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Attorney for Plaintiff (SAMPLE)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Case No.: SAMPLE-DEMO-0000

JORDAN RIVERA, an individual,

Plaintiff,

v.

MERIDIAN RESIDENTIAL PARTNERS, LLC;

and DOES 1 through 20, inclusive,

Defendants.

UNLIMITED CIVIL CASE

COMPLAINT FOR DAMAGES:

1. Breach of the Implied Warranty of

Habitability

2. Violation of Civil Code section 1942.4

3. Violation of the Unfair Competition

Law (Bus. & Prof. Code section 17200)

DEMAND FOR JURY TRIAL

Plaintiff JORDAN RIVERA ("Plaintiff") alleges against Defendant MERIDIAN RESIDENTIAL PARTNERS, LLC, and DOES 1 through 20 (collectively "Defendants"), as follows:

THE PARTIES

1. Plaintiff is, and at all relevant times was, an individual residing in the County of Los Angeles, State of California, and a tenant of the residential dwelling located at 1450 Sample Avenue, Unit 3, Los

1 Angeles, California (the "Premises").

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3 2. Plaintiff is informed and believes, and on that basis alleges, that Defendant MERIDIAN
4 RESIDENTIAL PARTNERS, LLC is a California limited liability company that owned, operated,
5 managed, and controlled the Premises at all relevant times.

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7 3. The true names and capacities of Defendants sued as DOES 1 through 20 are unknown to Plaintiff,
8 who will amend this Complaint to allege their true names and capacities when ascertained.

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10 **JURISDICTION AND VENUE**

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12 4. This Court has jurisdiction over this action because the amount in controversy exceeds the
13 jurisdictional minimum of this Court and no federal question is presented. Venue is proper in this
14 County because the Premises are located here and the acts and omissions alleged occurred here.

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16 **GENERAL ALLEGATIONS**

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18 5. Plaintiff entered into a written residential lease for the Premises and at all times performed all
19 obligations required of Plaintiff under the lease.

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21 6. Beginning on or about January 5, 2026, and continuing thereafter, the Premises suffered from
22 conditions rendering them untenable, including a persistent plumbing leak, the resulting growth of
23 visible mold in the bathroom and bedroom, and a non-functioning heating system.

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25 7. On or about January 8, 2026, Plaintiff gave Defendants written notice of each of the conditions
26 described above and a reasonable opportunity to repair them.

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28 8. Defendants failed to repair the conditions within a reasonable time, and the conditions persisted for

1 more than 35 days after Plaintiff's written notice.

2
3 9. As a direct and proximate result of Defendants' failure to repair, Plaintiff suffered damages,
4 including the diminished value of the tenancy, out-of-pocket expense, and discomfort and annoyance,
5 in an amount to be proven at trial.

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7 **FIRST CAUSE OF ACTION (Breach of the Implied Warranty of Habitability - Against All**
8 **Defendants)**

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10 10. Plaintiff incorporates paragraphs 1 through 9 as though fully set forth herein.

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12 11. Every residential lease in California contains an implied warranty that the premises are fit for
13 human occupancy and will remain so throughout the tenancy.

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15 12. Defendants breached that warranty by failing to maintain the Premises in a habitable condition and
16 by failing to repair the untenable conditions described above within a reasonable time after notice.

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18 13. As a direct and proximate result, Plaintiff has been damaged in an amount to be proven at trial.

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20 **SECOND CAUSE OF ACTION (Violation of Civil Code section 1942.4 - Against All Defendants)**

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22 14. Plaintiff incorporates paragraphs 1 through 13 as though fully set forth herein.

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24 15. Defendants demanded and collected rent for the Premises while the Premises contained conditions
25 that rendered them untenable, after Defendants had notice of those conditions and a reasonable
26 opportunity to repair, and after the conditions had existed for more than 35 days, in violation of Civil
27 Code section 1942.4.

16. Plaintiff is entitled to the statutory remedies provided by Civil Code section 1942.4, subdivision (b), including actual damages, a statutory penalty, and reasonable attorney's fees and costs.

THIRD CAUSE OF ACTION (Violation of the Unfair Competition Law, Bus. & Prof. Code section 17200 - Against All Defendants)

17. Plaintiff incorporates paragraphs 1 through 16 as though fully set forth herein.

18. Defendants' collection of rent for untenable premises, in violation of Civil Code section 1942.4, constitutes an unlawful business practice within the meaning of Business and Professions Code section 17200.

19. As a result of Defendants' unlawful business practice, Plaintiff has suffered injury in fact and lost money or property, and is entitled to restitution and injunctive relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For actual and compensatory damages according to proof;
2. For the statutory penalty authorized by Civil Code section 1942.4;
3. For restitution and injunctive relief under Business and Professions Code section 17200;
4. For reasonable attorney's fees and costs of suit; and
5. For such other and further relief as the Court deems just and proper.

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2 Plaintiff hereby demands a trial by jury.

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4 Dated: June 5, 2026

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6 /S/ J. Riley Morgan J. RILEY MORGAN Attorney for Plaintiff JORDAN RIVERA [SAMPLE
7 DOCUMENT - rendered by Compass Outlaw on fictional facts for demonstration. Not a real filing.]
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