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By Julia Barrera, Deputy

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8 *Attorneys for the People of the State of California*

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF KERN

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14 **THE PEOPLE OF THE STATE OF  
15 CALIFORNIA,**

16 Plaintiff,

17 v.

18 **132 L ST LLC, 804 33RD STREET LLC,  
19 2501 BISHOP DRIVE LLC, 1905  
20 CALIFORNIA AVE LLC, 7728 NORTON  
21 AVE LLC, 1407 26TH ST LLC, 1927 D ST  
22 LLC, and SASSAN ROSTAMIAN,**

23 Defendants.

Case No. BCV-24-100696

**COMPLAINT FOR PERMANENT  
INJUNCTION, CIVIL PENALTIES,  
RESTITUTION, AND OTHER  
EQUITABLE RELIEF**

(BUS. & PROF. CODE, § 17200 et seq.)

24 The People of the State of California (“People”), by Rob Bonta, Attorney General of the  
25 State of California, bring this action against 132 L St LLC, 804 33rd Street LLC, 2501 Bishop  
26 Drive LLC, 1905 California Ave LLC, 7728 Norton Ave LLC, 1407 26th St LLC, 1927 D St  
27 LLC, and Sassan Rostamian (“Defendants”) for violating the Unfair Competition Law (Bus. &  
28 Prof. Code, § 17200 et seq.), and allege the following:

1 **INTRODUCTION**

2 1. The People bring this civil enforcement action against Defendants for violations of  
3 the Unfair Competition Law (“UCL”). These violations are predicated on the Tenant Protection  
4 Act of 2019 (“TPA”) and the Covid-19 Tenant Relief Act (“CTRA”).

5 2. Defendants violated the TPA and CTRA by serving notices to terminate tenancy,  
6 and otherwise facilitating the eviction of tenants, without just cause.

7 **DEFENDANT**

8 3. Defendants 132 L St LLC, 804 33rd Street LLC, 2501 Bishop Drive LLC, 1905  
9 California Ave LLC, 7728 Norton Ave LLC, 1407 26th St LLC, and 1927 D St LLC are limited  
10 liability companies that each own multiple residential rental properties in Kern County.

11 4. Defendant Sassan Rostamian is the managing member of Defendants 132 L St  
12 LLC, 804 33rd Street LLC, 2501 Bishop Drive LLC, 1905 California Ave LLC, 7728 Norton  
13 Ave LLC, 1407 26th St LLC, and 1927 D St LLC.

14 **JURISDICTION AND VENUE**

15 5. This Court has jurisdiction over the allegations and subject matter of the People’s  
16 Complaint filed in this action, brought under Business and Professions Code section 17200 et seq.

17 6. Venue is proper here because all violations of law alleged in this Complaint  
18 occurred in this county.

19 **THE TENANT PROTECTION ACT**

20 7. In 2019, California enacted the TPA, which created significant new rent-increase  
21 and eviction protections for most residential tenants.

22 8. When it enacted the TPA, the Legislature recognized the need to protect California  
23 tenants from the financial destabilization frequently caused by large, unexpected rent increases. It  
24 also recognized that placing limits on rent increases necessitated a corresponding prohibition on  
25 evictions without justification, commonly referred to as a “just cause.” (Sen. Com. On Judiciary,  
26 Analysis of Assem. Bill No 1482 (2019-2020 Reg. Sess.) July 8, 2019, p. 1.) Requiring a just-  
27 cause basis for eviction prevents landlords from easily evicting tenants in order to reset unit rents  
28 at higher rates than the rent-increase cap allows. It also recognizes the harm that unwarranted

1 displacement may cause tenants, including struggles to find new affordable housing, moving  
2 expenses, longer commute times, and so forth. As such, the Tenant Protection Act permits  
3 terminating tenancies for covered tenants only where there is a statutorily enumerated cause.  
4 (Civ. Code, § 1946.2, subd. (b).)

5 9. Under the TPA, a landlord may evict a tenant in order to demolish or substantially  
6 remodel the property. (Civ. Code, § 1946.2 subd. (b)(2)(D).) To comply with the TPA, a  
7 landlord’s substantial remodel work must meet certain requirements, even if the landlord is  
8 performing work in good faith and not as a deliberate pretext to evict a tenant. “Substantial  
9 remodel,” as defined by statute, requires certain work—specifically, the replacement or  
10 substantial modification of an entire structural, electrical, plumbing, or mechanical system that  
11 requires government permits, or the abatement of hazardous materials. (*Ibid.*) Discrete plumbing  
12 or electrical work, for example, is insufficient. To qualify as a substantial remodel, the work  
13 cannot reasonably be accomplished safely with the tenant in place and instead must require the  
14 tenant to vacate the unit for 30 or more days. (*Ibid.*) Work does not constitute a substantial  
15 remodel under the TPA if the tenant could safely live in the unit without violating health, safety,  
16 or habitability laws for one or more of those 30 or more days. Substantial remodel does not  
17 include cosmetic work or work that can be performed safely without requiring a tenant to vacate  
18 their unit for at least 30 days. (*Ibid.*)

19 10. Landlords invoking the substantial-remodel just cause should be able to show that  
20 they obtained estimates from licensed contractors about the scope and duration of work, sought  
21 and received permits for the work, and actually completed work that met the statutory definition,  
22 including showing that the work reasonably could not have been done with the tenant in place or  
23 by relocating the tenant for a period of less than 30 days. Work that can be diligently performed  
24 with a tenant absent from the unit for less than 30 days cannot form the basis of an eviction, even  
25 if a landlord, property manager, or contractor chooses to perform the work at a slower pace.

### 26 **THE COVID-19 TENANT RELIEF ACT**

27 11. In 2020, the Legislature enacted the CTRA, which created additional protections  
28 for tenants during the coronavirus pandemic. Among other things, the CTRA placed greater limits

1 on evictions beyond those set forth in the TPA.

2 12. For example, under the CTRA, from February 1, 2020 until October 1, 2021, a  
3 tenant could only be evicted based on a substantial remodel where the remodels were “necessary  
4 to maintain compliance with the requirements of Section 1941.1 of the Civil Code, Section  
5 17920.3 or 17920.10 of the Health and Safety Code, or any other applicable law governing the  
6 habitability of residential rental units.” (Civ. Code, § 1179.03.5.)

### 7 **DEFENDANTS’ BUSINESS PRACTICES**

8 13. In 2021 and 2022, Defendants directed their property management company,  
9 Clemmer and Company, to serve notices to terminate tenancy in over 40 residential rental units.  
10 Each of these notices cited substantial remodel as the just cause for eviction.

11 14. The substantial remodel notices were unlawful. First, the work did not rise to the  
12 level required by the TPA to justify an eviction. In some units, Defendants’ property manager  
13 described to Defendants the work that needed to be completed as a “basic turn” and listed clearly  
14 cosmetic improvements, such as replacing blinds and light bulbs or touching up paint. While  
15 more significant work was performed on other units, including repairing water damage, replacing  
16 bathroom fixtures, or repairing floors, they did not meet the standards set forth in the TPA.  
17 Second, no permits were pulled for the work in any units where a notice to terminate based on  
18 substantial remodel was served. And third, the work performed did not require the tenants to  
19 vacate the units for more than 30 days. For some units, new tenants moved in less than 30 days  
20 after the prior tenants vacated the unit. Although the work in other units did last more than 30  
21 days, those longer time periods were due to work being performed intermittently or because a  
22 single worker was remodeling several units at the same time.

23 15. For a few of Defendants’ units where the tenants received notices to terminate  
24 based on substantial remodel, Defendants’ property management company later acknowledged  
25 that other tenancy issues, such as alleged lease violations, were the real basis for the eviction. But  
26 substantial remodel notices cannot be used as catch-all notices.

27 16. A number of the notices to terminate were issued during the time period when the  
28 CTRA imposed the additional requirement that a remodel be necessary to maintain compliance

1 with state habitability laws in order to justify an eviction. Defendants' remodels did not meet that  
2 standard.

3 17. After receiving the unlawful eviction notices, most tenants moved out of their  
4 homes. These unlawful eviction notices displaced dozens of tenants, creating hardship for these  
5 tenants as they looked for new housing in California's difficult housing market.

6 **FIRST CAUSE OF ACTION**

7 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

8 (Unfair Competition)

9 18. Plaintiff realleges paragraphs 1 through 20 and incorporates these paragraphs by  
10 reference as if fully set forth in this cause of action.

11 19. Defendants have engaged in business acts or practices that constitute unfair  
12 competition as defined in the Unfair Competition Law, Business and Professions Code section  
13 17200 et seq. These acts or practices include, but are not limited to,

- 14 a. Seeking to evict tenants without a just-cause basis in violation of the Tenant  
15 Protection Act, Civil Code section 1946.2, and  
16 b. Seeking to evict tenants without a just-cause basis in a manner that would not have  
17 satisfied the Covid-19 Tenant Relief Act, Civil Code section 1179.03.5.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, the People pray for judgment as follows:

20 1. Under Business and Professions Code section 17203, that Defendants, and their  
21 agents or representatives, be permanently enjoined from committing any unlawful, unfair, or  
22 fraudulent acts of unfair competition in violation of Business and Professions Code section 17200  
23 as alleged in this Complaint;

24 2. That the Court make such orders or judgments as may be necessary to prevent the  
25 use or employment by Defendants of any practice that constitutes unfair competition or as may be  
26 necessary to restore to any person in interest any money or property that may have been acquired  
27 by means of such unfair competition, under the authority of Business and Professions Code  
28 section 17203;

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3. That the Court assess a civil penalty of \$2,500 against Defendants for each violation of Business and Professions Code section 17200 in an amount according to proof, under the authority of Business and Professions Code section 17206;
4. That the People recover its costs of suit, including costs of its investigation; and
5. For such other and further relief that the Court deems just and proper.

Dated: February 28, 2024

Respectfully Submitted,  
ROB BONTA  
Attorney General of California



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RACHEL A. FOODMAN  
Deputy Attorney General