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KORY KLEIN

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES, SOUTHWEST JUDICIAL DISTRICT
TORRANCE COURTHOUSE

KORY KLEIN, an individual;

Plaintiff,

vs.

BEATA STYLIANOS, an individual; and
DOES 1 to 50, inclusive,

Defendants.

Case No. **22TRCV00335**

COMPLAINT FOR:

- 1. BREACH OF CONTRACT**
- 2. BREACH OF THE COVENANT OF QUIET ENJOYMENT**
- 3. TORTIOUS BREACH OF THE IMPLIED WARRANTY OF HABITABILITY**
- 4. CONTRACTUAL BREACH OF THE IMPLIED COVENANT OF HABITABILITY**
- 5. NEGLIGENCE**
- 6. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

JURY TRIAL DEMANDED

1 COMES NOW plaintiff KORY KLEIN, an individual (“Plaintiff”), and alleges the
2 following against defendant BEATA STYLIANOS (“Stylianos”), an individual, and DOES 1 TO
3 50, inclusive (sometimes collectively, “Defendants”), as follows:

4 **PARTIES, JURISDICTION AND VENUE**

5 1. This Court has jurisdiction over this entire action by virtue of the fact that this is a
6 civil matter that arose within the County of Los Angeles, the subject incidents and events occurred
7 in the County of Los Angeles, the property at issue in the action is located in the County of Los
8 Angeles, the matter in controversy exceeds the jurisdictional minimum of this Court, and venue is
9 proper for the reasons set forth herein and below.

10 2. Plaintiff Kory Klein is an individual residing County of Los Angeles, State of
11 California.

12 3. Defendant Stylianos is an individual and the owner of the property located in Los
13 Angeles County and that is the subject of the action. Stylianos resides in Washington, District of
14 Columbia. Stylianos is the CEO of Mission Critical Technologies, Inc. which does business in
15 Washington DC and California. The true names and capacities, whether individual, corporate, or
16 otherwise, of Defendants, DOES 1 through 50, inclusive, are unknown to Plaintiff, who therefore
17 sue said Defendants by such fictitious names and will ask leave of court to amend this Complaint
18 to show their true names and capacities when the same are ascertained. Plaintiff is informed and
19 believes and thereon alleges that each of the Defendants designated herein as a DOE is legally
20 responsible in some manner for the events and happenings herein referred to, and legally caused
21 injury and damages proximately thereby to Plaintiff as herein alleged.

22 4. At all times herein mentioned, Defendants, whether specifically identified or
23 designated herein as a DOE, and each of them, were the agents, apparent agent, employees,
24 servants, partners, joint venturers and participants with all other Defendants, and with each other,
25 and in doing the things hereinafter mentioned, were agents, employees, servants, partners, joint
26 venturers, and with the consent and permission of the co-Defendants, and each of them.

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1 **FACTS COMMON TO ALL CAUSES OF ACTION**

2 5. Before renting the Property, the Plaintiff had learned that Stylianos' husband had
3 passed away several years earlier. Therefore, prior to leasing the property Plaintiff asked
4 Stylianos' VRBO Host/Property manager, Alex Smith, of Smith Properties ("Smith"), if anyone
5 had ever died in the Property, and informed Smith that Plaintiff did not want to rent the Property if
6 this were the case. Smith confirmed with the Plaintiff that according to Stylianos her husband did
7 not die in the Property.

8 6. Shortly thereafter, in early September 2021, but before Plaintiff began his
9 occupancy of the Property in October 2021, Plaintiff received notification from LinkedIn that
10 Stylianos had viewed Plaintiff's LinkedIn social media profile. Plaintiff became concerned in
11 light of the timing of his prospective rental of the Property. But as a result of this notification,
12 Plaintiff obtained the link to Stylianos' LinkedIn profile. Plaintiff noticed that Stylianos very
13 prominently posted personal details about herself and "her journey" as a widow and female
14 technology executive on her LinkedIn profile including a link to her company website which also
15 very prominently mentioned her husband's sudden death.

16 7. On October 14, 2021, Plaintiff took possession of the Property under the rental
17 agreement and over the next several days encountered numerous conditions and deficiencies in the
18 Property that adversely impacted habitability and promptly notified Smith accordingly.

19 8. On or October 18, 2021, after receiving another notification from LinkedIn that
20 Stylianos had viewed Plaintiff's LinkedIn profile, and becoming increasingly concerned over
21 Stylianos' inquiries of him, Plaintiff sent a text message on LinkedIn to Stylianos to formally
22 introduce himself as the current tenant at the Property and mentioned that he had recognized her
23 last name from a former mutual connection. Stylianos cordially replied and asked Plaintiff if she
24 could contact him after his rental term ended about a book she was writing concerning "her
25 journey".

26 9. Within a day or two after this exchange, and after Plaintiff had separately
27 complained to Smith about more deficiencies and conditions of the Property, Smith advised
28 Plaintiff that Stylianos was uncomfortable with Plaintiff's communication with her because

1 Plaintiff knew she was a widow, which Stylianos falsely claimed was private and confidential
2 information, and on that pretext, she would bar him from renting the Property. In retaliation for
3 Plaintiff's complaints about the deficiencies and conditions at the Property, Stylianos falsely
4 accused Plaintiff of invading her privacy and began a campaign of retaliation, intimidation, and
5 harassment of Plaintiff.

6 10. On October 21, 2021, after being maliciously targeted by Stylianos for allegedly
7 invading her privacy, Plaintiff discovered that Stylianos had freely shared with the public through
8 numerous other social media networks highly sensitive and repetitive posts about intimate details
9 of her life, including that she was a victim of sexual assault by a mental health professional, that
10 she was a widow, that her husband died of a self-inflicted gunshot wound, and that she had PTSD.
11 Plaintiff further discovered through a public social media post that Stylianos's husband may have
12 committed this violent suicide in the Property. This discovery was exceedingly disturbing to the
13 Plaintiff. As a result, Plaintiff was essentially forced to vacate the Property because he could not
14 sleep there with the thought of a violent suicide that may have occurred in the Property. Plaintiff
15 began immediately looking elsewhere for another rental and advised Smith.

16 11. The Property that Defendants rented to Plaintiff was substandard.

17 12. Stylianos did not supply a box spring for the mattress in the master bedroom.
18 When the Plaintiff asked for a box spring to be supplied, as sleeping on the mattress with no
19 support within the bed frame had resulted in back pain, Smith informed Plaintiff that Stylianos had
20 cash flow problems and could not approve. A day or two later Smith authorized the Plaintiff to
21 purchase a box spring and said that Stylianos would reimburse him. It took five days for the box
22 spring to arrive. Meanwhile, the Plaintiff and his guest were confined to sleeping in a small bed in
23 the guest room.

24 13. Stylianos had not properly maintained the fireplace and chimney at the Property,
25 was informed by an expert of its hazardous condition (who also informed Plaintiff), and would not
26 agree to make the necessary repairs, again being told by Smith that Stylianos had cash flow
27 problems, and as a result, the Plaintiff was denied use of the fireplace.

28 14. Stylianos failed to have the Property properly cleaned before the Plaintiff's

1 arrival. The kitchen smelled of cigarettes, and cigarette butts and ash were scattered outside in the
2 front yard of the house. As a result, the Plaintiff hired his own cleaning personnel to remediate this
3 unacceptable condition.

4 15. Stylianos failed to maintain the gas line to the BBQ which had a gas leak. The
5 Plaintiff notified Smith, Plaintiff's agent, of this dangerous condition. If the Plaintiff had used the
6 BBQ as he planned, but had not noticed the smell of gas, he could have been seriously injured.

7 16. Plaintiff complained about each of these conditions to Defendants' agent, Smith,
8 and Smith advised Plaintiff that Stylianos' company supplies the technology in rockets that kill
9 people, which Plaintiff perceived as a thinly veiled threat from Stylianos.

10 17. Stylianos and Smith were very concerned that Plaintiff would leave a negative
11 review of the property on VRBO, and/or of Plaintiff's experience thus adversely affecting its
12 rental prospects.

13 18. In late December 2021, several weeks after Plaintiff's rental period had ended,
14 Plaintiff asked Smith via email when he would receive reimbursement for the various costs that he
15 incurred (advanced on Stylianos behalf) on the rental which Stylianos had approved two months
16 earlier. Smith falsely claimed he could not mail the reimbursement because he lacked Plaintiff's
17 address.

18 19. In February 2022, Stylianos continued her retaliation, harassment, and attempted
19 intimidation of Plaintiff in a written communication replete with patently false information.

20 20. In March 2022, Stylianos terminated Smith and instructed him to cancel the
21 VRBO rental listing. She has now listed the Property for sale.

22 **FIRST CAUSE OF ACTION**

23 **FOR BREACH OF RENTAL CONTRACT**

24 21. Plaintiff re-alleges and incorporates by reference the allegations contained in
25 previously stated paragraphs of this Complaint as if fully set forth herein.

26 22. Plaintiff rented 29 5th Street, Hermosa Beach, CA 90254 ("the Property") from
27 Stylianos for approximately one month through VRBO from October 14, 2021, to November 15,
28 2021, for \$8,753.12 ("Rental Agreement"). The basic terms of the Rental Agreement were stated

1 in writing both through the VRBO transaction and a separate Residential Lease Agreement.

2 23. The Plaintiff began to reside at the Property on October 14, 2021, and
3 immediately encountered various defects as alleged herein.

4 24. Stylianos breached the Rental Agreement, by, *inter alia*, failing to provide
5 habitable conditions at the Property, misleading Plaintiff to believe that her husband had not died
6 in the Property after Plaintiff had been told he had not, and in reliance on such representation,
7 began residing at the Property, and by engaging in the conduct alleged herein.

8 25. Plaintiff has performed all of his material obligations under the Rental
9 Agreement, except for those obligations for which his performance is excused.

10 26. As a direct and proximate result of Stylianos's breach of the Rental Agreement,
11 Plaintiff has been harmed, and has sustained damages in an amount to be proved at trial, but not
12 less than \$8,753.12, plus pre-judgment interest at the maximum rate permitted by law.

13 **SECOND CAUSE OF ACTION**

14 **FOR BREACH OF THE COVENANT OF QUIET ENJOYMENT**

15 27. Plaintiff re-alleges and incorporates by reference the allegations contained in
16 previously stated paragraphs of this Complaint as if fully set forth herein.

17 28. The residential lease contains an implied covenant of quiet enjoyment which
18 requires the owners and managers of real property to provide tenants with quiet enjoyment of the
19 Property.

20 29. Defendants interfered with Plaintiff's use and enjoyment of the Unit by
21 permitting substandard conditions to exist after receiving notice of said conditions from Plaintiff.

22 30. As a proximate cause of the Defendants' breach of the implied covenant of quiet
23 enjoyment, Plaintiff has suffered damages in an amount to be proven at time of trial and has
24 incurred attorney's fees for which he seeks recovery.

25 **THIRD CAUSE OF ACTION**

26 **FOR TORTIOUS BREACH OF THE IMPLIED WARRANTY OF HABITABILITY**

27 31. Plaintiff re-alleges and incorporates by reference the allegations contained in
28 previously stated paragraphs of this Complaint as if fully set forth herein.

1 Plaintiff has suffered economic and noneconomic damages and special damages to be ascertained
2 at time of trial.

3 **FIFTH CAUSE OF ACTION**

4 **FOR NEGLIGENCE**

5 43. Plaintiff re-alleges and incorporates by reference the allegations contained in
6 previously stated paragraphs of this Complaint as if fully set forth herein.

7 44. Defendants had a legal duty to use due care in the ownership, maintenance,
8 repair, and control of the Property, including maintaining the Property in a safe and habitable
9 condition.

10 45. Defendants breached their duty of care to Plaintiff in the ownership, maintenance,
11 and repair of the Property by allowing substandard conditions to exist and persist on the Property.

12 46. As a direct and proximate result of Defendants' breach of their duty of care,
13 Plaintiff has suffered, and continues to suffer, damages, including, but not limited to, rent paid
14 during the rental of the Property, severe emotional distress, discomfort, annoyance, and anxiety.
15 As a result, Plaintiff has been damage in an amount to be proven at time of trial.

16 **SIXTH CAUSE OF ACTION**

17 **FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

18 47. Plaintiff re-alleges and incorporates by reference the allegations contained in
19 previously stated paragraphs of this Complaint as if fully set forth herein.

20 48. The misconduct alleged herein of Stylianos and DOES 1 to 10 was outrageous and
21 caused Plaintiff to suffer severe emotional distress.

22 49. Stylianos, in retaliation for Plaintiff's complaints regarding the habitability of the
23 Property, intentionally engaged in a pattern of harassment of Plaintiff intended to cause Plaintiff
24 emotional distress.

25 50. As a direct and proximate result of the harassment of Stylianos, Plaintiff suffered,
26 and continues to suffer, damages, including, but not limited to, severe emotional distress,
27 discomfort, annoyance, and anxiety. As a result, Plaintiff has been damage in an amount to be
28 proven at time of trial.

1 51. Defendants acts as alleged herein were willful, outrageous, and intended to
2 oppress and harass Plaintiff, in reckless disregard of Plaintiff's rights, thus entitling Plaintiff to an
3 award of punitive damages pursuant to California Civil Code Section 3294.

4
5 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
6 follows:

7 1. On all causes of action, for economic and non-economic damages in an amount to
8 be proved at the time of trial. In addition:

9 2. On the First Cause of Action for Breach of Contract, for compensatory, special, and
10 consequential damages, in an amount to be proven at time of trial;

11 3. On the Second Cause of Action for Breach of the Covenant of Quiet Enjoyment,
12 for general, special, consequential, and punitive or exemplary damages, in an amount to be proven
13 at the time of trial, but sufficient to deter such conduct in the future;

14 4. On the Third Cause of Action for Tortious Breach of the Implied Warranty of
15 Habitability, for general, special, consequential and punitive or exemplary damages, in an amount
16 to be proven at the time of trial, but sufficient to deter such conduct in the future;

17 5. On the Fourth Cause of Action for Contractual Breach of the Implied Warranty of
18 Habitability, for compensatory, special, and consequential damages, in an amount to be proven at
19 time of trial;

20 6. On the Fifth Cause of Action for Negligence, for general, special, and
21 compensatory damages in an amount to be proven at the time of trial;

22 7. On the Sixth Cause of Action for Intentional Infliction of Emotional Distress, for
23 general, special and compensatory damages and punitive or exemplary damages, in an amount to
24 be proven at time of trial.

25 8. On all causes of action for pre-judgment interest to the extent allowed by law;

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- 9. On all causes of action for costs of suit incurred herein; and,
- 10. On all causes of action for such other and further relief as the Court deems just and proper.

Dated: May 2, 2022

CIRLIN GOLDBERG LLP

By: 

JASON N. CIRLIN
ROBERT D. GOLDBERG
Attorneys for Plaintiff,
KORY KLEIN

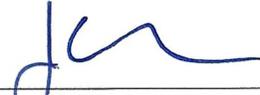
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DEMAND FOR JURY

Plaintiff hereby demands a jury on all claims and causes of action so triable.

Dated: May 2, 2022

CIRLIN GOLDBERG LLP

By: 

JASON N. CIRLIN
ROBERT D. GOLDBERG
Attorneys for Plaintiff,
KORY KLEIN