

SINGLETON SCHREIBER, LLP
Christopher Rodriguez, Esq. (SBN 212274)
1414 K Street, Ste. 470
Sacramento, CA 95814
PH: (916) 256-2312
Fax: (619) 255-1515
Email crodriguez@singletonschreiber.com

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David W. Slayton,
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LAW OFFICE OF TODD T. CARDIFF, APLC
Todd T. Cardiff, Esq. (SBN 221851)
1901 First Ave., Ste. 219
San Diego, CA 92101
PH: (619) 546-5123
Fax: (619) 546-5133
Email: todd@tcardiffllaw.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES — STANLEY MOSK COURTHOUSE

Case No.: **25STCV19096**

MARY ABSOUSEIBAA, TRACY
ADEWUNMI, ADRIAN G. ALEXIS,
OMOWUNMI APATA, PATRICIA
AUGUST, JENNIFER BAILEY, SILVIA
BALDASSINI, ALEXANDRA L. BECKER,
JONELLE BERMENT, MICHAEL
BERMENT, ALISHA BOYD, CINDI
CALHOUN, DETRIC COFIELD, ODAT
ELSEY, SYMONE FAIRCHILD-VARNER,
JADE FERGUSON, LISA GONZALEZ,
JANET HOLT, KATHLEEN HULICK, IAN
JACKSON, JOVITA JENKINS, KRYSTAL
JOHNSON, LATRYCE JOYNER,
VIKTORIA KOOS, TAYLOR KUTT,
EDWIN LEWIS, KEIWANA LEWIS,
JAYDEN MATTHEWS, ANASTASIIA
NALYVAIKO, DAN NEUBERT, ERIN
OKOSUN, SHANTAI PERRY, KHALILAH
PRATT-VENSON, TIA RANDLE, RACHEL
RYSO, TIFFANY SANCHEZ, JUWAN
SEABERRY, CAYLA SPATZ, MARIEL
SUAREZ, JORDAN TAYLOR, JILL
THOMAS, CHRISTOPHER TOTH,
REGINALD VENSON, ASHLI

COMPLAINT FOR:

- 1. Breach of Contract;**
- 2. Breach of Implied Covenant of Good Faith and Fair Dealing;**
- 3. Breach of Implied Warranty of Habitability;**
- 4. Negligent Maintenance of Premises;**
- 5. Maintenance of Nuisance;**
- 6. Intentional Infliction of Emotional Distress;**
- 7. Negligent Infliction of Emotional Distress;**
- 8. Negligence**
- 9. Premises Liability**
- 10. Willful Interruption of Services**
- 11. Collection of Excessive Rent**
- 12. Breach of Covenant of Quiet Enjoyment**
- 13. Fraud**
- 14. Violation of Business & Professions Code § 17200 (CLASS CLAIM)**
- 15. Medical Monitoring (CLASS CLAIM)**

1 WILBOURNE, DEBORRAH WILKINSON,
2 and JON WOOTEN,

3 Plaintiffs,

4 v.

5 ESSEX PROPERTY TRUST, INC., a
6 California corporation, ESSEX
7 MANAGEMENT CORPORATION, a
8 California corporation; ESSEX FOUNTAIN
9 PARK APARTMENTS, L.P., a California
10 Limited Partnership; and DOES 1 through 50,
11 inclusive,

12 Defendants.

JURY TRIAL DEMANDED

13
14 **COMPLAINT**

15 Come now Plaintiffs MARY ABSOUSEIBAA, TRACY ADEWUNMI, ADRIAN G.
16 ALEXIS, OMOWUNMI APATA, PATRICIA AUGUST, JENNIFER BAILEY, SILVIA
17 BALDASSINI, ALEXANDRA L. BECKER, JONELLE BERMENT, MICHAEL BERMENT,
18 ALISHA BOYD, CINDI CALHOUN, DETRIC COFIELD, ODAT ELSEY, SYMONE FAIRCHILD-
19 VARNER, JADE FERGUSON, LISA GONZALEZ, JANET HOLT, KATHLEEN HULICK, IAN
20 JACKSON, JOVITA JENKINS, KRYSTAL JOHNSON, LATRYCE JOYNER, VIKTORIA KOOS,
21 TAYLOR KUTT, EDWIN LEWIS, KEIWANA LEWIS, JAYDEN MATTHEWS, ANASTASIIA
22 NALYVAIKO, DAN NEUBERT, ERIN OKOSUN, SHANTAI PERRY, KHALILAH PRATT-
23 VENSON, TIA RANDLE, RACHEL RYSSO, TIFFANY SANCHEZ, JUWAN SEABERRY,
24 CAYLA SPATZ, MARIEL SUAREZ, JORDAN TAYLOR, JILL THOMAS, CHRISTOPHER
25 TOTH, REGINALD VENSON, ASHLI WILBOURNE, DEBORRAH WILKINSON, and JON
26 WOOTEN (“Plaintiffs”) by and through Plaintiffs’ undersigned counsel, hereby submit this Complaint
27 and jury demand against Defendant ESSEX MANAGEMENT CORPORATION, ESSEX
28 PROPERTY TRUST, INC., and ESSEX FOUNTAIN PARK APARTMENTS, L.P., and DOES 1

1 through 50 (collectively “Defendants” or “Essex”). Upon information and belief, and based upon the
2 investigation of counsel, Plaintiffs state and allege as follows:

3 INTRODUCTION

4 1. This is an action for damages related to Essex’s management, ownership, and control
5 of the Fountain Park Apartments, an apartment complex comprised of five (5) buildings located at
6 13175 Fountain Park Drive, Playa Vista, CA, 90094 (“A Building”); 13163 Fountain Park Drive,
7 Playa Vista, CA, 90094 (“B Building”); 13151 Fountain Park Drive, Playa Vista, CA, 90094 (“C
8 Building”); 5389 Playa Vista Drive, Playa Vista, CA, 90094 (“D Building”); 5399 Playa Vista Drive,
9 Playa Vista, CA, 90094 (“E Building”) (collectively the “Property”).

10 2. Despite its proximity to popular tourist destinations like Venice Beach and Marina Del
11 Rey—known for their iconic beachfront boardwalks and piers, stunning views of the Pacific Ocean,
12 quirky coastal charm, and numerous attractions – the Property’s nearly 700 units are plagued with
13 deplorable, substandard, and uninhabitable living conditions.

14 3. Even after repeated referrals to the City of Los Angeles Housing Department and Fire
15 Department, and ensuing notices of violation, Essex has failed to address critical habitability issues
16 and comply with necessary repairs at the Property.

17 4. This includes Essex’s failure to comply with the Playa Vista Methane Prevention,
18 Detection, and Monitoring Program (“Methane Mitigation Program” or the “Program”), set forth by
19 the City of Los Angeles to ensure the safety of residents on the site, which sits atop a sizable naturally
20 occurring methane seep.

21 5. Essex’s willful noncompliance with the Methane Mitigation Program includes its
22 failure to fully implement the requirements of the Program and its failure to address needed repairs to
23 the Property’s defective methane detection and mitigation system (“Methane Mitigation System”).

24 6. Essex’s negligence and noncompliance then extends to its failure to inform tenants of
25 the presence of methane and its potential dangers at the Property site, its failure to inform them of
26 Defendants’ own willful non-compliance with the Program, and its failure to provide residents,
27 including Plaintiffs, with a proper methane evacuation and emergency plan.

28 7. Further, Essex has also neglected to address additional habitability concerns at the

Property such as flooding and faulty plumbing; defective natural gas appliances; poor water quality; filth, including human and animal feces, in common areas; ongoing pest infestations of varying types including but not limited to mice, termites, and roaches; extended elevator malfunctions and outages; and lack of adequate security measures.

8. Essex was given a Notice and Order to Comply in 2024 by the Los Angeles Housing Department for failing to have a responsible party in residence at the apartment complex and for failing to post contact information for the Property's residents.

9. Through the above actions, Essex has shown a blatant disregard for the well-being of the Property's residents, including the health and safety of Plaintiffs.

10. As a direct and proximate result of Essex's wrongful conduct, Plaintiffs suffered serious emotional, physical, and economic injuries, some yet known, relating to the numerous habitability concerns at the Property, as described below.

THE PARTIES

A. The Plaintiffs

11. At all times mentioned herein, Plaintiff MARY ABSOUSEIBAA was and is an individual residing in Los Angeles County in the State of California. At all relevant times mentioned herein, Plaintiff MARY ABSOUSEIBAA lived in a housing accommodation located at 5389 Playa Vista Drive, #D-333, Playa Vista, CA, 90094; 13163 Fountain Park Drive, # B-424, Playa Vista, CA, 90094; and/or 13151 Fountain Park Drive, # C-311, Playa Vista, CA, 90094 ("Rental Unit(s)"). From the time Plaintiff MARY ABSOUSEIBAA took possession of the Rental Unit(s), after entering a residential lease agreement with Essex in or around November 2017, the premises were uninhabitable and unfit for human occupation, including by virtue of Defendants' failure to inform residents about the presence of a large methane seep under the property (and the other dangerous gasses associated with that seep) and Defendants' willful, undisclosed failure to comply with the requirements of the Methane Mitigation Program. Despite repeated complaints to Essex, problems with the Property persisted, including trespassers relieving themselves in common areas; lack of enforcement of noise policies and repeated noise intrusions in the Rental Unit, which led to disputes with neighbors; a general lack of security that led to her being followed by a nonresident on the Property; stolen

1 packages; car break-ins due to frequent garage door malfunctions; lack of security cameras;
2 continuously increasing security deposits despite returning clean units; frequent triggering of alarms;
3 dog waste in the hallways and elevators; trash in the common areas; and rodents in the walls, among
4 other things. As a direct and proximate result of Defendants' conduct and the conditions outlined
5 herein, Plaintiff MARY ABSOUSEIBAA has, continues to, and likely will in the future suffer illness,
6 physical injury, mental stress, emotional distress, shame, anxiety, depression, helplessness, frustration,
7 discomfort, annoyance, and fear, as well as loss in the value of the leasehold, property damage, and
8 other economic damage in an amount to be determined according to proof.

9 12. At all times mentioned herein, Plaintiff TRACY ADEWUNMI was and is an individual
10 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
11 Plaintiff TRACY ADEWUNMI lived in a housing accommodation located at 13175 Fountain Park
12 Drive, #A-227, Playa Vista, CA, 90094 (for purposes of this paragraph, "Rental Unit"). From the time
13 Plaintiff TRACY ADEWUNMI took possession of the Rental Unit, after entering a residential lease
14 agreement with Essex in or around February 8, 2010, the premises were uninhabitable and unfit for
15 human occupation, including by virtue of Defendants' failure to inform residents about the presence
16 of a large methane seep under the property (and the other dangerous gasses associated with that seep)
17 and Defendants' willful, undisclosed failure to comply with the requirements of the Methane
18 Mitigation Program. Despite repeated complaints to Essex, problems with foul-smelling water,
19 frequent and persistent elevator outages, and pests such as roaches and squirrels, among other things,
20 including those listed herein, persisted. As a direct and proximate result of Defendants' conduct and
21 the conditions outlined herein, Plaintiff TRACY ADEWUNMI has, continues to, and likely will in the
22 future, suffer illness, physical injury, mental stress, emotional distress, shame, anxiety, depression,
23 helplessness, frustration, discomfort, annoyance, and fear, as well as loss in the value of the leasehold,
24 property damage, and other economic damage in an amount to be determined according to proof.

25 13. At all times mentioned herein, Plaintiffs ADRIAN G. ALEXIS and ALEXANDRA L.
26 BECKER were individuals residing in Los Angeles County in the State of California. At all relevant
27 times mentioned herein, Plaintiffs ADRIAN G. ALEXIS and ALEXANDRA L. BECKER lived in a
28 housing accommodation located at 5389 Playa Vista Drive, #D-437, Playa Vista, CA, 90094 (for

1 purposes of this paragraph, "Rental Unit"). From the time Plaintiffs ADRIAN G. ALEXIS and
2 ALEXANDRA L. BECKER took possession of the Rental Unit, after entering a residential lease
3 agreement with Essex in or around October 27, 2020, the premises were uninhabitable and unfit for
4 human occupation, including by virtue of Defendants' failure to inform residents about the presence
5 of a large methane seep under the property (and the other dangerous gasses associated with that seep)
6 and Defendants' willful, undisclosed failure to comply with the requirements of the Methane
7 Mitigation Program. Despite repeated complaints to Essex, problems with the Property persisted,
8 including flooding and water leaks in the Rental Unit and the other issues listed herein, among other
9 things. As a direct and proximate result of Defendants' conduct and the conditions outlined herein,
10 Plaintiffs ADRIAN G.ALEXIS and ALEXANDRA L. BECKER have, continue to, and likely will in
11 the future suffer illness, physical injury, mental stress, emotional distress, shame, anxiety, depression,
12 helplessness, frustration, discomfort, annoyance, and fear, as well as loss in the value of the leasehold,
13 property damage, and other economic damage in an amount to be determined according to proof.

14 14. At all times mentioned herein, Plaintiff OMOWUNMI APATA was and is an
15 individual residing in Los Angeles County in the State of California. At all relevant times mentioned
16 herein, Plaintiff OMOWUNMI APATA worked in a housing accommodation located at 5399 Playa
17 Vista Drive, #E-125, Playa Vista, CA, 90094 (for purposes of this paragraph, "Rental Unit"). From
18 the time Plaintiff OMOWUNMI APATA begin working as a nurse for the resident of the Rental Unit,
19 in or around 2020, the premises were uninhabitable and unfit for human occupation, including by
20 virtue of Defendants' failure to inform residents about the presence of a large methane seep under the
21 property (and the other dangerous gasses associated with that seep) and Defendants' willful,
22 undisclosed failure to comply with the requirements of the Methane Mitigation Program. Despite
23 repeated complaints to Essex, problems with the Property persisted, including strong odors and the
24 other issues listed herein, persisted. As a direct and proximate result of Defendants' conduct and the
25 conditions outlined herein, Plaintiff OMOWUNMI APATA has, continues to, and likely will in the
26 future suffer illness, physical injury, mental stress, emotional distress, shame, anxiety, depression,
27 helplessness, frustration, discomfort, annoyance, and fear, as well as property damage and other
28 economic damage in an amount to be determined according to proof.

1 15. At all times mentioned herein, Plaintiff PATRICIA AUGUST was and is an individual
2 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
3 Plaintiff PATRICIA AUGUST lived in a housing accommodation located at 5399 Playa Vista Drive,
4 #E-104, Playa Vista, CA, 90094 (for purposes of this paragraph, “Rental Unit”). From the time
5 Plaintiff PATRICIA AUGUST took possession of the Rental Unit, after entering a residential lease
6 agreement with Essex in or around December 2002, the premises were uninhabitable and unfit for
7 human occupation, including by virtue of Defendants’ failure to inform residents about the presence
8 of a large methane seep under the property (and the other dangerous gasses associated with that seep)
9 and Defendants’ willful, undisclosed failure to comply with the requirements of the Methane
10 Mitigation Program. Despite repeated complaints to Essex, problems with the Property persisted,
11 including repeated alarms triggering; flooding that resulted in damage to her furniture; unauthorized
12 entries into her Rental Unit by Property management; repeated noise intrusions in her Rental Unit;
13 lack of ability to contact Property management, and the other issues listed herein, among other things.
14 As a direct and proximate result of Defendants’ conduct and the conditions outlined herein, Plaintiff
15 PATRICIA AUGUST has, continues to, and likely will in the future suffer illness, physical injury,
16 mental stress, emotional distress, shame, anxiety, depression, helplessness, frustration, discomfort,
17 annoyance, and fear, as well as loss in the value of the leasehold, property damage, and other economic
18 damage in an amount to be determined according to proof.

19 16. At all times mentioned herein, Plaintiff JENNIFER BAILEY was and is an individual
20 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
21 Plaintiff JENNIFER BAILEY worked in a housing accommodation located at 5399 Playa Vista Drive,
22 #E-125, Playa Vista, CA, 90094 and/or 5399 Playa Vista Drive, #E-120, Playa Vista, CA, 90094
23 (“Rental Unit(s)”). From the time Plaintiff JENNIFER BAILEY begin working as a nurse for the
24 resident of the Rental Unit, in or around June 2021, the premises were uninhabitable and unfit for
25 human occupation, including by virtue of Defendants’ failure to inform residents about the presence
26 of a large methane seep under the property (and the other dangerous gasses associated with that seep)
27 and Defendants’ willful, undisclosed failure to comply with the requirements of the Methane
28 Mitigation Program. As a direct and proximate result of Defendants’ conduct and the conditions

1 outlined herein, Plaintiff JENNIFER BAILEY has, continues to, and likely will in the future suffer
2 illness, physical injury, mental stress, emotional distress, shame, anxiety, depression, helplessness,
3 frustration, discomfort, annoyance, and fear, as well as loss in the value of the leasehold, property
4 damage, and other economic damage in an amount to be determined according to proof.

5 17. At all times mentioned herein, Plaintiff SILVIA BALDASSINI was and is an
6 individual residing in Los Angeles County in the State of California. At all relevant times mentioned
7 herein, Plaintiff SILVIA BALDASSINI lived in a housing accommodation located at 5389 Playa Vista
8 Drive, #D-228, Playa Vista, CA, 90094 (for purposes of this paragraph, “Rental Unit”). From the time
9 Plaintiff SILVIA BALDASSINI took possession of the Rental Unit, after entering a residential lease
10 agreement with Essex in or around May 31, 2021, the premises were uninhabitable and unfit for human
11 occupation, including by virtue of Defendants’ failure to inform tenants about the presence of a large
12 methane seep under the property (and the other dangerous gasses associated with that seep) and
13 Defendants’ willful, undisclosed failure to comply with the requirements of the Methane Mitigation
14 Program. As a direct and proximate result of Defendants’ conduct and the conditions outlined herein,
15 Plaintiff SILVIA BALDASSINI has, continues to, and likely will in the future suffer illness, physical
16 injury, mental stress, emotional distress, shame, anxiety, depression, helplessness, frustration,
17 discomfort, annoyance, and fear, as well as loss in the value of the leasehold, property damage, and
18 other economic damage in an amount to be determined according to proof.

19 18. At all times mentioned herein, Plaintiffs JONELLE BERMENT and MICHAEL
20 BERMENT were individuals residing in Los Angeles County in the State of California. At all relevant
21 times mentioned herein, Plaintiffs JONELLE BERMENT and MICHAEL BERMENT lived in a
22 housing accommodation located at 5399 Playa Vista Drive, #E-304, Playa Vista, CA, 90094 (for
23 purposes of this paragraph, “Rental Unit”). From the time Plaintiffs JONELLE BERMENT and
24 MICHAEL BERMENT took possession of the Rental Unit, after entering a residential lease agreement
25 with Essex in or around March 2021, the premises were uninhabitable and unfit for human occupation,
26 including by virtue of Defendants’ failure to inform residents about the presence of a large methane
27 seep under the property (and the other dangerous gasses associated with that seep) and Defendants’
28 willful, undisclosed failure to comply with the requirements of the Methane Mitigation Program.

1 Despite repeated complaints to Essex, problems with the Property persisted, including constant smell
2 of gas in the garage, extended and numerous elevator outages, pests such as termites, frequent
3 triggering of alarms, and the other issues listed herein, among other things. As a direct and proximate
4 result of Defendants' conduct and the conditions outlined herein, Plaintiffs JONELLE BERMENT
5 and MICHAEL BERMENT have, continue to, and likely will in the future suffer illness, physical
6 injury, mental stress, emotional distress, shame, anxiety, depression, helplessness, frustration,
7 discomfort, annoyance, and fear, as well as loss in the value of the leasehold, property damage, and
8 other economic damage in an amount to be determined according to proof.

9 19. At all times mentioned herein, Plaintiff ALISHA BOYD is an individual that resided
10 in Los Angeles County in the State of California. At all relevant times mentioned herein, Plaintiff
11 ALISHA BOYD lived in a housing accommodation located at 5399 Playa Vista Drive, #E-101, Playa
12 Vista, CA, 90094 and/or 5399 Playa Vista Drive, #E-204, Playa Vista, CA, 90094 ("Rental Unit(s)").
13 From the time Plaintiff ALISHA BOYD took possession of the Rental Units, after entering a
14 residential lease agreement with Essex in or around May 2014, the premises were uninhabitable and
15 unfit for human occupation, including by virtue of Defendants' failure to inform residents about the
16 presence of a large methane seep under the property (and the other dangerous gasses associated with
17 that seep) and Defendants' willful, undisclosed failure to comply with the requirements of the Methane
18 Mitigation Program. Despite repeated complaints to Essex, problems with the Property persisted,
19 including constant triggering of alarms and the other issues listed herein, among other things. The
20 alarms were so frequent and bothersome that Plaintiff ALISHA BOYD's mother started visiting and
21 calling less frequently and Plaintiff ALISHA BOYD, herself, developed regular headaches. As a direct
22 and proximate result of Defendants' conduct and the conditions outlined herein, Plaintiff ALISHA
23 BOYD has, continues to, and likely will in the future, suffer illness, physical injury, mental stress,
24 emotional distress, shame, anxiety, depression, helplessness, frustration, discomfort, annoyance, and
25 fear, as well as loss in the value of the leasehold, property damage, and other economic damage in an
26 amount to be determined according to proof.

27 20. At all times mentioned herein, Plaintiff CINDI CALHOUN was and is an individual
28 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,

1 Plaintiff CINDI CALHOUN lived in a housing accommodation located at 5399 Playa Vista Drive,
2 #E-328, Playa Vista, CA, 90094 (for purposes of this paragraph, “Rental Unit”). From the time
3 Plaintiff CINDI CALHOUN took possession of the Rental Unit, after entering a residential lease
4 agreement with Essex in or around June 15, 2023, the premises were uninhabitable and unfit for human
5 occupation, including by virtue of Defendants’ failure to inform residents about the presence of a large
6 methane seep under the property (and the other dangerous gasses associated with that seep) and
7 Defendants’ willful, undisclosed failure to comply with the requirements of the Methane Mitigation
8 Program. Despite repeated complaints to Essex, problems with the Property persisted, including being
9 assaulted in the garage; stolen mail; theft of the catalytic converter from Plaintiff CINDI CALHOUN’s
10 car while parked in Property garage; extended and numerous elevator outages; flooding in the Rental
11 Unit; pests such sewer flies, which left residue all over the Rental Unit’s walls and ceilings, and rats
12 who left significant quantities of urine and feces, and the other issues listed herein, among other things.
13 As a direct and proximate result of Defendants’ conduct and the conditions outlined herein, Plaintiff
14 CINDI CALHOUN has, continues to, and likely will in the future suffer illness, physical injury, mental
15 stress, emotional distress, shame, anxiety, depression, helplessness, frustration, discomfort,
16 annoyance, and fear, as well as loss in the value of the leasehold, property damage, and other economic
17 damage in an amount to be determined according to proof.

18 21. At all times mentioned herein, Plaintiff DETRIC COFIELD was and is an individual
19 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
20 Plaintiff DETRIC COFIELD lived in a housing accommodation located at 5389 Playa Vista Drive,
21 #D-411, Playa Vista, CA, 90094 and/or 5389 Playa Vista Drive, #D-122, Playa Vista, CA, 90094
22 (“Rental Unit(s)”). From the time Plaintiff DETRIC COFIELD took possession of the Rental Unit,
23 after entering a residential lease agreement with Essex in or around December 2014, the premises were
24 uninhabitable and unfit for human occupation, including by virtue of Defendants’ failure to inform
25 residents about the presence of a large methane seep under the property (and the other dangerous
26 gasses associated with that seep) and Defendants’ willful, undisclosed failure to comply with the
27 requirements of the Methane Mitigation Program. Despite repeated complaints to Essex, problems
28 with the Property persisted, including constant triggering of alarms and the other issues listed herein;

1 among other things. As a direct and proximate result of Defendants' conduct and the conditions
2 outlined herein, Plaintiff DETRIC COFIELD has, continues to, and likely will in the future suffer
3 illness, physical injury, mental stress, emotional distress, shame, anxiety, depression, helplessness,
4 frustration, discomfort, annoyance, and fear, as well as loss in the value of the leasehold, property
5 damage, and other economic damage in an amount to be determined according to proof.

6 22. At all times mentioned herein, Plaintiff ODAT ELSEY was and is an individual
7 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
8 Plaintiff ODAT ELSEY lived in a housing accommodation located at 5389 Playa Vista Drive, #D-
9 237, Playa Vista, CA, 90094 (for purposes of this paragraph, "Rental Unit"). From the time Plaintiff
10 ODAT ELSEY took possession of the Rental Unit, after entering a residential lease agreement with
11 Essex in or around September 2022, the premises were uninhabitable and unfit for human occupation,
12 including by virtue of Defendants' failure to inform residents about the presence of a large methane
13 seep under the property (and the other dangerous gasses associated with that seep) and Defendants'
14 willful, undisclosed failure to comply with the requirements of the Methane Mitigation Program.
15 Despite repeated complaints to Essex, problems with the Property persisted, including long waits for
16 maintenance requests; maintenance accessing the Rental Unit and packing Plaintiff ODAT ELSEY's
17 items without permission or notice to complete a work order on an adjacent unit, requiring her to sleep
18 elsewhere; pests such as roaches; lack of security; lack of enforcement of noise policies; strange odors,
19 and the other issues listed herein, among other things. As a direct and proximate result of Defendants'
20 conduct and the conditions outlined herein, Plaintiff ODAT ELSEY has, continues to, and likely will
21 in the future suffer illness, physical injury, mental stress, emotional distress, shame, anxiety,
22 depression, helplessness, frustration, discomfort, annoyance, and fear, as well as loss in the value of
23 the leasehold, property damage, and other economic damage in an amount to be determined according
24 to proof.

25 23. At all times mentioned herein, Plaintiff SYMONE FAIRCHILD-VARNER was and is
26 an individual residing in Los Angeles County in the State of California. At all relevant times mentioned
27 herein, Plaintiff SYMONE FAIRCHILD-VARNER lived in a housing accommodation located at 5389
28 Playa Vista Drive, #D-141, Playa Vista, CA, 90094 (for purposes of this paragraph, "Rental Unit").

1 From the time Plaintiff SYMONE FAIRCHILD-VARNER took possession of the Rental Unit, after
2 entering a residential lease agreement with Essex in or around 2021, the premises were uninhabitable
3 and unfit for human occupation, including by virtue of Defendants' failure to inform residents about
4 the presence of a large methane seep under the property (and the other dangerous gasses associated
5 with that seep) and Defendants' willful, undisclosed failure to comply with the requirements of the
6 Methane Mitigation Program. Despite repeated complaints to Essex, problems with the Property
7 persisted, including sand-like granules coming from the water pipes, mold in the Rental Unit's
8 bathroom, and other issues listed herein, among other things. As a direct and proximate result of
9 Defendants' conduct and the conditions outlined herein, Plaintiff SYMONE FAIRCHILD-VARNER
10 has, continues to, and likely will in the future suffer illness, physical injury, mental stress, emotional
11 distress, shame, anxiety, depression, helplessness, frustration, discomfort, annoyance, and fear, as well
12 as loss in the value of the leasehold, property damage, and other economic damage in an amount to be
13 determined according to proof.

14 24. At all times mentioned herein, Plaintiff JADE FERGUSON was and is an individual
15 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
16 Plaintiff JADE FERGUSON lived in a housing accommodation located at 5399 Playa Vista Drive,
17 #E-104, Playa Vista, CA, 90094 (for purposes of this paragraph, "Rental Unit"). From the time
18 Plaintiff JADE FERGUSON took possession of the Rental Unit, after entering a residential lease
19 agreement with Essex in or around 2002, the premises were uninhabitable and unfit for human
20 occupation, including by virtue of Defendants' failure to inform residents about the presence of a large
21 methane seep under the property (and the other dangerous gasses associated with that seep) and
22 Defendants' willful, undisclosed failure to comply with the requirements of the Methane Mitigation
23 Program. Despite repeated complaints to Essex, problems with the Property, including those listed
24 herein, persisted. As a direct and proximate result of Defendants' conduct and the conditions outlined
25 herein, Plaintiff JADE FERGUSON has, continues to, and likely will in the future suffer illness,
26 physical injury, mental stress, emotional distress, shame, anxiety, depression, helplessness, frustration,
27 discomfort, annoyance, and fear, as well as loss in the value of the leasehold, property damage, and
28 other economic damage in an amount to be determined according to proof.

1 25. At all times mentioned herein, Plaintiff LISA GONZALEZ was and is an individual
2 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
3 Plaintiff LISA GONZALEZ lived in a housing accommodation located at 5399 Playa Vista Drive, #E-
4 126, Playa Vista, CA, 90094 (for purposes of this paragraph, "Rental Unit"). From the time Plaintiff
5 LISA GONZALEZ took possession of the Rental Unit, after entering a residential lease agreement
6 with Essex in or around October 17, 2017, the premises were uninhabitable and unfit for human
7 occupation, including by virtue of Defendants' failure to inform residents about the presence of a large
8 methane seep under the property (and the other dangerous gasses associated with that seep) and
9 Defendants' willful, undisclosed failure to comply with the requirements of the Methane Mitigation
10 Program. Despite repeated complaints to Essex, problems with the Property persisted, including stolen
11 mail, stolen license plates, pest control issues, and the other issues listed herein, among other things.
12 As a direct and proximate result of Defendants' conduct and the conditions outlined herein, Plaintiff
13 LISA GONZALEZ has, continues to, and likely will in the future suffer illness, physical injury, mental
14 stress, emotional distress, shame, anxiety, depression, helplessness, frustration, discomfort,
15 annoyance, and fear, as well as loss in the value of the leasehold, property damage, and other economic
16 damage in an amount to be determined according to proof.

17 26. At all times mentioned herein, Plaintiff JANET HOLT was and is an individual residing
18 in Los Angeles County in the State of California. At all relevant times mentioned herein, Plaintiff
19 JANET HOLT lived in a housing accommodation located at 5399 Playa Vista Drive, #E-117, Playa
20 Vista, CA, 90094 (for purposes of this paragraph, "Rental Unit"). From the time Plaintiff JANET
21 HOLT took possession of the Rental Unit, after entering a residential lease agreement with Essex in
22 or around September 2019, the premises were uninhabitable and unfit for human occupation, including
23 by virtue of Defendants' failure to inform residents about the presence of a large methane seep under
24 the property (and the other dangerous gasses associated with that seep) and Defendants' willful,
25 undisclosed failure to comply with the requirements of the Methane Mitigation Program. Despite
26 repeated complaints to Essex, problems with the Property persisted, including flooding and air quality
27 issues, and the other issues listed herein, among other things. As a direct and proximate result of
28 Defendants' conduct and the conditions outlined herein, Plaintiff JANET HOLT has, continues to, and

1 likely will in the future suffer illness, physical injury, mental stress, emotional distress, shame, anxiety,
2 depression, helplessness, frustration, discomfort, annoyance, and fear, as well as loss in the value of
3 the leasehold, property damage, and other economic damage in an amount to be determined according
4 to proof.

5 27. At all times mentioned herein, Plaintiff KATHLEEN HULICK was and is an individual
6 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
7 Plaintiff KATHLEEN HULICK lived in a housing accommodation located at 13151 Fountain Park
8 Drive, #C-125, Playa Vista, CA, 90094 (for purposes of this paragraph, “Rental Unit”). From the time
9 Plaintiff KATHLEEN HULICK took possession of the Rental Unit, after entering a residential lease
10 agreement with Essex in or around December 4, 2018, the premises were uninhabitable and unfit for
11 human occupation, including by virtue of Defendants’ failure to inform residents about the presence
12 of a large methane seep under the property (and the other dangerous gasses associated with that seep)
13 and Defendants’ willful, undisclosed failure to comply with the requirements of the Methane
14 Mitigation Program. Despite repeated complaints to Essex, problems with the Property persisted,
15 including flooding in the Rental Unit, extended disruption of Rental Unit to repair flood damage,
16 unfilled promises to rehouse Plaintiff KATHLEEN HULICK during flood repair, disruption of holiday
17 plans due to flood damage, disruption of utilities such as internet and cable during flood repair, and
18 other issues listed herein, among other things. As a direct and proximate result of Defendants’ conduct
19 and the conditions outlined herein, Plaintiff KATHLEEN HULICK has, continues to, and likely will
20 in the future suffer illness, physical injury, mental stress, emotional distress, shame, anxiety,
21 depression, helplessness, frustration, discomfort, annoyance, and fear, as well as loss in the value of
22 the leasehold, property damage, and other economic damage in an amount to be determined according
23 to proof.

24 28. At all times mentioned herein, Plaintiffs IAN JACKSON and LATRYCE JOYNER
25 were and are individuals residing in Los Angeles County in the State of California. At all relevant
26 times mentioned herein, Plaintiffs IAN JACKSON and LATRYCE JOYNER lived in a housing
27 accommodation located at 13163 Fountain Park Drive, #B-226, Playa Vista, CA, 90094 (for purposes
28 of this paragraph, “Rental Unit”). From the time Plaintiffs IAN JACKSON and LATRYCE JOYNER

1 took possession of the Rental Unit, after entering a residential lease agreement with Essex in or around
2 August 1, 2008, the premises were uninhabitable and unfit for human occupation, including by virtue
3 of Defendants' failure to inform residents about the presence of a large methane seep under the
4 property (and the other dangerous gasses associated with that seep) and Defendants' willful,
5 undisclosed failure to comply with the requirements of the Methane Mitigation Program. Despite
6 repeated complaints to Essex, problems with the Property persisted, including the cleanliness of the
7 Property, safety concerns, lack of communication from Essex representatives, and other issues listed
8 herein, among other things. As a direct and proximate result of Defendants' conduct and the conditions
9 outlined herein, Plaintiffs IAN JACKSON and LATRYCE JOYNER have, continue to, and likely will
10 in the future suffer illness, physical injury, mental stress, emotional distress, shame, anxiety,
11 depression, helplessness, frustration, discomfort, annoyance, and fear, as well as loss in the value of
12 the leasehold, property damage, and other economic damage in an amount to be determined according
13 to proof.

14 29. At all times mentioned herein, Plaintiff JOVITA JENKINS was and is an individual
15 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
16 Plaintiff JOVITA JENKINS lived in a housing accommodation located at 5399 Playa Vista Drive, #E-
17 123, Playa Vista, CA, 90094 (for purposes of this paragraph, "Rental Unit"). From the time Plaintiff
18 JOVITA JENKINS took possession of the Rental Unit, after entering a residential lease agreement
19 with Essex in or around November 19, 2008, the premises were uninhabitable and unfit for human
20 occupation, including by virtue of Defendants' failure to inform residents about the presence of a large
21 methane seep under the property (and the other dangerous gasses associated with that seep) and
22 Defendants' willful, undisclosed failure to comply with the requirements of the Methane Mitigation
23 Program. Despite repeated complaints to Essex, problems with the Property persisted, including
24 numerous and extended elevator outages, challenges accessing common areas as a disabled person,
25 disruptive construction and renovations, repeated triggering of alarms, electricity outages, poor cable
26 and internet signal, inaccessible and unhelpful office staff, and other issues listed herein, among other
27 things. As a direct and proximate result of Defendants' conduct and the conditions outlined herein,
28 Plaintiff JOVITA JENKINS has, continues to, and likely will in the future suffer illness, physical

1 injury, mental stress, emotional distress, shame, anxiety, depression, helplessness, frustration,
2 discomfort, annoyance, and fear, as well as loss in the value of the leasehold, property damage, and
3 other economic damage in an amount to be determined according to proof.

4 30. At all times mentioned herein, Plaintiff KRYSTAL JOHNSON was and is an individual
5 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
6 Plaintiff KRYSTAL JOHNSON lived in a housing accommodation located at 5389 Playa Vista Drive,
7 #D-121, Playa Vista, CA, 90094 (for purposes of this paragraph, “Rental Unit”). From the time
8 Plaintiff KRYSTAL JOHNSON took possession of the Rental Unit, after entering a residential lease
9 agreement with Essex in or around April 2021, the premises were uninhabitable and unfit for human
10 occupation, including by virtue of Defendants’ failure to inform residents about the presence of a large
11 methane seep under the property (and the other dangerous gasses associated with that seep) and
12 Defendants’ willful, undisclosed failure to comply with the requirements of the Methane Mitigation
13 Program. Despite repeated complaints to Essex, problems with the Property persisted, including pests
14 such as roaches; frequent triggering of alarms, lack of working security cameras; broken mailboxes,
15 stolen mail, anxiety around having packages delivered for fear of theft, and other issues listed herein,
16 among other things. As a direct and proximate result of Defendants’ conduct and the conditions
17 outlined herein, Plaintiff KRYSTAL JOHNSON has, continues to, and likely will in the future suffer
18 illness, physical injury, mental stress, emotional distress, shame, anxiety, depression, helplessness,
19 frustration, discomfort, annoyance, and fear, as well as loss in the value of the leasehold, property
20 damage, and other economic damage in an amount to be determined according to proof.

21 31. At all times mentioned herein, Plaintiff VIKTORIA KOOS was and is an individual
22 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
23 Plaintiff VIKTORIA KOOS lived in a housing accommodation located at 13163 Fountain Park Drive,
24 #B-411, Playa Vista, CA, 90094 (for purposes of this paragraph, “Rental Unit”). From the time
25 Plaintiff VIKTORIA KOOS took possession of the Rental Unit, after entering a residential lease
26 agreement with Essex in or around April 2019, the premises were uninhabitable and unfit for human
27 occupation, including by virtue of Defendants’ failure to inform residents about the presence of a large
28 methane seep under the property (and the other dangerous gasses associated with that seep) and

1 Defendants' willful, undisclosed failure to comply with the requirements of the Methane Mitigation
2 Program. Despite repeated complaints to Essex, problems with the Property persisted, including mold
3 and damage to her furniture and other personal property due to a hole in her ceiling while management
4 was fixing the roof that resulted in rainwater coming into the Rental Unit, forcing her to sleep in her
5 car and with friends, and other issues listed herein, among other things. As a direct and proximate
6 result of Defendants' conduct and the conditions outlined herein, Plaintiff VIKTORIA KOOS has,
7 continues to, and likely will in the future suffer illness, physical injury, mental stress, emotional
8 distress, shame, anxiety, depression, helplessness, frustration, discomfort, annoyance, and fear, as well
9 as loss in the value of the leasehold, property damage, and other economic damage in an amount to be
10 determined according to proof.

11 32. At all times mentioned herein, Plaintiff TAYLOR KUTT was and is an individual
12 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
13 Plaintiff TAYLOR KUTT lived in a housing accommodation located at 13151 Fountain Park Drive,
14 #C-317, Playa Vista, CA, 90094 (for purposes of this paragraph, "Rental Unit"). From the time
15 Plaintiff TAYLOR KUTT took possession of the Rental Unit, after entering a residential lease
16 agreement with Essex in or around June 8, 2021, the premises were uninhabitable and unfit for human
17 occupation, including by virtue of Defendants' failure to inform residents about the presence of a large
18 methane seep under the property (and the other dangerous gasses associated with that seep) and
19 Defendants' willful, undisclosed failure to comply with the requirements of the Methane Mitigation
20 Program. Despite repeated complaints to Essex, problems with the Property persisted, including stolen
21 packages and decorations from doorstep, theft from car in the garage, being followed in the garage,
22 non-responsive security, trash and dog waste in common areas, vandalism, untimely completion of
23 maintenance, nonresponse to concerns about repeated noise violations, and other issues listed herein,
24 among other things. As a direct and proximate result of Defendants' conduct and the conditions
25 outlined herein, Plaintiff TAYLOR KUTT has, continues to, and likely will in the future suffer illness,
26 physical injury, mental stress, emotional distress, shame, anxiety, depression, helplessness, frustration,
27 discomfort, annoyance, and fear, as well as loss in the value of the leasehold, property damage, and
28 other economic damage in an amount to be determined according to proof.

1 33. At all times mentioned herein, Plaintiffs EDWIN LEWIS and KEIWANA LEWIS were
2 individuals residing in Los Angeles County in the State of California. At all relevant times mentioned
3 herein, Plaintiff KEIWANA LEWIS lived in a housing accommodation located at 5399 Playa Vista
4 Drive, #E-314, Playa Vista, CA, 90094, 5399 Playa Vista Drive, #E-417, Playa Vista, CA, 90094,
5 13163 Fountain Park Drive, and/or #B-327, Playa Vista, CA, 90094, (“Rental Unit(s)”), and Plaintiffs
6 EDWIN LEWIS and KEIWANA LEWIS lived in a housing accommodation located at 13163
7 Fountain Park Drive, #B-315, Playa Vista, CA, 90094. From the time Plaintiffs EDWIN LEWIS and
8 KEIWANA LEWIS took possession of the Rental Units, after entering a residential leases agreement
9 with Essex in or around 2003 and 2018, the premises were uninhabitable and unfit for human
10 occupation, including by virtue of Defendants’ failure to inform residents about the presence of a large
11 methane seep under the property (and the other dangerous gasses associated with that seep) and
12 Defendants’ willful, undisclosed failure to comply with the requirements of the Methane Mitigation
13 Program. Despite repeated complaints to Essex, problems with the Property persisted, including mold,
14 mildew, pests such as termites, frequent triggering of alarms, frequent and extended elevator outages,
15 trespassing of nonresidents, illicit drug use on Property, frequent replacement of air conditioning unit,
16 cracks in staircases, unfasted railings, being stuck in malfunctioning elevators, frequently
17 malfunctioning garage gates, mail theft, trash in common areas, and other issues listed herein, among
18 other things. As a direct and proximate result of Defendants’ conduct and the conditions outlined
19 herein, Plaintiffs EDWIN LEWIS and KEIWANA LEWIS have, continues to, and likely will in the
20 future suffer illness, physical injury, mental stress, emotional distress, shame, anxiety, depression,
21 helplessness, frustration, discomfort, annoyance, and fear, as well as loss in the value of the leasehold,
22 property damage, and other economic damage in an amount to be determined according to proof.

23 34. At all times mentioned herein, Plaintiffs JAYDEN MATTHEWS and JILL THOMAS
24 were and are individuals residing in Los Angeles County in the State of California. At all relevant
25 times mentioned herein, Plaintiffs JAYDEN MATTHEWS and JILL THOMAS lived in a housing
26 accommodation located at 13163 Fountain Park Drive, #B-208, Playa Vista, CA, 90094 (for purposes
27 of this paragraph, “Rental Unit”). From the time Plaintiffs JAYDEN MATTHEWS and JILL
28 THOMAS took possession of the Rental Unit, after entering a residential lease agreement with Essex

1 in or around July 2017, the premises were uninhabitable and unfit for human occupation, including by
2 virtue of Defendants' failure to inform residents about the presence of a large methane seep under the
3 property (and the other dangerous gasses associated with that seep) and Defendants' willful,
4 undisclosed failure to comply with the requirements of the Methane Mitigation Program. Despite
5 repeated complaints to Essex, problems with the Property persisted, including safety, cleanliness of
6 common areas, inability to contact office staff, and other issues listed herein, among other things. As
7 a direct and proximate result of Defendants' conduct and the conditions outlined herein, Plaintiffs
8 JAYDEN MATTHEWS and JILL THOMAS have, continues to, and likely will in the future suffer
9 illness, physical injury, mental stress, emotional distress, shame, anxiety, depression, helplessness,
10 frustration, discomfort, annoyance, and fear, as well as loss in the value of the leasehold, property
11 damage, and other economic damage in an amount to be determined according to proof.

12 35. At all times mentioned herein, Plaintiff ANASTASIIA NALYVAIKO was and is an
13 individual residing in Los Angeles County in the State of California. At all relevant times mentioned
14 herein, Plaintiff ANASTASIIA NALYVAIKO lived in a housing accommodation located at 13151
15 Fountain Park Drive, #C-309, Playa Vista, CA, 90094 (for purposes of this paragraph, "Rental Unit").
16 From the time Plaintiff ANASTASIIA NALYVAIKO took possession of the Rental Unit, after
17 entering a residential lease agreement with Essex in or around DATE, the premises were uninhabitable
18 and unfit for human occupation, including by virtue of Defendants' failure to inform residents about
19 the presence of a large methane seep under the property (and the other dangerous gasses associated
20 with that seep) and Defendants' willful, undisclosed failure to comply with the requirements of the
21 Methane Mitigation Program. As a direct and proximate result of Defendants' conduct and the
22 conditions outlined herein, Plaintiff ANASTASIIA NALYVAIKO has, continues to, and likely will
23 in the future suffer illness, physical injury, mental stress, emotional distress, shame, anxiety,
24 depression, helplessness, frustration, discomfort, annoyance, and fear, as well as loss in the value of
25 the leasehold, property damage, and other economic damage in an amount to be determined according
26 to proof.

27 36. At all times mentioned herein, Plaintiffs DAN NEUBERT and CAYLA SPATZ were
28 individuals residing in Los Angeles County in the State of California. At all relevant times mentioned

1 herein, Plaintiffs DAN NEUBERT and CAYLA SPATZ lived in a housing accommodation located at
2 13175 Fountain Park Drive, #A-404, Playa Vista, CA 90094 (for purposes of this paragraph, “Rental
3 Unit”). From the time Plaintiffs DAN NEUBERT and CAYLA SPATZ took possession of the Rental
4 Unit, after entering a residential lease agreement with Essex in or around June 25, 2023, the premises
5 were uninhabitable and unfit for human occupation, including by virtue of Defendants’ failure to
6 inform residents about the presence of a large methane seep under the property (and the other
7 dangerous gasses associated with that seep) and Defendants’ willful, undisclosed failure to comply
8 with the requirements of the Methane Mitigation Program. Despite repeated complaints to Essex,
9 problems with the Property persisted, including pests such as rodents and roaches, lack of security,
10 structural cracks in the garage, and other issues listed herein, among other things. As a direct and
11 proximate result of Defendants’ conduct and the conditions outlined herein, Plaintiffs DAN
12 NEUBERT and CAYLA SPATZ have, continue to, and likely will in the future suffer illness, physical
13 injury, mental stress, emotional distress, shame, anxiety, depression, helplessness, frustration,
14 discomfort, annoyance, and fear, as well as loss in the value of the leasehold, property damage, and
15 other economic damage in an amount to be determined according to proof.

16 37. At all times mentioned herein, Plaintiff ERIN OKOSUN was and is an individual
17 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
18 Plaintiff ERIN OKOSUN lived in a housing accommodation located at 5399 Playa Vista Drive, #E-
19 320, Playa Vista, CA, 90094 (for purposes of this paragraph, “Rental Unit”). From the time Plaintiff
20 ERIN OKOSUN took possession of the Rental Unit, after entering a residential lease agreement with
21 Essex in or around June 2023, the premises were uninhabitable and unfit for human occupation,
22 including by virtue of Defendants’ failure to inform residents about the presence of a large methane
23 seep under the property (and the other dangerous gasses associated with that seep) and Defendants’
24 willful, undisclosed failure to comply with the requirements of the Methane Mitigation Program.
25 Despite repeated complaints to Essex, problems with the Property persisted, including pests such as
26 ants, reoccurring traffic disruptions in the Property’s roundabout, especially late at night, and other
27 issues listed herein, among other things. As a direct and proximate result of Defendants’ conduct and
28 the conditions outlined herein, Plaintiff ERIN OKOSUN has, continues to, and likely will in the future

1 suffer illness, physical injury, mental stress, emotional distress, shame, anxiety, depression,
2 helplessness, frustration, discomfort, annoyance, and fear, as well as loss in the value of the leasehold,
3 property damage, and other economic damage in an amount to be determined according to proof.

4 38. At all times mentioned herein, Plaintiffs SHANTAI PERRY and JUWAN SEABERRY
5 were and are individuals residing in Los Angeles County in the State of California. At all relevant
6 times mentioned herein, Plaintiffs SHANTAI PERRY and JUWAN SEABERRY lived in a housing
7 accommodation located at 13151 Fountain Park Drive, #C-107, Playa Vista, CA, 90094 (for purposes
8 of this paragraph, "Rental Unit"). From the time Plaintiffs SHANTAI PERRY and JUWAN
9 SEABERRY took possession of the Rental Unit, after entering a residential lease agreement with
10 Essex in or around June 2009, the premises were uninhabitable and unfit for human occupation,
11 including by virtue of Defendants' failure to inform residents about the presence of a large methane
12 seep under the property (and the other dangerous gasses associated with that seep) and Defendants'
13 willful, undisclosed failure to comply with the requirements of the Methane Mitigation Program.
14 Despite repeated complaints to Essex, problems with the Property persisted, including odors in the
15 Rental Unit, frequently triggered alarms, and other issues listed herein, among other things. As a direct
16 and proximate result of Defendants' conduct and the conditions outlined herein, Plaintiffs SHANTAI
17 PERRY and JUWAN SEABERRY have, continue to, and likely will in the future suffer illness,
18 physical injury, mental stress, emotional distress, shame, anxiety, depression, helplessness, frustration,
19 discomfort, annoyance, and fear, as well as loss in the value of the leasehold, property damage, and
20 other economic damage in an amount to be determined according to proof.

21 39. At all times mentioned herein, Plaintiffs KHALILAH PRATT-VENSON and
22 REGINALD VENSON were and are individuals residing in Los Angeles County in the State of
23 California. At all relevant times mentioned herein, Plaintiffs KHALILAH PRATT-VENSON and
24 REGINALD VENSON lived in a housing accommodation located at 5399 Playa Vista Drive, #E-302,
25 Playa Vista, CA, 90094 (for purposes of this paragraph, "Rental Unit"). From the time Plaintiffs
26 KHALILAH PRATT-VENSON and REGINALD VENSON took possession of the Rental Unit, after
27 entering a residential lease agreement with Essex in or around June 22, 2015, the premises were
28 uninhabitable and unfit for human occupation, including by virtue of Defendants' failure to inform

1 residents about the presence of a large methane seep under the property (and the other dangerous
2 gasses associated with that seep) and Defendants' willful, undisclosed failure to comply with the
3 requirements of the Methane Mitigation Program. Despite repeated complaints to Essex, problems
4 with the Property persisted, including noise disturbances, dog waste in common areas, frequent and
5 extended elevator outages, inadequate security, bicycle theft, mail security, and other issues listed
6 herein, among other things. As a direct and proximate result of Defendants' conduct and the conditions
7 outlined herein, Plaintiffs KHALILAH PRATT-VENSON and REGINALD VENSON have, continue
8 to, and likely will in the future suffer illness, physical injury, mental stress, emotional distress, shame,
9 anxiety, depression, helplessness, frustration, discomfort, annoyance, and fear, as well as loss in the
10 value of the leasehold, property damage, and other economic damage in an amount to be determined
11 according to proof.

12 40. At all times mentioned herein, Plaintiff TIA RANDLE was and is an individual residing
13 in Los Angeles County in the State of California. At all relevant times mentioned herein, Plaintiff TIA
14 RANDLE lived in a housing accommodation located at 13151 Fountain Park Drive, #C-110, Playa
15 Vista, CA, 90094 (for purposes of this paragraph, "Rental Unit"). From the time Plaintiff TIA
16 RANDLE took possession of the Rental Unit, after entering a residential lease agreement with Essex
17 in or around September 8, 2008, the premises were uninhabitable and unfit for human occupation,
18 including by virtue of Defendants' failure to inform residents about the presence of a large methane
19 seep under the property (and the other dangerous gasses associated with that seep) and Defendants'
20 willful, undisclosed failure to comply with the requirements of the Methane Mitigation Program.
21 Despite repeated complaints to Essex, problems with the Property persisted, including a dirt-like
22 substance coming from the faucets, and other issues listed herein, among other things. As a direct and
23 proximate result of Defendants' conduct and the conditions outlined herein, Plaintiff TIA RANDLE
24 has, continues to, and likely will in the future suffer illness, physical injury, mental stress, emotional
25 distress, shame, anxiety, depression, helplessness, frustration, discomfort, annoyance, and fear, as well
26 as loss in the value of the leasehold, property damage, and other economic damage in an amount to be
27 determined according to proof.

28 41. At all times mentioned herein, Plaintiff RACHEL RYSSO was and is an individual

1 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
2 Plaintiff RACHEL RYSSO lived in a housing accommodation located at 13151 Fountain Park Drive,
3 #C-323, Playa Vista, CA, 90094 (for purposes of this paragraph, “Rental Unit”). From the time
4 Plaintiff RACHEL RYSSO took possession of the Rental Unit, after entering a residential lease
5 agreement with Essex in or around August 21, 2024, the premises were uninhabitable and unfit for
6 human occupation, including by virtue of Defendants’ failure to inform residents about the presence
7 of a large methane seep under the property (and the other dangerous gasses associated with that seep)
8 and Defendants’ willful, undisclosed failure to comply with the requirements of the Methane
9 Mitigation Program. Despite repeated complaints to Essex, problems with the Property persisted,
10 including structural defects, frequent triggering of alarms, issues with water quality, and other issues
11 listed herein, among other things. As a direct and proximate result of Defendants’ conduct and the
12 conditions outlined herein, Plaintiff RACHEL RYSSO has, continues to, and likely will in the future,
13 suffer illness, physical injury, mental stress, emotional distress, shame, anxiety, depression,
14 helplessness, frustration, discomfort, annoyance, and fear, as well as loss in the value of the leasehold,
15 property damage, and other economic damage in an amount to be determined according to proof.

16 42. At all times mentioned herein, Plaintiff TIFFANY SANCHEZ was and is an individual
17 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
18 Plaintiff TIFFANY SANCHEZ lived in a housing accommodation located at 13163 Fountain Park
19 Drive, #B-419, Playa Vista, CA, 90094 (for purposes of this paragraph, “Rental Unit”). From the time
20 Plaintiff TIFFANY SANCHEZ took possession of the Rental Unit, after entering a residential lease
21 agreement with Essex in or around October 2017, the premises were uninhabitable and unfit for human
22 occupation, including by virtue of Defendants’ failure to inform residents about the presence of a large
23 methane seep under the property (and the other dangerous gasses associated with that seep) and
24 Defendants’ willful, undisclosed failure to comply with the requirements of the Methane Mitigation
25 Program. Despite repeated complaints to Essex, problems with the Property persisted, including odors,
26 frequent triggering of alarms, a faulty foundation on the Rental Unit’s patio, and other issues listed
27 herein, among other things. As a direct and proximate result of Defendants’ conduct and the conditions
28 outlined herein, Plaintiff TIFFANY SANCHEZ has, continues to, and likely will in the future suffer

1 illness, physical injury, mental stress, emotional distress, shame, anxiety, depression, helplessness,
2 frustration, discomfort, annoyance, and fear, as well as loss in the value of the leasehold, property
3 damage, and other economic damage in an amount to be determined according to proof.

4 43. At all times mentioned herein, Plaintiff MARIEL SUAREZ was and is an individual
5 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
6 Plaintiff MARIEL SUAREZ worked in a housing accommodation located at 13175 Fountain Park
7 Drive, Building A, Playa Vista, CA 90094 (for purposes of this paragraph, “Rental Unit”). From the
8 time Plaintiff MARIEL SUAREZ began working as a teacher for the resident of the Rental Unit, in or
9 around August 19, 2019, the premises were uninhabitable and unfit for human occupation, including
10 by virtue of Defendants’ failure to inform residents about the presence of a large methane seep under
11 the property (and the other dangerous gasses associated with that seep) and Defendants’ willful,
12 undisclosed failure to comply with the requirements of the Methane Mitigation Program. As a direct
13 and proximate result of Defendants’ conduct and the conditions outlined herein, Plaintiff MARIEL
14 SUAREZ has, continues to, and likely will in the future suffer illness, physical injury, mental stress,
15 emotional distress, shame, anxiety, depression, helplessness, frustration, discomfort, annoyance, and
16 fear, as well as property damage, and other economic damage in an amount to be determined according
17 to proof.

18 44. At all times mentioned herein, Plaintiff JORDAN TAYLOR was and is an individual
19 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
20 Plaintiff JORDAN TAYLOR lived in a housing accommodation located at 13163 Fountain Park
21 Drive, #B-202, Playa Vista, CA, 90094 (for purposes of this paragraph, “Rental Unit”). From the time
22 Plaintiff JORDAN TAYLOR took possession of the Rental Unit, after entering a residential lease
23 agreement with Essex in or around August 2022, the premises were uninhabitable and unfit for human
24 occupation, including by virtue of Defendants’ failure to inform residents about the presence of a large
25 methane seep under the property (and the other dangerous gasses associated with that seep) and
26 Defendants’ willful, undisclosed failure to comply with the requirements of the Methane Mitigation
27 Program. Despite repeated complaints to Essex, problems with the Property persisted, including lack
28 of security, frequent triggering of alarms, and other issues listed herein, among other things. As a direct

1 and proximate result of Defendants' conduct and the conditions outlined herein, Plaintiff JORDAN
2 TAYLOR has, continues to, and likely will in the future suffer illness, physical injury, mental stress,
3 emotional distress, shame, anxiety, depression, helplessness, frustration, discomfort, annoyance, and
4 fear, as well as loss in the value of the leasehold, property damage, and other economic damage in an
5 amount to be determined according to proof.

6 45. At all times mentioned herein, Plaintiff CHRISTOPHER TOTH was and is an
7 individual residing in Los Angeles County in the State of California. At all relevant times mentioned
8 herein, Plaintiff CHRISTOPHER TOTH lived in a housing accommodation located at 5389 Playa
9 Vista Drive, #D-441, Playa Vista, CA, 90094 (for purposes of this paragraph, "Rental Unit"). From
10 the time Plaintiff CHRISTOPHER TOTH took possession of the Rental Unit, after entering a
11 residential lease agreement with Essex in or around November 21, 2021, the premises were
12 uninhabitable and unfit for human occupation, including by virtue of Defendants' failure to inform
13 residents about the presence of a large methane seep under the property (and the other dangerous
14 gasses associated with that seep) and Defendants' willful, undisclosed failure to comply with the
15 requirements of the Methane Mitigation Program. Despite repeated complaints to Essex, problems
16 with the Property persisted, including frequent and extended elevator outages; a sulfur-like smell in
17 the garage; pests such as termites, squirrels, and rodents; frequent triggering of alarms;
18 nonenforcement of noise and common space policies, a broken window flooding the bedroom, lack of
19 access to certain common areas and other promised facilities, the sale and use of illicit drugs on the
20 Property, disruptive trespassing that leads to an unsanitary environment, and other issues listed herein,
21 among other things. As a direct and proximate result of Defendants' conduct and the conditions
22 outlined herein, Plaintiff CHRISTOPHER TOTH has, continues to, and likely will in the future suffer
23 illness, physical injury, mental stress, emotional distress, shame, anxiety, depression, helplessness,
24 frustration, discomfort, annoyance, and fear, as well as loss in the value of the leasehold, property
25 damage, and other economic damage in an amount to be determined according to proof.

26 46. At all times mentioned herein, Plaintiff ASHLI WILBOURNE was and is an individual
27 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
28 Plaintiff ASHLI WILBOURNE lived in a housing accommodation located at 5399 Playa Vista Drive,

1 #E-109, Playa Vista, CA, 90094 (for purposes of this paragraph, “Rental Unit”). From the time
2 Plaintiff ASHLI WILBOURNE took possession of the Rental Unit, after entering a residential lease
3 agreement with Essex in or around September 2023, the premises were uninhabitable and unfit for
4 human occupation, including by virtue of Defendants’ failure to inform residents about the presence
5 of a large methane seep under the property (and the other dangerous gasses associated with that seep)
6 and Defendants’ willful, undisclosed failure to comply with the requirements of the Methane
7 Mitigation Program. As a direct and proximate result of Defendants’ conduct and the conditions
8 outlined herein, Plaintiff ASHLI WILBOURNE has, continues to, and likely will in the future suffer
9 illness, physical injury, mental stress, emotional distress, shame, anxiety, depression, helplessness,
10 frustration, discomfort, annoyance, and fear, as well as loss in the value of the leasehold, property
11 damage, and other economic damage in an amount to be determined according to proof.

12 47. At all times mentioned herein, Plaintiff DEBORRAH WILKINSON was and is an
13 individual residing in Los Angeles County in the State of California. At all relevant times mentioned
14 herein, Plaintiff DEBORRAH WILKINSON lived in a housing accommodation located at 13151
15 Fountain Park Drive, #C-120, Playa Vista, CA, 90094 (for purposes of this paragraph, “Rental Unit”).
16 From the time Plaintiff DEBORRAH WILKINSON took possession of the Rental Unit, after entering
17 a residential lease agreement with Essex in or around October 11, 2013, the premises were
18 uninhabitable and unfit for human occupation, including by virtue of Defendants’ failure to inform
19 residents about the presence of a large methane seep under the property (and the other dangerous
20 gasses associated with that seep) and Defendants’ willful, undisclosed failure to comply with the
21 requirements of the Methane Mitigation Program. Despite repeated complaints to Essex, problems
22 with the Property persisted, including frequent triggering of alarms; an egg or sulfur-like smell in the
23 garages; the intrusion of frequent inspections from government entities; lack of security cameras;
24 trespass of non-tenants; nonenforcement of noise policies; dog waste in common areas; lack of mail
25 security; pests such as roaches, rodents, and flees; the cleanliness of trash chutes, and other issues
26 listed herein, among other things. As a direct and proximate result of Defendants’ conduct and the
27 conditions outlined herein, Plaintiff DEBORRAH WILKINSON has, continues to, and likely will in
28 the future suffer illness, physical injury, mental stress, emotional distress, shame, anxiety, depression,

1 helplessness, frustration, discomfort, annoyance, and fear, as well as loss in the value of the leasehold,
2 property damage, and other economic damage in an amount to be determined according to proof.

3 48. At all times mentioned herein, Plaintiff JON WOOTEN was and is an individual
4 residing in Los Angeles County in the State of California. At all relevant times mentioned herein,
5 Plaintiff JON WOOTEN lived in a housing accommodation located at 5389 Playa Vista Drive, #D-
6 430, Playa Vista, CA, 90094 (for purposes of this paragraph, “Rental Unit”). From the time Plaintiff
7 JON WOOTEN took possession of the Rental Unit, after entering a residential lease agreement with
8 Essex in or around August 8, 2023, the premises were uninhabitable and unfit for human occupation,
9 including by virtue of Defendants’ failure to inform residents about the presence of a large methane
10 seep under the property (and the other dangerous gasses associated with that seep) and Defendants’
11 willful, undisclosed failure to comply with the requirements of the Methane Mitigation Program.
12 Despite repeated complaints to Essex, problems with the Property persisted, including pests, frequent
13 and extended elevator outages and odors in the bathroom and water from faucet, trespassing
14 nonresidents, frequently broken garage gates, double charges for utilities, the inability to reach office
15 staff, and other issues listed herein, among other things. As a direct and proximate result of
16 Defendants’ conduct and the conditions outlined herein, Plaintiff JON WOOTEN has, continues to,
17 and likely will in the future suffer illness, physical injury, mental stress, emotional distress, shame,
18 anxiety, depression, helplessness, frustration, discomfort, annoyance, and fear, as well as loss in the
19 value of the leasehold, property damage, and other economic damage in an amount to be determined
20 according to proof.

21 **B. The Defendants**

22 49. At all times mentioned herein, Defendant ESSEX PROPERTY TRUST, INC. (“EPT”)
23 was and is licensed to do business and, in fact, is doing business in Los Angeles County, in the State
24 of California.

25 50. At all times mentioned herein, Defendant ESSEX FOUNTAIN PARK
26 APARTMENTS, L.P. (“EFP”) was and is licensed to do business and, in fact, is doing business in
27 Los Angeles County, in the State of California.

28 51. At all times mentioned herein, Defendant ESSEX MANAGEMENT CORPORATION

1 (“EMC”) was and is licensed to do business and, in fact, is doing business in Los Angeles County, in
2 the State of California.

3 52. EPT, EFP and EMC are collectively referred to hereinafter as “Essex.” Plaintiffs allege
4 on information and belief that, at all relevant times mentioned herein, Essex was the owner of the Rental
5 Units, and Essex had and exercised authority to rent residential apartment units at this location.

6 53. Plaintiffs are ignorant of the true names and capacities of the Defendants named herein
7 under fictitious names DOE 1 through DOE 50. Plaintiffs are informed and believe that each of the
8 Defendants herein is the agent, servant, employee, partner or representative of each of the other
9 Defendants and performed all acts and omissions stated herein within the scope of such agency,
10 employment, representative capacity or that of trustee, and is responsible in some manner for the acts
11 and omissions of the other Defendants and proximately caused the damages complained of herein.
12 Each and every Defendant authorized, consented to, or ratified the conduct complained of herein.

13 54. Plaintiffs are informed and believe, and thereon alleges, that at all times relevant herein,
14 each and every agent, servant, employee, or partner of Defendants was at all times acting within the
15 scope of its employment. Each and every Defendant, by and through its agents, was at all times
16 mentioned acting within the course, scope, purpose, consent, knowledge, ratification and authorization
17 of such agency, employment, partnership, franchise, joint venture and conspiracy.

18 JURISDICTION AND VENUE

19 55. Jurisdiction over this matter is proper to Cal. Code of Civ. Proc. §§395(a) and Cal.
20 Code of Civ. Proc. §410.10 because Defendants are incorporated, headquartered, and engage in the
21 bulk of their corporate activities in California to render the exercise of jurisdiction over Defendants
22 consistent with the traditional notions of fair play and substantial justice. Venue is proper pursuant to
23 Cal. Code of Civ. Proc. §395.5 because Defendants perform business in Los Angeles County, and a
24 substantial part of the events, acts, omissions, and transactions occurred in this county.

25 ALLEGATIONS COMMON TO ALL COUNTS

26 A. History of the Playa Vista Development and the Fountain Park Apartments

27 56. Playa Vista is a neighborhood in West Los Angeles, California.

28 57. Prior to its development in the 1940s as the headquarters for Hughes Aircraft

Company, much of the land occupied by Playa Vista was a wetland, formerly part of the larger Ballona Creek watershed, connected to a large saltmarsh in what is now Marina Del Rey.

58. Wetlands naturally produce methane; saturated soil microbes and plants metabolize under anaerobic conditions, leading to the production of methane. Wetlands account for approximately 20–30% of atmospheric methane through emissions from soils and plants.¹

59. After decades of litigation, spanning back to the 1970s, the Los Angeles City Council unanimously approved the Playa Vista development project with a 12-0 vote in 1999 that would transform the aircraft hub to a seaside mixed-used commercial, retail, and housing neighborhood.² Phase One of the Playa Vista development, which included the Fountain Park Apartments, began construction in or about 2000, and residents of the Property became among the first to move to the site in 2002.

60. Playa Capital LLC, the developer and/or owner of the Property, knowingly constructed the Property on former wetlands that included an active and significant methane seep.

61. Playa Phase I Apartments, LLC were the initial owners of the Property and transferred ownership by Grant Deed to Essex Fountain Park Apartments, LLC on or about February 27, 2004.

B. Methane Concerns at the Fountain Park Apartments

62. Naturally occurring methane is found both underground and beneath the sea floor, formed through geological and biological processes.³ The two main pathways for geological methane generation are organic (thermally generated) and inorganic (abiotic). Generally, the formation of thermogenic methane occurs at depth through the breakdown of organic matter or organic synthesis. Most of the Earth's methane is produced through biogenic processes.⁴

¹ Saunio, Marielle; Stavert, Ann R.; Poulter, Ben; Bousquet, Philippe; Canadell, Joseph G.; Jackson, Robert B.; Raymond, Peter A.; Dlugokencky, Edward J.; Houweling, Sander (2019-08-19). "The Global Methane Budget 2000–2017". doi:10.5194/essd-2019-128. [essd-2019-128.pdf](https://doi.org/10.5194/essd-2019-128)

² Sam Gnerre, "South Bay History: How Playa Vista sprang up from scratch at the foot of the Westchester Bluffs," *Daily Breeze* (2020) <https://www.dailybreeze.com/2020/03/23/south-bay-history-how-playa-vista-sprang-up-from-scratch-at-the-foot-of-the-westchester-bluffs>.

³ Etiope, Giuseppe; Lollar, Barbara Sherwood (2013). "Abiotic Methane on Earth". *Reviews of Geophysics*. 51 (2): 276–299.

⁴ Thiel, Volker (2018), "Methane Carbon Cycling in the Past: Insights from Hydrocarbon and Lipid Biomarkers", in Wilkes, Heinz (ed.), *Hydrocarbons, Oils and Lipids: Diversity, Origin, Chemistry and Fate*, Handbook of Hydrocarbon and Lipid Microbiology, Springer International Publishing, pp. 1–30.

63. The Property is located in a methane hazard zone, which is a specific area within the Los Angeles City district that has a high risk of explosion hazard, due to known concentrations of underground methane gas.⁵

64. In the City of Los Angeles, methane hazard zones such as the hazard zone beneath the Property, are believed to primarily result from naturally surfacing tar and crude oil. Zoning regulations are also based on proximity to methane soil gas sources, including historical oil wells and landfills.⁶ Consultants hired by Playa Vista suspect that the gas comes from the Pico Sands Formation, which extends from 500 to 3,000 feet below the surface. Gas gradually works its way to the surface along cracks or weaknesses in the rocks, occasionally bubbling up in creeks or pooled rainwater.⁷

65. While, the largest component of natural gas is methane, it also contains smaller amounts of natural gas liquids, which are also hydrocarbon gas liquids, and nonhydrocarbon gases, such as carbon dioxide and water vapor.⁸

66. Methane gas can be released through cracks in the ground, hydrothermal vents, or biological processes.

67. In a residential area, such as the Property, methane seeps can pose serious risks to health and safety, as methane is colorless, odorless, and flammable.

68. If methane accumulates in enclosed spaces, like an apartment unit, or near an ignition source, like a stove, it can cause a massive explosion.

69. Methane is also an asphyxiant gas, meaning it displaces oxygen in the air and causes suffocation if breathed in high concentrations.

70. Numerous soil gas surveys conducted during Phase One of Playa Vista's development revealed elevated levels of methane on the site, including where the Property was eventually built.⁹

⁵ [What is a Methane Zone? » GEO FORWARD](#)

⁶ <https://www.geoforward.com/los-angeles-methane-zones/>

⁷ [Playa Vista Buyers Will Test Capability of Methane Shield | Grassroots Coalition](#)

⁸ [Natural gas explained - U.S. Energy Information Administration \(EIA\)](#)

⁹ Victor T. Jones, III, "Subsurface Geochemical Assessment of Methane Gas Occurrences: Playa Vista Development, First Phase Project," Exploration Technologies Inc. (April 17, 2000), <https://eti-geochemistry.com/Report-04-2000/>.

1 71. Baseline soil gas surveys showed methane concentrations ranging from <10 parts per
2 million volume (“ppmv”) to >150,000 ppmv.¹⁰

3 72. The Regional Geochemical Assessment conducted prior to Playa Vista’s development
4 noted ... “[d]ramatic evidence of the magnitude of the gas flows has been evidenced by intense bubble
5 activity in a large, flooded area of Tract 01 following the heavy rains in January 2001. Bubbles were
6 observed erupting from the water surface directly over the region where the soil gas survey contained
7 the highest methane concentrations. At one location, the flow was intense enough to raise the surface
8 of the water a few inches above its surroundings in the form of a low frothy fountain.”¹¹

9 73. The result of this investigation [Regional Geochemical Assessment] indicates that
10 natural gas steadily migrates upward through the sediments to the surface at Playa Vista. This is the
11 result of an advective pressure, upwards of 20 psig in the gravel aquifer, driving the methane gas to
12 the surface. The investigation concluded that ... “[t]he presence of gas seeps requires building
13 methane mitigation systems for any building constructed directly over the areas where anomalous
14 concentrations of soil gas have been measured. In the interest of safety, no variances in these methane
15 mitigation requirements should be allowed. Not only do these mitigation systems require extensive
16 field-testing to determine their effectiveness in handling the gases venting naturally at Playa Vista
17 before initial occupancy, in view of future seismic activity in the Los Angeles Basin, this
18 effectiveness must be periodically reevaluated.”¹²

19 74. Between 2001 and 2002, the City of Los Angeles adopted a series of methane
20 mitigation measures and codified the Methane Mitigation Program, setting methane mitigation as a
21 condition for approval and development of the Playa Vista site, including the Property.

22 75. Due to the presence of methane and actively venting methane gases, Essex is
23 required to comply with the Methane Mitigation Program, including all additional requirements
24
25

26 ¹⁰ *Id.*

27 ¹¹ ETI. Regional Geochemical Assessment of Methane, BTEX, CO2 and H2S Gas Occurrences, Playa Vista Development,
28 First and Second Phases, Los Angeles, California Prepared for: City of Los Angeles Department of Building and Safety,
July 10, 2001.

¹² *Id.*

1 imposed as conditions to obtain permits issued by the Los Angeles Fire Department and Los
2 Angeles Department of Building and Safety.

3 76. Plaintiffs allege that Essex has failed to comply with the Methane Mitigation
4 Program and other measures imposed by the City of Los Angeles by statute and permit, thereby
5 endangering the life, limb, health, property, safety, or welfare of Plaintiffs and the public, such
6 that the Property would be deemed substandard pursuant to Health & Safety Code § 17920.3.

7 77. The Methane Mitigation Program included requirements for a Methane Mitigation
8 System, that would monitor the Property's air for methane and alert Defendants, residents, and city
9 officials if methane levels reached 25% of the lower explosive limit ("LEL") or higher at the
10 Property.

11 78. The Methane Mitigation Program required that the Property's Methane Mitigation
12 System include methane alarms, 50-foot gravel vent wells, impervious underground methane
13 barriers, dewatering pumps, and other components necessary to detect and reduce methane build up
14 at the Property.

15 79. Additionally, the Property owner and/or manager were required to submit monthly
16 reports, and follow emergency procedures designed by the Los Angeles Fire Chief and Department
17 to keep the Property residents and occupants safe.

18 80. Upon information and belief, Essex has historically been noncompliant with the
19 mandates of the Methane Mitigation Program.¹³

20 81. For years, Essex did not inform prospective or actual residents that the Property was
21 located on active methane deposits, nor did it inform residents that it was willfully ignoring and
22 failing to follow the mandatory requirements of the Methane Mitigation Program.

23 82. Upon information and belief, once alarmed or triggered the methane detection
24 system at the Property can be reset by numerous Property employees who have access to the
25 alarm key.

26
27 ¹³ "Burning Questions," NBC Los Angeles, Channel 4 (2005) https://www.youtube.com/watch?v=c4O6jl2y_m4&t=25s,
28 https://m.youtube.com/watch?v=y_5PGSmEIj0, <https://m.youtube.com/watch?v=ji0ed6N2e8Y>,
<https://m.youtube.com/watch?v=AN2R1Y2y8Ac>.

1 83. Studies have also shown that venting methane can carry benzene, toluene, and
2 ethylbenzene, xylene (o-, m- and p-) (“BTEX”) and Hydrogen Sulfide (“H₂S”) gases, volatile organic
3 compounds (“VOC”) that are found in petroleum that are toxic, carcinogenic and/or teratogenic, and
4 classified as hazardous air pollutants under federal and state laws.¹⁴

5 84. Upon information and belief, toxic BTEX, H₂S, and possibly other noxious
6 chemicals are transported by actively venting gases, including natural gas, at the Property.

7 85. Upon information and belief, handheld gas detection meters are used by Property
8 employees to detect natural gas leaks in apartment units who have not received adequate training
9 on use, calibration, and maintenance of the gas detection meters.

10 **C. Other Habitability Concerns**

11 86. For the past several years, Essex has poorly maintained the Property, as they have
12 failed and refused to undertake necessary repairs, instead allowing the Property’s decrepit state to
13 persist and worsen, to the great detriment of Plaintiffs and other tenants.

14 87. Ignored, inadequate, and unreliable maintenance has caused the Property to suffer
15 from, inter alia, leaking ceilings; defective plumbing and fixtures; severe mold and mildew;
16 inadequate sanitation service; lack of heating, even in winter; disintegrated and unsanitary floor
17 coverings; lengthy gas service outages; lengthy elevator outages; lack of security; and persistent
18 infestations of rodents, cockroaches, bedbugs, mites, and termites.

19 88. Additionally, alarm systems would be triggered multiple times a month, sometimes
20 for extended periods of time in the middle of the night and early morning. The alarms are triggered
21 so often that they, themselves, constitute a nuisance and cease to work as a safety device. Defendants
22 would often misrepresent to residents of the Property, all of whom lacked knowledge about the
23 significant methane issues at the Property, that the frequent alarms were nothing more than false fire
24 alarms and that there was no reason for concern. Instead, Plaintiffs allege on information and belief

25
26 ¹⁴ Curtis L Nordgaard *et al*, “Hazardous air pollutants in transmission pipeline natural gas: an analytic assessment,”
27 *Environ. Res. Lett.* 17 104032 (2022) <https://iopscience.iop.org/article/10.1088/1748-9326/ac9295>. See also,
28 Interaction profile for: Benzene, Toluene, Ethylbenzene, and Xylenes (BTEX), U.S. Department of Health and Human
Services, Public Health Service, Agency for Toxic Substances and Disease Registry (2004)
<https://www.atsdr.cdc.gov/interactionprofiles/ip-btex/ip05.pdf>.

1 that at least some of the alarms were actually methane sensor alarms resulting from unsafe levels of
2 methane at the Property.

3 89. As set forth in Appendix I-Methane System Requirements, the Playa Vista Methane
4 Prevention, Detection and Monitoring Programs establishes three levels of system requirements for
5 Playa Vista. These requirements are designed to provide residents at Playa Vista with mechanisms
6 to ensure that prevention, detection and monitoring systems are operating correctly ...¹⁵ However,
7 because Essex has misinformed the residents that the alarms are fire alarms, not methane alarms, the
8 residents have become conditioned to not evacuate the building, resulting in a serious safety hazard.

9 90. Plaintiffs and other residents have been exposed to multiple serious health and safety
10 hazards, as well as the stress of living in substandard, uninhabitable dwelling units.

11 91. Furthermore, Essex has failed to maintain operational elevators at the Property
12 throughout Plaintiffs' tenancy. Due to Defendants' neglect, elevator service at the Property is often
13 interrupted for weeks at a time for multiple periods throughout the year. At various times over the
14 years, the elevators in the four-story buildings have been out of service for weeks at a time.
15 Intermittent elevator outages persist through the present day, causing great hardship for residents who
16 reside in the buildings.

17 92. Essex also has failed to provide adequate security at the Property, resulting in non-
18 tenants entering the Property through the security gates to the garages, open doors, and open hall
19 windows. Non-tenants use alcohol and illicit drugs on the Property; throw trash in ventilation
20 shafts; and defile common areas. Moreover, the lack of security has caused Plaintiffs and other
21 tenants to suffer vandalism and theft of their personal items from their vehicles.

22 93. Some residents have reported these conditions, as well as others concerning
23 structural issues, to government authorities. This includes the presence of major flooding during
24 rains, chunks of concrete missing, major cracks, rusted support beams, and rusted pipes in the
25 garage. Instead of fixing the major structural issues, such as the rusted support beam, Essex
26

27 ¹⁵¹⁵ PLAYA VISTA METHANE PREVENTION, DETECTION AND MONITORING PROGRAM, prepared by Playa
28 Vista in conjunction with Camp Dresser and McKee, Inc., Exploration Technologies Inc. and the City of Los Angeles
Department of Building & Safety. January 30, 2001.

1 simply taped over the cracks, missing chunks of concrete, and rusted support beam. It is alleged
2 on information and belief that such dilapidation creates a serious threat to the life, limb, safety,
3 and health of Plaintiffs and other tenants.

4 94. This action seeks damages to compensate Plaintiffs and other similarly situated
5 tenants for the significant harms they have suffered through the Defendants' negligent failure to
6 properly maintain the Property and other violations of law.

7 **D. Defendant's Knowledge of Habitability Issues**

8 95. It is alleged on information and belief that Essex has been repeatedly cited for various
9 building violations, often repeatedly year after year.

10 96. Among other things, Essex has been notified regarding inoperable safety systems,
11 non-functioning fire-doors, rusted structural beams, significant cracks in concrete, water intrusion,
12 and other issues by governmental inspectors. Instead of repairing such substandard conditions, which
13 could endanger the life, limb, property, and health of Plaintiffs, Essex instead taped over deficiencies
14 and made other aesthetic and or temporary repairs, if any.

15 97. Essex, as the successor in interest to the property's original developers and owners
16 Playa Vista/ Playa Capital, must adhere to the Methane Mitigation Program and any other permits
17 mandated by the Los Angeles Department of Building and Safety and/or the Los Angeles Fire
18 Department.

19 98. Essex knew or should have known that the Property is in a designated methane zone,
20 where methane, and possibly high levels of such, is and/or could be present.

21 99. Essex knew or should have known that disclosure of the high levels of methane below
22 the buildings would have discouraged Plaintiffs from signing a lease and moving into the Property.
23 Yet, Essex did not disclose the methane issues to Plaintiffs.

24 100. Additionally, Essex has yet to repair the Property's Methane Mitigation System or
25 otherwise comply with the Methane Mitigation Program.

26 101. These deficiencies and dilapidations render the Property substandard and unfit for
27 human occupation, as described in Health and Safety Code § 17920.3.

28 102. At all relevant times, Defendants have had both actual and constructive knowledge of

1 the deplorable conditions in the Property through, inter alia, multiple government notices informing
2 them of municipal and health and safety code violations, with orders to repair the premises, as well
3 as notice of complaints made by the Plaintiffs to Defendants, Defendants' employees, agents and/or
4 other personnel, and government agencies. Each Defendant owned, operated, managed, or was
5 responsible for maintaining the Property while these uninhabitable conditions existed. Defendants
6 directly, or through their agents, observed and were aware of these uninhabitable conditions.

7 103. Notwithstanding Defendants' knowledge that these unsafe and unhealthy conditions
8 existed and were dangerous to the Plaintiffs, and despite having the opportunity and the means, as
9 well as the legal obligation, to correct these conditions, each Defendant has failed and refused to take
10 necessary corrective measures throughout the Property.

11 104. Despite these unlivable conditions, Plaintiffs nevertheless paid rent to Defendants at
12 all times relevant to this action or has been excused from paying rent pursuant to law, equity and
13 local Covid 19 emergency orders. However, based on Essex's breaches of the warranty of
14 habitability, Plaintiffs do not owe any rent until the dilapidated and unsafe conditions are properly
15 repaired.

16 105. This action is necessary to force Defendants to fix the conditions at the Property, to
17 do so in a manner that does not create additional harm to Plaintiffs' health and safety, and to provide
18 safe and decent housing as required by law. Considering the egregious nature of Defendants'
19 behavior, Plaintiffs seek punitive damages. Plaintiffs also seek injunctive relief to require the current
20 owners and managers to heed applicable governmental orders, bring the property back into
21 compliance with code, ensure habitable living conditions for tenants, and provide Plaintiffs with the
22 required notice of the owner's plans for the Property.

23 **FIRST CAUSE OF ACTION –**
24 **BREACH OF CONTRACT**
25 **(Against ALL Defendants)**

26 106. Plaintiffs reallege and incorporate by reference the allegations made above as if fully
27 set forth herein.
28

1 107. Plaintiffs and Essex entered into written agreements, consisting of residential leases
2 for the Rental Units at the Property.

3 108. Pursuant to state law, all residential leases implicitly contain a warranty of habitability.
4 (Civ. Code § 1941; *Green v. Sup. Ct. (Sumski)* (1974) 10 Cal.3d 616.) The Rental Units fall within the
5 statute's definition of a residential dwelling unit. A residential dwelling unit fails to meet the standard
6 imposed by the warranty of habitability if, among other things, it lacks either; (1) effective
7 waterproofing and weather protection of roof and exterior walls, including unbroken windows and
8 doors, (2) plumbing or gas facilities that conformed to applicable law in effect at the time of installation,
9 maintained in good working order, (3) a water supply approved under applicable law that is under the
10 control of the tenant, capable of producing hot and cold running water, or a system that is under the
11 control of the landlord, that produces hot and cold running water, furnished to appropriate fixtures, and
12 connected to a sewage disposal system approved under applicable law, (4) heating facilities that
13 conformed with applicable law at the time of installation, maintained in good working order,
14 (5) electrical lighting, with wiring and electrical equipment that conformed with applicable law at the
15 time of installation, maintained in good working order, (6) building, grounds, and appurtenances at the
16 time of the commencement of the lease or rental agreement, and all areas under control of the landlord,
17 kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage,
18 rodents, and vermin, (7) an adequate number of appropriate receptacles for garbage and rubbish, in
19 clean condition and good repair at the time of the commencement of the lease or rental agreement, with
20 the landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean
21 condition and good repair of the receptacles under his or her control, (8) floors, stairways, and railings
22 maintained in good repair.¹⁶

23 109. Defendants breached the residential lease agreement and failed to perform their
24 contractual obligations by, among other things, the actions described herein.

25 110. Plaintiffs performed all conditions, covenants, and promises required on their part to
26 be performed in accordance with the terms and conditions of the residential lease.

27 _____
28 ¹⁶ Civ. Code § 1941.1(a). Amended by Stats. 2012, Ch. 600, Sec. 1. (AB 1124) Effective January 1, 2013.

111. Plaintiffs repeatedly demanded Defendants' performance of the contractual obligations pursuant to the residential lease, but Defendants, and each of them, failed to perform such obligations.

112. As a direct and foreseeable result of Defendants' breach, Plaintiffs suffered damages as alleged herein.

**SECOND CAUSE OF ACTION –
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
(Against ALL Defendants)**

113. Plaintiffs reallege and incorporate by reference the allegations made above as if fully set forth herein.

114. Plaintiffs and Essex entered residential lease agreements for Rental Units at the Property.

115. As with all contracts, the residential lease agreements referred to above contained an implied covenant of good faith and fair dealing, obliging Defendants to perform the terms and conditions of the agreement fairly and in good faith, and to refrain from doing any act that would prevent or impede Plaintiffs from performing any and all of the conditions of the contract that they agreed to perform, or *any act that would deprive Plaintiffs of the benefits of the contract*.

116. Plaintiffs performed all conditions, covenants, and promises required on their part to be performed in accordance with the terms and conditions of the residential lease, and Defendants were aware of Plaintiffs' performance and satisfaction of Plaintiffs' contractual duties.

117. Defendants breached the implied covenant of good faith and fair dealing implicit in the residential lease agreements by failing and refusing to provide housing accommodations fit for human occupation and by ignoring Plaintiffs' repeated requests to repair the defects and dangerous conditions of the Rental Units that caused them to be uninhabitable.

118. As a direct and proximate result of Defendants' breach of the covenant of good faith and fair dealing, Plaintiffs have suffered, and continue to suffer consequential economic damages, including, without limitation, the value of the Rental Units, medical expenses, losses in earnings and other benefits, all in an amount to be shown according to proof.

**THIRD CAUSE OF ACTION -- BREACH OF IMPLIED WARRANTY OF
HABITABILITY
(Against ALL Defendants)**

119. Plaintiffs reallege and incorporate by reference the allegations made above as fully set forth herein.

120. Pursuant to residential lease agreements with Essex, Plaintiffs assumed possession of the Rental Units.

121. Pursuant to state law, all residential leases implicitly contain a warranty of habitability. (Civ. Code § 1941; *Green v. Sup. Ct. (Sumski)* (1974) 10 Cal.3d 616.) The Rental Units fall within the statute's definition of a residential dwelling unit. A residential dwelling unit fails to meet the standard imposed by the warranty of habitability if, among other things, it lacks either (1) effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors, (2) plumbing or gas facilities that conformed to applicable law in effect at the time of installation, maintained in good working order, (3) a water supply approved under applicable law that is under the control of the tenant, capable of producing hot and cold running water, or a system that is under the control of the landlord, that produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law, (4) heating facilities that conformed with applicable law at the time of installation, maintained in good working order, (5) electrical lighting, with wiring and electrical equipment that conformed with applicable law at the time of installation, maintained in good working order, (6) building, grounds, and appurtenances at the time of the commencement of the lease or rental agreement, and all areas under control of the landlord, kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin, (7) an adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or rental agreement, with the landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean

1 condition and good repair of the receptacles under his or her control, (8) floors, stairways, and railings
2 maintained in good repair.¹⁷

3 122. Defendants breached the implied warranty of habitability by and through, among
4 other things, the actions described herein. Defendants' breach significantly threatened and imperiled
5 the health and safety of Plaintiffs.

6 123. Plaintiffs and other residents repeatedly notified Defendants of the defective and
7 dangerous conditions described herein and requested that Defendants address and remedy the
8 problems. However, Defendants failed and refused to provide the required amenities, or to make
9 urgently needed repairs.

10 124. As a direct and proximate result of Defendants' breach of said duty, Plaintiffs suffered
11 severe emotional distress and anxiety and physical distress, all to their general damage.

12 125. As a direct and proximate result of Defendants' breach of the warranty of habitability,
13 Plaintiffs have suffered, and continue to suffer consequential economic damages, including without
14 limitation, the value of the Rental Units, medical expenses, losses in earnings and other benefits, all
15 in an amount to be shown according to proof.

16 126. As a further direct and proximate result of Defendants' breach of the warranty of
17 habitability and Defendants' failure to repair the defective and dangerous conditions, Plaintiffs
18 suffered significant property damage and economic loss.

19 **FOURTH CAUSE OF ACTION –**
20 **NEGLIGENT MAINTENANCE OF PREMISES**
21 **(Against ALL Defendants)**

22 127. Plaintiffs reallege and incorporate by reference the allegations made above as fully set
23 forth herein.

24 128. At all times mentioned herein, Defendants, and each of them, were owners and lessors
25 of the Rental Units, which are residential dwelling units under Civil Code section 1941. Defendants
26 were required by law to ensure that the Rental Units were in a condition fit for human occupation
27

28 ¹⁷ Civ. Code § 1941.1(a). Amended by Stats. 2012, Ch. 600, Sec. 1. (AB 1124) Effective January 1, 2013.

1 before renting to Plaintiffs, and to repair all subsequent defects affecting a tenant's physical health
2 and safety, which rendered the Rental Units untenable.

3 129. As landowners and managers of the Property, Defendants, and each of them, owed a
4 duty of care under common law and California Civil Code section 1714 to exercise due care in the
5 management of the Property to avoid foreseeable injury to others. This duty required them to comply
6 with all building, fire, health and safety codes, ordinances, regulations, and other laws applying to
7 the maintenance and operation of rental housing.

8 130. As alleged herein, the Rental Units were unfit for human occupation when Plaintiffs
9 assumed possession of the premises and remained untenable throughout Plaintiffs' residency.
10 Defendants' conduct described herein constituted a material breach of their duty to provide and maintain
11 the Rental Units in a condition fit for human occupation, including by virtue of Defendants' failure to
12 inform residents about the presence of a large methane seep under the property (and the other dangerous
13 gasses associated with that seep) and Defendants' willful, undisclosed failure to comply with the
14 requirements of the Methane Mitigation Program.

15 131. Defendants were aware of the uninhabitable conditions and failed to correct material
16 defects at the Property.

17 132. As a direct and proximate result of Defendants' breach of said duty, Plaintiffs suffered
18 severe emotional, physical distress, all to their general damage.

19 133. As a direct and proximate result of Defendants' breach of the warranty of habitability,
20 Plaintiffs have suffered, and continue to suffer consequential economic damages, including without
21 limitation, the value of the Rental Units, medical expenses, losses in earnings and other benefits, all
22 in an amount to be shown according to proof.

23 134. As a further direct and proximate result of Defendants' breach of said duty, Plaintiffs
24 suffered damage to personal property and related economic loss, all to Plaintiffs' damage.

25 135. Defendants' willful failure and continuous refusal to comply with the duty to provide
26 and maintain the Rental Units in a condition fit for human occupation were oppressive and malicious
27 within the meaning of Civil Code section 3294, in that these acts subjected Plaintiffs to cruel and
28

1 unjust hardship in willful and conscious disregard of Plaintiffs' rights and safety, thereby entitling
2 Plaintiffs to an award of punitive damages.

3 **FIFTH CAUSE OF ACTION –**
4 **MAINTENANCE OF NUISANCE**
5 **(Against ALL Defendants)**

6 136. Plaintiffs reallege and incorporate by reference the allegations made above as fully set
7 forth herein.

8 137. The defective and dangerous conditions of the Rental Units as alleged and described
9 herein constituted a nuisance within the meaning of Civil Code section 3479 and Code of Civil
10 Procedure section 731 in that they deprive Plaintiffs of the safe, healthy, and comfortable use of the
11 Rental Units.

12 138. As landowners and managers of the Property, Defendants, and each of them, owed a
13 duty of care under common law and California Civil Code section 1714 to exercise due care in the
14 management of the Property to avoid foreseeable injury to others. This duty required them to comply
15 with all building, fire, health and safety codes, ordinances, regulations, and other laws applying to
16 the maintenance and operation of rental housing.

17 139. Plaintiffs and other residents repeatedly notified Defendants of the defective and
18 dangerous conditions described herein and requested that Defendants address and remedy the
19 problems. However, Defendants failed and refused to provide required amenities, or to make urgently
20 needed repairs, thus maintaining the nuisance and the continuing threat to Plaintiffs' health and safety.

21 140. As a direct and proximate result of Defendants' maintenance of the nuisance,
22 Plaintiffs have or will need to undergo medical treatment for symptoms resulting from their exposure
23 to poisonous and/or noxious gas.

24 141. As a further direct and proximate result of Defendants' maintenance of the nuisance,
25 Plaintiffs suffered significant property damage and economic loss. Moreover, Plaintiffs also suffered
26 severe emotional distress and anxiety, all to their general damage.

27 142. In maintaining the nuisance, Defendants acted with full knowledge of the
28 consequences thereof and of the damage being caused to Plaintiffs. Despite this knowledge,

1 Defendants failed to abate the nuisance by repairing the defective and dangerous conditions of the
2 Rental Units or causing them to be repaired.

3 143. As a direct and proximate result of Defendants' breach of said duty, Plaintiffs suffered
4 severe emotional, physical distress, all to their general damage.

5 144. As a direct and proximate result of Defendants' breach of the warranty of habitability,
6 Plaintiffs have suffered, and continue to suffer consequential economic damages, including without
7 limitation, the value of the Rental Units, medical expenses, losses in earnings and other benefits, all
8 in an amount to be shown according to proof.

9 145. Defendants' maintenance of the nuisance and failure to repair the defective and
10 dangerous conditions within a reasonable time after Plaintiffs notified them, as alleged above, was
11 oppressive and malicious within the meaning of Civil Code section 3294 in that it subjected Plaintiffs
12 to cruel and unjust hardship in willful and conscious disregard of Plaintiffs' rights and safety, thereby
13 entitling Plaintiffs to an award of punitive damages.

14 **SIXTH CAUSE OF ACTION –**
15 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
16 **(Against ALL Defendants)**

17 146. Plaintiffs reallege and incorporate by reference the allegations made above as if fully
18 set forth herein.

19 147. Plaintiffs are informed and believe, and thereon they allege, that the conduct of
20 Defendants, and each of them, as alleged and described herein, was intentional, extreme, outrageous,
21 and was committed with the intent to cause emotional distress.

22 148. Defendants were aware of the defective and dangerous conditions at the Property and
23 failed to remedy them, despite the risk these defects posed to Plaintiffs' health and safety.

24 149. Moreover, Defendants actions were knowing, intentional, and willful and committed
25 with a reckless disregard of the probability of causing Plaintiffs emotional distress.

26 150. As a direct and proximate result of Defendants' conduct alleged and described herein,
27 Plaintiffs suffered extreme mental anguish and emotional, and physical, distress and will continue to
28 suffer severe mental anguish, anxiety, and emotional distress in the future.

151. As a further direct and proximate result of Defendants' conduct alleged and described herein, and Plaintiffs' resulting emotional distress, Plaintiffs were required to and/or will incur medical and related expenses and will continue to incur such expenses for ongoing treatment in the future.

152. As described herein, Defendants' conduct was malicious and oppressive, in that it was conduct carried on by the Defendant in willful and conscious disregard of Plaintiffs' rights and subjected Plaintiffs to cruel and unjust hardship.

153. As a result of such conduct, Plaintiffs are entitled to recover punitive and exemplary damages in an amount commensurate with the wrongful acts alleged herein.

**SEVENTH CAUSE OF ACTION –
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
(Against ALL Defendants)**

154. Plaintiffs incorporate by reference all previous paragraphs of this Complaint, as fully set forth herein.

155. At all times mentioned herein, Defendants undertook and owed Plaintiffs a duty of care to provide and maintain the Rental Units in a condition fit for human occupation and to repair all defects and dangerous conditions of Rental Units to maintain the habitable condition.

156. Defendants were aware of the defective and dangerous conditions at the Property and failed to remedy them, despite the risk these defects posed to Plaintiffs' health and safety.

157. As landowners and managers of the Property, Defendants, and each of them, owed a duty of care under common law and California Civil Code section 1714 to exercise due care in the management of the Property to avoid foreseeable injury to others. This duty required them to comply with all building, fire, health and safety codes, ordinances, regulations, and other laws applying to the maintenance and operation of rental housing.

158. Defendants, and each of them, knew or should have known, that failure to exercise their duty to provide and maintain the Rental Units in a condition fit for human occupation and to repair all defects and dangerous conditions of Rental Units to maintain the habitable condition, would cause Plaintiffs severe emotional distress and physical injury.

159. Defendants' breach did in fact cause Plaintiffs physical injury and severe emotional distress.

160. As a result of Defendants' breach, Plaintiffs suffered physical injuries, some yet unknown, with the possibility that they could be afflicted with new and more severe symptoms at any time. Plaintiffs' physical injuries, emotional distress, and severe, continuing anxiety are all the direct result of Defendants' negligence.

**EIGHTH CAUSE OF ACTION –
NEGLIGENCE
(Against ALL Defendants)**

161. Plaintiffs reallege and incorporate by reference the allegations made above as fully set forth herein.

162. During Plaintiffs' residence in the Property, Plaintiffs were each in a landlord-tenant relationship with Essex, paying rent and occupying the premises, pursuant to a written rental agreement, a written rental agreement that was orally modified, or a verbal rental agreement, and during this lawsuit was excused from paying further rent pursuant to law or equity.

163. As lessors of a residential premises for the occupation of human beings, Defendants, and each of them, and/or their agents, owe a duty to Plaintiffs under Civil Code section 1941 to maintain the Property in a condition fit for human occupation, and to repair all subsequent dilapidations that render it untenable.

164. As landowners and managers of the Property, Defendants, and each of them, owed a duty of care under common law and California Civil Code section 1714 to exercise due care in the management of the Property to avoid foreseeable injury to others. This duty required them to comply with all building, fire, health and safety codes, ordinances, regulations, and other laws applying to the maintenance and operation of rental housing.

165. Defendants, and each of them, have breached this duty by negligently failing to maintain the Property in a condition fit for human occupancy, and by failing to repair all subsequent dilapidations thereof.

1 166. Defendants were aware of the defective and dangerous conditions at the Property and
2 failed to remedy them, despite the risk these defects posed to Plaintiffs' health and safety.

3 167. Because of the untenable conditions they endured daily, Plaintiffs have suffered
4 severe emotional distress including, but not limited to, feelings of anxiety, fearfulness, frustration,
5 depression, worry, discomfort, helplessness, disgust, and shame.

6 168. Defendants' negligence was a substantial factor in causing Plaintiffs' serious
7 emotional distress, which was a foreseeable, direct, and proximate result of Defendants' failure to
8 keep the Property fit for occupancy. The Defendants, and each of them, are liable to compensate
9 Plaintiffs for these injuries.

10 169. As a direct and proximate cause of the untenable conditions they endured daily,
11 Plaintiffs suffered and/or continue or may suffer damages from illness, physical injury, mental stress,
12 emotional distress, shame, anxiety, depression, helplessness, frustration, discomfort, annoyance, fear,
13 in an amount to be determined according to proof, but which amount is within the jurisdictional
14 requirements of this Court.

15 170. As a direct and proximate result of Defendants' negligent maintenance of the
16 premises, the value of the leaseholds held by Plaintiffs has been diminished. Consequently, Plaintiffs
17 have been damaged in an amount to be proven at trial.

18 171. Defendants' breach of duty has been willful, malicious, and oppressive, amounting to
19 despicable conduct that subjected Plaintiffs to cruel and unjust hardship in conscious disregard of
20 their rights, so as to entitle Plaintiffs to an award of punitive and exemplary damages. Plaintiffs are
21 entitled to punitive and exemplary damages against Defendants, and Does 1 through 50, in an amount
22 sufficient to punish them and deter them and others from engaging in similar conduct, as determined
23 at trial.

24 **NINTH CAUSE OF ACTION –**

25 **PREMISES LIABILITY**

26 **(Against ALL Defendants)**

27 172. Plaintiffs reallege and incorporate by reference the allegations made as fully set forth
28 herein.

1 173. At all times relevant to this action, the Defendants, and each of them, and their agents
2 owned, leased, occupied, managed, or otherwise controlled the Property.

3 174. As landowners and managers of the Property, Defendants, and each of them, owed a
4 duty of care under common law and California Civil Code section 1714 to exercise due care in the
5 management of the Property to avoid foreseeable injury to others. This duty required them to comply
6 with all building, fire, health and safety codes, ordinances, regulations, and other laws applying to
7 the maintenance and operation of rental housing.

8 175. Defendants, and each of them, have breached their common law and statutory duties
9 of care by failing to correct substandard conditions and failing to use ordinary care in managing the
10 Property.

11 176. Defendants, and each of them, knew, or reasonably should have known, that Plaintiffs
12 would be injured because of their breach of the common law and statutory duties of due care.

13 177. As a direct and proximate result of Defendants' negligent maintenance of the
14 premises, the value of the leasehold held by the Plaintiffs have been diminished. Consequently,
15 Plaintiffs have been damaged in an amount to be proven at trial.

16 178. As a direct and proximate result of Defendants' breach of the warranty of habitability,
17 Plaintiffs have suffered, and continue to suffer consequential economic damages, including without
18 limitation, the value of the Rental Units, medical expenses, losses in earnings and other benefits, all
19 in an amount to be shown according to proof.

20 179. As a direct and proximate result of Defendants' conduct, Plaintiffs suffered and/or
21 continues to suffer illness, physical injury, mental stress, emotional distress, shame, anxiety,
22 depression, helplessness, frustration, discomfort, annoyance, fear, in an amount to be determined
23 according to proof, but which amount is within the jurisdictional requirements of this Court.
24 Defendants, and each of them, are liable to compensate Plaintiffs for these injuries.

25 180. Defendants' tortious breach of the duty of care has been willful, malicious, and
26 oppressive, amounting to despicable conduct that subjected Plaintiffs to cruel and unjust hardship
27 in conscious disregard of their rights, so as to entitle Plaintiffs to an award of punitive and
28 exemplary damages. Plaintiffs are entitled to punitive and exemplary damages against

1 Defendants, and each of them, at an amount sufficient to punish them and deter them and others
2 from engaging in similar conduct, as determined at trial.

3 181. Plaintiffs are also entitled to recover their reasonable attorneys' fees incurred in
4 bringing and litigating this matter and the costs of the lawsuit herein.

5 **TENTH CAUSE OF ACTION –**
6 **WILLFUL INTERRUPTION OF SERVICES, CIV.CODE § 789.3**
7 **(Against ALL Defendants)**

8 182. Plaintiffs reallege and incorporate by reference the allegations made as fully set forth
9 herein.

10 183. During their residence at the Property, Plaintiffs were in a landlord-tenant
11 relationship with Defendants, paying rent and occupying the premises, pursuant to a written rental
12 agreement, a written rental agreement that was orally modified, or a verbal rental agreement.

13 184. Civil Code section 789.3 prohibits a landlord from: willfully causing, directly or
14 indirectly, the interruption or termination of any utility service furnished a tenant, including, but not
15 limited to, water, heat, light, electricity, gas, telephone, elevator, or refrigeration, whether or not the
16 utility service is under the control of the landlord, with the intent to terminate the occupancy.

17 185. Defendants have at all times relevant to this action, willfully caused the interruption
18 of utility services furnished to Plaintiffs, including but not limited to: heat, gas, and elevator utility
19 services.

20 186. As a direct and proximate result of these Defendants' conduct and the conditions
21 outlined above, Plaintiffs have, continues to, and/or may, in the future, suffer illness, physical injury,
22 mental stress, emotional distress, shame, anxiety, depression, helplessness, frustration, discomfort,
23 annoyance, fear, loss in the value of the leasehold, property damage, and other economic damage in
24 an amount to be determined according to proof, but which amount is within the jurisdictional
25 requirements of this Court.

26 187. Plaintiffs are entitled to actual damages sustained and to special damages of not less
27 than \$250.00 per violation, and not more than \$100.00 for each day of each violation.

28 188. Plaintiffs are also entitled to reasonable attorney's fees and costs.

1 189. Plaintiffs are also entitled to injunctive relief to prevent continuing or further
2 interruptions of the basic utility services identified in Civil Code section 789.3.

3 **ELEVENTH CAUSE OF ACTION –**
4 **COLLECTION OF EXCESSIVE RENT, LAMC §§ 151.04, 151.05**
5 **(Against ALL Defendants)**

6 190. Plaintiffs reallege and incorporate by reference the allegations made as fully set forth
7 herein.

8 191. During Plaintiffs’ residence at the Property, Plaintiffs were in a landlord-tenant
9 relationship with Defendants, paying rent and occupying the premises, pursuant to a written rental
10 agreement, a written rental agreement that was orally modified, or a verbal rental agreement.

11 192. Los Angeles Municipal Code (“LAMC”) section 151.04 prohibits a landlord from
12 demanding, accepting or retaining more than the maximum adjusted rent permitted pursuant to that
13 chapter, which codifies the Rent Stabilization Ordinance of Los Angeles (“LARSO”), or regulations
14 adopted pursuant to the LARSO.

15 193. Rent Adjustment Commission (“RAC”) Regulations sections 410.00 *et seq.*, titled
16 “Reduction in Housing Services,” were promulgated pursuant to the LARSO. Section 410.03 of the
17 RAC Regulations provides that landlords who reduce housing services without a corresponding
18 reduction in rent effectuate an increase in rent. Housing services include, but are not limited to,
19 utilities such as heat, water, and elevator services, ordinary repairs, and maintenance, and refuse
20 removal, per LAMC section 151.02 and RAC Regulations section 410.04.

21 194. At all times relevant to this action, Defendants reduced the housing services at the
22 Property, including but not limited to heat facilities, elevator services, failure, and refusal to perform
23 ordinary repairs and maintenance, and failure to maintain the Property in a sanitary and safe condition
24 free of refuse, and failing to comply with the Methane Mitigation Program.

25 195. Some residents complained to the Los Angeles Housing and Community Investment
26 Department (“HCIDLA”) about the reductions in housing services repeatedly. Some residents also
27 notified Defendants of the reductions in housing services through written complaints.

28 196. Defendants have not reduced the amounts they have demanded and accepted for

1 Plaintiffs' rent in accordance with the reduction in services; therefore, Defendants have effectively
2 increased Plaintiffs' rent above the maximum allowable rent.

3 197. LAMC section 151.05 requires any landlord who demands or accepts a higher rent
4 than the maximum rent to inform the tenant of the rental unit in writing of the factual justification for
5 the difference between the maximum rent and the rent which the landlord is currently charging or
6 proposes to charge. Defendants have not, and at no time relevant to this action did, inform Plaintiffs
7 in writing of the factual justification for the difference between the maximum allowable rent and the
8 rent which Defendants have been charging, and continue to charge, to Plaintiffs.

9 198. Plaintiffs are entitled to damages equal to three times the amount by which their
10 rent payments have exceeded the maximum allowable rent for their unit, in an amount to be proven
11 at trial. Plaintiffs are also entitled to reasonable attorneys' fees and costs.

12 **TWELFTH CAUSE OF ACTION –**
13 **BREACH OF COVENANT OF QUIET ENJOYMENT,**
14 **CIVIL CODE §§ 1940.2 AND 3304**
15 **(Against ALL Defendants)**

16 199. Plaintiffs reallege and incorporate by reference the allegations made as fully set forth
17 herein.

18 200. Plaintiffs held a leasehold interest and have been tenants of the Property while
19 Defendants have owned and managed it.

20 201. California Civil Code Section 1940.2(a)(3) prohibits landlords from using, or
21 threatening to use, force, making willful threats, or behaving menacingly in a way that interferes with
22 a tenant's quiet enjoyment of the premises, and that would create an apprehension of harm in a
23 reasonable person.

24 202. At all times relevant herein, Defendants engaged in a pattern of unlawful, menacing,
25 and harassing course of conduct. This conduct consists of acts and omissions that include but are not
26 limited to Defendants' inaction to rid the property of vermin, insects, and other pests that infest the
27 building; Defendants' willful inaction to repair the elevator; and refusing to provide for adequate
28 security in the building. This conduct would have created an apprehension of harm in a reasonable

1 person.

2 203. Defendants have a duty to abide by the statutory and implied covenants of quiet
3 enjoyment. Defendants breached this duty and the implied covenant by their conduct described above.
4 This egregious and abusive conduct included negligently failing to repair unsafe, unsanitary and
5 uninhabitable conditions at the premises; failing to provide adequate trash facilities; failing to properly
6 secure the premises; and failing to maintain the premises in a habitable and safe condition.

7 204. Defendants knew, or reasonably should have known, that Plaintiffs would suffer
8 damage as a result of this breach. Defendants were notified on many occasions of the uninhabitable
9 conditions by Plaintiffs and City and County agencies.

10 205. As a direct and proximate result of Defendants' breach of the covenant of quiet
11 enjoyment, the value of each leasehold held by Plaintiffs has been diminished. Consequently,
12 Plaintiffs were damaged in an amount equal to rental payments due and paid during Plaintiffs'
13 leasehold or in an amount to be proven at trial. Additionally, Plaintiffs are entitled to statutory
14 damages of \$2,000 for each violation pursuant to California Civil Code Section 1940.2.

15 **THIRTEENTH CAUSE OF ACTION –**

16 **FRAUD**

17 **(Against All Defendants)**

18 206. Plaintiffs reallege and incorporate by reference the allegations made as fully set forth
19 herein.

20 207. Plaintiffs allege on information and belief that the Property is in an area identified
21 by the City of Los Angeles as having Level III methane concentrations.

22 208. Essex knew that the Property was in an area with high levels on methane.

23 209. Essex knew or should have known that disclosure of the high levels of methane
24 below the buildings would have discouraged Plaintiffs from signing a lease and moving into the
25 Property's apartments.

26 210. Essex and its representatives omitted such material facts, with the intent of
27 inducing Plaintiffs into signing a lease and moving into the Property's apartments.

28 211. Essex's advertisements of the Property misled prospective residents that the

1 community is a safe and comfortable place to live, boasting about the property’s “ample
2 amenities” and making note of its “modern interiors” with no mention of the longstanding
3 methane and habitability concerns.¹⁸

4 212. Essex’s agents further misrepresented and omitted the nature of the Property’s
5 methane issues by mischaracterizing the numerous methane alarms as tripped fire alarms through
6 emails and other written correspondence as well as verbal inquiries and conversations with
7 Plaintiffs and other residents about the alarms.

8 213. Methane is known to co-mingle and carry carcinogenic and noxious gases, such
9 as BTEX chemicals and Hydrogen Sulfide.

10 214. But for Essex omitting the information regarding the existence of methane below
11 the Property, Plaintiffs would not have signed a lease and moved into the Property’s apartments.

12 215. Plaintiffs’ exposure to methane, BTEX chemicals, and possibly hydrogen sulfide
13 has harmed Plaintiffs’ health and will necessitate an increase in medical monitoring and medical
14 treatment for the remainder of Plaintiffs’ life.

15 216. Plaintiffs’ exposure and fear of exposure to methane, BTEX chemicals, and
16 possibly hydrogen sulfide has caused severe emotional distress, such as anger, frustration,
17 sadness, anxiety, and fear.

18 217. Plaintiffs seek general and special damages, according to proof.

19 218. Plaintiffs seek exemplary damages for fraud, in an amount sufficient to make an
20 example of Defendants.

21 219. Plaintiffs are entitled to statutory penalties and damages pursuant to law.

22 220. Plaintiffs are entitled to attorney’s fees pursuant to Code of Civil Procedure §
23 1174.21.

24
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28 ¹⁸ Fountain Park at Playa Vista, Essex (2024), <https://www.essexapartmenthomes.com/apartments/playa-vista/fountain-park-at-playa-vista>.

**FOURTEENTH CAUSE OF ACTION –
VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200
(Against All Defendants)**

221. Plaintiffs reallege and incorporate by reference the allegations made as if fully set forth herein.

222. The Property was part of Phase One of the Playa Vista Development.

223. It is alleged on information and belief that the Property is located on a significant methane seep in the Western United States and has methane concentrations that were determined to exceed 12,500 parts per million by volume (“ppmv”) of methane.

224. The Property is in a “Level III” methane concentration zone, requiring the strictest and most extensive methane mitigation requirements.

225. Methane is a highly explosive gas, which will ignite in concentrations between 5% and 15%.

226. It is further alleged, on information and belief, that the natural methane leaks at Playa Vista were determined to transport carcinogenic and noxious gases, including BTEX chemicals and Hydrogen Sulfide.

227. Because of the presence of high volumes of methane venting through the soil, the City of Los Angeles hired methane consultants to determine whether the site could be safely developed. Methane consultants, in conjunction with the Playa Vista consultants, developed what was referred to as the Playa Vista Methane Prevention, Detection, and Monitoring Program.

228. Despite the risks, Playa Capital, the Property’s developer, chose not to design, build, implement, and comply with all the requirements outlined in the Methane Mitigation Program.

229. The City of Los Angeles codified the Playa Vista Methane Prevention, Detection and Monitoring Program in Ordinance 175790 at Los Angeles Municipal Code § 91.7104.3.8. for buildings located in the First Phase Playa Vista Project:

230. The First Phase Playa Vista project, as approved by the City on September 21, 1993, and December 8, 1995, shall comply with the Methane Mitigation Program as required by

1 the Department pursuant to the Methane Prevention, Detection and Monitoring Program
2 approved by the Department on January 31, 2001, in lieu of the requirements of this Division.

3 231. Essex, as the successor in interest to Playa Vista/ Playa Capital, is required to fully
4 comply with the Methane Mitigation Program and all other permit requirements imposed by the
5 Los Angeles Department of Building and Safety and/or the Los Angeles Fire Department.

6 232. It is alleged on information and belief that the City's methane consultants opined
7 that unless the Methane Mitigation System met or exceeded all the requirements outlined in the
8 Methane Mitigation Program, the site was too dangerous to develop.

9 233. Plaintiffs allege that the Property's Methane Mitigation System fails to comply
10 with the Methane Mitigation Program and/or permit requirements imposed by the Los Angeles
11 Department of Building and Safety and/or the Los Angeles Fire Department.

12 234. As discussed below, there are many deficiencies in Essex's maintenance and
13 implementation of the Methane Mitigation Program, including without limitation the following:

- 14 a. Essex failed to ensure the detection system activated a visual and audible building
15 alarm when methane concentrations are detected at 12,500 ppmv within the
16 building (25% of the lower explosive limit) or higher with an automatic electronic
17 signal that will notify the Los Angeles Fire Department upon the building alarm's
18 activation.
- 19 b. Essex failed to comply within ten (10) calendar days following the activation of
20 alarms to submit written reports to the Los Angeles Fire Department and the
21 Department of Building and Safety regarding the alarm activation and the cause of the
22 activation and provide recommendations and corrective measures.
- 23 c. Essex failed to ensure the building systems were tested, maintained, and serviced at
24 least annually pursuant to the manufacturer's specifications and to the satisfaction of
25 the Los Angeles Fire Department and the Department of Building and Safety.
- 26 d. Essex failed on or before July 1 of each calendar year, to submit a certification to Los
27 Angeles Fire Department and the Department of Building and Safety certifying that
28 the annual testing, maintenance, and service has been completed and that the Methane

1 Mitigation System is operational.

- 2 e. Essex failed to develop and submit for approval by the Los Angeles Fire Department
3 and the Department of Building and Safety an evacuation plan for the building and
4 further failed to provide a copy of the evacuation plan to residents and tenants as
5 required.

6 235. It is alleged on information and belief that no automatic ventilation system exists
7 below the impervious membrane, or if it does exist, it has not been recently tested to determine
8 whether it is operational. It is further alleged on information and belief, that absent active
9 groundwater pumping, the 50-foot vent wells will not properly vent methane resulting in the
10 build-up of methane below the impervious membrane.

11 236. It is alleged on information and belief that Essex failed to implement and/or
12 maintain a continuous methane monitoring system with data sensors both within the buildings,
13 below the impermeable membrane and between the impermeable membrane and lowest
14 floor/basement slab.

15 237. Plaintiffs allege, on information and belief, that a continuous monitoring Methane
16 Mitigation System was never installed and/or properly maintained.

17 238. It is further alleged on information and belief that such data, if it was ever
18 available, is not accessible via a secure internet connection by the Los Angeles Fire Department,
19 the Department of Building and Safety, and/or the building owner as required by the Methane
20 Mitigation Program.

21 239. The lack of implementation of a continuous monitoring system has resulted in the
22 lack of data to determine whether there is a buildup of methane below the impervious membrane,
23 whether the impervious membrane has been breached, and whether dangerous concentrations of
24 methane are accumulating within the Property's buildings.

25 240. Since the methane alarms previously had been triggered more than once a month,
26 Plaintiffs allege that the impervious membrane has been breached, and methane (and other gases)
27 are entering the buildings. In recent time, alarms were constantly being triggered at the Property,
28 with alarms being triggered eight times in short span in 2023 (July 9, 10, 22, & 28, August 3

1 (2x), September 24, 2023 (2x)). It is further alleged that the alarms do not automatically notify
2 the Los Angeles Fire Department as required by the Methane Mitigation Program.

3 241. It is alleged on information and belief that Essex employees have repeatedly
4 “reset” and turned off the alarms, despite lacking qualifications to evaluate the potential dangers
5 of methane intrusion or fire risk.

6 242. Essex employees have informed tenants that the alarms that they have triggered
7 are malfunctioning or improperly triggered fire alarms, not methane alarms, resulting in tenants
8 that do not evacuate the buildings when the alarms are triggered.

9 243. The failure to inform tenants, and prospective tenants of the presence of methane
10 constitutes a fraudulent and/or unfair business practice under Business and Professions Code §
11 17200. But for the failure to inform tenants and prospective tenants of the presence of methane
12 and the significant deficiencies in the Methane Mitigation Systems, Plaintiffs and others would
13 not have rented at the Property or would have been vigilant to ensure that Essex complied with
14 all requirements of the Methane Mitigation Program.

15 244. The failure to comply with the Methane Mitigation Program constitutes a
16 fraudulent and/or unfair business practice under Business and Professions Code § 17200.

17 245. The failure to comply with the Methane Mitigation Program irreparably harms
18 Plaintiffs and other tenants, in that it places Plaintiffs in a dangerous situation, and creates
19 significant fear and anxiety in Plaintiffs.

20 246. Plaintiffs are entitled to injunctive relief ordering Defendants to immediately hire
21 a methane specialist to inspect the Methane Mitigation System, determine whether the
22 impermeable barrier has lost its integrity, make recommendations on how to repair or mitigate
23 the build-up of methane, and submit a report to the Los Angeles Fire Department and the
24 Department of Building and Safety on what is causing the activations of the methane alarms.

25 247. Plaintiffs are entitled to injunctive relief ordering Defendants to develop an
26 emergency response plan and evacuation plan, submit to the Los Angeles Fire Department and the
27 Department of Building and Safety for approval, and distribute such evacuation plan to residents
28 and tenants. If Defendants have an approved Emergency Response Plan and/or evacuation plan,

1 the Court should order such plan to be distributed to residents and tenants.

2 248. The failure to comply with the Methane Mitigation Program resulted in significant
3 unjust enrichment to Essex that profited in not repairing problems with its Methane Mitigation
4 System, including the duty to repair or mitigate the lack of integrity of the impervious methane
5 barrier.

6 249. Plaintiffs are entitled to disgorgement of profits in the form of restitution of their
7 rent for the applicable period.

8 250. Plaintiffs reserve the right to seek certification of this action for class action status,
9 based on the large community of residents and tenants (700 plus), who are all suffering similar
10 harms by the failure of Essex to comply with Los Angeles Municipal Code § 91.7104.3.8 and the
11 Methane Mitigation Program.

12 **FIFTEENTH CAUSE OF ACTION –**
13 **MEDICAL MONITORING**
14 **(Against All Defendants)**

15 251. Plaintiffs reallege and incorporate by reference the allegations made as if fully set
16 forth herein.

17 252. Defendants were fully aware of the danger of exposing residents and visitors to
18 methane and other hazards when they failed to properly design, construct, operate, maintain, inspect,
19 and manage its Methane Mitigation System.

20 253. As a proximate result of Defendants' acts and/or omissions, Plaintiffs experienced
21 significant exposure to methane gas and other toxic, carcinogenic substances at levels that are far
22 higher than normal. These toxic substances, including BTEX, hydrogen sulfide, and other VOCs are
23 dangerous and have been proven to cause cancer and other serious diseases and illnesses in humans.

24 254. As a proximate result of Defendants' acts and/or omissions, Plaintiffs have an
25 increased risk of developing a variety of be BTEX and VOC exposure-related illnesses including,
26 but not limited to eye and respiratory tract irritation, asthma, reduced lung function, bronchitis,
27 exacerbation of asthma, heart failure, all-cause mortality, premature death, respiratory morbidity, and
28 cancer. The increased risk of such illnesses, diseases, and/or cancer makes periodic diagnostic

1 medical examinations reasonably necessary.

2 255. This increased risk will warrant a reasonable physician to order monitoring. Early
3 diagnosis of these diseases has significant value for Plaintiffs because diagnosis will help monitor
4 and minimize harm therefrom.

5 256. Diagnostic and/or monitoring procedures exist that comport with contemporary
6 scientific principles and the standard of care and make possible early detection of potential injury to
7 Plaintiffs, which would not be possible without such diagnostic and/or monitoring procedures. The
8 proposed Court-supervised diagnostic and/or monitoring program includes, but is not limited to,
9 anatomical baseline exams and diagnostic exams. This program is necessary and includes more
10 monitoring than will be typically provided to Class Members to detect, prevent, and mitigate injury
11 that may occur if the treatment is delayed, and enable prompt treatment of the adverse consequences
12 of hazardous exposures to BTEX, hydrogen sulfide, and other VOCs at the Property.

13 257. As a result of toxic exposure to BTEX, hydrogen sulfide, and other VOCs at the
14 Property, the need for Plaintiffs' future monitoring is reasonably certain, and the monitoring is
15 reasonable.

16 258. By monitoring and testing Plaintiffs who are at increased risk of injury because of
17 toxic exposure to BTEX, hydrogen sulfide, and other VOCs at the Property, the risk of Plaintiffs and
18 suffering injury and disease may be significantly reduced, as the physicians of Plaintiffs will have
19 gained the information necessary to choose appropriate interventions and treatments.

20 259. A Court-supervised monitoring procedure is reasonably necessary according to
21 contemporary scientific principles to enable Plaintiffs to obtain early detection and diagnosis of the
22 potential injury and increased risk of injury as a result of toxic exposure to BTEX, hydrogen sulfide,
23 and other VOCs the Property.

24 260. Plaintiffs therefore seek an injunction creating a Court-supervised, Defendant-funded
25 medical monitoring regime for Plaintiffs, which will facilitate early diagnoses and adequate treatment
26 in the event a toxic exposure BTEX, hydrogen sulfide, and other VOC-related injury is discovered.

27 261. Accordingly, Defendants should be required to establish a Court-supervised and
28 Court-administered trust fund, in an amount to be determined, to pay for the medical monitoring for

1 protocol for all Plaintiffs, which includes, among other things: (1) a notice campaign to all Plaintiffs
2 informing them of the availability and necessity of the medical monitoring protocol and (2) a baseline
3 and diagnostic exam related to, including, but not limited to, BTEX, hydrogen sulfide, and other
4 VOC-related injury problems and/or carcinogenic and/or other toxic effects.

5 262. Defendants' negligent conduct has caused significantly increased risk, as described
6 above, that the law recognizes as an injury to legally protected rights, giving rise to claims for
7 injunctive/equitable relief. The distribution of damages to Plaintiffs without programmatic relief as
8 described above is inadequate, inefficient, and/or inferior to a judicial injunctive, declaratory, or
9 equitable degree, establishing and supervising class-wide medical monitoring services as described
10 and sought herein. Plaintiffs have no adequate remedy at law, in that monetary damages cannot
11 compensate them for the increased risks of disease or illness in relation to toxic exposure to BTEX,
12 hydrogen sulfide, and other VOCs at the Property.

13 263. Without a Court-supervised comprehensive medical monitoring fund as described
14 herein, Plaintiffs and Class Members will continue to face increased risks of injury without proper
15 diagnosis and opportunity for rehabilitation.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, for:

- 18 1. Preliminary and permanent injunctive relief ordering Defendants to comply with all
19 requirements of Los Angeles Municipal Code § 91.7104.3.8 and the Playa Vista
20 Methane Prevention, Detection and Monitoring Program, including all permit
21 requirements imposed by the Los Angeles Department of Building and Safety and
22 Los Angeles Fire Department;
 - 23 2. Preliminary and permanent injunctive relief ordering Defendants to make the
24 Fountain Park Apartments safe and habitable;
 - 25 3. General damages in an amount according to proof;
 - 26 4. Special damages in an amount according to proof;
 - 27 5. Pre-judgment interest at the legal rate of 10% per annum;
- 28

- 1 6. Exemplary damages in an amount sufficient to punish Defendants and serve as an
2 example;
3 7. Attorney's fees pursuant to statute and/or contract, including Code of Civil Procedure
4 section 1021.5 and Code of Civil Procedure § 1174.21;
5 8. Costs of suit herein; and,
6 9. Such other and further relief as the Court may deem just and proper.

7 **JURY TRIAL DEMANDED**

8 Plaintiffs hereby demand a trial by jury.

9
10 Dated: June 30, 2025

SINGLETON SCHREIBER, LLP

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12 By: 
13 Christopher R. Rodriguez

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15
16 LAW OFFICE OF TODD T. CARDIFF, APLC

17
18 By: 
19 Todd T. Cardiff, Esq.

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21 Attorneys for Plaintiffs
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