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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
03/29/2024
Clerk of the Court
BY: ANNIE PASCUAL
Deputy Clerk

7 Attorneys for Defendants
8 CTM APARTMENT SERVICES CORPORATION,
9 TRILAR MANAGEMENT GROUP, LISA RICKS, and
10 TONY DICORTI

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN FRANCISCO

13 YSABELLI CUSI and ANASTASIIA
14 SAPON,

15 Plaintiffs,

16 vs.

17 1163 ASSOCIATES, TRILAR
18 MANAGEMENT GROUP, CTM
19 APARTMENT SERVICES CORPORATION,
20 TONY DICORTI, LISA RICKS, and DOES 1
21 through 10,

22 Defendants.

Case No. CGC-23-609986

[Assigned to Hon. Anne-Christine
Massullo, Dept. 610]

**DEFENDANTS TRILAR
MANAGEMENT GROUP, LISA
RICKS, AND TONY DICORTI'S
ANSWER TO PLAINTIFFS'
UNVERIFIED COMPLAINT**

Complaint Filed: October 25, 2023
Trial: None Set

23
24 Defendants TRILAR MANAGEMENT GROUP, LISA RICKS, and TONY
25 DICORTI's (collectively "Defendants") hereby answer the unverified Complaint
26 ("Complaint") filed by Plaintiffs YSABELLI CUSI and ANASTASIIA SAPON (collectively
27 "Plaintiffs"), as follows:
28

1 **GENERAL DENIAL**

2 1. Defendants deny generally and specially each, every and all of the allegations of
3 each and every cause of action pleaded in the Complaint pursuant to California Code of Civil
4 Procedure §431.30(d).

5 **FIRST AFFIRMATIVE DEFENSE**

6 2. Plaintiffs' Complaint fails to state facts sufficient to constitute a cause of action
7 against this answering Defendant.

8 **SECOND AFFIRMATIVE DEFENSE**

9 3. Plaintiffs' action is barred by the applicable Statutes of Limitations, including
10 but not limited to, Code of Civil Procedure §335.1 and/or Business and Professions Code
11 §17208.

12 **THIRD AFFIRMATIVE DEFENSE**

13 4. Defendants have appropriately, completely and fully performed and discharged
14 any and all obligations and legal duties arising out of the matters alleged in Plaintiffs'
15 Complaint.

16 **FOURTH AFFIRMATIVE DEFENSE**

17 5. Defendants allege that at all times the property as alleged in Plaintiffs'
18 Complaint was fit and suitable for occupancy in whole or in substantial part for the purposes
19 for which they were leased and, therefore, Defendants did not disturb Plaintiffs' possession
20 and/or interfere with Plaintiffs' beneficial enjoyment of the premises.

21 **FIFTH AFFIRMATIVE DEFENSE**

22 6. Defendants allege that the alleged conditions and/or purported defects in the
23 property as alleged in the Complaint were not materially defective conditions that affected
24 habitability.

25 **SIXTH AFFIRMATIVE DEFENSE**

26 7. Plaintiffs did not conduct themselves and did not manage and/or use ordinary
27 care in maintenance of the property at issue in the Complaint in a reasonable manner and,
28

1 therefore, failed to discover the alleged condition of habitability within a reasonable period of
2 time and/or upon reasonable inspection.

3 **SEVENTH AFFIRMATIVE DEFENSE**

4 8. Without admitting any allegations of the Complaint, Defendants are informed
5 and believe and thereupon allege that the Complaint, and each cause of action thereof, is barred
6 by Plaintiffs' failure to give timely notice to these answering Defendants of the alleged defects,
7 breaches and/or damages, if any, which any party may have sustained or within a reasonable
8 time within which Plaintiffs should have discovered the purported defects, breaches and/or
9 damages.

10 **EIGHTH AFFIRMATIVE DEFENSE**

11 9. These answering Defendants are informed and believe and on such information
12 and belief allege that Plaintiffs failed to perform express contractual conditions precedent to
13 Defendants' performance, and such failure excuses any non-performance by these answering
14 Defendants.

15 **NINTH AFFIRMATIVE DEFENSE**

16 10. Plaintiffs failed to give Defendants a reasonable amount of time to correct the
17 purported defects and/or conditions at the property as alleged in the Complaint.

18 **TENTH AFFIRMATIVE DEFENSE**

19 11. Should it be found that Defendants are liable in any manner for any damages
20 claimed by Plaintiffs which was caused and/or contributed to by parties other than Defendants,
21 whether served or not served in this case, and/or other persons or entities not presently parties
22 to this action, the proportionate degree of negligence, fault, and or legal responsibility of each
23 and every person or entity must be determined and prorated and any judgment which may be
24 rendered against Defendants must be reduced not only by the degree of negligence, fault or
25 legal responsibility attributable to Plaintiffs, but also by the total of that degree of negligence,
26 fault and/or other legal responsibility found to exist as to other parties, persons and/or entities
27 as well.
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ELEVENTH AFFIRMATIVE DEFENSE

12. Defendants allege that at all times relevant, no act or omission of Defendants were a legal or proximate cause of Plaintiffs’ alleged injuries and damages, if any, as alleged in Plaintiffs’ Complaint.

TWELFTH AFFIRMATIVE DEFENSE

13. Plaintiffs assumed the risk of matters referred to in the Complaint, knew and appreciated the nature of the risk, and voluntarily accepted the risk.

THIRTEENTH AFFIRMATIVE DEFENSE

14. Plaintiffs are barred from recovery because Defendants lacked actual or constructive notice of any defect, condition and/or hazard at the property as alleged by Plaintiffs.

FOURTEENTH AFFIRMATIVE DEFENSE

15. Defendants exercised due diligence in the ownership and/or management of the property at issue in Plaintiffs’ Complaint, relied in good faith on the representations of others, and was not aware of, nor had any way of becoming aware of, any alleged wrongdoing or omissions.

FIFTEENTH AFFIRMATIVE DEFENSE

16. Defendants allege that there was no duty to repair any alleged defects, conditions and/or hazards at the property as alleged in Plaintiffs’ Complaint because Plaintiffs failed to keep the property in a clean and sanitary condition.

SIXTEENTH AFFIRMATIVE DEFENSE

17. Defendants are informed and believe and thereon alleges that no public officer or employee responsible for enforcement of any housing law notified Defendants of any obligation to abate any nuisance and/or condition at the property as alleged in Plaintiffs’ Complaint prior to collection of Plaintiffs’ rent; therefore, Plaintiffs cannot maintain a cause of action for violation of Civil Code §1942.4.

1 **SEVENTEENTH AFFIRMATIVE DEFENSE**

2 18. Defendants are informed and believe and thereon alleges that if Plaintiffs
3 vacated the property as alleged in Plaintiffs' Complaint at any time, Plaintiffs did so through
4 their own consent and, therefore, waived any cause of action for constructive eviction.

5 **EIGHTEENTH AFFIRMATIVE DEFENSE**

6 19. Defendants allege that at all times Defendants did not engage in any unlawful
7 acts or practices and did not cause or contribute to any alleged unfair methods of competition
8 and/or illegal, unfair and/or deceptive acts or practices.

9 **NINETEENTH AFFIRMATIVE DEFENSE**

10 20. Plaintiffs have waived any right to recover for the claims asserted in the
11 Complaint.

12 **TWENTIETH AFFIRMATIVE DEFENSE**

13 21. Any and all damages sustained by Plaintiffs, if any, are and were the direct and
14 proximate result of Plaintiffs' failure to mitigate the alleged damages.

15 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

16 22. Should it be found that Defendants are in any manner legally responsible for any
17 damages sustained by Plaintiffs, which Defendants specifically deny, Defendants' liability for
18 non-economic damages shall be several only and not joint, such that Defendants shall be liable
19 only for the amount of non-economic damages allocated to Defendants in direct proportion to
20 its percentage of fault.

21 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

22 23. Defendants are entitled to an offset in an amount equal to the amount of monies
23 which Plaintiffs' health care, disability or other insurers provided, or would have received had
24 a claim been made, from any insurer(s) affording coverage for Plaintiffs, and for any monies
25 Plaintiffs received from any Defendants, or on behalf of any Defendants.

26 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

27 24. Plaintiffs acknowledged, ratified, consented to and acquiesced in the alleged acts
28 or omissions, if any, of Defendants, thus barring Plaintiffs from any relief as prayed for herein.

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