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13 ***NO FEE – CAL. GOVT. CODE § 6103***

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF LOS ANGELES**

16 THE PEOPLE OF THE STATE OF
17 CALIFORNIA,

18 Plaintiff,

19 v.

20 ULTIMATE HOST, LLC DBA THE
21 NIGHTFALL GROUP, a California limited
22 liability company,

23 MOKHTAR JABLI, an individual,

24 JUNGLE KERRY, INC., a California
25 corporation,

26 5554 GREEN OAK LLC, a California limited
27 liability company,

28 KIRILL “KIRK” AYZENBERG, as Trustee of
the Gabriel Mark Trust dated May 19, 2021, and

DOES 1-50, inclusive,

Defendants.

Case No.: **23ST CV 19069**

**COMPLAINT FOR INJUNCTIVE
RELIEF AND CIVIL PENALTIES FOR
VIOLATION OF:**

- (1) CALIFORNIA’S UNFAIR
COMPETITION LAW (CAL. BUS.
& PROF. CODE §§ 17200, ET
SEQ.); AND**
- (2) PUBLIC NUISANCE**

1 The People of the State of California (“People” or “Plaintiff”) bring this civil
2 enforcement action against Defendants Ultimate Host, LLC dba The Nightfall Group
3 (“Nightfall”), Mokhtar Jabli (“Jabli,” together with Nightfall, the “Nightfall Defendants”),
4 Jungle Kerry, Inc. (“Jungle Kerry”), 5554 Green Oak LLC (“Green Oak”), Kirill “Kirk”
5 Ayzenberg (“Ayzenberg”) as Trustee of the Gabriel Mark Trust dated May 19 (the “Trust”), and
6 Does 1 through 50, inclusive (collectively, “Defendants”), for violations of California’s Unfair
7 Competition Law and creation of a public nuisance. The People allege as follows:

8 **INTRODUCTION**

9 1. The People bring this action to stop Defendants’ flagrant, repeated, and ongoing
10 violations of Los Angeles Municipal Code provisions regulating short-term rentals (the “STR
11 Ordinance”) and the use of residential properties for large, loud, unruly parties (“Party House
12 Ordinance”) (together, the “Ordinances”).

13 2. In the last two years, the Los Angeles Police Department has been called out to
14 properties listed on Defendant Nightfall’s online short-term rental platform, nightfallgroup.com,
15 over 250 times in the Hollywood area alone, including over 150 calls specifically referencing
16 parties and excessive noise. For example, the so-called “Birds Villa” (9010 Hopen Place),
17 owned by Defendant Jungle Kerry, was the subject of 31 party-related calls for police assistance
18 over the last two years. During a particularly large party at the Birds Villa, two neighbors tried
19 to escape music so loud it made their house shake, only to find their driveway and street
20 completely blocked by partygoer traffic, trapping them in their home. This obstruction of ingress
21 and egress threatens the safety not only of the trapped neighbors but also of the entire
22 neighborhood because the Birds Villa, like many party houses associated with Nightfall, is
23 located in a part of the City of Los Angeles (the “City”) at high risk of fire.

24 3. According to Defendant Jabli, who is Nightfall’s CEO, “property inventory is the
25 lifeblood” of Nightfall’s business model. Defendants Jungle Kerry, Green Oak, and Ayzenberg
26 (together, the “Owner Defendants”) are owners of properties used as part of Nightfall’s short-
27 term rental and party house business. The Owner Defendants agree and consent to the use of
28 their properties as short term rentals and party houses in violation of the Ordinances. On

1 information and belief, the Owner Defendants agree and consent to this use in exchange for
2 above-market monthly rent paid by Nightfall and/or promises by Nightfall to facilitate the
3 eventual sale of the property. Nightfall then seeks to turn a profit by subletting the properties on
4 a short-term basis and by hosting or sponsoring parties at the properties.

5 4. While City residents suffer and are imperiled as a result of Defendants' conduct,
6 Defendants prosper. The Nightfall Defendants have built a large and growing business around
7 flouting the Ordinances and exacerbating the problems the laws were intended to address. The
8 Owner Defendants participate in and profit from Nightfall's law breaking. Nightfall currently
9 lists hundreds of residential homes as short-term rentals, including homes belonging to the
10 Owner Defendants. Defendants operate these homes as short-term rentals in violation of the
11 STR Ordinance, which limits a person to operating only one short-term rental property at a time,
12 and requires that the property be a person's primary residence. Defendants also violate the STR
13 Ordinance's other provisions which, among other things, require registration and the payment of
14 fees to the City.

15 5. Defendants use, and/or allow others to use, these short-term rentals as party
16 houses, bringing "excessive noise, traffic, obstruction of streets, service of alcohol to minors,
17 public drunkenness, fights, disturbances of the peace, vandalism, and litter"¹ into residential
18 neighborhoods. This is the very conduct the Los Angeles City Council sought to prevent when it
19 adopted the Party House Ordinance.

20 6. Defendants' illegal conduct described herein is demonstrated by, among other
21 things, Jabli's and Ayzenberg's own sworn statements in declarations under penalty of perjury
22 filed in actions in Los Angeles Superior Court, as well as leases and other agreements similarly
23 found in court files.

24 7. Defendants' actions constitute unlawful and unfair business practices in violation
25 of California's Unfair Competition Law. Moreover, Defendants' conduct has undermined the
26

27 _____
28 ¹ Ordinance No. 185451.

1 peace and safety of the City’s residential neighborhoods and will continue to do so unless
2 Defendants are enjoined by this Court.

3 8. In bringing this action, the People seek to enjoin Defendants from further harming
4 the public through their continued violations of the Ordinances and creation of a public nuisance.
5 The People also seek penalties of up to \$2,500 for each violation of each Ordinance. These
6 remedies are necessary to put an end to the public nuisance that Defendants have created, and to
7 deter Defendants and others from engaging in similar dangerous and disruptive conduct.

8 **PARTIES**

9 9. The People bring this civil law enforcement action by and through Los Angeles
10 City Attorney Hydee Feldstein Soto, pursuant to the authority granted under the UCL, California
11 Business and Professions Code sections 17204 and 17206(a).

12 10. Nightfall is a California limited liability company with its principal place of
13 business in Los Angeles County.

14 11. Jabli is an individual residing in the State of California. Jabli is the founder and
15 CEO of Nightfall, and on information and belief, designed and directs Nightfall’s illegal business
16 activities that are described below.

17 12. Jungle Kerry is a California corporation with its principal place of business in Los
18 Angeles County. Jungle Kerry is the owner of real property located at 9010 Hopen Place in the
19 City of Los Angeles (the “Birds Villa”).

20 13. Green Oak is a California limited liability company with its principal place of
21 business in Los Angeles County. Green Oak is the owner of real property located at 5554 Green
22 Oak Drive in the City of Los Angeles (the “Oak Mansion”).

23 14. Ayzenberg is an individual residing in California, and is the trustee of the Trust.
24 The Trust is the owner of real property located at 2304 Donella Circle in the City of Los Angeles
25 (the “Donella Mansion”).

26 15. The true names and capacities of the Defendants sued herein as Does 1 through
27 50, inclusive, are unknown to the People, and the People therefore sues these Defendants by such
28 fictitious names.

1 State of California and purposely avails itself of the benefits of doing business in California, and
2 because the violations of law alleged herein occurred in California in whole or in part.

3 24. The Superior Court has personal jurisdiction over Ayzenberg pursuant to
4 California Code of Civil Procedure section 410.10 because Ayzenberg is a resident of California,
5 because he purposely avails himself of the benefits of doing business in California, and because
6 the violations of law alleged herein occurred in California.

7 25. Venue is proper in the Los Angeles County Superior Court pursuant to California
8 Code of Civil Procedure sections 393 and 395.5 because the cause, or some part of the cause,
9 arose in Los Angeles County and liability arises from Defendants' conduct in Los Angeles
10 County.

11 **THE CITY'S SHORT TERM RENTAL ORDINANCE**

12 26. Driven by Internet-based platforms like nightfallgroup.com, short-term rentals—
13 rentals for 30 consecutive days or fewer—have proliferated in recent years in the City and
14 elsewhere. Short-term rentals have grown beyond individual homeowners and tenants renting
15 out space in the homes they occupy for supplemental income. Persons like Defendants have
16 built entire business models around letting out homes that have no primary resident on a short-
17 term basis, converting single-family homes into de facto hotels.

18 27. In December of 2018, the City enacted the STR Ordinance in an effort to address
19 the negative consequences of short-term rentals, which include the reduction of housing stock,
20 increased nuisance activity, and a negative impact on the residential character of neighborhoods.
21 The STR Ordinance went into effect on July 1, 2019, and the City began enforcing its provisions
22 on November 1, 2019.

23 28. The STR Ordinance amended the Los Angeles Municipal Code ("LAMC") to add
24 provisions regulating "Short Term-Rentals." A "Short-Term Rental" is defined as a rental unit,
25 "rented in whole or in part, to any Person(s) for transient use of 30 consecutive days or less."
26 LAMC § 12.22(A)(32)(b)(11). Short-term rental activity allowed by and conducted pursuant to
27 the requirements of the STR Ordinance is called "Home-Sharing" in the language of the
28 Ordinance. LAMC § 12.03. Eligible property owners and renters (with the written permission

1 of the landlord) are allowed to engage in Home-Sharing of their primary residence pursuant to
2 the STR Ordinance. LAMC § 12.22(A)(32)(c)(2).

3 29. The STR Ordinance prohibits any person from offering, advertising, booking,
4 facilitating, or engaging in short-term rental activity in a manner that does not comply with the
5 STR Ordinance. LAMC § 12.22(A)(32)(d)(1).

6 30. The STR Ordinance provides that hosts may *only* offer their primary residence—
7 defined as the residence in which the host resides for more than 6 months of the calendar year—
8 for short-term rentals, and limits hosts to operating no more than one short-term rental unit at a
9 time in the City. LAMC §§ 12.22(A)(32)(b)(9), (c)(2).

10 31. The STR Ordinance requires eligible hosts to submit an application, pay an
11 application fee, and obtain a registration number (“HSR number”) from the City’s Department of
12 City Planning before engaging in short-term rentals. All advertisements for short-term rentals
13 must clearly list the host’s City-issued registration number, and hosts may not engage in short-
14 term rentals for more than 120 days in a calendar year unless the host obtains a separate
15 Extended Home Sharing registration number from the City. Hosts must also pay a per-night fee
16 to the City for each night of short-term rental and collect Transient Occupancy Taxes from their
17 guests and remit them to the City. LAMC §§ 12.22(A)(32)(d), (e).

18 32. The STR Ordinance defines “Booking Service” as “[a]ny reservation and/or
19 payment service” provided by any person “that facilitates a Short-Term Rental transaction” and
20 for which the person “collects or receives, directly or indirectly through an agent or
21 intermediary, a fee in connection with the reservation and/or payment of services provided for
22 the transaction.” LAMC § 12.22(A)(32)(b)(2). A “Hosting Platform” is a person who
23 “participates in Short-Term Rental business by collecting or receiving a fee, directly or indirectly
24 through an agent or intermediary, for conducting a Booking Service transaction using any
25 medium of facilitation.” LAMC § 12.22(A)(32)(b)(5). A “Person” is an “individual, firm,
26 partnership, joint venture, association, social club, fraternal organization, joint stock company,
27 corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or
28 combination acting as a unit.” LAMC § 12.22(A)(32)(b)(7), LAMC § 21.7.2(a).

1 33. Short-term rentals are also subject to limitations on use and occupancy. “[S]ales
2 or exchange of products” and “events that charge a fee” are prohibited during short-term rental
3 activity, as are the use of sound-amplifying equipment (as that term is used in LAMC section
4 111.01(j)) after 10:00pm and outdoor congregations of more than 8 people (excluding children).
5 LAMC §§ 12.22(A)(32)(d)(9), (12). Short-term rental activities are also subject to the Los
6 Angeles Municipal Code’s noise regulations. LAMC § 12.22(A)(32)(d)(12). Regarding
7 occupancy, a short-term rental may have no more than two overnight guests (excluding children)
8 per habitable room. LAMC § 12.22(A)(32)(d)(11).

9 34. The STR Ordinance provides for multiple enforcement mechanisms, “in addition
10 to any criminal, civil or other legal remedy established by law.” LAMC § 12.22(A)(32)(g).

11 35. Any person who has violated the STR Ordinance may be subject to the provisions
12 of Los Angeles Municipal Code section 11.00. LAMC § 12.22(A)(32)(g)(2). Section 11.00
13 provides that any violation of the Los Angeles Municipal Code “is declared to be a public
14 nuisance” that may be abated “by means of a restraining order, injunction or any other order or
15 judgment in law or equity issued by a court of competent jurisdiction.” LAMC § 11.00(l).

THE CITY’S PARTY HOUSE ORDINANCE

17 36. The proliferation of short-term rentals in Los Angeles has coincided with the
18 increased use of residential homes to host large events and parties, effectively turning them into
19 nightclubs. These “party houses” (which are often being rented on a short-term basis) bring
20 noise, traffic, vandalism, litter, underage drinking, crime, and other nuisance activity into
21 residential neighborhoods. To mitigate the negative impacts of these events in residential
22 neighborhoods, the City enacted the Party House Ordinance.

23 37. The Party House Ordinance prohibits “Loud or Unruly Gatherings” at residential
24 buildings, declaring such gatherings to be a public nuisance and authorizing the City to abate
25 them “by all available means,” including but not limited to orders to vacate the residence where
26 the loud or unruly gathering is occurring and the issuance of citations. LAMC § 41.58.1(b).

27 38. A “Loud or Unruly Gathering” is “a gathering of persons at any Residence where
28 Loud or Unruly Conduct occurs at the Residence or within 500 feet of the Residence, and which

1 threatens or interferes with the public health, safety or welfare, or the comfortable enjoyment of
2 life and property.” LAMC § 41.58.1(a)(4). “Residence” means any residential building,
3 including garages, carports, walkways, yards, patios, decks, or other structures on a lot with a
4 residential building. LAMC § 41.58.1(a)(8).

5 39. “Loud or Unruly Conduct” includes any of the following conduct, if in violation
6 of the Los Angeles Municipal Code or State law: (a) loud noise; (b) obstructing streets or
7 sidewalks; (c) public intoxication or drinking in public; (d) serving alcohol to minors, or the
8 possession and/or consumption of alcohol by minors; (e) assault, battery, fights, domestic
9 violence, or other disturbances of the peace; (f) the sale or service of alcohol without a license;
10 (g) vandalism or destruction of property; (h) littering; (i) urinating or defecating in public; or (j)
11 trespassing. LAMC § 41.58.1(a)(3).

12 40. Violation of the Party House Ordinance subjects “the Owner and/or Responsible
13 Party to fines and/or penalties.” LAMC § 41.58(b). “‘Owner’ means any person who owns the
14 Residence where a Loud or Unruly Gathering occurs.” LAMC § 41.58(a)(6). A “Responsible
15 Party” is any person who: (a) “rents, leases, or otherwise is in charge of the Residence where a
16 Loud or Unruly Gathering occurs;” or (b) “organizes or sponsors a Loud or Unruly Gathering at
17 a Residence.” LAMC § 41.58.1(a)(9).

18 **DEFENDANTS’ VIOLATIONS OF THE STR ORDINANCE**

19 41. Nightfall operates a website at www.nightfallgroup.com, where it markets itself
20 as a “bespoke US travel concierge and luxury rentals company.” Nightfall also offers car rentals,
21 “event management,” and other services on its website. Defendant Jabli is the founder of
22 Nightfall, and remains an owner and officer of Nightfall. On information and belief, Jabli
23 designed Nightfall’s illegal business practices, as described herein, and at all relevant times has
24 directed and directly participated in those illegal business practices.

25 42. Through its website, Nightfall offers residential homes within the City—so-called
26 “villas”—for rent on a short-term basis. As of the date of this Complaint, the Nightfall website
27 lists hundreds of private residences for rent in Los Angeles and allows customers to book those
28

1 residences for rent on a short-term basis. Accordingly, Nightfall is a “Hosting Platform” within
2 the meaning of the STR Ordinance.

3 43. Customers may book a rental by submitting an inquiry via the Nightfall website
4 indicating the “villa” the customer would like to reserve, the dates the customer would like to
5 check in and check out, and the number of people who will be staying in the “villa.” The
6 customer is then contacted by a Nightfall representative to complete the booking. Nightfall
7 enters into written agreements which it calls “Vacation Rental Leases” with its customers that,
8 among other things, set forth the dates on which the customer will check in and check out of the
9 property and the amount to be paid for the rental. Nightfall has executed “Vacation Rental
10 Leases” in the City for stays as short as three nights, and has charged as much as \$16,000 per
11 night for short-term rentals in the City.

12 44. Nightfall is not just a booking service. Instead, Nightfall seeks to capture the
13 front end of the business as well by entering into leases with homeowners that purport to entitle
14 Nightfall, now as the “tenant,” to sublet the property on a short-term basis. Jabli himself
15 submitted a declaration in an action relating to a dispute over the lease for the Donella Mansion
16 where he stated that Nightfall made over \$150,000 per month in profit from that one house, and
17 that “property inventory is the lifeblood” of Nightfall’s business.

18 45. The Owner Defendants participate in and profit from Nightfall’s business model.
19 Each Owner Defendant owns (or previously owned) at least one “villa” that is or has been listed
20 for rent on the Nightfall website, and has (or previously had) a lease agreement for that property
21 with either Nightfall or Jabli that permitted the use of the property as a short-term rental in
22 violation of the STR Ordinance. On information and belief, the Owner Defendants each received
23 above-market monthly rent from Nightfall in exchange for providing “property inventory” for
24 Nightfall’s short-term rental business and permitting Nightfall and/or Nightfall’s customers to
25 use the property for parties.

26 46. According to a declaration he submitted in the action relating to the Donella
27 Mansion in May of this year, Ayzenberg had “several lease agreements” with Nightfall,
28 including for the Donella Mansion and another property located at 9459 Beverly Crest Drive.

1 The Donella Mansion lease, which is publicly available in court files, purports to entitle Nightfall
2 to sublet the house as a short-term rental and to advertise it on various websites, including
3 nightfallgroup.com. It also provides that the owner “will cooperate with [Nightfall] if they need
4 to pull permits for the home-sharing program in the city of Los Angeles/Bel Air.” However,
5 City records show that no home-sharing application for the Donella Mansion has ever been
6 submitted to the City’s Planning Department, and that the property has never been registered for
7 home-sharing.

8 47. In addition to providing “property inventory” to Nightfall, Ayzenberg participated
9 directly in arranging short-term rental bookings for the Donella Mansion. Azyenberg’s
10 declaration attached messages between Ayzenberg and Nightfall representatives, including Jabli
11 and Nightfall’s “CFO and real estate agent” Daniel Dangoor, where they communicated
12 “regarding scheduling short-term rentals with prospective tenants.” Those messages included
13 information about the duration of short-term customers’ stays, what the customers would be
14 using the property for, and the price Ayzenberg quoted for each short-term booking. On
15 information and belief, Ayzenberg similarly communicated regarding, participated in, and agreed
16 to short-term rental bookings for other properties he or the Trust owns.

17 48. According to court records, Jungle Kerry leased the Birds Villa to Jabli. On
18 information and belief, in late 2022, Jungle Kerry began permitting Jabli and/or Nightfall to
19 sublet the property on a short-term basis in exchange for inflated monthly rent to be paid by Jabli
20 or Nightfall. A copy of the lease, publicly filed in the Los Angeles Superior Court by Jungle
21 Kerry, shows an initial monthly rent of \$28,000 per month. An addendum, also filed in court by
22 Jungle Kerry, shows a reduction in rent for the months of September and October of 2021,
23 followed by an increase to \$44,000 per month beginning in November 2021—a 57% increase
24 over the initial amount. The addendum also provided that rent could be paid by either Jabli or
25 Nightfall.

26 49. Nightfall’s website currently lists hundreds of residential properties as available
27 for rent in the City of Los Angeles. The vast majority of these listings do not include any HSR
28 number, which short-term rental hosts are required to include in every short-term rental listing.

1 50. Nightfall and Jabli also entered into multiple, concurrently running leases for
2 multiple properties for the express purpose of converting them into short-term rentals. By
3 definition, these properties thus lack a primary resident—a prerequisite to the lawful use of a
4 property as a short-term rental in the City. No home-sharing registration number has been issued
5 to either Nightfall or Jabli.

6 51. According to a three-day notice to pay rent or quit the premises posted outside of
7 the Birds Villa in December of 2022 and ongoing unlawful detainer proceedings, Jabli is or was
8 a tenant there. On information and belief, the Birds Villa is not Jabli’s primary residence. City
9 records indicate that the Birds Villa has never been registered for home sharing with the City.
10 However, the Birds Villa is regularly used for short-term rentals, as observed by neighbors who
11 have witnessed guests coming and going, and cleaning crews readying the property for its next
12 short-term rental. The Birds Villa is also the frequent location of large parties, which cause loud,
13 disruptive gatherings in the street, obstruction of ingress and egress due to heavy traffic and
14 illegally-parked cars, loud music playing into the early-morning hours, litter, and other nuisance
15 activity. Organizing, sponsoring, and/or allowing such parties at residential homes like the Birds
16 Villa is another central piece of Defendants’ unlawful business model.

17 **THE OWNER DEFENDANTS’ PROPERTIES AND OTHER NIGHTFALL-MANAGED**
18 **PROPERTIES ARE USED AS UNLAWFUL PARTY HOUSES**

19 52. An unfortunate byproduct of the surge of unlawful short-term rentals in the City is
20 the use of these properties for events and large parties. While not all so-called “party houses” are
21 short-term rentals, many are. LAPD Hollywood Division Senior Lead Officers estimate that the
22 majority of the most problematic party houses they encounter are short-term rentals. The
23 proliferation of party houses has led to numerous calls to LAPD from affected neighbors and the
24 regular deployment of “party cars”—LAPD units specifically dedicated to responding to the
25 influx of party-related calls during periods of high party house activity, such as holiday
26 weekends, and during the height of COVID-19 restrictions.

27 53. Defendants are major contributors to the party house problem. In the last two
28 years, law enforcement has been called out to properties associated with Nightfall over 250 times

1 in the Hollywood area alone, including more than 150 calls for parties and noise. The Birds
2 Villa, alone, was the subject of 31 party-related calls for police assistance over the last two years.
3 On December 16, 2022, LAPD issued a citation for a loud or unruly gathering at the Birds Villa.
4 The officer who issued the citation could hear amplified music playing at the house from
5 approximately 100 yards away.

6 54. In addition to short-term “villa” rentals, Nightfall offers event management
7 services on its website, including “Club/nightlife events”—in other words, parties. In response
8 to an inquiry about a prospective event at the Birds Villa, a Nightfall representative stated that
9 Nightfall could provide the home for three nights, along with two bartenders, enough alcohol to
10 serve 30 guests, a DJ, four dancers, and a professional poker dealer—all for \$20,000.

11 55. Nightfall frequently provides these party services at the Birds Villa, as evidenced
12 by the arrival of Nightfall-branded vehicles and a Nightfall employee to set up the event, as well
13 as the presence of a Nightfall-branded doormat during the event. On information and belief,
14 Nightfall organizes and has organized numerous other parties at its other “villas” in the City,
15 and/or has allowed such parties to take place at properties that Nightfall leases.

16 56. The party that led to the December 16 citation was not an isolated incident. The
17 Birds Villa has been the site of numerous parties over the past year, many of which extend into
18 the early morning hours and bring noise, traffic, trespass onto neighboring properties, and other
19 disturbances into the residential neighborhood in which the property sits. In November of 2022,
20 a party at the Birds Villa resulted in music so loud that it caused a neighboring house to shake.
21 According to a neighbor, this loud music played until approximately 3:00 am.

22 57. The Birds Villa sits on Hopen Place, a small cul-de-sac that can only be accessed
23 from Blue Jay Way, and has limited parking. During the November 2022 party, traffic and
24 illegally parked cars on Hopen Place and Blue Jay Way completely blocked ingress and egress,
25 essentially trapping neighbors in their homes. This is a frequent occurrence. Given that the
26 neighborhood is made up of multiple cul-de-sacs and narrow streets, with Blue Jay Way as the
27 only way in and out, heavy traffic congestion would make it difficult for emergency services to
28 quickly reach the area or for neighbors to quickly evacuate. This is especially concerning given

1 the fact that dried brush has been allowed to accumulate at the back of the property, just below a
2 deck where partygoers frequently smoke in an area that is sometimes subject to high winds. If a
3 fire were to break out during a Birds Villa party, the ability of firefighters to reach the blaze and
4 the ability to evacuate the area would be seriously hindered. The same is true if any neighbor or
5 partygoer were to experience a medical or other emergency.

6 58. The Birds Villa is far from the only party house associated with Nightfall. The
7 property Nightfall lists as the “Sunset Mansion,” located at 8356 Sunset View Drive, has been
8 visited by LAPD 25 times in the last three years in response to calls for assistance due to parties
9 and noise. Violent incidents have also been reported during parties at the Sunset Mansion.
10 LAPD responded to the property twice in a single night—June 21, 2022—once in response to a
11 call about a fight, and again in response to a report that a man had threatened another person with
12 a gun. According to a separate police report, a battery allegedly occurred during a party at the
13 Sunset Mansion on the evening of August 27, 2022, during which the victim was punched,
14 kicked, and dragged across the floor.

15 59. Police have been called out to 1307 Sierra Alta Way, listed as the “Sierra Villa”
16 on the Nightfall website, 13 times in the last three years, including one call reporting a man with
17 a gun.

18 60. LAPD has also responded to nine noise and party-related calls at the Oak
19 Mansion, which is owned by Green Oak, over approximately six months. In one call, the caller
20 alleged seeing narcotics activity at the property. Neighbors most often called the police due to
21 excessive noise. The Oak Mansion has speakers on the roof and in the back yard. Loud music
22 played during parties has prevented neighbors from sleeping, and, on at least one occasion,
23 continued until 6 a.m.

24 61. Parties and other nuisance activity continue at other Nightfall-affiliated properties.
25 Nightfall continues to host parties and events at the Birds Villa, where neighbors observed short-
26 term guests as recently as June 14, 2023, and LAPD received complaints about parties as
27 recently as July 13 and July 15, 2023. On June 9, 2023, LAPD issued a citation for amplified
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1 music at 1232 Sunset Plaza Drive, a property referred to on the Nightfall website as the “Belfast
2 Villa.”

3 62. But loud, raucous parties are far from the only blight that party houses bring into
4 the City’s residential neighborhoods. Party houses have also been associated with violent crime,
5 including gun violence. LAPD has received calls regarding violence and individuals with guns
6 at parties being held at properties listed for rent on Nightfall’s website—including two assault
7 with a deadly weapon calls at the same property on a single night. Defendants’ short-term rental
8 and party house activities present a serious threat to public safety.

9 **ENFORCEMENT AUTHORITY**

10 **Unfair Competition Law (“UCL”)**

11 63. California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*
12 prohibits “unfair competition,” which “mean[s] and include[s] any unlawful, unfair or fraudulent
13 business act or practice.” Cal. Bus. & Prof. Code § 17200. “By proscribing any unlawful
14 business practice, section 17200 borrows violations of other laws and treats them as unlawful
15 practices that the unfair competition law makes independently actionable.” *Cel-Tech*
16 *Comm’ns., Inc. v. L.A. Cellular Tel. Co.*, 20 Cal. 4th 163, 180 (1999) (quotations omitted).
17 “Virtually any law—federal, state or local—can serve as a predicate for a [UCL] action.” *State*
18 *Farm Fire & Cas.Co. v. Super. Ct.*, 45 Cal. App. 4th 1093, 1102-03 (1996). Thus, a violation of
19 the STR Ordinance or the Party House Ordinance is a violation of the UCL.

20 64. Under the UCL, the Los Angeles City Attorney is empowered to file a civil law
21 enforcement action on behalf of the People of the State of California against any “person” who
22 engages, has engaged, or proposes to engage in unfair competition. *See* Cal. Bus. & Prof. Code
23 §§ 17203, 17204, 17206. The UCL defines “person” to “mean and include natural persons,
24 corporations, firms, partnerships, joint stock companies, associations and other organizations of
25 persons.” Cal. Bus. & Prof. Code § 17201.

26 65. The UCL states that “[a]ny person who engages, has engaged, or proposes to
27 engage in unfair competition may be enjoined in any court of competent jurisdiction” and that
28 “[t]he court may make such orders or judgments, including the appointment of a receiver, as may

1 be necessary to prevent the use or employment by any person of any practice which constitutes
2 unfair competition.” Cal. Bus. & Prof. Code § 17203.

3 66. The UCL further provides that in connection with a government enforcement
4 action on behalf of the People of the State of California, which includes those filed by the Los
5 Angeles City Attorney, “[a]ny person who engages, has engaged, or proposes to engage in unfair
6 competition shall be liable for a civil penalty not to exceed two thousand five hundred dollars
7 (\$2,500) for each violation.” Cal. Bus. & Prof. Code § 17206(a).

8 67. Under the UCL, “the remedies or penalties . . . are cumulative to each other and to
9 the remedies or penalties available under all other laws of this state.” Cal. Bus. & Prof. Code §
10 17205.

11 **Los Angeles Municipal Code**

12 68. The Los Angeles Municipal Code states that “any violation of any provision of
13 this Code is declared to be a public nuisance and may be abated by the City or by the City
14 Attorney on behalf of the people of the State of California as a nuisance by means of a
15 restraining order, injunction, or any other order or judgment in law or equity issued by a court of
16 competent jurisdiction. The City or the City Attorney, on behalf of the people of the State of
17 California, may seek injunctive relief to enjoin violations of, or to compel compliance with, the
18 provisions of this Code or seek any other relief or remedy available at law or equity.” LAMC §
19 11.00(1).

20 **FIRST CAUSE OF ACTION**

21 **AGAINST ALL DEFENDANTS FOR VIOLATIONS OF THE UCL**

22 69. Plaintiff incorporates herein by reference all preceding allegations as though fully
23 set forth herein.

24 70. The UCL prohibits any person from engaging in “any unlawful, unfair, or
25 fraudulent business act or practice.” Cal. Bus. & Prof. Code § 17200.

26 71. Defendants are “persons” subject to the UCL. Cal. Bus. & Prof. Code § 17201.

27 72. Defendants are “Persons” within the meaning of the STR Ordinance.
28

1 73. All Defendants have engaged and continue to engage in unlawful business
2 practices by offering, advertising, booking, facilitating, and/or engaging in short-term rental
3 activity in the City because they are engaging in the short-term rental of properties that are not
4 primary residences, because they do not have valid home-sharing registration numbers for the
5 residences they rent, and/or because they rent out units that for other reasons are not eligible for
6 short-term rentals under the STR Ordinance.

7 74. All Defendants have engaged and continue to engage in unlawful business
8 practices by offering, advertising, booking, facilitating, and/or engaging in short-term rentals
9 using advertisements that do not clearly list a City-issued home-sharing registration number.

10 75. On information and belief, all Defendants have engaged and continue to engage in
11 unlawful business practices by renting out properties on a short-term basis for more than 120
12 days in a calendar year without a valid City-issued extended home sharing registration.

13 76. All Defendants have engaged and continue to engage in unlawful business
14 practices by aiding and abetting evening outdoor congregations of more than eight adults during
15 short-term rental activity.

16 77. All Defendants have engaged and continue to engage in unlawful business
17 practices by aiding and abetting the outdoor use of sound amplifying equipment after 10:00 p.m.

18 78. Each of the Owner Defendants has entered into agreements with Nightfall and/or
19 Jabli to conduct short-term rental activities at their properties, and have engaged in conduct in
20 furtherance of such agreements.

21 79. Additionally, or in the alternative, the Owner Defendants have aided and abetted
22 violations of the STR Ordinance by the Nightfall Defendants.

23 80. Defendants Nightfall, Jabli, and Ayzenberg have engaged and continue to engage
24 in unlawful business practices by operating more than one short-term rental unit in the City at a
25 time.

26 81. Nightfall has engaged and continues to engage in unlawful business practices by
27 processing or booking transactions for short-term rentals for hosts who do not have a valid
28

1 home-sharing registration number or a pending registration status number issued by the City at
2 the time the booking transaction was processed or completed.

3 82. All Defendants have engaged and continue to engage in unlawful business
4 practices by renting, leasing, or otherwise being in charge of residences in the City where Loud
5 or Unruly Gatherings occur in violation of the Party House Ordinance.

6 83. The Owner Defendants have also engaged and continue to engage in unlawful
7 business practices as the owners of residences where Loud or Unruly Gatherings occur in
8 violation of the Party House Ordinance.

9 84. The Nightfall Defendants have also engaged and continue to engage in unlawful
10 business practices by organizing, sponsoring, hosting, and/or aiding and abetting Loud or Unruly
11 Gatherings at residences in the City.

12 85. Further, Defendants engage and continue to engage in unfair business practices.
13 Defendants' violations of the Ordinances described herein are immoral, unethical, oppressive,
14 unscrupulous or substantially injurious to consumers, and the harm caused to the public by the
15 proliferation of illegal short-term rentals and party houses outweighs the utility of Defendants'
16 conduct.

17 86. Defendants Jabli and Ayzenberg are also individually liable for the acts alleged in
18 this Complaint. Defendant Jabli is the CEO and founder of Nightfall, and designed Nightfall's
19 unlawful business model. He personally directed and participated in all of Nightfall's illegal
20 conduct in violation of the UCL outlined in this Complaint, including but not limited to
21 developing Nightfall's inventory of "villas" and executing leases between Nightfall and owners
22 of the "villas," coordinating with Nightfall's landlords to schedule short-term rentals, and on
23 information and belief, approving the listings on Nightfall's website and soliciting property
24 owners to convert residential homes into short-term "villas" for Nightfall's use.

25 87. Defendant Ayzenberg is the trustee for the Trust that owns the Donella Mansion.
26 He personally participated in the illegal conduct prohibited by the UCL by leasing property to
27 Nightfall with the knowledge and intent that the property would be used as part of Nightfall's
28

1 business model, and coordinating with Nightfall representatives to negotiate, schedule, and book
2 short-term rentals.

3 88. Unless enjoined, Defendants will continue to violate the UCL as described above.

4 **SECOND CAUSE OF ACTION**

5 **PUBLIC NUISANCE**

6 **AGAINST ALL DEFENDANTS**

7 89. Plaintiff incorporates herein by reference all preceding allegations as though fully
8 set forth herein.

9 90. Plaintiff asserts this cause of action pursuant to Code of Civil Procedure section
10 731 to enjoin the creation of a public nuisance by Defendants' conduct.

11 91. Any "violation of any provision of" the Los Angeles Municipal Code "is declared
12 to be a public nuisance." LAMC § 11.00(l). Defendants' violations of the STR Ordinance and
13 the Party House Ordinance thus constitute a public nuisance.

14 92. Additionally, or in the alternative, the Nightfall Defendants' conduct in hosting,
15 organizing, managing, sponsoring, causing, permitting, aiding, abetting, and/or suffering parties
16 and other large events at residential properties unreasonably interferes with public health and
17 with rights common to the general public, including the free passage or use of public streets, and
18 the quiet and peaceful enjoyment of residential neighborhoods. This interference occurs in the
19 City and harms a considerable number of City residents.

20 93. Additionally, or in the alternative, the Owner Defendants' conduct in permitting,
21 aiding, abetting, and/or suffering parties and other large events at residential properties
22 unreasonably interferes with public health and with rights common to the general public,
23 including the free passage or use of public streets, and the quiet and peaceful enjoyment of
24 residential neighborhoods. This interference occurs in the City and harms a considerable number
25 of City residents.

26 94. Unless enjoined, Defendants will continue to create a public nuisance as described
27 above.

28 ///


PRAYER FOR RELIEF

Wherefore, Plaintiff prays that:

1. Defendants be enjoined from engaging in short-term rental activity in the City, except as specifically authorized by the STR Ordinance;
2. Defendants be enjoined from organizing, sponsoring, permitting, aiding and abetting, or otherwise facilitating Loud or Unruly Gatherings in the City;
3. Defendants be assessed a civil penalty of up to \$2,500 for each violation of the UCL described above;
4. Plaintiff recover the costs of this action; and
5. Plaintiff be granted such other and further relief as this Court may deem to be just and proper.

Dated: August 10, 2023

Respectfully submitted,
OFFICE OF THE LOS ANGELES CITY
ATTORNEY

By: 

TIFFANY TEJEDA-RODRIGUEZ
Deputy City Attorney

Attorneys for Plaintiff,
THE PEOPLE OF THE STATE OF
CALIFORNIA