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ELECTRONICALLY FILED
Superior Court of California
County of Marin
09/02/2025

James M. Kim, Clerk of the Court
By: C. Ibarra, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN, UNLIMITED JURISDICTION

RITA PEREZ DE YAM; AURELIANO YAM
JIMENEZ; AURELIO YAM; RITA YAM;
SERGIO CRUZ; ADA ALFARO; VILMA
MONZON; EMMA MARTINEZ; ALFONSO
DIAZ; LIDIA RAMIREZ; VERONICA
HERNANDEZ; NELSON CELIS; YENY
HERNANDEZ; DIEGO CELIS; KEVIN
HERNANDEZ; JENNIFER VILLATORO;
BYRON GARCIA; ENRIQUE NORATO;
MARIA BARAJAS; FRANCISCO NORATO;
JESUS PORTILLO; ALEXANDER PADILLA
CRUZ; HEBER DUARTE; PATRICIA LUNA

Plaintiffs,

vs.

ROMAR COURT APARTMENTS, LLC;
LANDMARK REALTY, LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No.: CV0007384

COMPLAINT FOR DAMAGES

JURY TRIAL DEMANDED

COMES NOW, Plaintiffs, who allege as follows:

DEFENDANTS AND VENUE

1. Venue is proper because the acts and/or failures to act complained of herein occurred in, and the real property is located in the city of Novato and County of Marin, State of California.

2. Defendant Romar Court Apartments, LLC is a limited liability company formed in California, LLC File No. 200904510288, with its principal place of business located at 573 S Van Ness Ave, San Francisco, CA 94110 Upon information and belief, Plaintiffs allege Romar Court Apartments, LLC has an ownership interest in the Subject Property.

3. Defendant Landmark Realty, LLC is a limited liability company formed in California, LLC File No. 200310210064, with its principal place of business located at 573 S Van Ness Ave San Francisco, CA 94110. Upon information and belief, Defendant Landmark Realty, LLC is and was the property manager for the Subject Property, hereinafter "Defendant Landmark".

4. Plaintiffs by virtue of leasing a residential apartment in California, were tenants within the definition under state and local law.

5. Plaintiffs were the tenants of Defendant Owners as "landlord" and "tenant" are defined under California common law, under California Code of Civil Procedure section 1161 et seq., and under California Civil Code sections 1946.2, 1947.12, and 1980.

6. Plaintiffs, by virtue of leasing a residential apartment in California, qualify independently as a "person who hires a dwelling" (i.e. tenant) as defined by California Civil Code section 1940 and avail themselves of all rights, remedies and benefits contained therein.

7. Plaintiffs do not know the true names and/or capacities of Defendants sued herein as Does 1 through 50, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiffs will seek leave to amend this complaint to include the true names and capacities of these so named Doe Defendants when their true names and capacities are ascertained. Plaintiffs are informed and believe, and thereon allege, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged were proximately caused by those Defendants.

8. At all times mentioned herein, Plaintiffs are informed and believe and thereon allege that each

1 of the Defendants, including the Defendants sued as Does 1 through 50 herein, were acting within the
2 scope of their relationship with each other as the employer, employee, master, servant, and/or agent
3 of the other, and that all acts alleged herein were done within the scope of said relationship.

4 9. Plaintiffs also paid all rent due and owing during their tenancy of the Premises, and otherwise
5 fully complied with their obligation under their Agreements (except as excused or prevented by the
6 Defendant Owners and Defendant Landmark).

7 10. Pursuant to the Lease Agreement, Defendant Owners and Defendant Landmark, among other
8 things, expressly and impliedly warranted that the Property and Premises were and would remain
9 habitable and that they would maintain and repair the Property and Premises in such a manner as to
10 keep them both habitable and safe to occupy.

11 PLAINTIFFS

12 11. Plaintiffs as organized below by Unit are individuals over the age of 18 and were residents of
13 the city of Novato and county of Marin at all relevant times. Plaintiffs lived in residential apartment
14 units in 6 Romar Court, building 12, collectively called the "Subject Property." Each of the Units
15 were two-bedroom, one-bath units that were part of a multi-unit residential building. Venue is proper
16 in the County of Marin.

17 12. All Plaintiffs suffered from substantial habitability defects in their Units, which caused them
18 to have damages including, but not limited to, a reduction in services, personal property damage,
19 personal injuries from the conditions of their Unit, and the future loss of use an eviction-controlled
20 and rent-controlled apartment, as described further herein.

21 13. **Unit 1:** In or around 1995, Franciso Norato and Maria Barajas, a married couple, moved into
22 Unit 1 pursuant to a written lease agreement. Their son, Enrique Norato, was born during their
23 tenancy and resided there with them.

24 14. **Unit 3:** In or around 2016, Vilma Monzon moved into Unit 3 pursuant to a written lease
25 agreement. In or around 2021, Emma Martinez moved into Unit 3 and was added to the lease.

26 15. **Unit 4:** In or around 2020, Sergio Cruz and Ada Alforo moved into Unit 4 pursuant to a
27 written lease agreement.
28

16. **Unit 5:** In or around 2007, Alfonso Diaz and Lidia Ramirez, a married couple, moved into Unit 5 pursuant to a written lease agreement. In or around July 2024, Mr. Diaz and his wife were forced to fully vacate the Premises because of the uninhabitable conditions in the Premises.

17. **Unit 6:** In or around 2016, Veronica Hernandez and Nelson Celis moved into Unit 6 pursuant to a written lease agreement. Yeny Hernandez, Diego Celis, and Kevin Hernandez subsequently joined as occupants at Unit 6.

18. **Unit 7:** In or around 2015, Byron Garcia and Jennifer Villatoro, a married couple, moved into Unit 7 at the Subject Property, pursuant to a written lease agreement.

19. **Unit 9:** In or around 2023, Heber Duarte and Patricia Luna moved into Unit 9 pursuant to a written lease agreement.

20. **Unit 10:** In or around June 2008, Rita Perez de Yam, Aurelio Yam Jimenez (a married couple), and children Rita Yam, and Aurelio Yam, moved into Unit 10 pursuant to a written lease agreement. The initial rent was \$1,375.00 per month. After some annual increases, their final rent was \$2,610.00 per month.

21. **Unit 11:** In or around 2010, Jesus Portillo moved into Unit 11 pursuant to a written lease agreement. In or around 2013, Alexander Padilla Cruz moved into Unit 11 and was added to the lease.

22. Plaintiffs signed new leases each year. Representative leases for Plaintiffs who have them in their possession are collectively attached as **Exhibit A**.

STATEMENT OF FACTS

23. The Subject Property is a multi-unit residential building owned by Defendant Owners.

24. Pursuant to the lease agreements with each Plaintiff, Defendants, among other things, expressly and impliedly warranted that the Subject Property and each Unit therein were and would remain habitable and that they would maintain and repair the Subject Property and each unit therein in such a manner as to keep them both habitable and safe to occupy.

25. Throughout their tenancy, Defendants failed to make the necessary repairs and each Unit became uninhabitable. Defendants failed to meaningfully respond to Plaintiffs' complaints regarding substantial habitability defects and safety concerns, including but not limited to the following:

- a) Water intrusion;
- b) Excessive moisture and humidity;
- c) Mold and microbial growth;
- d) Faulty plumbing;
- e) Outdated, broken and malfunctioning appliances;
- f) Rodents and vermin infestation

26. Plaintiffs made numerous complaints to Defendants about the uninhabitable conditions and dangerous conditions at the Subject Property as well as inside individual Units. Defendants either ignored the requests or made insufficient repairs to address the issues. Plaintiffs suffered personal injuries from the condition of the Subject Property as well as the individual Units.

27. On April 23, 2025, the City of Novato determined that the conditions and violations in building 12 at 6 Romar Court were so extensive and issued a formal Notice and Order to vacate the building. **Red Tag, Exhibit B.** The city identified multiple hazardous and substandard conditions, including but not limited to:

- a) General dilapidation or improper maintenance;
- b) Deteriorated or inadequate foundations;
- c) Defective or deteriorated flooring or floor supports;
- d) Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety;
- e) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations, or floors.

FIRST CAUSE OF ACTION

(Constructive Eviction Against all Defendants and Does 1-20)

28. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

29. Due to the above-stated acts or omissions of Defendant Owners and Defendant Landmark, and the uninhabitable conditions of the Premises, which rendered the Premises unfit for use as a residence, Plaintiffs were forced out of their home.

1 30. Plaintiffs were forced from the Premises by Defendant Owners' and Defendant Landmark's
2 failures to make the necessary and requested actions to repair and allow Plaintiffs to return.

3 31. As a proximate result of the Defendant Owners' and Defendant Landmark's acts of
4 constructive eviction as herein alleged, Plaintiffs have suffered special and general damages
5 in an amount to be proven at trial.

6 **SECOND CAUSE OF ACTION**

7 **(Breach of the Implied Warranty of Habitability Against all Defendants and Does 1-20)**

8 32. Plaintiffs re-allege and incorporates all prior allegations above as though fully set forth herein.

9 33. At all relevant times herein, defective living conditions have existed, and continue to exist, at
10 the respective Subject Premises. These defective conditions include, but are not limited to:

- 11 a. Failing to provide a habitable dwelling free from defect during Plaintiff's tenancy and
12 continuing until Plaintiff vacated;
- 13 b. Continuously failing to maintain and repair severe habitability violations in the Premises
14 which rendered the respective Premises substandard and untenable;
- 15 c. Failing to maintain and repair the Premises in habitable conditions,

16 34. The defective conditions violations of state and local housing laws and pose severe health
17 and safety hazards. The defective conditions materially affected Plaintiffs' living conditions
18 and health.

19 35. Defendant Owner and Defendant Landmark had actual and constructive notice of each of
20 the defective conditions described above at all relevant times herein. Despite such notice,
21 they have failed thus far to take the steps necessary to repair said conditions at all times
22 relevant herein.

23 36. Plaintiffs paid Defendant Owner and Defendant Landmark monthly rent during the time
24 they occupied Units at the Subject Property.

25 37. Plaintiffs did nothing to cause, create or contribute to the existence of the defective
26 conditions stated above.

27 38. By Defendant Owner's and Defendant Landmark's breach of the warranty of habitability,
28 they breached a duty imposed on all residential landlords by state and local law. In failing to

1 repair the defective conditions detailed above, Defendant Owners and Defendant Landmark
2 acted unreasonably.

- 3 39. As a direct and proximate result of Defendant Owner's and Defendant Landmark's breach,
4 Plaintiffs suffered, and continue to suffer, pain, anxiety, annoyance, inconvenience, distress,
5 economic loss, loss of use and property damage, all to their detriment in amounts to be
6 determined at trial.

7 **THIRD CAUSE OF ACTION**

8 **(Breach of Statutory Warranty of Habitability Against all Defendants and Does 1-20)**

- 9 40. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

- 10 41. Defendant Owner and Defendant Landmark have violated statutes, including, among others,
11 Civil Code §1941, *et seq.*, and Health & Safety Code §17920.3 related to the implied
12 warranty of habitability.

- 13 42. Plaintiffs repeatedly notified Defendant Owner and Defendant Landmark, both orally and in
14 writing, of the habitability issues. Defendants have failed and/or refused to repair these
15 dangerous and defective conditions within a reasonable time, or at all. Accordingly,
16 Plaintiffs are informed and believe, and thereupon allege, that the Defendants had actual
17 and/or constructive notice of each of the defective conditions described above at all relevant
18 times herein. Despite such notice, Defendants failed to take the steps necessary to repair
19 said conditions at all times relevant herein.

- 20 43. Plaintiffs paid Defendant Owner and Defendant Landmark rent during the time they
21 occupied the Premises.

- 22 44. Plaintiffs did nothing to cause, create or contribute to the existence of the defective
23 conditions stated above. Further, the Units at the Subject Property, as it existed in its
24 defective and dangerous condition, had no rental value whatsoever as a result of its
25 defective and dangerous conditions.

- 26 45. As a direct and proximate result of Defendant Owner's and Defendant Landmark's breach
27 of the statutory warranty of habitability and their failure to repair the defective and
28 dangerous conditions or have them repaired within a reasonable time or at all, Plaintiffs

suffered, and continue to suffer, pain, anxiety, annoyance, inconvenience, distress, economic loss, loss of use and property damage, all to their detriment in amounts to be determined at trial.

FOURTH CAUSE OF ACTION

(Nuisance Against all Defendants and Does 1-20)

46. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

47. Plaintiffs, by virtue of their rental of the Premises and the Agreement, had and continue to have, at all relevant times, a property interest in the Premises. Defendant Owner's and Defendant Landmark's conduct in creating and maintaining a nuisance premises in the manner described herein, was injurious to Plaintiffs' health, offensive to Plaintiffs' senses, and interfered with their comfortable enjoyment of life, personal property, and their interest in the Units at the Subject Property.

48. Defendant Owner and Defendant Landmark created and maintained the deficient conditions in the property by failing to correct or repair defective conditions. Defendants' conduct in maintaining the Premises and Property in a hazardous, unhealthy and offensive state was grossly negligent and Defendants should have known that repairs would be required to maintain the habitability of the Premises.

49. As a direct, legal and foreseeable result of the conduct of Defendant Owner and Defendant Landmark, as set forth above, Plaintiffs suffered special and general damages in amounts to be determined at trial.

50. Defendant Owner's and Defendant Landmark's conduct, as set forth herein, was grossly negligent and through reasonable and necessary inspections it would have been readily apparent that the injury, discomfort, and annoyance would unavoidably result to Plaintiffs.

FIFTH CAUSE OF ACTION

(Breach of Covenant of Quiet Enjoyment Against all Defendants and Does 1-20)

51. Plaintiffs re-allege and incorporate herein all prior allegations as though fully set forth herein.

- 1 52. By the acts and omissions described above, Defendant Owner and Defendant Landmark
2 interfered with, interrupted, and deprived Plaintiffs of the full and beneficial use of the
3 Premises and disturbed Plaintiffs' peaceful possession of the Premises.
- 4 53. These acts of interference, interruption, deprivation, and disturbance by Defendant Owner
5 and Defendant Landmark amount to a breach of the covenant of quiet enjoyment implied in
6 all rental agreements and codified in California Civil Code §1927.
- 7 54. As a direct and proximate result thereof, Plaintiffs have suffered, and continue to suffer,
8 pain, discomfort, annoyance, inconvenience, anxiety, economic loss, loss of use, and mental
9 anguish, all to their detriment in amounts to be determined at trial.

10 **SIXTH CAUSE OF ACTION**

11 **(Negligence Against all Defendants and Does 1-20)**

- 12 55. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.
- 13 56. By reason of the Agreement and the landlord-tenant relationship between Defendant Owner,
14 Defendant Landmark, and Plaintiffs, they owed Plaintiffs a duty to exercise reasonable care
15 in the ownership, management, inspection, and control of the Units and the Subject
16 Property, which included a statutory duty to comply with all applicable laws governing
17 Plaintiffs' rights as a tenant and all duties listed below. Defendant Owner and Defendant
18 Landmark also owed a duty to exercise reasonable care in maintaining the Property and the
19 Premises free of defects and/or hazards and in inspecting the Property and Premises for
20 same, so as to preclude any person, including Plaintiffs, from unreasonable risk of harm.
21 Defendants also owed a duty to warn Plaintiffs of any potential and non-obvious hazards.
- 22 57. The duty to exercise reasonable care owed by Defendant Owner and Defendant Landmark
23 to Plaintiffs also included, but was not limited to the following duties: the duty to provide
24 Plaintiffs with legal, tenantable housing, fit for human occupancy; the duty to refrain from
25 interfering with Plaintiffs' full use and quiet enjoyment of the rented residence; and the duty
26 to comply with all applicable state and local laws governing Plaintiffs' rights as tenants.
- 27 58. All Defendants by the acts and omissions alleged herein, were negligent and careless and
28 thereby breached said duties. Defendants breached their duties to Plaintiffs by failing to

1 timely repair the Property and Premises properly, to maintain the Property and Premises free
2 of defects and hazards, and to warn Plaintiffs of the potentially hazardous nature of the
3 conditions found at the Property and Premises.

4 59. As a direct and proximate result of these breaches of these duties by all Defendants,
5 Plaintiffs suffered actual and special damages in amounts to be determined at trial.

6 **SEVENTH CAUSE OF ACTION**

7 **(Negligent Violation of Statutory Duty Against all Defendants and Does 1-20)**

8 60. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

9 61. Defendant Owner and Defendant Landmark violated their duty of due care to Plaintiffs and
10 violated their statutory duties to Plaintiffs by violating certain housing, building and fire
11 codes, local ordinances, and state statutes, including but not limited to: Civil Code § 1941.1
12 (a) (1), (2), (3) (7), and Health & Safety Code § 17920.3, et seq.

13 62. At all times relevant, Plaintiffs belonged to the class of persons for which these statutes
14 were designed to offer protection. The harm that has befallen Plaintiffs is of the type these
15 statutes were designed to prevent.

16 63. As a proximate result of Defendants' negligent violation of statutory duty, as set forth
17 above, Plaintiffs has suffered actual, special and general damages in amounts to be
18 determined at trial.

19 **EIGHTH CAUSE OF ACTION**

20 **(Breach of Contract Against all Defendants and Does 1-20)**

21 64. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

22 65. Defendant Owner and Defendant Landmark failed and continue to fail to perform the terms
23 and conditions of the written Agreement by which they are bound. Defendants breached the
24 Agreement by, among other things, failing to provide a habitable and safe living
25 environment; failing to maintain and repair the Premises; preventing quiet enjoyment by
26 Plaintiffs of the Premises; failing to provide a comparable rental unit; failing to pay for
27 property damage to Plaintiffs' belongings; and breaching numerous Agreement provisions.
28

1 66. Plaintiffs performed all duties, conditions and obligations that were required of them
2 pursuant to the terms of the Agreement. The breaches of the Agreement by Defendant
3 Owners and Defendant Landmark herein alleged are the direct and proximate cause of
4 damages to Plaintiffs in amounts to be determined at trial.

5 **NINTH CAUSE OF ACTION**

6 **(Violation of the California Tenant Protection Act, Against all Defendants and Does 1-20)**

7 67. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

8 68. Upon information and belief, Plaintiff alleges that the Subject Property is a multi-unit
9 building that was built more than fifteen years ago, and is therefore subject to the
10 restrictions of the California Tenant Protection Act ("TPA"), Cal. Civ. Code §§1946.2,
11 1947.12, et seq.

12 69. All of the Plaintiffs in the Units are subject to the protections of the TPA, including eviction
13 control and rent control, as all of the tenant Plaintiffs have either continuously and lawfully
14 occupied their Units at the Subject Property for more than 12 months, or one or more tenant
15 Plaintiffs in the Units continuously and lawfully occupied it for 24 months or more.

16 70. Defendants had notice about needed repairs from tenants, from the City of Novato, and from
17 constructive notice that would be apparent from any basic inspection, By failing to perform
18 the needed repairs, Defendant Owner and Defendant Landmark attempted to recover
19 possession of a rental unit in material violation of the TPA, which renders them liable for
20 actual damages and attorney fees and costs.

21 71. Defendant Owner and Defendant Landmark improperly issued rent increases in violation of
22 the TPA.

23 72. Defendant Owners and Defendant Landmark acted willfully and or with oppression, fraud,
24 or malice towards Plaintiffs, which makes them liable for three times the actual damages, as
25 well as punitive damages.

26 73. As a direct and proximate result of these breaches of these duties by all Defendants,
27 Plaintiffs suffered actual and special damages in amounts to be determined at trial.
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2 **(Collection of Rent for Untenantable Dwelling, Civil Code § 1941 and 1942,4, Against all**
3 **Defendants and Does 1-20)**

5 || 74. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

6 75. At all times relevant herein, the respective Units substantially lacked the affirmative standard characteristics listed in Civil Code section 1941.1.

8 76. The conditions described above were not caused by acts or omissions of Plaintiffs in violation of Civil Code sections 1929 or 1941.2.

77. The City of Novato issued notices of violation for the property, which were outstanding and unresolved until the end of Plaintiffs' tenancies.

78. Defendants continued to demand and collect rent despite the existence of the conditions described above, thereby violating Civil Code section 1942.4. As a direct and proximate result thereof, Plaintiffs have suffered and continue to suffer actual and statutory damages, all to their detriment in an amount to be determined at trial.

5 **WHEREFORE**, Plaintiffs pray for judgment as follows:

1. For general damages according to proof;
2. For special damages according to proof;
3. For attorneys fees allowed by law and by contract;
4. For the costs of suit;
5. For statutory damages;
6. For pre-judgment interest;
7. For treble damages;
8. For punitive damages;
9. For such other and further relief as the Court deems just and proper.

1 Dared : 8/29/25

GRANAHAN LAW, P.C.

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3 By: /s/ Conor Granahan

4 Attorney for Plaintiffs