

DOCKET NO. NHH-CV24-6021250-S : **SUPERIOR COURT**
MARCELA OCAMPO : **JUDICIAL DISTRICT**
 : **OF NEW HAVEN**
v. : **AT NEW HAVEN**
SERAMONTE CT LLC, AND : **HOUSING SESSION**
SERAMONTE ESTATES, LLC : **APRIL 15, 2024**

REVISED COMPLAINT

The plaintiff Marcela Ocampo, by and through counsel, hereby submits this Revised Complaint per Practice Book §§ 10-35 et seq. against the defendants Seramonte CT LLC and Seramonte Estates, LLC, and states as follows:

COUNT I: BREACH OF CONTRACT
(as to Seramonte Estates, LLC)

1. The plaintiff Marcela Ocampo is a natural person residing in Hamden, CT.
2. The plaintiff is a “person” within the meaning of the Connecticut Unfair Trade Practices Act, General Statutes § 42-110a et seq. (“CUTPA”), in that she is a “natural person” under General Statutes § 42-110a(3).
3. Seramonte CT LLC is a limited liability company, engaged in the business of owning and managing the Seramonte Estates apartment complex, which is the apartment complex consisting of buildings at and around the vicinity of 609 Mix Avenue, Hamden, CT 06514, with its office located at 1 Kaye Plaza, Hamden, CT 06514 (“Seramonte Estates”), with its principal place of business located at 50 Chestnut Ridge Road, Suite 205, Montvale, NJ 07645.
4. Seramonte Estates, LLC is a limited liability company that was administratively dissolved on August 1, 2023, which was engaged in the business of owning and managing Seramonte Estates during a period of the misconduct detailed herein, with its principal place of

business located at 3 Forest Park Drive, Farmington, CT 06032. Seramonte Estates, LLC is also a signatory to all leases signed by Ms. Ocampo for her tenancy at Seramonte Estates.

5. Ms. Ocampo is a naturalized citizen from Colombia who teaches Spanish at Quinnipiac University and Sacred Heart University.

6. Ms. Ocampo initially moved to Seramonte Estates in 2019 and lived there until Spring 2022.

7. Ms. Ocampo's relationship with Seramonte Estates, LLC began to deteriorate in December 2020 when a severe weather event caused severe water damage in her unit, causing a large hole to form in her ceiling. This damage also extended to other nearby units.

8. Ms. Ocampo repeatedly requested that Seramonte Estates, LLC repair the unit, but management ignored her pleas. Pl. Ex. 1. For a month, Seramonte Estates, LLC (specifically through Maria, the Seramonte Estates secretary; Nene, the Seramonte Estates building superintendent; and a third Seramonte Estates employee who managed them) promised to fix Ms. Ocampo's ceiling, but this promise was never fulfilled. Ms. Ocampo brought in videos to Seramonte Estates, LLC as evidence of damage to her unit which, given its size (a studio apartment with one main room), meant that her unit was largely uninhabitable. The water seeped into and ruined the books and student tests she needed for her job, threatening her source of income and livelihood.

9. Ms. Ocampo feared that the amount of water entering her apartment would also create life-endangering problems with the apartment's electricity.

10. Frustrated by the leaking roof, Ms. Ocampo attempted to solve the problem herself by hiring a repair person and buying her own supplies at Home Depot. However, Seramonte Estates,

LLC arranged to have the repair person's car towed on one occasion and then cut the same repair person's car's cables on another day.

11. Desperate to resolve the problem after nearly 20 days with a waterlogged and still-leaking ceiling, Ms. Ocampo then sent letters to the Hamden Fire Department and the Quinnipiack Valley Health Department, complaining about the dangerous conditions. Pl. Ex. 2. Per General Statutes § 19a-240 et seq. (health department authority) and Hamden Code of Ordinances § 8-5(B) (fire department authority), these are the agencies with jurisdiction to address Ms. Ocampo's claims.

12. The dangerous conditions in the apartment were not limited to the water damage and leaking. Rather, the increased humidity in the apartment created the perfect conditions for the growth of mold, which created a musty smell, damaged the paint in the apartment, damaged Ms. Ocampo's possessions, and exposed her to a serious health hazard.

13. Other conditions issues Ms. Ocampo experienced at Seramonte Estates during her tenancy included persistent issues with door handles not locking, broken laundry machines, broken laundry payment machines, unannounced cuts to water, and weekly false and unscheduled fire alarms—all of which Seramonte Estates, LLC failed to adequately mitigate.

14. Following her report of unsafe housing conditions, Ms. Ocampo was also subjected to the predatory towing practices of Seramonte Estates, LLC's contracted towing company MyHoopty.com LLC ("MyHoopty"). MyHoopty served as Seramonte Estates, LLC's agent at all relevant times.

15. Upon information and belief, Seramonte Estates, LLC broke the door handle of Ms. Ocampo's car while her car was in its correct location within the complex's parking lot and had MyHoopty capriciously tow Ms. Ocampo's car more than an hour away from the apartment.

Seramonte Estates, LLC and MyHoopty tried to base this towing on a rule requiring Ms. Ocampo to have her parking permits displayed directly below the rearview mirror instead of on the front dashboard where Ms. Ocampo had placed it. Seramonte Estates, LLC also refused to provide Ms. Ocampo a long-term parking permit when it provided those permits to other tenants, instead requiring her to use temporary permits that had to be replaced every few days and sometimes were completely unavailable. When Seramonte Estates, LLC refused to provide Ms. Ocampo with a temporary permit, she was forced to park in neighboring lots where she feared for both her own safety and her car's safety.

16. Seramonte Estates, LLC's gross misconduct caused Ms. Ocampo to experience extreme anxiety, fear, and emotional distress. Ms. Ocampo was anxious about her unit's horrible conditions, stressed about how Seramonte Estates, LLC's misconduct and its resulting harm would risk her employment, and fearful of Seramonte Estates, LLC's abusive and retaliatory treatment of her. Ms. Ocampo also feared having to walk alone at night to the parking lots outside of Seramonte Estates where she was sometimes forced to park, and she constantly worried that her car would be robbed in the unsecured lots.

17. Ms. Ocampo's distress resulted in harmful physical side effects, including significant loss of sleep and disruptive bouts of mental and emotional anguish.

18. During the incidents in question, Ms. Ocampo and Seramonte Estates, LLC were parties to a lease agreement.

19. The lease defined Ms. Ocampo as the "Resident" and Seramonte Estates, LLC as the "Landlord."

20. Upon information and belief, Section 9 of the lease provided as follows:

Resident(s) will not have to pay rent for any time that Resident(s) use and enjoyment of the Unit is materially affected because the Unit or the building is

damaged by fire or other casualty. If Resident(s) continues to occupy any portion of the Unit, Resident(s) rent shall be reduced by the decrease in the fair rental value of the Unit, which will be determined solely by Landlord. If said damage, was caused by Resident(s), or others mentioned above, Resident(s) will be responsible for payment of any and all losses, expenses and costs incurred by Landlord due to damage, as well as all rent due pursuant to this lease.

21. Ms. Ocampo's unit suffered a casualty event when severe weather caused heavy water damage, including a gaping hole in her ceiling and pouring water that destroyed her personal property. The damage severely impaired her enjoyment of the unit and threatened her professional standing due to destruction of the documents she needed for work.

22. However, Seramonte Estates, LLC provided no reduction in Ms. Ocampo's rent to account for the decrease in the fair value of her rent. Nor did Seramonte Estates, LLC permit Ms. Ocampo to discontinue her rental payments.

23. Ms. Ocampo did not cause the damage to her unit. Rather, she expended her own time, money, and other resources to attempt to fix the damage when Seramonte Estates, LLC refused to do so.

24. Seramonte Estates, LLC breached its contract with Ms. Ocampo when it (1) failed to repair Ms. Ocampo's ceiling in a timely manner and (2) failed to reduce her rent while her enjoyment of the unit was impaired.

COUNT II: BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
(as to Seramonte Estates, LLC)

1-24. Ms. Ocampo restates and incorporates all of her statements and allegations contained in paragraphs 1 through 24 of Count I in their entirety, as if fully rewritten herein.

25. The covenant of good faith and fair dealing in common law presupposes that the parties agree upon the terms and purposes of the contract, and that what is in dispute is the parties'

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