9 call an outside third-party to inspect the leak. Rather, the RA provided Plaintiff a *single* bucket,
10 promising to look for and return with more. The RA subsequently left, never returned, and made no
11 further attempt to contact Plaintiff that night.

12 10. Desperate to slow the leak, Plaintiff was forced to use her own limited funds to purchase
13 buckets and towels from a local store.

14 11. Plaintiff spent much of the night emptying buckets of water as they filled. Plaintiff
15 eventually fell asleep from exhaustion in the early hours of the morning on November 27, 2022.
16 Plaintiff discovered the leak had not subsided when she woke up.

17 12. Plaintiff suffers from chronic asthma and is allergic to mold. When Plaintiff woke up,
18 the Unit smelled like mildew and Plaintiff began experiencing a severe allergic reaction and asthma
19 attack. Plaintiff made multiple attempts to contact the facilities management office and did not receive a
20 response.

21 13. Fearing for her personal health and safety, Plaintiff contacted LMU’s Public Safety office
22 in the evening of November 27, 2022, to report the leak and the symptoms she was experiencing.

23 14. Plaintiff is informed and believes and thereon alleges that the Public Safety office put in
24 an urgent request to the facilities management office prompting a maintenance worker to come to the
25 Unit.

26 15. Plaintiff is informed and believes and thereon alleges that the maintenance worker arrived
27 the evening of November 27, 2022, inspected the Unit, and advised that leak was a serious issue that
28 could not be resolved until the following day. Despite Plaintiff’s request, the maintenance worker did

1 not offer Plaintiff alternative housing or call an outside third-party to repair the leak. Plaintiff was left
2 alone in the Unit with no resources to stop or contain the leak.

3 16. Upon learning that Plaintiff was required to spend another night in the Unit, Plaintiff
4 became distressed and made repeated attempts to contact the RD to discuss relocating her until the leak
5 was repaired. The RD did not respond.

6 17. Plaintiff subsequently contacted the Public Safety office and requested additional
7 buckets. Public Safety did not send any buckets and did not send a staff member to check-in or help
8 Plaintiff.

9 18. Plaintiff continued to experience severe allergy and asthma symptoms throughout the
10 evening of November 27, 2022, prompting Plaintiff to contact a friend who allowed Plaintiff to stay the
11 night at her apartment. Plaintiff continued to experience symptoms the morning of November 28, 2022.

12 19. Plaintiff returned to the Unit the morning of November 28, 2022, and discovered that
13 water was continuing to pour into her bedroom and bathroom.

14 20. Plaintiff is informed and believes and thereon alleges that maintenance staff did not
15 commence repairs of the leak until the late afternoon of November 28. Plaintiff is further informed and
16 believes and thereon alleges that maintenance staff reported black mold had formed in the Unit. After
17 maintenance staff left, Plaintiff observed a towel with mold left in the sink of her bathroom and
18 contacted maintenance to remove it and requested a deep clean of the Unit.

19 21. Plaintiff slept at a friend's apartment again on November 28, 2022. Plaintiff returned to
20 the Unit the morning of November 29, 2022, and contacted the facilities management office to request
21 mold testing due to the persistent symptoms Plaintiff was experiencing and was advised a maintenance
22 worker would come and inspect the Unit.

23 22. Plaintiff slept in the Unit the night of November 29 and again woke up experiencing
24 severe asthma and allergy symptoms. Plaintiff also developed new symptoms, which included, but were
25 not limited to, headaches, irritated eyes, throat and nose irritation, difficulty breathing, and body aches.

26 23. On November 30, 2022, Plaintiff left the Unit to attend her morning appointments and
27 contacted the facilities management office in the afternoon to confirm if mold testing was conducted.
28 Plaintiff was advised that a visual inspection was performed by maintenance staff and no visible mold

1 was identified in the Unit. Plaintiff responded by requesting that the facilities management office
2 conduct full mold testing that was not limited to a visual inspection.

3 24. From November 30, 2022, to December 5, 2022, Plaintiff made repeated requests to the
4 facilities management office and RD for full mold testing to be conducted in the Unit. Plaintiff's
5 requests were ignored. Plaintiff remained in the Unit and her symptoms worsened. In addition to the
6 symptoms discussed above, Plaintiff was experiencing nasal congestion, coughing, fever, severe
7 insomnia, lack of appetite, anxiety, and depression.

8 25. On December 3, 2022, Plaintiff was having difficulty breathing and went to the
9 emergency room where she was diagnosed with an acute upper respiratory infection and acute
10 bronchospasm.

11 26. Maintenance staff came to the Unit on December 6, 2022, to perform a mold inspection
12 while Plaintiff was present at the Unit. Plaintiff is informed and believes and thereon alleges that the
13 inspection performed by maintenance staff was limited to a moisture reading and visual inspection of the
14 Unit.

15 27. Following the inspection, maintenance staff informed Plaintiff that there was no mold
16 and advised that maintenance would perform a deep clean of the Unit.

17 28. Concerned with the lack of proper testing, Plaintiff contacted the RD and again requested
18 a room change. The RD agreed to allow Plaintiff to stay in a vacant administrator room until the Unit
19 was cleaned.

20 29. On December 7, 2022, Plaintiff was seen by an allergist for her allergy symptoms. The
21 allergist prepared a letter to LMU regarding Plaintiff's symptoms, which stated the following:

22 This is to certify that Ms. Aracely Herrera was seen in clinic today for mold exposure and
23 nasal congestion. She was exposed to mold in her dormitory room on campus from a leak
24 that flooded into her room. She has been experiencing chest tightness, wheezing,
25 headaches, fevers, body aches, abdominal pain, brain fog since the leak. She was in the
26 emergency department on 12/3/2022 for acute respiratory infection.

27 **These symptoms are disabling and interfering with her schoolwork. These medical**
28 **conditions are aggravated by the presence of airborne mold spores. It is medically**
necessary that she be assigned to a different dorm free of these irritants. (Emphasis
added).

1 30. Plaintiff provided the RD a copy of the doctor's letter on December 8 and requested an
2 extension of her stay in the temporary unit. Rather than follow the recommendation of a medical doctor,
3 the RD responded, "[a]t this time, we are only allowing a temp space for you until the deep cleaning
4 from [facilities management] has been concluded."

5 31. In response to the RD's e-mail, Plaintiff again requested either an extension of her
6 temporary housing or to allow her to stay there permanently. Plaintiff noted that this was especially
7 important because it was finals, and she was experiencing serious health issues in the Unit.

8 32. Despite multiple e-mails and calls from Plaintiff, and a letter from Plaintiff's doctor, the
9 RD requested that Plaintiff clarify her concerns "given that we've inspected and deep cleaned the area"
10 and asked Plaintiff, "[w]hat would make you feel confident that there is no mold in the room and/or
11 what are you seeking to be done?"

12 33. Consistent with Plaintiff's prior requests, Plaintiff requested that LMU perform actual
13 mold testing in the Unit.

14 34. On December 9, 2022, the RD e-mailed Plaintiff advising that a visual inspection of the
15 Unit and moisture readings indicated there was no mold in the Unit. **However, to ease Plaintiff's**
16 **concerns, the RD agreed to order an air test for mold.** Plaintiff is informed and believes and thereon
17 alleges that an air test of the Unit was never conducted.

18 35. Forced to return to the Unit, Plaintiff began experiencing extreme anxiety and stress, and
19 her symptoms, which had largely subsided while Plaintiff was staying in temporary housing, worsened.
20 This led to self-destructive behavior from Plaintiff that put her health and safety at risk.

21 36. Following this event, Plaintiff continued to make requests to LMU for relocation
22 throughout December of 2022. These requests were ignored or denied, forcing Plaintiff to seek
23 temporary refuge at a friend's apartment.

24 37. On December 18, 2022, Plaintiff received her medical lab results confirming that she
25 tested positive for mold. Plaintiff shared these results with LMU, and on December 20, 2022, Plaintiff's
26 doctor wrote a subsequent letter to LMU that stated, in part:

27 Ms. Herrera established care at our office on 12/7/2022. Patient is presently under our
28 care for treatment of allergies and respiratory symptoms. She has severe allergy to mold,
symptoms of which severely negatively impact her quality of life and daily activities.

1 Patient has been taking all her medications as directed. **Prognosis of improvement is**
2 **high if she is removed from the environmental triggers that cause her allergies.**
3 Present treatment includes oral and nasal antihistamines and steroids, as well as
4 desensitization immunotherapy. **The best treatment is to avoid exposures and known**
5 **triggers. Specifically, it is the recommendation as her provider to have Aracely**
6 **removed from the dorm that had recent water damage remediation and relocate to**
7 **another dormitory and bedroom.** She has had worsening symptoms as characterized by
8 more frequent use of her rescue inhaler on a daily basis 2-4 times a day, and use of
9 maximum medication management for her breathing symptoms. (Emphasis added.)

10 38. Once again, LMU ignored the doctor's recommendation and refused to transfer Plaintiff
11 to a different Unit.

12 39. Plaintiff left the Unit on or around December 15, 2022, and returned home to
13 Massachusetts for winter break. Plaintiff's health improved during this period.

14 40. During winter break Plaintiff unsuccessfully attempted to contact LMU's student housing
15 department to request a housing change for the Spring semester.

16 41. Plaintiff returned to LMU for the Spring semester in January of 2023. In light of LMU's
17 refusal to process Plaintiff's request for a housing change, Plaintiff stayed at a friend's apartment
18 through most of January, while only staying in the Unit for short durations.

19 42. Plaintiff made multiple requests for a housing change throughout January, which were
20 either ignored or rejected by LMU.

21 43. In February of 2023, Plaintiff moved back to the Unit, which coincided with a return of
22 Plaintiff's symptoms. The symptoms included, but were not limited to, nasal congestion, coughing,
23 fever, severe insomnia, lack of appetite, headaches, brain fog, loss of appetite, difficulty sleeping,
24 difficulty breathing, anxiety, stress, and depression.

25 44. On February 3, 2023, independent mold testing of the Unit was arranged on behalf of
26 Plaintiff. The testing revealed that Plaintiff's bedroom, bedroom closet, and hallway, had
27 aspergillus/penicillium levels that were **999%** greater than the outside baseline. Testing also confirmed
28 the presence of basidiospores at levels **166%** greater than the outside baseline in Plaintiff's bedroom
closet. (See Figures 1-3 below.)

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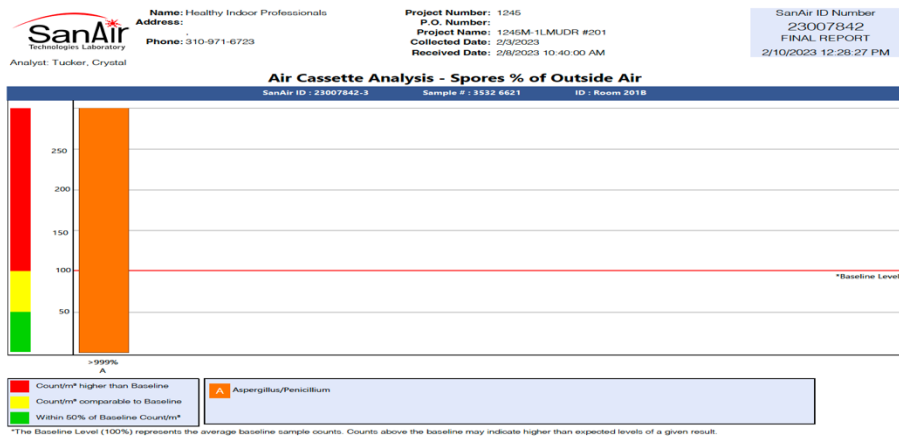


Figure 1 –Test Results, Unit Hallway

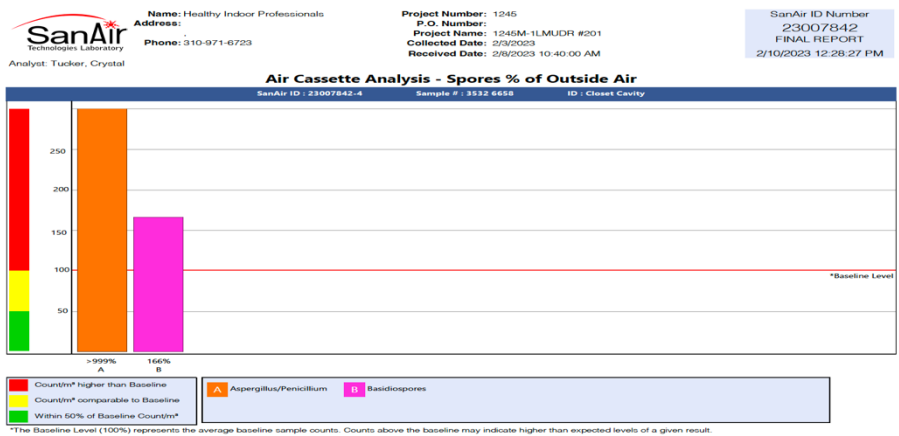


Figure 2 - Test Results, Plaintiff's Bedroom

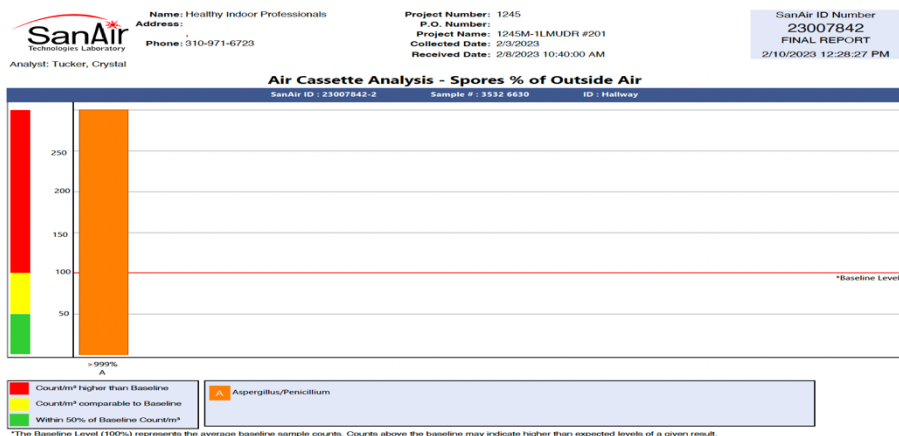


Figure 3 - Test Results, Plaintiff's Bedroom Closet

45. Results from the mold testing reflected above confirmed that LMU inaccurately represented to Plaintiff that there was no mold in the Unit, and that the inspection performed by LMU staff was insufficient. The results also revealed that LMU forced Plaintiff to live in an on-campus dormitory that was unsafe and uninhabitable for several months, all while LMU willfully ignored and

1 rejected Plaintiff's repeated requests for additional testing and to transfer housing, as well as multiple
2 letters from Plaintiff's doctor recommending that she be removed from the Unit.

3 46. Plaintiff is informed and believes, and thereupon alleges that **at all times since the initial**
4 **leak occurred in the Unit on November 26, 2022, LMU had open and available housing units on or**
5 **near campus.** Despite this, LMU did not process Plaintiff's request to transfer rooms until February 20,
6 2022, and only did so after Plaintiff obtained legal counsel that advocated on her behalf.

7 47. Plaintiff's exposure to the unsafe conditions of the Unit had a significant impact on her
8 physical and mental health. On December 19, 2022, Plaintiff was diagnosed with anemia and extreme
9 weight loss. Plaintiff suffered from chronic cold and flu symptoms, and upper respiratory issues
10 including wheezing and coughing. Plaintiff was prescribed multiple rounds of medications including
11 antibiotics, breathing treatment, steroids, cough remedies, nasal decongestants, and other respiratory
12 related drugs.

13 48. The physical and mental symptoms Plaintiff was experiencing resulted in Plaintiff
14 missing doctor appointments, and extended periods of work and school, putting further strain on
15 Plaintiff. Plaintiff's grades suffered and she struggled to afford basic necessities, due to her loss of
16 income, medical costs, and expenses she incurred attempting to remediate the leak. Plaintiff's social life
17 also suffered as her symptoms left her dejected and isolated.

18 49. At all times Plaintiff acted in accordance with LMU's housing policies and procedures.
19 LMU's housing policy explicitly states that "[r]epairs and maintenance must be performed by authorized
20 personnel only" and requires that residents "report maintenance concerns in a timely manner."

21 50. LMU's "Health & Safety Inspections" policy provides:

22 As soon as you see anything resembling mold or mildew, submit a facilities request and
23 report it to your Resident Advisor or Resident Director.

24 **While some mold can be benign and nothing more than an eyesore, others can cause**
25 **serious health concerns. Therefore it is important that you report signs of organic**
growth right away. (Emphasis added.)

26 51. LMU's gross failure to act in a reasonable fashion to ensure the health and safety of one
27 of its students cannot be attributed to a single bad actor. Plaintiff's requests extended to all levels of
28

1 staff at various departments at LMU, including Public Safety, the facilities management office, and the
2 student housing office. All of Plaintiff's requests fell on deaf ears.

3 52. Plaintiff is informed and believes, and thereupon alleges that LMU had ample notice of
4 the unsafe conditions at the Unit and the health effects that Plaintiff was experiencing as a result of
5 same, yet LMU did nothing of substance to investigate or to prevent the problem from continuing while
6 Plaintiff resided at the Unit.

7 53. The mold testing discussed above evidence that LMU willfully failed and refused to
8 remediate the dangerous condition of the Unit, despite repeatedly representing that they had done so.
9 This left Plaintiff in a state of constant stress and despair, unsure if the symptoms she was experiencing
10 were real or concocted in her mind.

11 54. Plaintiff is informed and believes, and thereupon alleges that LMU employed unqualified
12 and unlicensed staff, agents, and/or contractors, and refused to perform proper verification, testing and
13 inspections to ensure remediation efforts had been properly undertaken and completed.

14 55. Plaintiff's losses, injuries and damages could have been avoided if LMU had acted with
15 due care and in conformance with its policies and obligations arising under law.

16 56. The stress of the events detailed herein have overwhelmed Plaintiff. Plaintiff has made
17 the decision to transfer schools for her junior year of college even though it will require her to forego her
18 scholarship.

19 57. LMU's actions as alleged in this Complaint were knowingly, intentionally, and willfully
20 done with a reckless disregard of the probability of causing Plaintiff's injuries and emotional distress.
21 LMU's conduct and failure to take reasonable steps to protect its student was both oppressive and
22 malicious within the meaning of Civil Code section 3294 in that it subjected Plaintiff to cruel and unjust
23 hardship in willful and conscious disregard to Plaintiff's rights and safety. Plaintiff is thereby entitled to
24 an award of punitive damages.

25 58. LMU's reckless disregard for the health and well-being of Plaintiff also extended to the
26 workplace. Plaintiff participated in LMU's Student Worker Program (the "Student Program"), where
27 she was required to work a certain number of hours per week to obtain the program's benefits. Plaintiff
28

1 is informed and believes, and thereupon alleges that Plaintiff was classified as an at-will employee under
2 the Student Program.

3 59. In exchange for Plaintiff's participation in the Student Program, Plaintiff was entitled to
4 receive a housing allowance and a meal plan. The Student Program also allotted each participant,
5 including Plaintiff, an amount deemed "potential earnings," that could be earned through successful
6 participation in the Student Program. Plaintiff is informed and believes, and thereupon alleges that the
7 total potential earnings for the 22' - 23' school year was approximately \$14,000.

8 60. Regarding the potential earnings, the Student Program's policies and procedures specify:

9 Unexcused absences will be documented and will result in a deduction in the Student
10 Worker's potential earnings. A list of the potential deductions for unexcused absences
11 will be provided prior to the start of the fall semester. Three unexcused absences will
result in disciplinary action which may include removal from the Student Worker
Program.

12 61. Due to Plaintiff's worsening mental and physical health following the November 26 leak,
13 Plaintiff could not attend certain work events. Plaintiff notified the Student Worker Program that her
14 absences were a result of the health issues she was experiencing from exposure to mold in the Unit.

15 62. LMU responded by threatening to cut Plaintiff's benefits if she could not meet her time
16 and event obligations.

17 63. As noted above, Plaintiff's symptoms did not subside, forcing her to miss prolonged
18 periods of work. Plaintiff met with LMU staff in charge of the Student Program in an attempt to explain
19 that the symptoms she was experiencing left her both physically and mentally unfit to attend and
20 participate in events. This too fell on deaf ears.

21 64. Making good on its threat, LMU began to deduct Plaintiff's potential earnings and
22 advised it was considering cutting Plaintiff's housing and meal plan benefits. Plaintiff is informed and
23 believes, and thereupon alleges that LMU deducted thousands of dollars from Plaintiff's potential
24 earnings for missing work events because of medical conditions caused by LMU's gross negligence and
25 willful and wanton conduct related to the mold in the Unit.

26 65. Plaintiff is informed and believes, and thereupon alleges that LMU took these actions
27 with full and express knowledge of the issues Plaintiff was experiencing within, and as a result of, the
28 mold in the Unit, and her physical and mental health issues resulting from same. Plaintiff is further

1 informed and believes, and thereupon alleges that LMU took these actions with the full and express
2 knowledge of the self-destructive behavior Plaintiff engaged in on December 9, 2022, following her
3 return to the Unit. Moreover, Plaintiff is informed and believes, and thereupon alleges that LMU took
4 these actions despite having express knowledge that Plaintiff had a psychiatric disability, separate and
5 apart from the injuries and harm she sustained as a result of exposure from the Unit.

6 66. Plaintiff is informed and believes, and thereupon alleges that although LMU deducted a
7 substantial amount of money from Plaintiff's potential earnings, LMU classified the total amount of the
8 potential earnings as income for Plaintiff for tax reporting purposes. Plaintiff is further informed and
9 believes, and thereupon alleges that this misclassification of wages was common practice for LMU.

10 67. Plaintiff made requests to be assigned to events shorter in duration and that were more
11 accommodating to her schedule. LMU refused and ultimately suspended Plaintiff from the Student
12 Program.

13 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

14 68. Plaintiff exhausted her administrative remedies by filing complaints against LMU with
15 the California Department of Fair Employment and Housing (DFEH) and thereafter received a "Right to
16 Sue" letter from the DFEH on July 13, 2023.

17 18 **FIRST CAUSE OF ACTION**

19 **(Negligence)**

20 **Against All Defendants**

21 69. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set
22 forth herein.

23 70. As owner, operator, and manager of the Unit, LMU owed Plaintiff a duty to exercise
24 reasonable care in the ownership, operation, repair, maintenance, inspection, repair, management and
25 control of the Unit.

26 71. While Plaintiff resided in the Unit, LMU was required to keep the premises in a condition
27 fit for human occupation and to repair all subsequent dilapidations, other than those caused by the
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1 tenant's want of ordinary care, that rendered the premises untenable pursuant to California Civil
2 Code section 1941.1.

3 72. While Plaintiff resided in the Unit and attended LMU as a student, LMU had a duty to
4 warn and protect Plaintiff from foreseeable harm. (*Regents of University of California v. Superior Court*
5 (2018) 4 Cal.5th 607, 624–625 [“we conclude postsecondary schools *do* have a special relationship with
6 students while they are engaged in activities that are part of the school's curriculum or closely related to
7 its delivery of educational services”].)

8 73. LMU breached its duty by so negligently owning, operating, maintaining, managing,
9 inspecting, and repairing the Unit so as to cause it to be unfit for human occupation because the Unit
10 substantially failed to comply with applicable building and housing code standards directly related to the
11 health and safety of inhabitants of the dormitories, including Plaintiff.

12 74. LMU further breached its duty by failing to conduct reasonable mold testing and
13 inspections in light of the information that was available to it. LMU further breached its duty by
14 refusing to provide Plaintiff alternative housing and forcing Plaintiff to return to the Unit before LMU
15 confirmed that mold was not present in the Unit. LMU further breached its duty by misrepresenting to
16 Plaintiff that LMU would conduct air testing of the Unit to test for mold, which it failed to do.

17 75. As a proximate result of LMU's negligence as alleged above, the Unit, at the time
18 Plaintiff had possession, was uninhabitable and unfit for human occupation in that, among other things,
19 there was mold contamination inside the Unit.

20 76. Following the leak on November 26, 2022, and continuing through February of 2023,
21 Plaintiff repeatedly notified LMU, both orally and in writing, of the defective and dangerous conditions
22 described herein and requested that LMU remedy them. LMU failed and refused to properly repair the
23 defective and dangerous conditions, and further refused to transfer Plaintiff to a different Unit within a
24 reasonable time.

25 77. LMU's failure to address the defective and dangerous conditions in the Unit had serious
26 and significant implications, as Plaintiff was suffering severe physical and mental distress consistent
27 with toxic mold contamination and exposure. As a result of the hazardous and defective conditions
28

1 within the Unit, Plaintiff developed serious and irreversible injuries, including, but not limited to,
2 allergies, sinus respiratory distress, skin disorders, headaches, and irritation to the eyes, nose, and throat.

3 78. As a direct and proximate result of LMU's actions against Plaintiff, as described above,
4 Plaintiff has suffered and continues to suffer general damages including but not limited to significant
5 and enduring emotional distress including humiliation, mental anguish and physical distress, injury to
6 mind and body, in an amount Plaintiff estimates to be \$10,000,000, but will be established more
7 accurately by proof at the time of trial.

8 79. As a further proximate result of LMU's negligence and its failure to properly repair the
9 defective and dangerous conditions within a reasonable time, and the serious emotional and physical
10 distress and adverse health effects caused to Plaintiff as a proximate result thereof, Plaintiff was required
11 to and did incur medical and related expenses, all to her further damage in an amount to be established
12 by proof at the time of trial.

13 80. As a further proximate result of LMU's negligence and its failure to properly repair the
14 defective and dangerous conditions within a reasonable time, as alleged above, Plaintiff suffered
15 property damage and economic loss including, but not limited to, damage and/or mold contamination to
16 many of her items and clothing, all to her further damage in an amount to be established by proof at the
17 time of trial.

18 81. LMU's conduct was oppressive and malicious in that it subjected Plaintiff to cruel and
19 unjust hardship in willful and conscious disregard of Plaintiff's rights, health, and safety, thereby
20 entitling Plaintiff to an award of punitive damages. Such conduct, as detailed above, includes, but is not
21 limited to: (a) LMU's failure to conduct proper testing of the Unit, despite LMU's explicit agreement to
22 do so and multiple requests from Plaintiff; (b) LMU's refusal to provide Plaintiff alternative housing
23 until LMU could reasonably confirm that no mold was present in the Unit; (c) LMU forcing Plaintiff to
24 return to the Unit despite the substantial evidence Plaintiff provided LMU evidencing that mold was in
25 the Unit, including letters from Plaintiff's doctor and allergy test results; (d) LMU's failure to timely
26 respond to the leak; (e) LMU forcing Plaintiff to return to the Unit and refusing to provide a temporary
27 alternative after Plaintiff engaged in self-destructive behavior despite LMU's direct knowledge that
28

1 Plaintiff's presence in the Unit caused such behavior; and (f) LMU's discriminatory and retaliatory
2 actions relating to Plaintiff's employment.

3 4 **SECOND CAUSE OF ACTION**

5 **(Intentional Infliction of Emotional Distress)**

6 **Against All Defendants**

7 82. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
8 set forth herein.

9 83. Through LMU's outrageous conduct as described above, LMU acted with a
10 discriminatory intent to cause, or with a reckless disregard for the probability to cause, Plaintiff
11 humiliation, mental anguish, and substantial and enduring emotional distress. To the extent that said
12 outrageous conduct was perpetrated by certain agents of LMU, LMU authorized and ratified the conduct
13 with the knowledge that Plaintiff's emotional and physical distress would thereby increase, and with a
14 wanton and reckless disregard for the deleterious consequences to Plaintiff.

15 84. As a direct and proximate result of LMU's actions against Plaintiff, as described above,
16 Plaintiff has suffered and continues to suffer general damages including but not limited to significant
17 and enduring emotional distress including humiliation, mental anguish and physical distress, injury to
18 mind and body, in an amount Plaintiff estimates to be \$10,000,000, but will be established more
19 accurately by proof at the time of trial.

20 85. LMU's conduct was oppressive and malicious in that it subjected Plaintiff to cruel and
21 unjust hardship in willful and conscious disregard of Plaintiff's rights, health, and safety, thereby
22 entitling Plaintiff to an award of punitive damages. Such conduct, as detailed above, includes, but is not
23 limited to: (a) LMU's failure to conduct proper testing of the Unit, despite LMU's explicit agreement to
24 do so and multiple requests from Plaintiff; (b) LMU's refusal to provide Plaintiff alternative housing
25 until LMU could reasonably confirm that no mold was present in the Unit; (c) LMU forcing Plaintiff to
26 return to the Unit despite the substantial evidence Plaintiff provided LMU evidencing that mold was in
27 the Unit, including letters from Plaintiff's doctor and allergy test results; (d) LMU's failure to timely
28 respond to the leak; (e) LMU forcing Plaintiff to return to the Unit and refusing to provide a temporary

1 alternative after Plaintiff engaged in self-destructive behavior despite LMU's direct knowledge that
2 Plaintiff's presence in the Unit caused such behavior; and (f) LMU's discriminatory and retaliatory
3 actions relating to Plaintiff's employment.

4 5 **THIRD CAUSE OF ACTION**

6 **(Breach of Implied Warranty of Habitability)**

7 **Against All Defendants**

8 86. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
9 set forth herein.

10 87. The implied warranty of habitability imposes upon the landlord the obligation to keep the
11 premises in a "safe and sanitary condition" fit for habitation throughout the term of the lease. A
12 landlord's obligation under the implied warranty of habitability includes substantial compliance with
13 applicable building and housing code standards which materially affect the health and safety of tenants.

14 88. Plaintiff and LMU entered into an agreement for Plaintiff to occupy the Unit for the 22'-
15 23' school year.

16 89. Following the November 2022 leak in the Unit, the Unit became unfit for human
17 occupation in that LMU substantially failed to comply with applicable building and housing code
18 standards that materially affect the tenant's health and safety.

19 90. The implied warranty of habitability is, in effect, a corollary to a residential landlord's
20 statutory obligation to put the premises "into a condition fit for such occupation, and repair all
21 subsequent dilapidations thereof, which render it untenable." (Cal. Civ. Code, § 1941.) Under
22 California Civil Code, section 1941.1, a dwelling unit "shall be deemed" to be "untenantable" (meaning
23 "uninhabitable") if it (1) "substantially lacks" any of the "affirmative standard characteristics"
24 prescribed by California Civil Code, section 1941.1, or (2) is a "substandard unit" as described in
25 California Health and Safety Code, section 17920.3.

26 91. At all times relevant herein, LMU was subject to common law and statutory duties which
27 required LMU to provide Plaintiff with a habitable and tenantable property that complied with all
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1 habitability requirements imposed by state, county and local laws including, but not limited to, Civil
2 Code, section 1941.1, and Health and Safety Code, section 17920.3.

3 92. Affirmative standard tenantability characteristics include effective waterproofing and
4 weather protection of the roof, exterior walls, windows, and doors. (Cal. Civ. Code, § 1941.1(a).) It also
5 includes building, grounds, and appurtenances that, at the inception of and during the rental period, are
6 clean, sanitary, and free from all accumulation of debris, filth, garbage, rodents, and vermin. (Cal. Civ.
7 Code § 1941.1(f).)

8 93. Even assuming, *arguendo*, that Plaintiff and LMU did not have a landlord-tenant
9 relationship (they did), California Civil Code section 1940, et seq., provides legal protections “for **all**
10 **persons** who hire dwelling units located within this state including tenants, lessees, boarders, lodgers,
11 and others, however denominated.” (Emphasis added.) A landlord’s obligation to maintain a residential
12 property in a habitable condition is non-waivable. (Cal. Civ. Code, § 1942.1.)

13 94. The Unit was uninhabitable during the rental period because it substantially lacked
14 “affirmative standard characteristics” prescribed by California Civil Code section 1941.1. Specifically,
15 the Unit lacked effective waterproofing and weather protection of the roof and exterior walls and it was
16 not clean or sanitary due to infestation of toxic mold.

17 95. Similarly, the Unit was uninhabitable because it was a “substandard unit” pursuant to
18 California Health & Safety Code, section 17920.3, which provides any building or portion of a building,
19 including any dwelling unit, is substandard whenever a proscribed condition exists to the extent that it
20 “endangers the life, limb, health, property, safety, or welfare of the public or the occupants.” The
21 conditions proscribed by Section 17920.3 include, but are not limited to, inadequate sanitation, structural
22 hazards, any nuisance, plumbing defects, and faulty weather protection.

23 96. Inadequate sanitation, structural hazards, faulty weather protection and nuisance caused
24 by water damage and resulting toxic mold existed at the Unit and endangered the health and safety of
25 Plaintiff. Further, structural hazards, plumbing defects, and faulty weather protection caused by LMU’s
26 failure to comply with applicable building and housing code standards existed at the Unit, endangering
27 the health and safety of Plaintiff. The above-named conditions caused Plaintiff to live in substandard
28 conditions due to water damage and suffer from respiratory, skin, and neurological illnesses consistent

1 with exposure to toxic mold attributed to structural defects that LMU left unrepaired. Accordingly, the
2 Unit was an uninhabitable, substandard unit as described under California Health & Safety Code, section
3 17920.3.

4 97. LMU breached its duty to render and maintain a building fit for residential occupation as
5 a result of their substantial failure to comply with applicable building and housing code standards that
6 materially affect the tenant's health and safety, as described above.

7 98. Following the November 2022 leak, Plaintiff repeatedly notified LMU, both orally and in
8 writing, of the dangerous conditions described in this Complaint and requested that LMU conduct
9 adequate mold testing and repair and correct the dangerous conditions. Despite having actual notice,
10 LMU failed to properly and promptly repair the defects within a reasonable time, in accordance with
11 applicable housing code standards.

12 99. LMU's failure to maintain the Unit in a habitable condition was significant, as Plaintiff
13 was suffering serious physical and mental reactions consistent with toxic mold contamination and
14 exposure, including, but not limited to, allergies, sinus respiratory distress, skin disorders, headaches,
15 irritation to the eyes, nose and throat irritations, anxiety, stress, and depression.

16 100. Plaintiff did not contribute to the condition or interfere with LMU's ability to make the
17 necessary repairs or testing.

18 101. As a proximate result of LMU's breach of the implied warranty of habitability and their
19 failure to repair the dangerous and defective conditions within a reasonable time or at all, Plaintiff has
20 sustained general and special damages in an amount that shall be established by proof at the time of trial.

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1 **FOURTH CAUSE OF ACTION**

2 **(Breach of Covenant of Quiet Enjoyment)**

3 **Against All Defendants**

4 102. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
5 set forth herein.

6 103. Implied in LMU and Plaintiff's agreement for the lease of the Unit is a covenant of "quiet
7 enjoyment" that LMU would not interfere with or disturb Plaintiff's possession and quiet enjoyment of
8 the Unit for its proscribed purpose.

9 104. LMU substantially breached the implied covenant of quiet-enjoyment through its conduct
10 as described above, including, but not limited to, willfully failing and refusing to promptly and
11 sufficiently repair unsafe, unsanitary, and uninhabitable conditions at the Unit and willfully failing and
12 refusing to maintain the Unit in a habitable condition and in a condition consistent with the purposes
13 contemplated by LMU and Plaintiff's agreement, and obligations under the law.

14 105. LMU's breach of the implied covenant of quiet enjoyment was so substantial as to render
15 the Unit unfit for the purposes contemplated by the parties, as it caused Plaintiff to suffer serious
16 physical and mental reactions consistent with toxic mold contamination and exposure, including, but not
17 limited to, allergies, sinus respiratory distress, skin disorders, headaches, and irritation to the eyes, nose
18 and throat irritations, anxiety, stress, and depression.

19 106. As a proximate result of LMU's breach of the implied covenant of quiet enjoyment and
20 their failure to address and properly repair the defective and dangerous conditions within a reasonable
21 time, Plaintiff suffered property damage and economic loss. As a further proximate result of such
22 breach, Plaintiff suffered discomfort, inconvenience, anxiety, stress, loss of quality and enjoyment of
23 life, annoyance, and adverse health effects, all to her general damages in an amount Plaintiff estimates to
24 be \$10,000,000 but will be established more accurately by proof at the time of trial.

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1 **FIFTH CAUSE OF ACTION**

2 **(Tenant Harassment – Violation of Los Angeles Municipal Code, Section 45.33)**

3 **Against All Defendants**

4 107. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
5 set forth herein.

6 108. Section 45.33 of the Los Angeles Municipal Code (“Section 45.33”) prohibits harassment
7 by a landlord of a tenant in a rental unit.

8 109. In accordance with Section 45.33, LMU meets the definition of a “Landlord,” which is
9 defined as:

10 any owner, lessor, sublessor, manager, and/or person, including any firm, corporation,
11 partnership, or other entity, having any legal or equitable right of ownership or
12 possession or the right to lease or receive rent for the use and occupancy of a rental unit,
and whether acting as principal or through an agent or representative or successor of any
of the foregoing.

13 110. Likewise, Plaintiff meets the definition of “Tenant” for purpose of Section 45.33, which
14 is defined as “any tenant, subtenant, lessee, sublessee, or any other person entitled to use or occupy a
15 rental unit within the City of Los Angeles.”

16 111. The Unit, which is located in the City of Los Angeles, is characterized as a “guest room”
17 and thereby falls within Section 45.33’s definition of a “Rental Unit” (*see* Los Angeles Mun. Code, §
18 12.03 [defining “dormitory” as a “**guest room** designed, intended, or occupied as sleeping quarters by
19 more than two persons” (Emphasis added)].)

20 112. Section 45.33 specifically prohibits a landlord from harassing a tenant through knowing
21 and willful conduct directed at a specific tenant that causes detriment or harm to the tenant, and that
22 serves no lawful purpose, including, but not limited to:

- 23 a. “failing to perform and timely complete necessary repairs and maintenance required by
24 Federal, State, County, or local housing, health, or safety laws”;
- 25 b. “Threatening to or engaging in any act or omission which interferes with the tenant's
26 right to use and enjoy the rental unit or whereby the premises are rendered unfit for
27 human habitation and occupancy”;
- 28 c. “Other repeated acts or omissions of such significance as to substantially interfere with or
disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to
cause, or are committed with the objective to cause a tenant(s) to surrender or waive any
rights in relation to such tenancy.”

113. LMU violated Section 45.33 by failing to perform reasonable mold testing at the Unit, knowingly and willfully failing to perform and timely complete necessary repairs and maintenance of the Unit within a reasonable time after receiving written notice from Plaintiff, misrepresenting to Plaintiff that the Unit was free of mold, misrepresenting to Plaintiff that air testing for mold would take place, and failing to provide Plaintiff alternative housing.

114. As a result of LMU's violation of Section 45.33, Plaintiff is entitled to compensatory damages, rent refunds for reduction in housing services, reasonable attorney's fees and costs, imposition of civil penalties of up to \$10,000 per violation depending upon the severity of the violation, tenant relocation, and other appropriate relief, as adjudged by the Court.

SIXTH CAUSE OF ACTION

(Nuisance)

Against All Defendants

115. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully set forth herein.

116. Plaintiff has held a leasehold interest and has been a tenant of the Unit at all times relevant herein.

117. Plaintiff is informed and believes, and thereupon alleges LMU was sole owner, landlord, and/or managing agent of the Unit.

118. The conditions of the Unit that LMU negligently caused constitute a nuisance within, but not limited to, the meaning of California Civil Code section 3479 et seq., in that said defective conditions were injurious to the health and safety of Plaintiff, indecent and offensive to the senses of Plaintiff, and interfered substantially with Plaintiff's comfortable enjoyment of the Property.

119. Despite being required by law to abate the nuisance, LMU failed to correct conditions rendering the Unit a nuisance. LMU knew, or reasonably should have known, that Plaintiff would be injured as a result of this failure to abate the nuisance.

120. As a direct and proximate result of LMU's failure to abate the nuisance, as described above, Plaintiff has suffered and continues to suffer general damages including but not limited to

1 significant and enduring emotional distress including humiliation, mental anguish, anxiety, depression,
2 inconvenience, loss of enjoyment and quality of life, and physical distress, injury to mind and body, in
3 an amount Plaintiff estimates to be \$10,000,000, but will be established more accurately by proof at the
4 time of trial.

5 121. LMU's conduct was oppressive and malicious in that it subjected Plaintiff to cruel and
6 unjust hardship in willful and conscious disregard of Plaintiff's rights, health, and safety, thereby
7 entitling Plaintiff to an award of punitive damages. Such conduct, as detailed above, includes, but is not
8 limited to: (a) LMU's failure to conduct proper testing of the Unit, despite LMU's explicit agreement to
9 do so and multiple requests from Plaintiff; (b) LMU's refusal to provide Plaintiff alternative housing
10 until LMU could reasonably confirm that no mold was present in the Unit; (c) LMU forcing Plaintiff to
11 return to the Unit despite the substantial evidence Plaintiff provided LMU evidencing that mold was in
12 the Unit, including letters from Plaintiff's doctor and allergy test results; (d) LMU's failure to timely
13 respond to the leak; (e) LMU forcing Plaintiff to return to the Unit and refusing to provide a temporary
14 alternative after Plaintiff engaged in self-destructive behavior despite LMU's direct knowledge that
15 Plaintiff's presence in the Unit caused such behavior; and (f) LMU's discriminatory and retaliatory
16 actions relating to Plaintiff's employment.

17 18 **SEVENTH CAUSE OF ACTION**

19 **(Premises Liability)**

20 **Against All Defendants**

21 122. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
22 set forth herein.

23 123. As owner, operator, maintainer, inspector, repairer, operator, controller, and manager of
24 the Unit, LMU owed Plaintiff a duty to exercise reasonable care in the ownership, operation,
25 maintenance, repair, management, inspection, and control of the Unit.

26 124. While Plaintiff resided in the Unit, LMU was required to put the premises in a condition fit
27 for human occupation and to repair all subsequent dilapidations, other than those caused by the tenant's
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1 want of ordinary care, that rendered the premises untenantable pursuant to California Civil Code section
2 1941.1.

3 125. While Plaintiff resided in the Unit and attended LMU as a student, LMU had a duty to
4 warn and protect Plaintiff from foreseeable harm. (*Regents of University of California v. Superior Court*,
5 *supra*, 4 Cal.5th at 624–625 [“we conclude postsecondary schools *do* have a special relationship with
6 students while they are engaged in activities that are part of the school's curriculum or closely related to
7 its delivery of educational services”].)

8 126. LMU breached its duty by so negligently owning, maintaining, operating, inspecting,
9 managing, repairing, and controlling the Unit as to cause it to be unfit for human occupation in that the
10 Unit substantially failed to comply with those applicable building and housing code standards that
11 materially affect the health and safety of inhabitants of the dormitories.

12 127. LMU further breached its duty by failing to conduct reasonable mold testing and
13 inspections in light of the information that was available to it. LMU further breached its duty by
14 refusing to provide Plaintiff alternative housing and forcing Plaintiff to return to the Unit before LMU
15 confirmed that mold was not present in the Unit. LMU further breached its duty by misrepresenting to
16 Plaintiff that LMU would conduct air testing of the Unit to test for mold, which it failed to do.

17 128. As a proximate result of LMU’s negligence as alleged above, the Unit, at the time
18 Plaintiff had possession, was uninhabitable and unfit for human occupation in that, among other things,
19 there was mold contamination inside the Unit.

20 129. Following the leak on November 26, 2022, and continuing through February of 2023,
21 Plaintiff repeatedly notified LMU, both orally and in writing, of the defective and dangerous conditions
22 described herein and requested that LMU remedy them. LMU failed and refused to properly repair the
23 defective and dangerous conditions, and further refused to transfer Plaintiff to a different Unit within a
24 reasonable time.

25 130. LMU’s failure to address the defective and dangerous conditions had serious and
26 significant implications, as Plaintiff was suffering severe physical and mental reactions consistent with
27 toxic mold contamination and exposure. As a result of the hazardous and defective conditions, Plaintiff
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1 developed serious and irreversible injuries, including, but not limited to, allergies, sinus respiratory
2 distress, skin disorders, headaches, and irritation to the eyes, and nose and throat irritations.

3 131. As a direct and proximate result of LMU's actions against Plaintiff, as described above,
4 Plaintiff has suffered and continues to suffer general damages including but not limited to significant
5 and enduring emotional distress including humiliation, anxiety, inconvenience, loss of quality of life,
6 mental anguish and physical distress, injury to mind and body, in an amount Plaintiff estimates to be
7 \$10,000,000, but will be established more accurately by proof at the time of trial.

8 132. As a further proximate result of LMU's negligence and its failure to properly repair the
9 defective and dangerous conditions within a reasonable time, and the serious emotional and physical
10 distress and adverse health effects caused to Plaintiff as a proximate result thereof, Plaintiff was required
11 to and did incur medical and related expenses, all to her further damage in an amount to be established
12 by proof at the time of trial.

13 133. As a further proximate result of LMU's negligence and its failure to properly repair the
14 defective and dangerous conditions within a reasonable time, as alleged above, Plaintiff suffered
15 property damage and economic loss including, but not limited to, damage and/or mold contamination to
16 many of her items and clothing, all to her further damage in an amount to be established by proof at the
17 time of trial.

18 134. LMU's conduct was oppressive and malicious in that it subjected Plaintiff to cruel and
19 unjust hardship in willful and conscious disregard of Plaintiff's rights, health, and safety, thereby
20 entitling Plaintiff to an award of punitive damages. Such conduct, as detailed above, includes, but is not
21 limited to: (a) LMU's failure to conduct proper testing of the Unit, despite LMU's explicit agreement to
22 do so and multiple requests from Plaintiff; (b) LMU's refusal to provide Plaintiff alternative housing
23 until LMU could reasonably confirm that no mold was present in the Unit; (c) LMU forcing Plaintiff to
24 return to the Unit despite the substantial evidence Plaintiff provided LMU evidencing that mold was in
25 the Unit, including letters from Plaintiff's doctor and allergy test results; (d) LMU's failure to timely
26 respond to the leak; (e) LMU forcing Plaintiff to return to the Unit and refusing to provide a temporary
27 alternative after Plaintiff engaged in self-destructive behavior despite LMU's direct knowledge that
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1 Plaintiff's presence in the Unit caused such behavior; and (f) LMU's discriminatory and retaliatory
2 actions relating to Plaintiff's employment.

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4 **EIGHTH CAUSE OF ACTION**

5 **(Negligent Misrepresentation)**

6 **Against All Defendants**

7 135. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
8 set forth herein.

9 136. LMU made multiple representations to Plaintiff on separate occasions that the Unit was
10 free of mold and adequate testing had been performed by LMU staff. LMU further represented that
11 additional air testing would be done, but it never was.

12 137. Independent mold testing performed on behalf of Plaintiff revealed that LMU's
13 representations that no mold was present in the Unit were not true.

14 138. Plaintiff is informed and believes, and thereupon alleges LMU intended Plaintiff to rely
15 on such representations but had no reasonable grounds to believe its representations were true when
16 made, in light of all of the available evidence.

17 139. Plaintiff reasonably relied on LMU's representations, returning to the Unit, as discussed
18 above.

19 140. As a direct and proximate result of Plaintiff's reliance on LMU's representations, as
20 described above, Plaintiff has suffered and continues to suffer general damages including but not limited
21 to significant and enduring emotional distress including humiliation, inconvenience, anxiety, depression,
22 loss of quality and enjoyment of life, mental anguish and physical distress, injury to mind and body, in
23 an amount Plaintiff estimates to be \$10,000,000, but will be established more accurately by proof at the
24 time of trial. Plaintiff's reliance on LMU's representation was a substantial factor in causing Plaintiff's
25 harm.

26 141. LMU's conduct was oppressive and malicious in that it subjected Plaintiff to cruel and
27 unjust hardship in willful and conscious disregard of Plaintiff's rights, health, and safety, thereby
28 entitling Plaintiff to an award of punitive damages. Such conduct, as detailed above, includes, but is not

1 limited to: (a) LMU's failure to conduct proper testing of the Unit, despite LMU's explicit agreement to
2 do so and multiple requests from Plaintiff; (b) LMU's refusal to provide Plaintiff alternative housing
3 until LMU could reasonably confirm that no mold was present in the Unit; (c) LMU forcing Plaintiff to
4 return to the Unit despite the substantial evidence Plaintiff provided LMU evidencing that mold was in
5 the Unit, including letters from Plaintiff's doctor and allergy test results; (d) LMU's failure to timely
6 respond to the leak; (e) LMU forcing Plaintiff to return to the Unit and refusing to provide a temporary
7 alternative after Plaintiff engaged in self-destructive behavior despite LMU's direct knowledge that
8 Plaintiff's presence in the Unit caused such behavior; and (f) LMU's discriminatory and retaliatory
9 actions relating to Plaintiff's employment.

11 **NINTH CAUSE OF ACTION**

12 **(Intentional Misrepresentations)**

13 **Against All Defendants**

14 142. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
15 set forth herein.

16 143. LMU made multiple representations to Plaintiff on separate occasions that the Unit was
17 free of mold and adequate testing had been performed by LMU staff. LMU further represented that
18 additional air testing would be done, but it never was.

19 144. Independent mold testing performed on behalf of Plaintiff revealed that LMU's
20 representations that no mold was present in the Unit were not true.

21 145. Plaintiff is informed and believes, and thereupon alleges that LMU made representations
22 that the Unit did not have mold and that adequate testing had been performed by LMU staff. These
23 representations were made recklessly and without regard for the truth. LMU's own housing policies
24 acknowledge that mold can lead to serious health concerns. Plaintiff is further informed and believes,
25 and thereupon alleges that LMU staff members who made the determination that no further testing was
26 required did not have sufficient background or expertise in mold testing. Plaintiff is further informed
27 and believes, and thereupon alleges that Plaintiff provided LMU adequate information to reasonably
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warrant additional mold testing, and LMU's representations were made with a reckless disregard of such information.

146. Plaintiff is informed and believes, and thereupon alleges LMU intended Plaintiff to rely on such representations, and Plaintiff did reasonably rely on such representations by returning to the Unit, as discussed above.

147. As a direct and proximate result of Plaintiff's reliance on LMU's representations, as described above, Plaintiff has suffered and continues to suffer general damages including but not limited to significant and enduring emotional distress including humiliation, anxiety, depression, loss of quality and enjoyment of life, mental anguish and physical distress, injury to mind and body, in an amount Plaintiff estimates to be \$10,000,000, but will be established more accurately by proof at the time of trial. Plaintiff's reliance on LMU's representation was a substantial factor in causing Plaintiff's harm.

148. Plaintiff is informed and believes, and thereupon alleges that the RD knew that her statement that additional air testing would be performed was false when the RD made it, or the RD made the representation recklessly and without regard for its truth.

149. LMU's conduct was oppressive and malicious in that it subjected Plaintiff to cruel and unjust hardship in willful and conscious disregard of Plaintiff's rights, health, and safety, thereby entitling Plaintiff to an award of punitive damages. Such conduct, as detailed above, includes, but is not limited to: (a) LMU's failure to conduct proper testing of the Unit, despite LMU's explicit agreement to do so and multiple requests from Plaintiff; (b) LMU's refusal to provide Plaintiff alternative housing until LMU could reasonably confirm that no mold was present in the Unit; (c) LMU forcing Plaintiff to return to the Unit despite the substantial evidence Plaintiff provided LMU evidencing that mold was in the Unit, including letters from Plaintiff's doctor and allergy test results; (d) LMU's failure to timely respond to the leak; (e) LMU forcing Plaintiff to return to the Unit and refusing to provide a temporary alternative after Plaintiff engaged in self-destructive behavior despite LMU's direct knowledge that Plaintiff's presence in the Unit caused such behavior; and (f) LMU's discriminatory and retaliatory actions relating to Plaintiff's employment.

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Against All Defendants

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1 156. As a further proximate result of LMU's negligence and its failure to properly repair the
2 defective and dangerous conditions within a reasonable time, and the serious emotional and physical
3 distress and adverse health effects caused to Plaintiff as a proximate result thereof, Plaintiff was required
4 to and did incur medical and related expenses, all to her further damage in an amount to be established
5 by proof at the time of trial.

6 157. As a further proximate result of LMU's negligence and its failure to properly repair the
7 defective and dangerous conditions within a reasonable time, as alleged above, Plaintiff suffered
8 property damage and economic loss including, but not limited to, damage and/or mold contamination to
9 much of her items and clothing, all to her further damage in an amount to be established by proof at the
10 time of trial.

11 158. LMU's conduct was oppressive and malicious in that it subjected Plaintiff to cruel and
12 unjust hardship in willful and conscious disregard of Plaintiff's rights, health, and safety, thereby
13 entitling Plaintiff to an award of punitive damages. Such conduct, as detailed above, includes, but is not
14 limited to: (a) LMU's failure to conduct proper testing of the Unit, despite LMU's explicit agreement to
15 do so and multiple requests from Plaintiff; (b) LMU's refusal to provide Plaintiff alternative housing
16 until LMU could reasonably confirm that no mold was present in the Unit; (c) LMU forcing Plaintiff to
17 return to the Unit despite the substantial evidence Plaintiff provided LMU evidencing that mold was in
18 the Unit, including letters from Plaintiff's doctor and allergy test results; (d) LMU's failure to timely
19 respond to the leak; (e) LMU forcing Plaintiff to return to the Unit and refusing to provide a temporary
20 alternative after Plaintiff engaged in self-destructive behavior despite LMU's direct knowledge that
21 Plaintiff's presence in the Unit caused such behavior; and (f) LMU's discriminatory and retaliatory
22 actions relating to Plaintiff's employment.

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Against All Defendants

162. During the course of Plaintiff's involvement in the Student Program, Plaintiff had a psychiatric disability. Further, following the November 26 leak, Plaintiff suffered from additional disabilities, namely, severe headaches, sinus respiratory illnesses, breathing difficulties, allergies, and irritation to the eyes, nose, and throat, stress, anxiety, and depression (collectively or each separately, "Disability"). All such conditions fall under the definition under California law and all such conditions limited her physical, mental, and social activities, and her ability to work and sleep.

1 163. Plaintiff falls into the class of persons protected from discrimination under FEHA. (Cal.
2 Gov. Code, § 12926.) Plaintiff is informed and believes, and thereupon alleges that LMU was aware
3 and had full and complete knowledge of Plaintiff's disabilities.

4 164. Plaintiff was able to perform the essential job duties with reasonable accommodation for
5 her Disability. At all times during her employment, Plaintiff was otherwise qualified to do her job.

6 165. Plaintiff is informed and believes, and thereupon alleges LMU took an adverse
7 employment action against Plaintiff on the basis of her actual or perceived disability by penalizing her
8 potential earnings and suspending her from the Student Program.

9 166. Plaintiff is informed and believes, and thereupon alleges Plaintiff's actual or perceived
10 disability was a motivating reason for LMU's actions.

11 167. As a direct, legal, and proximate cause of Plaintiff's aforementioned protected status,
12 LMU discriminated against Plaintiff on the basis of her actual or perceived disability, including, but not
13 limited to, taking into account her Disability in evaluating suspending her from the Student Program and
14 assessing penalties against her potential earnings.

15 168. As a direct, foreseeable, and proximate result of LMU's conduct, as alleged above,
16 Plaintiff has suffered lost income, employment, and career opportunities, and has suffered and continues
17 to suffer other economic loss, the precise amount of which will be proven at trial.

18 169. As a direct, foreseeable, and proximate result of LMU's conduct, as alleged above,
19 Plaintiff has suffered and continues to suffer great anxiety, embarrassment, anger, loss of enjoyment of
20 life, and emotional distress, the precise amount of which will be proven at trial.

21 170. Moreover, FEHA requires employers to take all reasonable steps to prevent
22 discrimination, including the institution by employer of policies, procedures, and practices that include
23 prompt and effective remedial procedures, and appropriate training, monitoring and disciplinary
24 measures. (Cal. Gov. Code § 1290, subd. (k).)

25 171. LMU did not take any monitoring, training, or disciplinary measures to remedy the
26 discrimination of Plaintiff. LMU's policies, procedures, and practices were inadequate for prevention,
27 monitoring, and remediation of discrimination and harassment. If such policies, procedures, and
28 practices existed, employees, including supervisors, were insufficiently trained or made aware of those

1 policies and procedures to prevent discrimination and harassment from occurring. Once LMU were
2 made aware of discriminatory conduct against Plaintiff, they failed to take reasonable steps to prevent
3 discrimination against Plaintiff, and instead retaliated against Plaintiff.

4 172. LMU's failure to take reasonable steps to prevent discrimination was a substantial factor
5 in causing Plaintiff's harm.

6 173. The conduct which Plaintiff complains of in this Complaint was carried out by LMU
7 willfully, intentionally, and with oppression, malice, and fraud and was carried out with conscious
8 disregard for Plaintiff's rights; as such, Plaintiff is entitled to an award of punitive damages. The
9 aforementioned conduct on which punitive damages is alleged, was done with the advance knowledge
10 by an officer, director and/or managing agent of LMU.

11 12 **TWELFTH CAUSE OF ACTION**

13 **(Unlawful Business Practices – Bus. & Prof. Code, § 17200 et seq.)**

14 **Against All Defendants**

15 174. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set
16 forth herein.

17 175. The uninhabitable conditions at the Unit result from LMU's failure to maintain and repair
18 the Premises as required by Health & Safety Code section 17920.3, California Civil Code section
19 1941.1, and numerous building and housing code standards that materially affect a tenant's health and
20 safety.

21 176. Plaintiff contends that renting an apartment under these conditions constitutes an unfair
22 and unlawful business practice by violating Health & Safety Code section 17920.3, California Civil
23 Code section 1941.1, and numerous building and housing code standards that materially affect a tenant's
24 health and safety.

25 177. Further, LMU has in the course of business committed acts and/or omissions and engaged
26 in a practice of unfair competition, as defined by Business & Professions Code section 17200, by
27 suspending Plaintiff from the Student Program on the basis of her disability, penalizing Plaintiff's
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1 potential earnings based on her disability, and classifying the total amount of potential earnings as
2 income earned by Plaintiff for tax purposes without consideration of the penalties LMU assessed.

3 178. The conduct of LMU as alleged above, constitutes unlawful, unfair and fraudulent
4 activity prohibited by Business and Professions Code section 17200.

5 179. As a result of their improper acts, LMU has reaped and continues to reap unfair benefits
6 and illegal profits at the expense of Plaintiff and others. LMU should be made to disgorge these ill-
7 gotten gains and restore to Plaintiff these gains pursuant to Business and Professions Code section
8 17203.

9 **PRAYER FOR RELIEF**

10 Plaintiff requests the following relief:

11 1. For general damages, including emotional distress damages, estimated to be \$10,000,000,
12 which will be established more accurately according to proof on each cause of action for which such
13 damages are available;

14 2. For special damages, according to proof on each cause of action for which such damages
15 are available;

16 3. For punitive damages on each cause of action for which such damages are available

17 4. For prejudgment interest and post-judgment interest according to law;

18 5. For reasonable attorneys' fees incurred in this action pursuant to Los Angeles Municipal
19 Code section 45.35 and Civil Code section 1942.4 and any other statute or agreement permitting such
20 fees;

21 6. For statutory penalties;

22 7. For costs of suit incurred in this action;

23 8. For such other and further relief that the Court deems proper and just.

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Dated: July 14, 2023

Glynis

Complaint for Damages