

1 ALAN RADER (State Bar No.
2 MATTHEW T. KLINE (State Bar No.
3 JUSTIN B. FARAR (State Bar No.
4 JAMES L. GREELEY (State Bar No.
5 O'MELVENY & MYERS LLP
6 1999 Avenue of the Stars, Seventh Floor
7 Los Angeles, California 90067-6035
8 Telephone: (310) 553-6700
9 Facsimile: (310) 246-6779

10 Attorneys for Plaintiffs

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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

15 **Case No.:**

16 Assigned to The Honorable Charles W. McCoy
17 **(Complex Litigation Program)**

18 **SECOND AMENDED COMPLAINT FOR:**

- 19 1. PERSONAL INJURIES (NEGLIGENCE
20 PER SE, NEGLIGENCE, AND
21 NEGLIGENT INFLICTION OF
22 EMOTIONAL DISTRESS); and
23 2. INTENTIONAL INFLICTION OF
24 EMOTIONAL DISTRESS

25 Complaint Filed: August 15, 2002
26 Dept.: 323
27 Discovery Cutoff:- None
28 Pretrial Conference: None
Trial Date: None

(Demand For Jury Trial)

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Plaintiffs,

v.

Defendants.

Plaintiffs, by and through their undersigned attorneys, hereby complain against Defendants

Does 1-20, inclusive, as follows:

INTRODUCTION

1. This lawsuit is brought by a group of children and adults who formerly lived at the multi-unit apartment building located in the City of (hereafter "the Property"). As explained herein, during their tenancy at the Property Plaintiffs were exposed to dangerous levels of lead as a result of lead-based paint and lead-based air hazards that developed due to the extreme negligent and reckless conduct of Defendants, the former and current owners of the Property.

1 lead-safety requirements and protocols. Virtually none of this activity was undertaken in a
2 manner designed to prevent lead exposure to Plaintiffs.

3 6. Defendants have also exposed Plaintiffs to lead-based paint hazards without providing
4 them legally required notifications and warnings. And, Defendants generally ignored Plaintiffs'
5 requests to abate the lead-based paint hazards and to conduct renovation in a safe manner.

6 7. As a result of Defendants' acts and omissions, Plaintiffs have been exposed to lead by
7 ingestion and inhalation. As a consequence of this lead ingestion and inhalation, Plaintiffs, as
8 well as other tenants at the Property, have suffered physical and cognitive symptoms associated
9 with lead poisoning and lead exposure – such as nausea, hyperactivity, stomach cramps, constant
10 headaches, reproductive problems, muscle aches, irritability, memory loss, and vomiting. In fact,
11 one of Plaintiffs' chief medical doctors has confirmed that Plaintiffs' injuries were likely caused
12 by exposure to lead at the Property, and effectively ruled out other possible sources of lead
13 exposure.

14 8. Despite their knowledge that lead exists in the Property and that Plaintiffs have
15 exhibited symptoms associated with lead poisoning and lead exposure,
16 continued to perform unsafe renovations of the Property in direct
17 violation of city, county, state, and federal safety standards. Defendants intentionally used these
18 unsafe renovations – as well as the threat of similarly harmful and even more extensive
19 renovations scheduled to take place in the near future – as a lever to force Plaintiffs to vacate
20 immediately their rent controlled apartments. Worse still, Defendants then permanently disposed
21 of and destroyed probative evidence of toxins at the Property. Defendants refused to comply with
22 Plaintiffs' formal requests that Defendants preserve such evidence, and continued their spoliation.

23 **THE PARTIES¹**

24 9. Plaintiff an adult male who lived as a tenant at the Property for 4
25 years, until October 2002.

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1 10. Plaintiff is an adult female who lived as a tenant at the Property for 4
2 years, until October 2002.

3 11. Plaintiff by and through her Guardian ad Litem, is a
4 6-year old girl who lived as a tenant at the Property for 4 years, until October 2002.

5 12. Plaintiff by and through his Guardian ad Litem, , is an
6 8-year old boy who lived as a tenant at the Property for 4 years, until October 2002.

7 13. Plaintiff is an adult female who lived as a tenant at the Property for 5
8 years, until September 2002.

9 14. Plaintiff by and through her Guardian ad Litem, is
10 a 9-year old girl who lived as a tenant at the Property for 5 years, until September 2002.

11 15. Plaintiff , is an adult male who lived as a tenant at the Property for 9
12 years, until August 2002.

13 16. Plaintiff is an adult female who lived as a tenant at the Property for
14 9 years, until August 2002.

15 17. Plaintiff by and through her Guardian ad Litem, .
16 , is a 13-year old girl who lived as a tenant at the Property for 9 years, until August 2002.

17 18. Plaintiff , by and through his Guardian ad Litem,
18 is an 11-year old boy who lived as a tenant at the Property for 9 years, until August 2002.

19 19. Plaintiff is an adult female who lived as a tenant at the Property for 10
20 years, until July 2002.

21 20. Plaintiff is an adult male who lived as a tenant at the Property
22 for 10 years, until July 2002.

23 21. Plaintiff , by and through his Guardian ad Litem,
24 is a 13-year old boy who lived as a tenant at the Property for 10 years, until July 2002.

25 22. Plaintiff , by and through his Guardian ad Litem, , is
26 an 8-year old boy who lived as a tenant at the Property for his entire life, until July 2002.

27 23. Plaintiff by and through his Guardian ad Litem, is a 3-
28 year old boy who lived as a tenant at the Property for his entire life, until July 2002.

1 24. Plaintiff is an adult female who lived as a tenant at the Property for 4
2 years, until September 2002.

3 25. Plaintiff is an adult male who lived as a tenant at the Property for 4
4 years, until September 2002.

5 26. Plaintiff , by and through his Guardian ad Litem, is a 7-year
6 old boy who lived as a tenant at the Property for 4 years, until September 2002.

7 27. Plaintiff , by and through his Guardian ad Litem, is
8 an 18-month old boy who lived as a tenant at the Property for 18 months, until September 2002.

9 28. Plaintiff is an adult female who lived as a tenant at the Property for 4
10 years, until October 2002.

11 29. Plaintiff by and through his Guardian ad Litem, is a
12 6-year old boy who lived as a tenant at the Property for 4 years, until October 2002.

13 30. Plaintiff by and through her Guardian ad Litem, is a 9-
14 year old girl who lived as a tenant at the Property for 4 years, until October 2002.

15 31. Plaintiff is an adult female who lived as a tenant at the Property for 4
16 years, until October 2002.

17 32. Plaintiff , by and through his Guardian ad Litem, is an
18 11-year old boy who lived as a tenant at the Property for 4 years, until October 2002.

19 33. Plaintiff ; by and through his Guardian ad Litem, is
20 a 7-year old boy who lived as a tenant at the Property for 4 years, until October 2002.

21 34. Plaintiff , by and through her Guardian ad Litem, , is
22 a 5-year old girl who lived as a tenant at the Property for 4 years, until October 2002.

23 35. is an adult female who lived as a tenant at the Property for 7 years,
24 until September 2002.

25 36. , by and through her Guardian ad Litem, is a 10-
26 year old girl who lived as a tenant at the Property for 7 years, until September 2002.

27 37 is an adult female who lived as a tenant at the Property for 3 years, until
28 September 2002.

1 38. , by and through his Guardian ad Litem, is a 3-year old boy
2 who lived as a tenant at the Property for his entire life, until September 2002.

3 39. Defendant is California corporation with its principal place of business in
4 County, California. Plaintiffs are informed and believe that at relevant times herein
5 South Lake has been the true owner of the Property and has been responsible for maintaining the
6 Property in a lawful, habitable condition.

7 40. Plaintiffs are also informed and believe that is the alter ego and/or agent
8 of Defendants Plaintiffs are informed and believe that equity and
9 justice demand that separate corporate form be disregarded because, among other
10 reasons, it is undercapitalized, its primary asset (the Property) is encumbered by large loans, it has
11 never obtained sufficient insurance to pay foreseeable personal injury liability claims caused by
12 lead or lead paint, and it can barely meet its financial obligations on a month-to-month basis. For
13 example, on a number of occasions when different individual Plaintiffs attempted to cash checks
14 for \$2,500.00 from the checks bounced because lacked sufficient funds
15 in its account. In addition to being undercapitalized, Plaintiffs are informed and believe that
16 fails to observe corporate formalities and that it shares offices, employees, and legal
17 counsel with its "alter egos" – Defendants – who along with Defendant
18 affairs. Furthermore, Plaintiffs are informed and believe that
19 South Lake is a mere shell, instrumentality or conduit for a single venture – *i.e.*, ownership and
20 management of the Property.

21 41. is a California corporation with its principal place of business in
22 County, California. Until April 19, 2002, was registered as a California corporation under
23 the name There exists, and at all times herein mentioned there
24 existed, a unity of interest and ownership between and , such that any
25 individuality and separateness between and has ceased, and is the
26 alter ego of . Plaintiffs are informed and believe that and share the same
27 offices, employees, officers and directors, and attorneys. Plaintiffs are also informed and believe
28 and corporate records are confused for one another and that the officers and

1 directors of the two companies confuse the two entities. For example, when dealing with a tenant
2 of the Property concerning his legal claims, sent a fax from on the letterhead
3 of Plaintiffs are further informed and believe that at relevant times herein (a) has
4 dominated the affairs of and used it to accomplish the activities set forth herein;
5 (b) there is such a unity of interest and ownership between and that their
6 separate personalities no longer exist; (c) a failure to disregard the form of would
7 promote injustice; (d) is the alter ego of and (e) acts as
8 agent.

9 42. Defendant is an individual whose residence is within the County of
10 Plaintiffs are informed and believe that at relevant times herein has been the
11 true owner of the Property, and is responsible for maintaining it in a lawful, habitable condition.
12 Plaintiffs also are informed and believe that and share the same offices,
13 employees, and attorneys. Plaintiffs are further informed and believe that at relevant times herein
14 has been an officer, manager, shareholder and/or owner of , and that (a)
15 has dominated the affairs of and used it to accomplish the activities set forth
16 herein; (b) there is such a unity of interest and ownership between and that
17 their separate personalities no longer exist; (c) a failure to disregard the form of
18 would promote injustice; (d) is the alter ego of ; and (e) acts as
19 agent.

20 43. Defendant is an individual whose residence is within the County of
21 Plaintiffs are informed and believe that at relevant times herein has been the
22 true owner of the Property, and is responsible for maintaining it in a lawful, habitable condition.
23 Plaintiffs also are informed and believe that and share the same offices,
24 employees, and attorneys. Plaintiffs are further informed and believe that at relevant times herein
25 has been an officer, manager, shareholder and/or owner of defendant and that
26 (a) has dominated the affairs of and used it to accomplish the activities set
27 forth herein; (b) there is such a unity of interest and ownership between and
28 that their separate personalities no longer exist; (c) a failure to disregard the form of

1 would promote injustice; (d) is the alter ego of and (e) ke acts as
2 agent.

3 44. Defendant is a California corporation with its principal place of business in
4 County, California. At relevant times held title to the Property, and was
5 responsible for maintaining the Property in a lawful, habitable condition.

6 45. Plaintiffs are informed and believe that is the alter ego and/or agent of
7 Defendant . Plaintiffs are also informed and believe that equity and justice demand that
8 separate corporate form be disregarded because, among other reasons, it is
9 undercapitalized, it has never obtained sufficient insurance to pay foreseeable personal injury
10 liability claims caused by lead or lead paint, and it could not meet its legal obligations to make the
11 repairs necessary to rectify and clear repeated citations for violations of health and safety
12 regulations. Plaintiffs are further informed and believe that corporate form was used to
13 enable its principals to violate the law without having to suffer any legal or financial
14 consequences. In addition, Plaintiffs are informed and believe that r fails to observe
15 corporate formalities; that it is solely owned by one individual; that it shares offices, employees,
16 and legal counsel with its “alter ego,” Defendant and that its affairs are dominated by
17 . Furthermore, Plaintiffs are informed and believe that is a mere shell,
18 instrumentality, or conduit for

19 46. Defendant is an individual whose residence is within the County of
20 . Plaintiffs are informed and believe that at relevant times herein has been the
21 true owner of the Property, and is responsible for maintaining it in a lawful, habitable condition.
22 Plaintiffs also are informed and believe that at relevant times herein has been an officer,
23 manager, shareholder and/or owner of Defendant and that (a) ; has dominated the
24 affairs of and used it to accomplish the activities set forth herein; (b) there is such a unity
25 of interest and ownership between and that their separate personalities no longer
26 exist; (c) a failure to disregard the form of would promote injustice; (d) is the alter
27 ego of ng; and (e) r acts as agent.

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1 47. Plaintiffs do not know the true names and capacities of Defendants sued as DOES 1
2 through 20, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiffs will
3 seek leave of court to amend this complaint and allege their true names and capacities when
4 Plaintiffs have this information. Plaintiffs allege that each of the Defendants named as DOES 1-
5 20 was in some manner responsible for these acts and omissions, and are, in addition, the
6 principals, agents, and/or alter egos of the named Defendants. Plaintiffs will seek leave of the
7 court to amend this complaint and allege the DOES Defendants' responsibilities at the appropriate
8 time.

9 48. Plaintiffs are informed and believe that all acts and omissions alleged herein were
10 performed by and are attributable to Defendants, each acting as agent or employee of, under the
11 direction and control of, or as the alter ego of the other. These acts and omissions were within the
12 scope of Defendants' agency and/or employment, and each Defendant ratified them. Whenever
13 and wherever reference is made in this complaint to any acts by Defendants, such allegations and
14 references shall also be deemed to mean the acts by each Defendant acting individually, jointly or
15 severally.

16 **ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF**

17 49. From December 1995 to August 2001, owned title to the Property.

18 50. During this time period, and failed to maintain the property in
19 habitable condition. The paint on the exterior of the Property, the common areas of the building,
20 and in the interiors of Plaintiffs' individual units was peeling, chipping, and chalking.

21 51. and failed to make repairs to the deteriorating paint in Plaintiffs' units,
22 the damaged paint on common area walls, and/or the paint on the exterior of the Property despite
23 the legal presumption that the paint contained dangerous levels of lead. and also
24 failed to clean up the paint chips found on the carpet in the common areas and stairwells of the
25 Property in conscious disregard of the severe health risks such materials posed to Plaintiffs.

26 52. Certain Plaintiffs complained to and about these problems on
27 numerous occasions. In fact, the Housing Code Enforcement Program cited r
28 on numerous occasions. These citations made very clear that Plaintiffs might be in danger of

1 exposure to hazardous levels of lead at the Property due to these statutory violations. Despite
2 Plaintiffs' and the City's complaints. and continued to let the Property deteriorate
3 and failed to make the requisite repairs in conscious disregard of the safety of Plaintiffs.

4 53. Plaintiffs are informed and believe that and fraudulently concealed
5 that hazardous levels of lead existed in the Property by, among other things, failing to provide
6 Plaintiffs with the required notices and by failing to alert Plaintiffs that the City of
7 had cited for numerous housing code violations – many of which indicated that Plaintiffs
8 may be in danger of exposure to hazardous levels of lead at the Property.

9 54. In August 2001, Defendants and purchased the
10 Property with the plan to renovate it.

11 55. Soon after Defendants, and purchased the
12 Property, the City of Housing Department Code Enforcement division issued a
13 Notice to Comply to regarding the Property. The notice cited various housing code
14 violations including damaged paint and walls, and cited the statutory presumption that the
15 Property contained dangerous levels of lead because it was built before 1978.

16 56. Despite failing to adequately test for lead and despite the City's warnings and other
17 warnings regarding dangerous levels of lead at the Property, in early September 2001, Defendants
18, and began extensive renovations at the Property in
19 conscious disregard of the extreme health risks to Plaintiffs that such renovations posed. Because
20 the Property was occupied by children and adult tenants, these renovations were conducted in an
21 unsafe manner and failed to follow applicable city, county, state, and federal regulations.

22 57. Despite Plaintiffs' repeated requests that Defendants, , and
23 cease all such unsafe renovations, and despite having knowledge from several sources –
24 including state certified lead experts – that hazardous levels of lead exist at the Property,
25 Defendants continued to ignore the known risks to Plaintiffs and willfully and recklessly
26 performed further unsafe renovations at the Property. Such renovations failed to comply with
27 city, county, state and federal lead-safety standards.
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1 58. During the course of the renovations, Defendants permanently disposed of and
2 destroyed probative evidence of toxins at the Property. Defendants refused to comply with
3 Plaintiffs' formal requests that Defendants preserve such evidence, and continued their spoliation.

4 59. During the renovations, Plaintiffs and other tenants of the Property continued to
5 exhibit symptoms associated with lead poisoning and lead exposure.

6 **FIRST CAUSE OF ACTION FOR PERSONAL INJURIES**

7 (By All Plaintiffs Against All Defendants)

8 60. Plaintiffs reallege and incorporate by reference every allegation contained in
9 paragraphs 1 to 59 of this complaint as though set forth herein.

10 **I. NEGLIGENCE PER SE**

11 **A. Cal. Civ. Code §§ 1941, Cal. Civ. Code § 1941.1, and Cal. Health**
12 **& Safety Code § 17920.10**

13 (By All Plaintiffs Against Defendants _____, and _____)

14 61. Defendants were required by law, pursuant to Cal. Civ. Code § 1941, to maintain the
15 Property in a condition fit for human occupation and repair all subsequent dilapidations which
16 render the Property untenantable.

17 62. California Civil Code § 1941.1 and California Health & Safety Code § 17920.10
18 provide that a property shall be deemed untenantable if a residential unit contains a lead hazard.
19 A lead hazard includes (i) deteriorated lead-based paint; (ii) lead contaminated dust; (iii) lead
20 contaminated soil; (iv) disturbing lead-based paint; or (v) presumed lead-based paint without
21 containment, which exceeds the amounts set forth in Title 17 of the California Code of
22 Regulations §§ 35001, *et seq.*

23 63. Title 17 of the California Code of Regulations § 35033 provides that lead-based paint
24 shall include any paint or surface coatings that contain an amount of lead equal to, or in excess of,
25 one milligram per square centimeter (1.0 mg/cm²). Title 17 of the California Code of Regulations
26 § 35035 provides that lead contaminated dust includes dust that contains an amount of lead equal
27 to, or in excess of, fifty micrograms per square foot (50 ug/ft²) for interior floor surfaces, two
28 hundred and fifty micrograms per square foot (250 ug/ft²) for interior horizontal window surfaces,

1 and eight hundred micrograms per square foot (800 ug/ft²) for exterior floor and exterior
2 horizontal window surfaces.

3 64. Dangerous levels of lead and its compounds, in excess of one milligram per square
4 centimeter (1.0 mg/cm²), are contained in paint, varnish, lacquer, putty, plaster, or similar coating
5 or structural material that is in a peeling, flaking or chipped condition at the Property. These
6 dangerous levels of lead and its compounds are present at the Property in locations such as walls,
7 floors, counter-tops, furniture appliances, drapes, blinds and windowsills.

8 65. Dangerous levels of lead and its compounds also exist at the Property in the form of
9 lead-based paint hazards. The mass-per-area concentration of lead in dust on floors is equal to or
10 exceeds 50 micrograms per square foot, the mass-per-area concentration of lead in dust on
11 interior window sills is equal to or exceeds 250 micrograms per square foot, and the mass-per-
12 area concentration of lead in dust on exterior window troughs is equal to or exceeds 800
13 micrograms per square foot.

14 66. By reason of these inhabitable and untenable conditions, Plaintiffs were exposed to
15 dangerous levels of lead at the Property which have created present injuries and a risk of serious
16 future medical conditions including: damage to the brain and nervous system; behavior and
17 learning problems; slowed growth; hearing problems; and reoccurring headaches.

18 67. These injuries resulted from an occurrence of the nature which California Civil Code
19 § 1941, California Civil Code § 1941.1, and California Health & Safety Code § 17920.10 were
20 designed to prevent.

21 68. As tenants of the Property, Plaintiffs are part of the class of persons for whose
22 protection California Civil Code § 1941, California Civil Code § 1941.1, and California Health &
23 Safety Code § 17920.10 were adopted.

24 **B. Los Angeles County Ordinance §§ 11.28.010 et seq.**

25 (By Plaintiffs

26 Against All Defendants)

27 69. Defendants were required by law, pursuant to County Ordinance §§
28 11.28.010 *et seq.*, to protect from lead-based paint hazards all children under age 7 who reside at

1 or frequent the Property.

2 70. Children under seven years of age, including Plaintiffs
3 , and , resided at the Property
4 during relevant times herein.

5 71. Dangerous levels of lead and its compounds, in excess of seven-tenths (0.7) of one
6 milligram per square centimeter, are contained in paint, varnish, lacquer, putty, plaster, or similar
7 coating or structural material that is in a peeling, flaking or chipped condition at the Property.
8 These dangerous levels of lead and its compounds are present at the Property in locations such as
9 walls, floors, counter-tops, furniture appliances, drapes, blinds and windowsills – all of which are
10 easily accessible to children.

11 72. Dangerous levels of lead and its compounds also exist at the Property in the form of
12 lead-based paint hazards. The mass-per-area concentration of lead in dust on floors is equal to or
13 exceeds 50 micrograms per square foot, the mass-per-area concentration of lead in dust on
14 interior window sills is equal to or exceeds 250 micrograms per square foot, and the mass-per-
15 area concentration of lead in dust on exterior window troughs is equal to or exceeds 800
16 micrograms per square foot.

17 73. By reason of the wrongful, negligent, and reckless acts of Defendants, Plaintiffs
18 , and
19 were exposed to dangerous levels of lead at the Property that have created present injuries and a
20 risk of serious future medical conditions including: damage to the brain and nervous system;
21 behavior and learning problems; slowed growth; hearing problems; and reoccurring headaches.

22 74. These injuries resulted from an occurrence of the nature which the
23 County Ordinance §§ 11.28.010 was designed to prevent.

24 75. Plaintiffs
25 , and n are part of the class of persons for whose protection
26 County Ordinance §§ 11.28.010 *et seq.* was adopted.

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C. Los Angeles Municipal Code § 91.8104.4

(By All Plaintiffs Against Defendants and

76. Defendants and were required by law, pursuant to Municipal Code § 91.8104.4, to maintain the Property in conformity with code regulations, including ensuring that the walls and ceilings of every room be finished, sealed, coated, and painted to maintain clean and sanitary conditions.

77. On February 10, 1999, the Housing Code Enforcement Program cited for violating Municipal Code § 91.8104.4.

78. The citation from the Housing Code Enforcement Program made clear that had failed to repair damaged or deteriorated plaster/drywall and had failed to maintain walls/ceilings in a smooth and sanitary condition as required under Municipal Code § 91.8104.4.

79. The Housing Code Enforcement Program also advised that Plaintiffs might be in danger of exposure to hazardous levels of lead at the Property due to statutory violations.

80. Despite Plaintiffs' and the City's complaints, Plaintiffs are informed and believe that and continued to let the Property deteriorate and failed to make the requisite repairs in conscious disregard of the safety of Plaintiffs.

81. By reason of and wrongful, negligent, and reckless acts, Plaintiffs were exposed to dangerous levels of lead at the Property that have created present injuries and a risk of serious future medical conditions including: damage to the brain and nervous system; behavior and learning problems; slowed growth; hearing problems; and reoccurring headaches.

82. These injuries resulted from an occurrence of the nature which Municipal Code § 91.8104.4 was designed to prevent.

83. As tenants of the Property, Plaintiffs are part of the class of persons for whose protection Municipal Code § 91.8104.4 was adopted.

1 D. Cal. Civ. Code §§ 1941, Cal. Civ. Code § 1941.1, and Cal. Health
2 & Safety Code § 17920.3(c)

3 (By All Plaintiffs Against Defendants and

4 84. Defendants were required by law, pursuant to Cal. Civ. Code § 1941, to maintain the
5 Property in a condition fit for human occupation and repair all subsequent dilapidations which
6 render the Property untenable.

7 85. California Civil Code § 1941.1 and California Health & Safety Code § 17920.3
8 provide that a property shall be deemed substandard housing and therefore untenable if it
9 constitutes a nuisance. Pursuant to 17 CCR § 35037, a lead hazard is considered a nuisance under
10 California law.

11 86. On February 10, 1999, the Housing Code Enforcement Program cited
12 for violating California Health & Safety Code § 17920.3(c).

13 87. The citation from the Housing Code Enforcement Program made clear
14 that Tasker had failed to repair damaged or deteriorated plaster/drywall and had failed to maintain
15 walls/ceilings in a smooth and sanitary condition in violation of California Health & Safety Code
16 § 17920.3(c).

17 88. By reason of , and 's wrongful, negligent, and reckless acts, Plaintiffs
18 were exposed to dangerous levels of lead at the Property that have created present injuries and a
19 risk of serious future medical conditions including: damage to the brain and nervous system;
20 behavior and learning problems; slowed growth; hearing problems; and reoccurring headaches.

21 89. These injuries resulted from an occurrence of the nature which California Civil Code
22 § 1941, California Civil Code § 1941.1, and California Health & Safety Code § 17920.3(c) were
23 designed to prevent.

24 90. As tenants of the Property, Plaintiffs are part of the class of persons for whose
25 protection California Civil Code § 1941, California Civil Code § 1941.1, and California Health &
26 Safety Code § 17920.3(c) were adopted.

1 E. 17 CCR § 36100, 42 U.S.C. § 4852d, 40 C.F.R. § 745.10 et seq., 40
2 C.F.R. § 745.80, and the HUD Guidelines

3 (By All Plaintiffs Against Defendants and
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5 91. Defendants have conducted extensive renovations at the Property, including
6 modification of painted doors, surface preparation activity (such as sanding, scraping, and other
7 dust generating activities), the removal of large structures (such as walls, ceiling, large surface
8 replastering, major re-plumbing), and window replacement.

9 92. In performing these renovations, Defendants have not complied with the procedures
10 specified in the “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in
11 Housing,” U.S. Department of Housing and Urban Development, June 1995, codified at Section
12 1081 of Title X (codified at 59 F.R. 54984, Rules and Regulations (No. 2, 1994) (hereinafter “the
13 HUD Guidelines”).

14 93. As a result of renovation activities conducted by Defendants, non-work areas in the
15 Property and surroundings areas have been contaminated with lead-dust, lead-soil, and lead-based
16 paint debris.

17 94. Defendants failed to file the requisite copy of the “Abatement of Lead Hazards
18 Notification, DHS 8551 (12/97)” form with the California Department of Health Services.

19 95. Furthermore, Defendants did not provide notice of the existence of lead at the
20 Property, or provide the required notice prior to conducting lead-paint disturbing activities at the
21 Property. Nor did Defendants file or post the requisite copies of the “Abatement of Lead Hazards
22 Notification, DHS 8551 (12/97)” form at entrances to the work areas in the Property.

23 96. By committing the acts alleged hereinabove, Defendants violated 17 CCR § 36100,
24 42 U.S.C. § 4852d, 40 C.F.R. § 745.10 et. seq., 40 C.F.R. § 745.80, and the HUD Guidelines.

25 97. By reason of these wrongful, negligent, and reckless acts of Defendants, Plaintiffs
26 were exposed to dangerous levels of lead at the Property that have created present injuries and a
27 risk of serious future medical conditions including: damage to the brain and nervous system;
28 behavior and learning problems; slowed growth; hearing problems; reoccurring headaches;

1 difficulties during pregnancy; reproductive problems (in both men and women); high blood
2 pressure; digestive disorders; nerve disorders; memory and concentration problems; and muscle
3 and joint pain.

4 98. These injuries resulted from an occurrence of the nature which 17 CCR § 36100, 42
5 U.S.C. § 4852d, 40 C.F.R. § 745.10 *et. seq.*, 40 C.F.R. § 745.80, and the HUD Guidelines were
6 designed to prevent.

7 99. Plaintiffs are part of the class of persons for whose protection 17 CCR § 36100, 42
8 U.S.C. § 4852d, 40 C.F.R. § 745.10 *et. seq.*, 40 C.F.R. § 745.80, and the HUD Guidelines were
9 adopted.

10 100. By reason of the aforementioned acts and omissions of Defendants, Plaintiffs have
11 suffered personal injuries and will incur medical expenses and related expenses in an amount
12 according to proof.

13 **II. GENERAL NEGLIGENCE**

14 101. Plaintiffs reallege and incorporate by reference every allegation contained in
15 paragraphs 1 to 100 of this complaint as though set forth herein.

16 102. Defendants owed a duty of care to all tenants and visitors to prevent exposure to
17 lead hazards at the Property. Defendants breached the duty of care that a reasonable and prudent
18 person would exercise under the circumstances and committed acts of an unreasonable character
19 in disregard of a known and obvious risk to Plaintiffs. The injuries that Plaintiffs have sustained
20 were a foreseeable, and indeed, highly probable, result of said breaches, and said breaches were
21 the direct and legal causes of the injuries and damages to Plaintiffs.

22 103. By reason of the wrongful, negligent, and reckless acts of Defendants, all individual
23 Plaintiffs were exposed to dangerous levels of lead at the Property that have caused present
24 injuries and a risk of serious future medical conditions including: damage to the brain and
25 nervous system; behavior and learning problems; slowed growth; hearing problems; reoccurring
26 headaches; difficulties during pregnancy; reproductive problems (in both men and women); high
27 blood pressure; digestive disorders; nerve disorders; memory and concentration problems; and
28 muscle and joint pain.

1 112. Plaintiffs all lived at the Property and were physically present at the Property while
2 such renovations occurred. Defendants _____, _____, and _____ knew that
3 Plaintiffs lived at the Property, and would be present at the Property, when conducting such
4 renovations.

5 113. Defendants _____, _____, and _____ intentionally used these
6 unsafe renovations – as well as the threat of similarly harmful and more extensive renovations
7 scheduled to take place in the near future – as a lever to force Plaintiffs to vacate immediately
8 their rent-controlled apartments.

9 114. Defendants _____, _____, and _____ engaged in the extreme
10 conduct of performing hazardous and potentially life-threatening renovations of the Property in
11 reckless disregard of the probability that such conduct would cause severe emotional distress to
12 Plaintiffs.

13 115. Such conduct has caused Plaintiffs to suffer severe and genuine emotional distress,
14 including a fear of cancer resulting from toxic ingestion and inhalation of lead and/or lead
15 compounds.

16 116. Defendants, including _____ and _____ further engaged in outrageous conduct
17 by knowingly and intentionally threatening Plaintiffs with uninhabitable and unlawful conditions.

18 117. Such conduct has caused Plaintiffs to suffer emotional distress – such as a fear that
19 they will no longer have a habitable place to live.

20 118. Defendants intended to cause Plaintiffs' emotional distress in order to ensure the
21 departure of Plaintiffs from their rent-controlled units so as to raise rents at the Property.

22 119. Defendants engaged in such conduct with reckless disregard of the probability that
23 such conduct would cause emotional distress to Plaintiffs.

24 120. As a proximate result of the acts alleged above, Plaintiffs have suffered personal
25 injuries and will incur medical expenses and related expenses in an amount according to proof.

26 121. The acts of Defendants alleged above were willful, wanton, malicious, reckless, and
27 oppressive, and justify the awarding of exemplary and punitive damages.
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DEMAND FOR JURY TRIAL.

122. Plaintiffs demand a jury for all counts so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray to the court:

1. For compensatory damages for personal injuries and medical monitoring damages to be proven at trial;
2. For punitive and exemplary damages to be ascertained at trial;
3. For reasonable attorney's fees and costs;
4. For pre-and post-judgment interest;
5. For such further relief as the Court may deem appropriate.

Dated: June 3, 2003

ALAN RADER
MATTHEW T. KLINE
JUSTIN B. FARAR
JAMES L. GREELEY
O'MELVENY & MYERS LLP

By: _____
Justin B. Farar
Attorneys for Plaintiffs