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9 SHAUN ENFERADI

Electronically  
**FILED**  
by Superior Court of California, County of San Mateo  
ON 4/4/2024  
By /s/ Hessen Ladcani  
Deputy Clerk

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN MATEO  
12 UNLIMITED CIVIL JURISDICTION

Case No.: 24-CIV-02010

13 SHAUN ENFERADI,

14 Plaintiff,

15 v.

16 JUAN VICENTE RUFINO, and DOES 1 to 50

17 Defendant.

**COMPLAINT FOR DAMAGES**

1. **Breach of the Covenant of Quiet Enjoyment – Contract and Civil Code § 1927, 1940.2**
2. **Breach of the Warranty of Habitability – Civil Code § 1941.1**
3. **Retaliation – Civil Code § 1942.5**
4. **Negligence**
5. **Premises Liability**
6. **Breach of Contract**
7. **Violation of B&P §§ 17200 et seq 17500 Unfair Business Practices**
8. **Intentional Infliction of Emotional Distress**

18 Plaintiff SHAUN ENFERADI (“Plaintiff”) hereby sues JUAN VICENTE RUFINO  
19 (“Defendant”) as follows:

20 **PARTIES**

21 1. Plaintiff SHAUN ENFERADI is an individual who at all relevant times is and was a  
22 resident of the County of San Mateo, State of California.

23 2. At all times mentioned herein, Defendant JUAN VICENTE RUFINO, on information  
24 and belief, is an individual who at all relevant times is and was a resident of and regularly conducting  
25 business in the County of San Mateo, State of California.

26 3. The true names and capacities of defendants sued herein as Does 1 through 50 are

1 unknown to Plaintiff who therefore sues these defendants by such fictitious names. Plaintiff will amend  
2 this complaint to allege their true names and capacities when ascertained. Plaintiff is informed and  
3 believes, and thereon alleges, that each of these fictitiously named defendants is responsible in some  
4 manner, jointly and/or severally, for the occurrences herein alleged, and that Plaintiff's injuries as herein  
5 alleged were proximately and legally caused by the conduct of these Doe Defendants.

6 4. Plaintiff is informed and believes, and thereon alleges that at all times mentioned herein  
7 the defendants, and each of them, were the principals, agents, servants, employees, joint ventures, and  
8 partners of their co-defendants, and that as aforesaid, when acting as co-defendants, were jointly,  
9 severally and/or together with their co-defendants, liable for the injury to Plaintiff as hereinafter alleged.  
10 Plaintiff is also informed and believes and upon such information alleges that the defendants and each  
11 of them authorized and/or ratified the conduct of each and every one of the co-defendants, as complained  
12 of herein.

#### 13 JURISDICTION AND VENUE

14 5. Pursuant to the California Code of Civil Proc. §§ 395(a) and 395.5, the venue is proper  
15 in that some of the wrongful acts and violations of law, asserted herein, occurred in the County of San  
16 Mateo, California.

17 6. Jurisdiction exists over Defendants under the California "long arm" statutes, Cal. Code.  
18 Civ. Proc. § 410.10, which states "A court of this state may exercise jurisdiction on any basis not  
19 inconsistent with the Constitution of this state or the United States." Defendants purposefully availed  
20 themselves of the privilege of conducting activities within California, "thus invoking the benefits and  
21 protections of its laws." (*Buckeye Boiler v. Sup. Ct.* (1969) 71 Cal.2d 893, 898, citing *Hanson v. Denckla*  
22 (1958) 357 U.S. 235, 251 and 253).

23 7. By furtherance of the defendants' rental property, the defendants purposefully availed  
24 themselves of the privilege of conducting activities within California such that it is subject to personal  
25 jurisdiction in California.

26 8. The subject events transpired within the State of California. Defendants have "sufficient  
27 minimum contacts" within the State of California such that this Court's exercise of personal jurisdiction  
28

1 over the Defendants herein “[does] not offend traditional notions of fair play and substantial justice.”  
2 (*International Shoe Co. v. Washington* (1945) 326 U.S. 310, 316).

### 3 STATEMENT OF FACTS

#### 4 **Terms of Tenancy**

5 9. On or about April 12, 2014, Plaintiff entered into a written rental agreement (hereinafter  
6 “Agreement”) with the defendants whereby Plaintiff, in exchange for monetary consideration, would  
7 rent the residential real property commonly known as 590 Marlin Court, Redwood City, California  
8 94065 (hereinafter “Property/Premises”). Per the terms of the Agreement, the tenancy was to begin on  
9 or about May 1, 2014. The Property is “residential property” as defined in California Civil Code § 1675.

10 10. the Plaintiff is informed and believes that the contract did not waive nor disclose any of  
11 the violations and allegations contained in the present complaint.

12 11. Plaintiff took possession with the expectation that the Property would be fit for him and  
13 his family. Over time, the Property quickly developed several dilapidations requiring repair and  
14 maintenance. Despite the Agreement and California Law requiring such, Defendant refused to conduct  
15 necessary repairs, reflecting Defendant’s ongoing pattern and practice of willful/negligent neglect.

16 12. In terms of consideration, when Plaintiff first took possession of the Premises, he paid  
17 \$4,050.00 per month. The rent was increased on September 30, 2016, to \$4,350.00 per month.

18 13. Plaintiff is informed and believes and thereon alleges that at all relevant times, the  
19 Property was owned and/or managed by the defendants.

20 14. At all relevant times mentioned herein, Plaintiff’s tenancy at the Property, and the  
21 Property itself, was subject to California Civil Code §§ 1941, 1942 *et seq.* and California Health and  
22 Safety Code Section 17920.3.

#### 23 **Defective Conditions on the Property**

24 15. Throughout Plaintiff’s tenancy on the Property, Plaintiff reported several defects with the  
25 Property that Defendants failed to cure in violation of their obligations under California law. The defects  
26 on the Property include but are not limited to (1) substantially defective/inadequate hot water systems;  
27 (2) substantial issues with wiring in the Premises, compromising safety, (3) inadequate window screens,  
28

1 (4) substantially worn-out fatigued fixtures/flooring, and (5) inadequate ventilation to prevent  
2 mold/moisture development.

3 16. Throughout the years of Plaintiff's tenancy, Plaintiff has made numerous reports of  
4 defective conditions on the Premises. Those complaints all but fell on deaf ears.

5 17. The Premises itself is a townhouse built in 1977. The Premises sits on a 3,080-square-  
6 foot lot in Redwood City. Much of the Premises appear to be original including the appliances and  
7 fixtures. Over time the Premises became substandard and no longer met the requirements of a habitable  
8 Premises.

### 9 **COVID-19 Impact**

10 18. The COVID-19 Pandemic beginning in March 2020 grappled the nation with sweeping  
11 shutdowns and generated great uncertainty in all aspects of day-to-day life. This state of affairs  
12 accentuated Defendant's lackluster track record as the landlord, as illustrated by his continued failure to  
13 maintain the Premises, and worse yet, his failure to engage in basic property management tasks including  
14 the collection of rent.

15 Throughout the COVID-19 Pandemic, Defendant refused to accept rental payments from  
16 Plaintiff. After numerous months of radio silence, on or about July 19, 2023, Defendant's agent Martin  
17 Argosino emailed Plaintiff demanding back rent in the amount of \$130,000. This would cover back rents  
18 for the dates owed (July 2021 – June 2023) as well as future rents (July 2023 – December 2023), per the  
19 demand of the Defendant. Plaintiff complied, as he had been responsibly holding the money in trust.

20 On or about August 3, 2023, Defendant's agent then served a (albeit defective) 3-day notice to  
21 pay or quit. On or about August 17, 2023, Defendant's agent accepted the payment in the amount of  
22 \$30,450. Shortly after making this payment, Defendant's agent provided, and Plaintiff relied on such,  
23 that they would dismiss the action. This later proved to be false.

24 19. Despite receiving \$160,950.00 in back rent, Defendant still proceeded with an unlawful  
25 detainer action. Rather than dismiss the action, as promised, Defendant's counsel made attempts to extort  
26 Plaintiff for funds, including the outrageous sum of \$10,000 in attorney's fees, daily damages from  
27 January 1, 2023, to August 18, 2023, in the amount of \$135.00 per day, and alleged statutory damages  
28 in the amount of \$600.00. Eventually, Plaintiff had no choice but to vacate the home and did so on

1 September 21, 2023.

2 **Harm to Plaintiff**

3 20. As a result of the acts outlined above, Plaintiff and members of his family have suffered  
4 immense harm. The defective conditions on the premises have caused mental anguish and physical harm.

5 21. As a result of these conditions, Plaintiff has suffered mental anguish, unanticipated  
6 moving expenses, and increased relocation rent among other issues.

7 22. Should the Court deem it warranted, Defendants are more than capable of satisfying any  
8 punitive damages award. Defendants own the Property in the San Mateo County area in addition to the  
9 Premises. These real estate holdings are also indicative of Defendants' awareness in ensuring that the  
10 Premises meet the standard of habitability in the State of California.

11 **FIRST CAUSE OF ACTION**

12 **Breach of the Covenant of Quiet Enjoyment – Contract and Civil Code § 1927, 1940.2**

13 23. Plaintiff repeats, repleads, and incorporates by reference, as though fully set forth in this  
14 paragraph, all the allegations of this Complaint.

15 24. At all times relevant herein, California Civil Code § 1927 has made it unlawful for  
16 landlords to interfere with their tenants' quiet enjoyment of a leased property.

17 25. At all times relevant herein, California Civil Code § 1940.2(a)(3) has made it unlawful  
18 for a landlord to "use, or threaten to use, force, willful threats, or menacing conduct constituting a course  
19 of conduct that interferes with the tenant's quiet enjoyment of the premises."

20 26. Defendants entered into and were bound by the terms of the Rental Agreement with  
21 Plaintiff.

22 27. The Agreement between Plaintiff and defendants contained an implied covenant under  
23 which the Defendants promised to Plaintiff possession and quiet enjoyment of the Property during the  
24 period of Plaintiff's tenancy, and not to, through act or omission, disturb Plaintiff's possession and  
25 beneficial enjoyment of the Property for the purposes contemplated by the agreement.

26 28. Defendants breached the covenant of quiet enjoyment as alleged herein by failing to  
27 repair the habitability violations and failing to maintain the Property in a habitable condition after being  
28 given notice by the Plaintiff.

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