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Superior Court of California
County of Los Angeles

NOV 13 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By: Jenny Tang, Deputy

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

IVY LIZETTE EWELL ELDRIDGE, an
individual,

Plaintiff,

vs.

THE WALT DISNEY COMPANY, a Delaware
Corporation; WALT DISNEY PARKS AND
RESORTS U.S., INC., a Florida Corporation,
individually and d/b/a THE DISNEYLAND
HOTEL; and Does 1-20, inclusive,

Defendants

Case No.: 18STCV04665

COMPLAINT FOR DAMAGES:

1. Breach of Implied Warranty of Habitability
2. Battery
3. Negligence - Premises Liability/Failure to Warn
4. Nuisance
5. Intentional Infliction of Emotional Distress
6. Negligent Infliction of Emotional Distress
7. Breach of Contract
8. Breach of Covenant of Quiet Enjoyment
9. Fraudulent Concealment

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NATURE OF CASE

1. In this action, Plaintiff IVY LIZETTE EWELL ELDRIDGE, (hereinafter referred to as "IVY" or "Plaintiff") seeks equitable relief, monetary and punitive damages against Defendants, THE WALT DISNEY COMPANY, a Delaware Corporation; WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida Corporation, individually and d/b/a THE DISNEYLAND HOTEL; and Does 1-20, inclusive, (hereinafter referred to individually as "WALT DISNEY COMPANY", "WALT DISNEY PARKS AND RESORTS U.S., d/b/a DISNEYLAND HOTEL" individually and collectively as "Defendants").

2. Plaintiff seeks damages from Defendants for their wanton failure to properly maintain, control or repair Plaintiff's rented hotel room The Disneyland Hotel, Room No. 2692, located at 1150 West Magic Way, Anaheim, CA 92802 (hereinafter "Subject Property" or "Premises"). This case involves claims of a bed bug infestation in a hotel.

3. This lawsuit concerns the uninhabitable conditions of a hotel complex, consisting of multiple units, owned, managed, operated and maintained by the Defendants as well as other hotels. As a result of Defendants' failure to repair and maintain the Subject Property, in a reasonable safe condition, in that they failed to properly maintain pest control on the property, Plaintiff endured slum-type conditions resulting in financial loss, personal injury and emotional distress.

4. As a result of Defendants' failure to properly maintain the Premises, Plaintiff was forced to endure filthy infestations of bed bugs. Defendants failed to disclose, inspect or warn Plaintiff of the presence of these filthy infestations at the premises before she rented a room in the Premises even though Defendants had actual and constructive notice of the infestations. Moreover, Defendants, by and through their agents, employees and managers,

1 intentionally concealed the bed bug infestation from Plaintiff in order to induce her into
2 renting the hotel room.

3 5. Defendants' failure to maintain the rooms in a decent, safe and habitable
4 condition have harmed Plaintiff, who now seeks damages for the injuries to which
5 Defendants have subjected her.

6
7 6. As a direct and proximate result of Defendants' failure to maintain the Premises
8 in a safe, habitable condition, Plaintiff suffered emotional and physical injuries, including but
9 not limited to:

- 10 a) Severe skin rash and personal injuries over the entirety of the body caused
11 by bed bugs;
12
13 b) Property damage to clothing and personal belongings, as a result of bed bug
14 infestation; and
15
16 c) Emotional distress from insect bites, sleeplessness, inconvenience,
17 humiliation, grief, anxiety and other symptoms.

18 7. Plaintiff endured inconveniences and incurred out-of-pocket expenses to repair
19 or remediate the Premises. Furthermore, Plaintiff suffered property damage and emotional
20 distress, mental anguish as well as physical injuries due to these conditions described more
21 fully below.

22
23 **PARTIES**

24 8. Plaintiff stayed at the Subject Property under terms of hotel rental agreement
25 with, and fraudulently obtained by, Defendants. Had Plaintiff known of the true facts that
26 the Subject Property was infested with bed bugs, she would not have stayed at the Premises.
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1 9. Plaintiff IVY is, and at all relevant times herein was, an individual over the age
2 of eighteen (18) years who was a guest at Defendants hotel, DISNEYLAND HOTEL, in the
3 State of California, and a party to the Disneyland Hotel rental agreement. Ivy stayed in room
4 #2692 on or about April 9, 2018

5 10. Plaintiff entered into an agreement for her stay at the Subject Property.

6 11. At all times herein relevant, Plaintiff fulfilled all obligations under the
7 aforementioned agreement and acted with reasonable care in trying to maintain and upkeep
8 the hotel room in a livable condition.
9

10 12. Plaintiff is informed and believes that Defendants, "WALT DISNEY
11 COMPANY" is a business entity organized as a Delaware corporation, doing business in the
12 County of Los Angeles, and the legal owner of the Premises, with its executive managerial
13 offices located at 500 S. Buena Vista St., Burbank, CA 91521. Defendant WALT DISNEY
14 COMPANY has designated Marsha L. Reed as its agent for service of process located at 500
15 S. Buena Vista St., Burbank, CA 91521.
16

17 13. "WALT DISNEY PARKS AND RESORTS U.S." owns, operates, and is doing
18 business as "DISNEYLAND HOTEL", is a business entity organized as a Florida
19 corporation, doing business in the County of Los Angeles, and the legal owner of the
20 Premises, with its principal place of business located at 1375 Buena Vista Drive, 4th Floor
21 North Lake Buena Vista, FL 32830. Defendant WALT DISNEY PARKS AND RESORTS
22 U.S. d/b/a DISNEYLAND HOTEL, maintains executive managerial offices located at 500 S.
23 Buena Vista St., Burbank, CA 91521. WALT DISNEY PARKS AND RESORTS U.S. has
24 designated Marsha L. Reed as its agent for service of process located at 500 S. Buena Vista
25 Street, Burbank, CA 91521.
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1 14. At all times mentioned herein, Plaintiff is informed, believes and thereon alleges
2 that Defendant, WALT DISNEY PARKS AND RESORTS U.S., owns, operates and is doing
3 business as DISNEYLAND HOTEL” located at 1150 W. Magic Way, Anaheim, CA 92802.

4 15. Plaintiff is informed and believes and thereon alleges that at all times herein the
5

6 16. named Defendants and Does 1-20 have acted in concert in their capacities as
7 owners, lessors, and/or managers of the Subject Property to violate Plaintiff’s rights in order
8 to maximize its profits by keeping the Subject Property fully rented, even with the
9 knowledge of the bed bug infestations.

10 17. Plaintiff is ignorant of the true names and capacities, whether individual,
11 partnership, corporate, or otherwise, of Defendant sued as DOES 1-20, inclusive, and
12 therefore, sues these Defendant by fictitious names. Plaintiff will seek leave of Court to
13 amend this Complaint to allege the true names and capacities of these DOE Defendants when
14 ascertained.
15

16 18. Plaintiff is informed and believes and thereon alleges that each of the fictitiously
17 named Defendants was, in some manner, responsible for the occurrences herein alleged and
18 the damages suffered by Plaintiff, as alleged, were proximately caused by their conduct.
19

20 19. Plaintiff is informed and believes and thereon alleges that each Defendants was,
21 and is, the agent, servant, employee, partner, alter ego, and/or joint venturer of each other
22 Defendants, and that in doing the things alleged herein, each was acting in the scope of such
23 agency, employment, partnership, and/or joint venture, and was acting as the alter ego of
24 each other Defendants. At all times mentioned herein, DOES 1-20, and each of them were
25 the shareholders, directors and/or officers, and alter egos of Defendants, and in doing the
26 things herein described were acting within the scope of their authority as such shareholders,
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1 directors and/or officers, and alter egos, and that the Court award judgment to Plaintiff as
2 against such or all Defendants, either jointly or separately, as may be found liable.

3 20. There exists, and at all times herein mentioned there existed, a unity of interest
4 and ownership between named Defendants and Does 1-20, inclusive, such that any
5 individuality and separateness between Defendants, is the alter ego of each other, and was, a
6 mere shell and sham without capital, assets or stock.
7

8 21. Adherence to the fiction of the separate existence of named Defendants and Does
9 1-20, inclusive, as an entity distinct from each other would permit an abuse of the corporate
10 privilege and would sanction fraud and promote injustice for the reasons set forth in the
11 herein Complaint.
12

13 22. Plaintiff reserves the right to amend this Complaint to make further allegations
14 regarding alter ego when facts are determined in the course of discovery.
15

16 **JURISDICTION AND VENUE**

17 23. This Court have jurisdiction over all causes of action asserted here pursuant to
18 the California Constitution, Article VI, § 10.

19 24. This Court have personal jurisdiction over each named Defendants herein
20 because each Defendants resides and/or does business in the State of California and/or have
21 its principal place of business within the jurisdiction of this Court.
22

23 25. Venue is proper in this Court because Defendants maintain managerial executive
24 offices within the County of Los Angeles.

25 26. This Court have jurisdiction and venue over this matter by virtue of the
26 allegations alleged herein to the effect that the parties reside in and are citizens of the State of
27 California.
28

1 27. This Court has unlimited jurisdiction over the parties named in this Complaint as
2 the amount in controversy exceeds \$25,000. Defendants are subject to the personal
3 jurisdiction of this Court.

4
5 **GENERAL ALLEGATIONS**

6 28. Defendants are, and at all times herein relevant were, the owner(s) of record,
7 and/or the manager(s) responsible to maintain, repair and upkeep the Subject Property in a
8 lawful, safe, habitable condition.

9 29. On or about April 9, 2018, Plaintiff entered into an agreement with Defendants
10 to stay as a guest at the Subject Property.

11 30. Plaintiff noticed the bed bug infestation while staying as a guest at the subject
12 property.

13 31. Plaintiff suffered physically and mentally from the bed bug infestation.

14 32. Plaintiff reported these findings to management of Defendants.

15 33. Due to Defendants' failure to remedy the bedbug infestation, Plaintiff suffered
16 physical and mental anguish. Plaintiff is informed and believes that Defendants were aware
17 of bed bug complaints prior to Plaintiff's arrival at the premises. By failing to eradicate this
18 bedbug infestation, Defendants violated Health and Safety Code (H.&S.C.) § 17920.3(a)12 -
19 Infestation of insects.]
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23 **UNINHABITABLE CONDITIONS - INSECT INFESTATION**

24 34. Defendants were required to put and maintain the Premises in condition suitable
25 for occupation by human beings and also to repair subsequent dilapidations that rendered the
26 Premises habitable under Civil Code §1941.
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1 35. On and/or around April 9, 2018, Defendants became aware of various problems
2 with their Premises, including infestation of bugs including bed bugs, as well as the overall
3 dilapidated conditions of the hotel and its surroundings.

4 36. The bed bugs latched onto the Plaintiff while she slept, sucked her blood until
5 they were gorged, and resisted eradication. Plaintiff suffered from numerous bites, which
6 caused pain, discomfort, annoyance sleeplessness, inconvenience, humiliation, anxiety and
7 emotional distress.
8

9 37. At all times, the Premises were to be kept in a habitable condition by the
10 Defendants, and that Defendants' failure and refusal to maintain and keep said Premises in
11 habitable condition was and is a material breach of the rental agreement. The presence of
12 harmful organisms, like bed bugs, and other harmful matter caused Plaintiff to become ill.
13 Despite actual knowledge by the Defendants of these conditions, they took inadequate
14 actions, if any, to correct the horrible conditions that Plaintiff was forced to endure.
15

16 38. Plaintiff is informed and believes and thereon alleges that the bed bug
17 infestations were caused by Defendants' failure to regularly inspect and maintain the rooms
18 and common areas of the Subject Property with reasonable care, including proper infestation
19 treatment.
20

21 39. Defendants breached their required duty to keep the premises safe and in proper
22 repair by allowing, permitting and causing the premises to be unsafe, and rendered the
23 subject property uninhabitable by failing to failing to properly maintain pest control on the
24 property.
25

26 40. The Defendants, and each of them, are experienced managers of hotel property
27 and are aware that absent appropriate maintenance and professional pest control, serious
28

1 habitability violations will develop that would seriously and materially affect the Plaintiff's
2 quiet and peaceful enjoyment of the Premises.

3 41. Defendants failed to maintain the premises in a reasonable safe condition, in that
4 they failed to properly maintain pest control on the property, and knew or reasonably should
5 have known that failing to properly maintain pest control on the property was inadequate in
6 ensuring Plaintiff's health wellness and habitability on the property.
7

8 42. Plaintiff has been suffering ongoing medical problems because of the
9 uninhabitable conditions of his hotel room. Plaintiff suffered no such health complaints prior
10 to staying at the Premises. Plaintiff has sought medical treatment, and incurred medical
11 expenses, as a result of the illnesses related to the unhealthy condition of the Premises.
12

13 43. As a result of the breach of duty all of the Defendants owed to the Plaintiff, the
14 Plaintiff sustained serious illness and injuries as a result of infestation of bed bugs and
15 otherwise injured herself on the property of the Defendants on the above referenced date
16 which injuries and illnesses were directly and proximately caused by the negligence and
17 breach of duty of the Defendants. Plaintiff has sustained injuries and health problems caused
18 or exacerbated by the conditions. As a consequence of the conditions and the physical
19 injuries caused by the conditions, Plaintiff has also sustained mental suffering, frustration
20 and anxiety.
21

22 44. As a result of the breach of duty all of the Defendants owed to the Plaintiff, the
23 Plaintiff sustained loss of income and financial injuries as a result of the infestation of
24 bedbugs and this loss of income and financial injury was directly and proximately caused by
25 the negligence and breach of duty of the Defendants.
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28 **STATUTORY VIOLATIONS**

1 45. During Plaintiff's stay, the Subject Property was unsafe, unsanitary, unhealthy,
2 uninhabitable, in a state of disrepair, and in violation of building, health and safety laws.
3 Relevant laws, set forth more fully below, that Defendants violated include, among others,
4 the habitability laws and standards contained in the California Civil Code, and the California
5 Health and Safety Code due to infestations by bed bugs.

6
7 46. Due to the presence of bed bugs, the Premises rented by Plaintiff were unfit for
8 human occupation in that it substantially failed to comport with applicable building and
9 housing code standards that materially affect the guests' health and safety, including 25
10 California Code of Regulation § 40, which states in full that:

11
12 **Bedding.**

13 In every apartment house or hotel subject to this part, held out for rent and
14 furnished with a bed and bedding, every part of every bed, including the
15 mattress, sheets, blankets, and bedding shall be kept in a **clean, dry and**
16 **sanitary condition, free from filth, urine, or other foul matter, and from the**
17 **infection of lice, bedbugs, or other insects.** The bed linen in a hotel shall be
18 changed before a new guest occupies the bed. In every dwelling unit where linen
is furnished, the linen shall be changed before a new guest occupies the dwelling
unit. (emphases added)

19 47. Plaintiff informed Defendants about health and safety risks of the Premises
20 associated with bed bug an insect infestation.

21 48. Defendants failed to repair the defective and dangerous conditions within a
22 reasonable time and/or inadequately made repairs so that problems persisted.

23
24 49. Plaintiff notified the Defendants of these conditions and requested that
25 Defendants have them repaired. Defendants failed to repair the problems at the Premises.
26 Any repairs that were purportedly done were not accomplished in a professional manner, nor
27 successful in remediating the bedbug infestation.
28

FIRST CAUSE OF ACTION
BREACH OF IMPLIED WARRANTY OF HABITABILITY
(Violation of California Civil Code § 1941.1: Against All Defendants)

50. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 49, inclusive, of this Complaint as though fully set forth herein.

51. Defendants and Plaintiff entered into a valid hotel Rental Agreement, setting forth terms surrounding Plaintiff's stay at the Subject Property.

52. Implied in the hotel rental agreement between Plaintiff and Defendants is a warranty that the premises are and will be maintained in habitable condition.

53. During Plaintiff's stay, pursuant to California Civil Code § 1941.1, Defendants violated each of the specific subdivisions, set forth below:

“A dwelling shall be deemed untenable for purposes of Section 1941 if it substantially lacks any of the following affirmative standard characteristics or is a residential Premises described in Section 17920.3 or 17920.10 of the Health and Safety Code:

(f) 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;

54. During Plaintiff's stay, pursuant to Health and Safety Code § 17920.3, Defendants violated each of the specific subdivisions, set forth below:

“Any building or portion thereof including any dwelling Premises, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public of the occupants thereof shall be deemed and hereby is declared to be a substandard building:

(a) Inadequate sanitation shall include, but not be limited to, the following:

1 (12) Infestation of insects, vermin, or rodents as
2 determined by the health officer.

3 (13) General dilapidation or improper maintenance.

4 (c) **Any nuisance**

5 (j) Those premises on which an accumulation of weeds,
6 vegetation, junk, dead organic matter, debris, garbage, offal,
7 rodent harborages, stagnant water, combustible materials, and
8 similar materials or conditions constitute fire, health, or safety
9 hazards.

10 55. Defendants have breached the implied warranty of habitability by renting,
11 operating and maintaining the Property in an untenable condition as set forth above and
12 defined by, but not limited to, California Civil Code § 1941.1 and California Health and
13 Safety Code § 17920.3.

14 56. These substandard conditions were not caused by acts or omissions of Plaintiff.

15 57. Upon discovery of the substantial defects, Plaintiff notified Defendants to
16 correct, abate and fix these problems.

17 58. Despite any of Defendants' feeble attempt to have the defects resolved,
18 substantial defects continued to exist which created serious hazards to Plaintiff.

19 59. The Premises and common areas of the Subject Property rented to Plaintiff
20 substantially lacked cleanliness, sanitation, and were not free from accumulations of debris,
21 filth, rubbish, garbage, insects and/or vermin. The Premises were uninhabitable, in breach of
22 the implied warranty of habitability.

23 60. Defendants breached the statutory duties of due care by failing to correct the
24 substandard conditions complained of herein and by failing to supervise their agents and
25 employees who operate and maintain the building. Defendants knew, or reasonably should
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1 have known, that Plaintiff would be injured as a result of this breach of the statutory duties of
2 due care.

3 61. Plaintiff has been damaged by Defendants' conduct in an amount equal to the
4 amount paid by Plaintiff during her stay at the hotel, or in an amount to be proven at trial.

5 62. As a direct and proximate result of the conduct of Defendants, Plaintiff has
6 suffered mental stress, emotional distress, anxiety, annoyance and discomfort, fear of safety
7 and/or physical pain and injury, in an amount to be proved at trial, but in excess of \$25,000.
8

9 63. As a further proximate result of Defendants' violation of statutes, Plaintiff has
10 incurred and will continue to incur medical and related expenses, in an amount to be proved
11 at trial, but in excess of \$25,000.
12

13 64. As a direct and proximate result of the conduct of Defendants, Plaintiff has
14 sustained loss of earnings, in an amount to be proved at trial, but in excess of \$25,000.

15 65. Finally, the lack of sleep and emotional distress caused by the deplorable
16 conditions for which Defendants were responsible, have seriously impacted Plaintiff, who
17 have suffered emotional distress, discomfort, mental anguish, annoyance, lack of energy,
18 reduced stamina, and/or sleeplessness, caused or exacerbated by these uninhabitable
19 conditions.
20

21 66. Plaintiff will also seek and is entitled to recover attorney's fees to secure an
22 important right affecting the public interest in connection with this cause of action under the
23 private attorney general doctrine (Civil Code § 1021.5) ¹ because any judgment or settlement
24

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26
27 ¹ Section 1021.5 provides in part: "Upon motion, a court may award attorneys' fees to a successful
28 party against one or more opposing parties in any action which have resulted in the enforcement of an
important right affecting the public interest if: (a) a significant benefit, whether pecuniary or
nonpecuniary, have been conferred on the general public or a large class of persons, (b) the necessity

1 with the Defendants confers a significant benefit upon a large class of persons: the guests
2 who stay at the Subject Property, and individual claimants would be financially burdened
3 unless reasonable attorney fees are forthcoming in this case. The fundamental objective of
4 the private attorney general doctrine of attorney fees is "to encourage suits effectuating a
5 strong [public] policy by awarding substantial attorney's fees . . . to those who successfully
6 bring [or oppose] such suits and thereby bring about benefits to a broad class of citizens."
7
8 (Woodland Hills Residents Assn., Inc. v. City Council (1979) 23 Cal.3d 917, 933.)

9 67. Plaintiff will seek leave of this court to fully itemize her attorney fees when such
10 become fully known after Plaintiff becomes the "prevailing party" in this litigation.

11 68. Defendants' actions and omissions were intentional, malicious, fraudulent and
12 oppressive because they were done with a conscious disregard for the rights and safety of
13 Plaintiff, as well as other guests subject to the same or similar uninhabitable conditions.

14 69. At all relevant times, any employees were acting as management and
15 supervisory employees of the Defendants. In doing the acts and things described in this
16 Complaint, each of them, were acting both within the course and scope of his managerial
17 authority for the corporate Defendants. Moreover, each of them individually exercised broad
18 and substantial discretionary authority over significant aspects of the business and ultimately
19 determined corporate policy in crucial aspects of Defendants' business practices.

20 70. Such conduct was taken by an officer or managing agent(s) of the Defendants, or
21 alternatively, said Defendants authorized, ratified or approved the conduct of these officers
22 or managing agents of the Defendants. These unlawful acts were further ratified by said
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28 and financial burden of private enforcement . . . are such as to make the award appropriate, and (c) such
fees should not in the interest of justice be paid out of the recovery, if any."

1 Defendants and done with a conscious disregard for the Plaintiff's rights and with the intent,
2 design and purpose of injuring the Plaintiff.

3 71. Plaintiff re-alleges the damage allegations above, and incorporates them by
4 reference as though fully set forth herein.

5
6 **SECOND CAUSE OF ACTION – BATTERY**
7 **(BATTERY; Against All Defendants)**

8 72. Plaintiff re-alleges and incorporates by reference each and every allegation
9 contained in paragraphs 1 through 71, inclusive, of this Complaint as though fully set forth
10 herein.

11
12 73. On or about April 9, 2018 through April 11, 2018, Defendants intentionally and
13 recklessly did acts that resulted in offensive contact with the Plaintiffs' person, including but
14 not limited to, Plaintiff's body being massacred by bed bugs.

15 74. Defendants did the aforementioned acts with the intent to cause a harmful or
16 offensive contact with the body of Plaintiff.

17
18 75. As a direct, legal and proximate result of the actions of Defendants, Plaintiff
19 sustained serious injuries to her person (bed bug bites all over her body), all to her damage in
20 an amount to be shown according to proof and within the jurisdiction of the Court.

21
22 76. As a direct, legal and proximate result of the aforesaid acts of Defendants,
23 Plaintiff was compelled to and did employ the services of medical providers, including but
24 not limited to, physicians, nurses and the like, to care for and treat them, and did incur
25 medical, professional and incidental expenses, and Plaintiff is informed and believes, and
26 upon such information and belief alleges, that she will incur additional like expenses for an
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1 indefinite period of time in the future, all to Plaintiffs' damage in a sum to be shown
2 according to proof.

3 77. Plaintiff re-alleges the damage allegations above, and incorporates them by
4 reference as though fully set forth herein.

5
6 **THIRD CAUSE OF ACTION – HABITABILITY**
7 **(Negligence – Premises Liability/Failure to Warn – Negligence Per Se:**
8 **Against All Defendants)**

9 78. Plaintiff re-alleges and incorporates by reference each and every allegation
10 contained in paragraphs 1 through 77, inclusive, of this Complaint as though fully set forth
11 herein.

12 79. As owners, operators and/or managers of the Premises, the Defendants owed
13 Plaintiff the duty to exercise reasonable care in the ownership, management and control of
14 the Premises.

15 80. As owners and/or managers of hotel rental property, Defendants were under a
16 duty of care to comply with all applicable codes, laws, and contractual obligations relating to
17 health and safety, and to take reasonable measures to assure that Plaintiff would not be
18 exposed to unreasonable risk of harm and/or interference of her right to use the premises.

19 81. Defendants owe a duty of care under common law and Civil Code § 1714 to
20 exercise reasonable care including, but not limited to: the duty to comply with all applicable
21 state and local laws governing Plaintiff's rights as hotel guests; the duty to maintain the hotel
22 premises in a safe, healthy and habitable condition and the duty to not obstruct Plaintiff's full
23 use and occupancy of her rented room.

24 82. Defendants have a statutory duty to put and keep the Premises in condition
25 suitable for occupation by human beings. The statute requires Defendants to repair any
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1 harmful condition that occurs even subsequent to Plaintiff's possession of the Premises, if
2 such condition renders the Premises untenantable. By allowing the insect infestation to
3 flourish within the Premises, and failing even after notice to repair the conditions, and by
4 allowing the other harmful and dangerous conditions alleged above to continue and failing to
5 make necessary repairs and remediation, Defendants breached their statutory duty and failed
6 to maintain the Premises in a condition fit for human habitation.
7

8 83. Defendants, by the conduct alleged above, negligently and carelessly maintained,
9 operated, and managed the Premises thus breaching the duties owed to Plaintiff.

10 84. Defendants' statutory violations proximately caused Plaintiff's injuries and
11 property damage. Plaintiff's injuries and property damage resulted from an occurrence, the
12 nature of which the statutes stated above were designed to prevent. Plaintiff is a member of
13 the class of persons for whose protection the statutes were adopted.
14

15 85. Defendants failed to take immediate action to eliminate all vestiges of bed bug
16 infestation.
17

18 86. As a further proximate result of Defendants' breach as alleged herein, Plaintiff
19 has been compelled to incur costs to investigate the defects and deficiencies at the Property
20 and to retain attorneys and experts to investigate and represent Plaintiff, and to prosecute this
21 present action which affects the public at large.
22

23 87. Defendants' failure to comply with their obligations under said applicable codes,
24 laws, and contractual obligations were substantial factors in bringing about the injury,
25 damage, loss or harm suffered by Plaintiff.

26 88. Plaintiff re-alleges the damage allegations above, and incorporates them by
27 reference as though fully set forth herein.
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94. Defendants' failure to timely abate the nuisance was a substantial factor in bringing about the continuous nuisance by permitting the defects to go unrepaired, worsening

1 the defective conditions of the Premises. Furthermore, any repair efforts or attempts to
2 remediate the bedbug infestation performed by Defendants were incomplete and inadequate.

3 95. Defendants failure to maintain the rooms and the common areas, to disclose the
4 presence of bed bugs, to repair defects, to eliminate the bed bug infestation constituted the
5 creation of a nuisance within the meaning of Civil Code § 3479.
6

7 96. The defective and dangerous conditions of the premises constituted a nuisance
8 within the meaning of Civil Code § 3479 and the Code of Civil Procedure § 731 in that they
9 deprived Plaintiff of the safe, healthy, and comfortable use of the premises. They were
10 injurious to health, offensive to the senses, and did interfere with the comfortable enjoyment
11 of life and property.
12

13 97. As a proximate result of the maintenance of the nuisance, Plaintiff became
14 exposed to untenable condition and suffered the injuries and damages alleged.

15 98. As a direct and proximate result of Defendants failure to abate the nuisance,
16 Plaintiff has suffered and/or is now suffering mental stress, emotional distress, annoyance,
17 discomfort, aggravation, humiliation, degradation and embarrassment, and/or physical pain
18 and injury, all to Plaintiff's damage in an amount to be proven at trial, but in excess of
19 \$25,000.
20

21 99. In maintaining the nuisance, Defendants acted with full knowledge of the
22 consequences thereof and of the damage being caused to Plaintiffs. Despite this knowledge,
23 Defendants failed to disclose and failed to abate the nuisance by repairing the defective and
24 dangerous conditions of the premises or causing them to be repaired. Their failure to act in a
25 timely manner or at all was both oppressive and malicious within the meaning of Civil Code
26 § 3294 in that it subjected Plaintiff to cruel and unjust hardship in willful and conscious
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disregard of Plaintiff's rights and safety, thereby entitling Plaintiff to an award of punitive damages.

100. Plaintiff re-alleges the damage allegations above, and incorporates them by reference as though fully set forth herein.

FIFTH CAUSE OF ACTION
(Intentional Infliction of Emotional Distress: Against All Defendants)

101. Plaintiff re-alleges and incorporates by reference each and every allegation contained in paragraphs 1 through 100, inclusive, of this Complaint as though fully set forth herein.

102. Plaintiff was bit all over her body including but not limited to chest, arms, torso, legs, hands, head and feet. The sheer number of bites that the plaintiff demonstrated is an indication that there was a severe bed bug infestation in the room.

103. Plaintiff sought medical treatment immediately following the incident for bed bug bites and allergic reaction to bed bug bites.

104. Plaintiff was diagnosed with bed bug bites and was prescribed oral medication and topical creams.

105. There have been several other guests that have complained of bed bugs at the Subject Property.

106. Plaintiff was not put on notice of any bed bug infestations at the property.

107. Defendants' conduct in dealing with Plaintiff, in their failure to put her on notice of bedbugs at the subject property when they were fully aware of bed bug infestations at the property, failure to take reasonable measures to eliminate all bug infestations, and to

1 remediate the bed bug infestation contamination, was so extreme and outrageous as to go
2 beyond all bounds of decency.

3 108. While acting in these outrageous ways, Defendants knew, or reasonably should
4 have known, that their conduct would result in Plaintiff's severe emotional distress.

5 109. Furthermore, Defendants acted with reckless disregard for the severe emotional
6 consequences of their acts and omissions.

7 110. Defendants intended to cause or consciously disregarded the near certainty that
8 Plaintiff would suffer emotional distress, discomfort and annoyance.

9 111. As a direct and proximate result thereof, Plaintiff endured many sleepless nights
10 and much emotional and mental distress, coupled with other physical conditions associated
11 with severe mental and emotional distress.

12 112. Plaintiff re-alleges the damage allegations above, and incorporates them by
13 reference as though fully set forth herein.

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17 **SIXTH CAUSE OF ACTION**
18 **(Negligent Infliction of Emotional Distress: Against all Defendants)**

19 113. Plaintiff re-alleges and incorporates by reference each and every allegation
20 contained in paragraphs 1 through 112, inclusive, of this Complaint as though fully set forth
21 herein.

22 114. Defendants, as owners of the property owed their guest, the Plaintiff, a duty to
23 exercise due care towards Plaintiff and provide her with a habitable hotel room.

24 115. Defendants knew, or should have known, that their failure to exercise due care in
25 the performance of providing Plaintiff with habitable a habitable hotel room would cause
26 Plaintiff severe emotional distress.
27
28

1 116. Defendants breached their duty by their failure to put her on notice of bed bugs
2 in the Premises, and to remediate the bed bug infestation contamination.

3 117. As a proximate result of Defendants' aforementioned behavior, Plaintiff has
4 endured many sleepless nights and much emotional and mental distress, coupled with other
5 physical conditions associated with severe mental and emotional distress.
6

7 118. As a further proximate result of Defendants' deplorable behavior and the
8 consequences proximately caused by it, as hereinabove alleged, Plaintiff suffered severe
9 emotional distress and mental suffering, all to her damage.

10 119. Plaintiff re-alleges the damage allegations above, and incorporates them by
11 reference as though fully set forth herein.
12
13

14 **SEVENTH CAUSE OF ACTION**
15 **(Breach of Contract: Against All Defendants)**

16 120. Plaintiff re-alleges and incorporates by reference each and every allegation
17 contained in paragraphs 1 through 119, inclusive, of this Complaint as though fully set forth
18 herein.

19 121. Defendants and Plaintiff entered into a valid agreement, setting forth terms
20 surrounding the Plaintiff's stay at the Premises.
21

22 122. Plaintiff paid defendant for her stay at the Subject Property, beginning April 9,
23 2018 – April 11, 2018.

24 123. Plaintiff fully complied with all terms of the agreement.
25

26 124. Plaintiff entered into an agreement with Defendants whereby she obtained
27 possession and enjoyment of the Premises as a guest of the Defendants. The agreement did
28 not contain all terms of the agreement, merely setting forth the parties, date, payment

1 amount, and certain other terms. One term that is not expressed in the agreements but is
2 implied in all contracts is the covenant of good faith and fair dealing. The covenant of good
3 faith and fair dealing requires each party to do everything that the contract presupposes that
4 he will do to accomplish its purpose. The purpose of the agreements was for Plaintiff to
5 obtain a habitable room from Defendants in return for payment for that hotel room.
6

7 Therefore, the contract presupposed that Defendants would put the Premises in condition
8 suitable for a habitable hotel room. This means that the Premises would be in compliance
9 with all ordinances and code regulations existing at the time.

10 125. By failing to provide Plaintiff with a habitable hotel room that was compliant
11 with legal requirements, and failing to repair, maintain, and remediate the non-compliant
12 aspects of the Premises, Defendants, and each of them, breached the implied contractual
13 covenant of good faith and fair dealing in each of the agreements.
14

15 126. Defendants breached the agreement by failing to provide habitable Premises to
16 Plaintiff. The Premises were infested with bed bugs, thereby causing a bed bug infestation to
17 grow on the Premises.
18

19 127. Because of Defendants' breach of the covenant of good faith and fair dealing,
20 Plaintiff suffered the aforementioned damages as well as the loss of enjoyment of the full
21 Premises, thereby entitling them to full restitution of all money paid.
22

23 128. Defendants breached the agreement, proximately causing foreseeable and
24 consequential damages to Plaintiff to a sum according to proof at trial.

25 129. As a direct and proximate result thereof, Plaintiff incurred reasonable attorneys'
26 fees and costs, pursuant to the rental agreement, to Civil Code §§ 1717.
27
28

130. Plaintiff re-alleges the damage allegations above, and incorporates them by reference as though fully set forth herein.

EIGHTH CAUSE OF ACTION
(Breach of Covenant of Quiet Enjoyment: Against All Defendants)

131. Plaintiff re-alleges and incorporates by reference each and every allegation contained in paragraphs 1 through 130, inclusive, of this Complaint as though fully set forth herein.

132. Implied in the rental agreement between Defendants and Plaintiff is a covenant that the Defendants would not interfere with Plaintiff's quiet enjoyment of the premises during the term of her stay.

133. Defendants have a duty to abide by the implied covenant of quiet enjoyment. Defendants have breached this duty and the implied covenant by their conduct as described above.

134. Defendants knew, or reasonably should have known, that Plaintiff would suffer damages as a result of this breach.

135. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered and will continue to suffer mental stress, emotional distress, discomfort, annoyance, anxiety, and loss of property, all to Plaintiff's damage in an amount to be determined at trial, but which amount is within the jurisdictional requirements of this court.

136. Defendants' conduct in breaching the implied covenant of quiet enjoyment have been intentional, malicious and oppressive, thereby entitling Plaintiff to recover punitive damages in an amount to be determined at trial.

137. Plaintiff re-alleges the damage allegations above, and incorporates them by reference as though fully set forth herein.

NINTH CAUSE OF ACTION
(Fraudulent Concealment: Against All Defendants)

138. Plaintiff re-alleges and incorporates by reference each and every allegation contained in paragraphs 1 through 137, inclusive, of this Complaint as though fully set forth herein.

139. At all times relevant hereto, Defendants, through their employees and agents, were aware of the existence of bed bugs in the subject property.

140. At all relevant hereto, Plaintiff placed her trust and confidence in the Defendants that she would not be assigned a room that posed a danger to her physical health and well-being. This placed the Defendants in a position of influence over the plaintiff.

141. Defendants and their employees and agent intentionally failed to disclose the material facts of the bed bug infestation, a fact known to the Defendants that the Plaintiff could not have discovered.

142. Plaintiff did not know of the concealed fact of the bed bug infestation. Defendants intended to deceive the Plaintiff by concealing the fact of the bed bug infestation.

143. The Plaintiff reasonably relied on Defendants' deception.

144. The Plaintiff was harmed in the form of severe physical and emotional injuries.

145. Defendants' concealment was a substantial factor in causing such harm.

146. Plaintiff re-alleges the damage allegations above, and incorporates them by reference as though fully set forth herein.

PRAYER FOR RELIEF

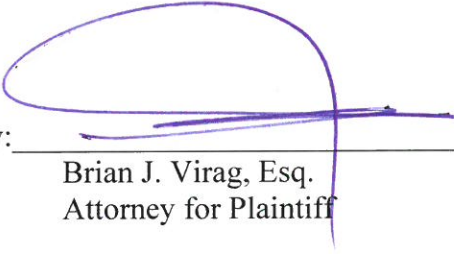
WHEREFORE, Plaintiff prays for judgment in her favor and against all Defendants as follows:

1. Compensatory damages in an amount to be proven at trial;
2. General and special damages in an amount to be proven at trial;
3. Attorney's fees and costs of this action;
4. Exemplary and punitive damages in an amount to be determined at trial; and
5. Such other and further relief as this Court may deem proper and just.

PLAINTIFF REQUESTS AND DEMANDS A JURY TRIAL.

DATED: November 9, 2018

Respectfully submitted,
MY BED BUG LAWYER, INC.

By: 
Brian J. Virag, Esq.
Attorney for Plaintiff