

1 Brenda Barnes  
2 406 Broadway, Ste. 332F  
3 Santa Monica, CA 90401  
4 (310) 795-3762

5 Plaintiff in pro per

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE  
9 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11 BRENDA BARNES, an Individual, )  
12 )  
13 Plaintiff, )  
14 v. )  
15 MARC L. LUZZATTO, an Individual; )  
16 JAMES MURAMATSU, an Individual; )  
17 VILLAGE TRAILER PARK, L.L.C., a California )  
18 Limited Liability Company; VILLAGE TRAILER )  
19 PARK, INC., a California Corporation; J & H )  
20 ASSET PROPERTY MGMT.CO., INC. a )  
21 California Corporation; JAMES GEORGE JOFFE,) )  
22 An Individual, JILL ARTEAGA, an Individual; )  
23 DENNIS SHAY, an Individual; JUNE WILLIS, )  
24 An Individual; JAMES BREWSTER, an Individual;) )  
25 and DOES 1 through 20, Inclusive, )  
26 )  
27 Defendants. )  
28 )

Case No. BC 473905

**EX PARTE APPLICATION FOR TEMPORARY  
RESTRAINING ORDER AND OSC AGAINST  
DEMOLISHING TRAILERS AT SITE OCCUPIED BY  
ELDER RESIDENTS INCLUDING PLAINTIFF,  
UNTIL THE COURT FINDS 26 TRAILERS DEFEN-  
DANTS REMOVED WITHOUT INSPECTION AND/  
OR PERMITS DID NOT CONTAIN ASBESTOS,  
LEAD, MOLD, AND/OR FORMALDEHYDE AND  
ANY TRAILERS DEFENDANTS PROPOSE TO  
DEMOLISH OR REMOVE IN THE FUTURE ALSO  
DO NOT CONTAIN SAID HAZARDOUS MATERIALS,  
OR IN THE ALTERNATIVE, UNTIL AN ENVIRON-  
MENTAL IMPACT REPORT IS PREPARED  
SHOWING NO IMPACT OF SUCH DEMOLITION  
OR IT IS DONE WITH PROPER MITIGATION;  
MEMORANDUM OF POINTS AND AUTHORITIES;  
DECLARATION OF BRENDA BARNES IN  
SUPPORT THEREOF;  
**DECLARATION OF NOTICE OF EX PARTE  
HEARING****

Ex Parte Hearing  
DATE: March 2, 2012  
TIME: 8:30 a.m.  
DEPT.: 47  
JUDGE: The Honorable Debre Katz Weintraub

1 TO THE HONORABLE ABOVE-ENTITLED COURT AND TO DEFENDANTS MARC L. LUZZATTO, JAMES  
2 MURAMATSU, VILLAGE TRAILER PARK, LLC, AND VILLAGE TRAILER PARK, INC., AND THEIR  
ATTORNEYS OF RECORD:

3 At the place, date and time heretofore stated, or as soon thereafter as the matter may be heard,  
4 Plaintiff BRENDA BARNES will appear ex parte to request and does hereby request that the Court enter a  
5 Temporary Restraining Order ("TRO") on her behalf as well as an Order to Show Cause ("OSC") re:  
6 Preliminary Injunction, commanding the following:  
7

8 1) That Defendants, and each of them, and their employees, agents, successors, and assigns, be  
9 restrained and enjoined, as to the TRO pending hearing on the OSC, and as to the OSC, pending trial of this  
10 action, from demolishing trailers at or taken from the site occupied by elder residents including plaintiff, at  
11 2930 Colorado Avenue, Santa Monica, CA 90403, until either of the following occurs:  
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13 (a) the Court finds 26 trailers Defendants removed without inspection and/or permits did  
14 not contain asbestos, lead, mold, and/or formaldehyde; and

15 (b) any additional trailers Defendants propose to remove or demolish also do not contain  
16 said hazardous materials; or

17 (c) an environmental impact report is prepared and shows no impact of such demolition, or  
18 said demolition is done with proper mitigation,  
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20 Plaintiff seeks the TRO and OSC on the following grounds: (1) Plaintiff will suffer irreparable harm if  
21 trailers are demolished containing these hazardous materials without proper precautions to protect her health  
22 and safety being taken, as Defendants have not taken proper or in some cases any precautions in the past,  
23 when they demolished 16 trailers without any inspections or permits and demolished 10 more hurriedly in  
24 order to avoid Court review, again without taking precautions necessary to protect Plaintiff's health and safety  
25 (Declaration of Brenda Barnes attached hereto, ¶¶ \*); (2) Plaintiff is likely to prevail at trial herein but without  
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1 preliminary injunctive relief that prevailing will be ineffectual; (3) Plaintiff will be far more harmed if the  
2 preliminary injunctive relief is not issued than will Defendants be if it is.

3 Plaintiff seeks said relief on said grounds based on the following facts, which are stated in the cited  
4 sections of the Verified First Amended Complaint ("FAC") herein:

5 1. Demolishing trailers built before 1979, as most of these trailers were, when using asbestos,  
6 lead-based paint, and formaldehyde in building materials was legal and common, poses a danger to  
7 personal injury to Plaintiff, which Defendants threaten to do again as to four more trailers and appear  
8 determined to continue to do unless the Court enjoins them from doing so, as alleged in the First Cause  
9 of Action of the Verified FAC herein;

10 2. Doing so without prior inspection and permits, as Defendants did with the "first batch of 16"  
11 trailers that were on the subject property site in December 2006 and were not there on September 29,  
12 2011 when Defendants began to demolish the "second batch of 10 trailers" without prior inspection and  
13 permits—which Defendants allegedly obtained thereafter regarding asbestos only—is a violation of  
14 environmental protection statutes mentioned in the FAC as well as an obvious danger to Plaintiff's health  
15 and safety, which Defendants threaten to violate again as to four more trailers and appear determined to  
16 continue to do unless the Court enjoins them from doing so, as alleged in the Second Cause of Action of  
17 the Verified FAC herein;

18 3. Doing so as to unregistered trailers, as Defendants did with the all the trailers they have  
19 purchased at the subject property, violates B & P Code § 10131.6(a), a statute passed for Plaintiff's  
20 protection, the violation of which by Defendants has resulted in removal and destruction of mobilehomes  
21 almost certainly containing asbestos, lead-based paint, formaldehyde, and/or mold, and without permits,  
22 notice to affected persons such as Plaintiff, and an Environmental Impact Report. Defendants also did  
23 these wrongful acts in violation of claims they made in the existing Draft EIR for Defendants' proposed  
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1 development project at the subject property, which claims no trailers will be demolished as part of the  
2 project. Defendants threaten to repeat said wrongful acts again as to four more trailers and appear  
3 determined to continue to do unless the Court enjoins them from doing so, all as alleged in the Third  
4 Cause of Action of the Verified FAC herein;

5 4. Doing so as to unregistered trailers, as Defendants did with the all the trailers they have  
6 purchased at the subject property, and without prior inspections and permits as to all the probably  
7 present hazardous materials, which has resulted in Defendants' removal and destruction of mobilehomes  
8 containing asbestos, lead-based paint, formaldehyde, and/or mold without permits, notice to affected  
9 persons such as Plaintiff, and an Environmental Impact Report, and in violation of claims made in the  
10 existing Draft EIR for Defendants' proposed development project at the subject property, which claims no  
11 trailers will be demolished as part of the project, also constitutes neglect of Plaintiff's health and safety in  
12 violation of the state Elder Abuse statutes, which Defendants threaten to violate again as to four more  
13 trailers and appear determined to continue to do unless the Court enjoins them from doing so, as alleged  
14 in the Fourth Cause of Action of the Verified FAC herein;

15 5. Doing so as to unregistered trailers, as Defendants did with the all the trailers they have  
16 purchased at the subject property, and without prior inspections and permits as to all the probably  
17 present hazardous materials, which has resulted in Defendants' removal and destruction of mobilehomes  
18 containing asbestos, lead-based paint, formaldehyde, and/or mold without permits, notice to affected  
19 persons such as Plaintiff, and an Environmental Impact Report, and in violation of claims made in the  
20 existing Draft EIR for Defendants' proposed development project at the subject property, which claims no  
21 trailers will be demolished as part of the project, to Plaintiff's personal injury, in violation of environmental  
22 protection statutes and a statute applying to real estate brokers such as Defendants, for the protection of  
23 Plaintiff, with neglect of Plaintiff's health and safety in violation of the state Elder Abuse statutes, is being  
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1 done for the purpose of intentionally inflicting emotional distress on Plaintiff, which Defendants threaten  
2 to do again as to four more trailers and appear determined to continue to do unless the Court enjoins  
3 them from doing so, as alleged in the Fifth Cause of Action of the Verified FAC herein;

4 6. Defendants have engaged in retaliatory eviction of Plaintiff for reporting the above to  
5 governmental agencies, so Plaintiff needs the intervention of the Court to protect her from further acts of  
6 retaliation by Defendants, which Defendants have continued to do since the FAC was served on them,  
7 threaten to do again, and appear determined to continue to do unless the Court enjoins them from doing  
8 so, as alleged in the Sixth Cause of Action of the Verified FAC herein;

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10 7. Defendants have engaged in fraudulent unfair competition in doing the above acts, so  
11 Plaintiff needs the intervention of the Court to protect her from further acts of fraudulent unfair  
12 competition by Defendants, which Defendants have continued to engage in unabated since the FAC was  
13 served on them, threaten to so engage in again, and appear determined to continue to do so unless the  
14 Court enjoins them from doing so, as alleged in the Seventh Cause of Action of the Verified FAC herein;  
15 and  
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17  
18 8. Defendants have engaged in doing the above acts in conspiracy with others including  
19 governmental employees, which Defendants have continued to do unabated since the FAC was served  
20 on them, threaten to do again, and appear determined to continue to do so unless the Court enjoins them  
21 from doing so, so Plaintiff needs the intervention of the Court to protect her from further acts in  
22 furtherance of said conspiracy, as alleged in the Ninth Cause of Action of the Verified FAC herein.  
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24 This ex parte Application will be and is based on the attached Memorandum of Points and  
25 Authorities, and Declaration of BRENDA BARNES, the verified FAC herein, and such other and further

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argument and/or evidence as shall be permitted by the Court at said hearing.

DATED: March 2, 2012

Respectfully submitted,

BRENDA BARNES  
Plaintiff in pro per

1 Memorandum of Points and Authorities in Support of Ex Parte Application for TRO and OSC re: Preliminary  
2 Injunction

3 Introduction and Summary of Facts and Issues

4 This case is about Defendants removing trailers from a property they wish to develop, where Plaintiff,  
5 an elder according to the Elder Abuse statute, lives and has lived for 25 years (Decl. of Brenda Barnes, ¶¶ 1,  
6 2).

7 Defendants removed 16 trailers from the subject property without notice to Plaintiff or any other  
8 residents (id., ¶¶ 3-12). Plaintiff learned of planned demolition of 10 more trailers and in November 2011  
9 began preparing an ex parte Application for a Temporary Restraining Order to be brought against  
10 Defendants' demolishing the 10 more trailers after Plaintiff noticed they were demolishing trailers and  
11 required them to get a permit for demolishing trailers containing asbestos (id., ¶¶ 13-21).

12 Plaintiff then learned other hazardous materials are in old trailers such as the ones Defendants were  
13 set to demolish, so she was asking the Court to require those hazardous materials also be inspected for,  
14 protocols for their disposal be followed if they were found to be present, and their disposal be permitted and  
15 tracked as required by each (id., ¶¶ 22-32). Moreover, after Plaintiff gave Defendants notice the November  
16 2011 TRO application was to be made four (4) days earlier than it actually turned out to be possible,  
17 Defendants—in contradiction to the notice they had given Plaintiff and other residents that "a small  
18 construction team" would be demolishing trailers—with the extra four days they had, sped up the work to  
19 destroy evidence, employing at least 15 workers and a supervisor instead of three (3) and a supervisor as  
20 they had employed doing the work before they received the notice of Application for TRO (id., ¶¶ 33-44).

21 Defendants appeared at the hearing on the TRO and OSC in November 2011 and told the Court  
22 there was no need for either, since all the trailers Defendants owned at the property had been demolished, so  
23 there was no threatened future injury (id., ¶ 45). Plaintiff told the Court she knew of her own personal  
24 knowledge that Defendants owned more trailers at the property and were attempting to buy others, so she did  
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1 need the TRO and OSC as to whether (if they were unregistered trailers), and how (if they were registered  
2 trailers), those future removals and/or demolitions of trailers were to be accomplished and tracked (id., ¶ 46).  
3 The Court then asked if Defendants would stipulate to give Plaintiff ten (10) days' written notice personally  
4 delivered to her, in advance of any removal or demolition of any trailer, "whenever and however it might be  
5 acquired" at any time in the future, Defendants said they would, and the Court then stated with that stipulation  
6 there was no need for a TRO or OSC, as Plaintiff could come to court to get her interests protected if anything  
7 threatening to interfere with them happened, and she would have ten days to do so (id., ¶ 47).

9 Plaintiff then learned by reviewing the Declaration of Defendant Marc C. Luzzatto filed at the hearing  
10 on that Application for TRO and OSC that lead had been found in one of the trailers. Plaintiff had observed  
11 the work of the crew demolishing trailers, and no "stop work" occurred, as Defendants had been told in writing  
12 by their inspector must be done if lead were found during the demolition (id., ¶ 48).

14 Since then, Defendants have continued to engage in the same types of behavior in violation of  
15 Plaintiff's rights. They have continued to try to get people at the property to move by claiming, among other  
16 falsehoods, that people have only until June 1, 2012 to move or will forfeit some of the relocation benefits  
17 they are entitled to under local laws. They have conspired with members of the City staff to have Defendants'  
18 proposals encouraging Plaintiff and other residents to move be presented at meetings where City staff  
19 appeared to be presenting the proposals as all residents were entitled to rather than as what Defendants  
20 wished residents would take and move. Defendants even went so far as to conspire with City staff to send  
21 letters to all residents of the subject property stating residents were "being displaced" and would therefore be  
22 put at the top of available housing lists (id., ¶ 49).

25 Defendants also have engaged in the same game-playing since November 2011 as they did before  
26 that, about giving even five (5) days' notice that they were going to demolish four (4) more trailers starting  
27 March 5, 2012. Again, even though Plaintiff has filed this lawsuit and has a telephone number where  
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1 Defendants could call her and tell her they put a notice on her gate so if she could not pick it up herself she  
2 could have someone else do it and read it to her—if Defendants were unable to give it to her personally  
3 because she was not there when they came—Defendants did nothing to let Plaintiff know there was a notice,  
4 so since she was out-of-town, she received the notice March 1, 2012 and immediately called their lawyer.  
5 This was four (45) days before Defendants said they were going to start demolishing more trailers, and two of  
6 those days are the weekend. Plaintiff therefore had no time whatever to get to City Hall to see if Defendants  
7 had permits, to review the file to see what inspections they had had done, for what toxins, to look at the  
8 trailers involved and see if they had registrations on them, or to give 24 hours' notice of an ex parte hearing.  
9 Even if she had received the notice on February 28, 2012 when it was dated, she still would not have had  
10 sufficient time to do all she needed to do to be sure inspections have been done (id., ¶ 50).

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12  
13 Plaintiff and her husband happened to catch Defendant LUZZATTO and unknown Does meeting with  
14 City staff assigned to the subject property development agreement processing, in City Hall from 4:30 to 6:00  
15 p.m., extending an hour after City Hall closed, with no notice to Plaintiff or any other residents of the subject  
16 property, and with no possible lawful purpose, since Defendants are only development agreement proponents  
17 to the City, the City has not made an agreement to allow the development they propose, and under no law  
18 are Defendants entitled to be working with City staff against the interests in continued housing at the subject  
19 property. Plaintiff and the other residents are entitled to that continued housing as long as rent control is the  
20 law of the City, as a matter of right under the local Rent Control Law. That law is part of the City Charter and  
21 as to it, City staff have no power to try to get around and certainly have no lawful rights to work with  
22 developers such as Defendants to contravene Plaintiff's rights to quiet enjoyment of her tenancy and to not  
23 have governmental officials use color of law to try to make her move (id., ¶ 51). Defendants, however,  
24 continue to do the unlawful acts alleged in the FAC, and will do so until this Court enjoins them from doing so,  
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1 trying to turn the constructive eviction they have already accomplished by their unlawful acts into Plaintiff's  
2 actually leaving the property (id., ¶ 52).

3 Accordingly, this Memorandum shows entitlement to injunctive relief uses a two-prong test. These  
4 are balancing of hardships, and, if that is not determinative, likelihood of trial success. Entitlement to an  
5 injunction is submitted to the Court's wise discretion. However, if the balancing hardships prong is strong  
6 enough, it is an abuse of discretion not to grant. In this case, each prong is unassailable in favor of Plaintiff,  
7 so the Court must enter the TRO, and after hearing on the OSC, the preliminary injunction.  
8

9 I

10 ENTITLEMENT TO ANY PRELIMINARY INJUNCTIVE RELIEF IS SUBJECT TO THE COURT'S  
11 DISCRETION ON A TWO-PRONG TEST: WHO WILL SUFFER GREATER INJURY, AND IF THAT IS NOT  
12 DETERMINATIVE, THE PROBABLE OUTCOME AT TRIAL; HERE, BOTH PRONGS REQUIRE DENYING  
13 THE INJUNCTION

14 In Robbins v. Superior Court (1985) 38 Cal.3d 199, 206, the Supreme Court states:

15 The trial courts consider two interrelated questions in deciding whether to issue a preliminary  
16 injunction: 1) are the plaintiffs likely to suffer greater injury from a denial of the injunction than the  
17 defendants are likely to suffer from its grant; and 2) is there a reasonable probability that the plaintiffs  
18 will prevail on the merits. . . . " [By] balancing the respective equities. . . , [the court] concludes that,  
19 pending a trial . . . , the defendant should or . . . should not be restrained from exercising the right. . . "

20 A. PLAINTIFF WILL SUFFER FAR GREATER INJURY IF THE INJUNCTION IS DENIED THAN  
DEFENDANTS WILL SUFFER IF IT IS GRANTED.

21 In this case, as the Declaration of Plaintiff attached fully reflects, on who will suffer greater injury if  
22 denied relief sought, if the trailers contained or contain the hazardous materials, Plaintiff's health and safety  
23 are jeopardized (¶¶ 3-23). On the other hand, if the injunction is granted, defendants will lose only the short  
24 time it will take to determine the truth of the matter. Since they have been proposing this development  
25 project for five years already, that short time cannot be a great hardship.  
26

27 If the first prong is not determinative, as to the second, whether plaintiff is likely to prevail at trial, if  
28 the hazardous materials are present Plaintiff would definitely prevail at trial.

1           B.     DEFENDANTS CANNOT PREVAIL AT TRIAL IF THE HAZARDOUS MATERIALS ARE OR  
2     WERE PRESENT IN THE TRAILERS AND DEFENDANTS DID NOT GET INSPECTIONS AN PERMITS

3           Plaintiff clearly will prevail at trial. There is no doubt from documents and corroborating evidence  
4     from the government officials mentioned, that Defendants acted with complete disregard for the residents'  
5     health and safety. At all points they did the bare minimum they were forced by others to do, to satisfy  
6     ineffective governmental procedures.

7           More than that is required from landlords who have a "special relationship" under the law with  
8     tenants. More is also required when the tenants are known to be old and weak, and when the state law  
9     recognizes that mobilehome tenants are in a sense hostages to the owners of the land where their homes sit,  
10    landlords like Defendants, because mobilehome owners cannot move their homes easily if at all.

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12           2.     PLAINTIFF ESPECIALLY CAN PREVAIL AT TRIAL ON THE CLAIM FOR  
13    DECLARATORY RELIEF

14           C.C.P. § 1060 reads in relevant part as follows:

15           Any person . . . who desires a declaration of his or her rights or duties with respect to  
16     another, or in respect to, in, over or upon property, . . . may, in cases of actual controversy  
17     relating to the legal rights and duties of the respective parties, bring an original action or cross-  
18     complaint in the superior court for a declaration of his or her rights and duties in the premises, . . .  
19     He or she may ask for a declaration of rights or duties, either alone or with other relief; and the  
20     court may make a binding declaration of these rights or duties, whether or not further relief is or  
21     could be claimed at the time. The declaration may be either affirmative or negative in form and  
22     effect, and the declaration shall have the force of a final judgment. The declaration may be had  
23     before there has been any breach of the obligation in respect to which said declaration is sought.

24           Plaintiff has had at least two instances of retaliation against her by Defendants' reporting her to  
25     governmental agencies and taking affirmative action to threaten her (with having her vehicle towed, the same  
26     vehicle in the same shape in the same place it had been for months prior to her reporting Defendants to a  
27     governmental agency or taking action to pursue a claim with a governmental agency). Defendants also  
28     appear to have recruited a City employee to go beyond the duties of his job to make a claim under color of

1 law against Plaintiff. (Verified Complaint, Sixth and Eighth Causes of Action). The latest of those events  
2 occurred some less than five (5) days before the Complaint was filed. Therefore, there is certainly a current  
3 controversy among the parties, as to which Plaintiff can ask for a declaration of her rights and duties.

4 3. PLAINTIFF ALSO HAS A CLEAR CASE FOR INJUNCTIVE RELIEF

5 Finally, Plaintiff's declaration clearly supports the claim in every Complaint Cause of Action for an  
6 injunction.<sup>1</sup> Each Cause of Action alleges in the Complaint alleges facts to show threat of future acts or  
7 irreparable harm and incorporates allegations that Plaintiff "will suffer irreparable harm."  
8

9 Code of Civil Procedure § 526 provides in relevant part as follows:

10 (a) An injunction may be granted in the following cases:

11 (1) When it appears by the complaint that the plaintiff is entitled to the relief demanded, and the relief,  
12 or any part thereof, consists in restraining the commission or continuance of the act complained of,  
13 either for a limited period or perpetually.

14 (2) When it appears by the complaint or affidavits that the commission or continuance of some act  
15 during the litigation would produce waste, or great or irreparable injury, to a party to the action.

16 (3) When it appears, during the litigation, that a party to the action is doing, or threatens, or is about  
17 to do, or is procuring or suffering to be done, some act in violation of the rights of another party to the  
18 action respecting the subject of the action, and tending to render the judgment ineffectual.

19 (4) When pecuniary compensation would not afford adequate relief.

20 (5) Where it would be extremely difficult to ascertain the amount of compensation which would afford  
21 adequate relief. (Emphasis added.)  
22

23 Plaintiff alleges she does not yet know if she has suffered injury that would support claims for damages, but  
24 she alleges not having a preliminary injunction would render a permanent one ineffectual. Moreover, she  
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26 <sup>1</sup> Actually, neither declaratory nor injunctive relief states a separate cause of action.

27 California subscribes to the primary rights theory. Thus, the invasion of one primary right gives rise  
28 to but a single cause of action [with various types of relief]. Coachella Valley Unif. Sch. Dist. v. State  
of Calif. (1<sup>st</sup> Dist. 2009) 176 Cal.App.4th 93, 126.

Declaratory and injunctive relief, like damages, are types of relief sought within causes of action. Therefore, each  
cause of action in the Complaint includes a claim for declaratory and injunctive relief, each of those types of relief being  
a type of remedy for the wrong alleged in each cause of action.

1 alleges evidence of Defendants' past wrongs in each cause of action, and also how they threaten to continue  
2 and/or repeat the harms in the future, and facts showing irreparable harm if he had they do so as threatened.

3 There clearly are strong bases for injunctive relief.

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5 II

6 IT IS AN ABUSE OF DISCRETION NOT TO GRANT PRELIMIINARY INJUNCTIVE RELIEF WHERE THE  
7 HARM PRONG IN THE TWO-PRONG TEST CLEARLY FAVORS THE PLAINTIFF, SO HERE BOTH THE  
8 TRO AND LATER THE PRELIMINARY INJUNCTION MUST BE GRANTED

9 The Supreme Court goes on to say in Robbins v. Superior Court (1985) 38 Cal.3d 199, 205-6, that  
10 the two prongs are not equal, although they are related:

11 Although the trial court has broad discretionary powers to grant or deny a request for a  
12 preliminary injunction, it has "no discretion to act capriciously." (Gosney v. State of California ([2d  
13 Dist.], 1970) 10 Cal.App. 3d 921, 924, . . .) It must exercise its discretion "in favor of the party most  
14 likely to be injured." (Ibid.; . . .) (Emphasis added.)

15 As indicated above in § I, A, the potential harm to Plaintiff if the injunction is not granted is  
16 substantial, endangering her health and safety and violating public policy expressed in a special statute to  
17 protect the health and safety of a group, elders, of which she is a member, while the harm to defendants if it  
18 is granted is so de minimis as to make consideration of it downright foolish. Defendants will merely be  
19 delayed a few weeks or months, however long they take to get the evidence together that they did not  
20 dispose of hazardous materials when they disappeared 16 trailers at the subject property. Since this is a  
21 project that has already taken five (5) years with not one permit being obtained, a few months here or there  
22 makes no difference at all. Particularly is this so since on the other prong as well, Defendants lose, as they  
23 cannot win at trial missing evidence of that same thing. Declaration of Barnes attached hereto, ¶¶ 24-44).

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26 CONCLUSION

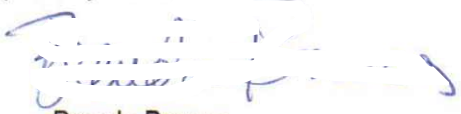
27 For all the reasons stated herein, the Court must grant the TRO and then the Preliminary Injunction  
28 requested against Defendants, and thereby uphold the rights of Plaintiff stated in the Complaint and attached

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Declaration.

DATED: March 2, 2012

Respectfully submitted,



Brenda Barnes  
Plaintiff in pro per

1                    DECLARATION OF BRENDA BARNES IN SUPPORT OF HER EX PARTE APPLICATION FOR  
2                    TEMPORARY RESTRAINING ORDER AND OSC RE: PRELIMINARY INJUNCTION

3                    BRENDA BARNES declares and says:

4                    I am the Plaintiff in this action, I competently make this Declaration on the basis of my own personal  
5                    knowledge, and if called as a witness I could and would competently testify as stated herein:

6                    Defendants Moved, Destroyed, Demolished, and/or Spirited Away 16 Trailers Without Notice,  
7                    Inspections or Permits

- 8                    1. For the past 25 years off and on, and continuously since April 2010, I have been and am now  
9                    residing at the trailer owned during all that time and at the present by myself and/or members  
10                    of my immediate family.
- 11                    2. I am now over 65 years old.
- 12                    3. The trailer I bought in 1986 from the prior owner, sited in place on land rented from  
13                    VILLAGE TRAILER PARK, INC., located at 2930 Colorado Avenue in Santa Monica,  
14                    California, at a trailer park opened in about 1950 and by 1979 having been occupied by  
15                    permanent residents for at least 20 years, called VILLAGE TRAILER PARK ("VTP"), and  
16                    subject to the local rent control law, which is part of the City Charter and had been passed by  
17                    the voters of the City of Santa Monica in April 1979.
- 18                    4. In 1986 I had just left after five years of employment as an attorney and then Manager of the  
19                    Hearings Department for the Rent Control Board ("RCB") and was intimately aware of the  
20                    provisions of law applicable to properties such as VTP, which were covered by rent control.
- 21                    5. That we could never lose our home—both in my lifetime and the lifetimes of my son and his  
22                    children and on and on as long as rent control existed in Santa Monica unless someday one  
23                    of them wanted to sell the trailer—as long as we paid the rent for the land under our house  
24                    and followed all applicable laws was one of the main reasons I paid a premium for the trailer.  
25                    I would not have bought it at all if it had not been covered by rent control, since I knew from  
26                    my experience that in the open market owners of trailer parks such as VTP could not evict  
27                    people except for good cause or closing the park under state law, but they could get around  
28                    that by just raising the rents until everyone moved. The local rent control law was made a  
                         part of the City Charter by the voters, not just a temporary set of rights as though it were a

1 City law that could easily be changed by developers such as Defendants paying off a few  
2 politicians. That was the explicit reason given for setting up a separate law in the Charter—  
3 the City Council was not stopping developers from evicting tenants by raising rents back in  
4 1979.

- 5 6. Rent Control still exists in Santa Monica in an even stronger form than it did when I bought  
6 the trailer. In November 2010 the voters of Santa Monica passed another Amendment to the  
7 City Charter stating tenants who are not covered by rent control cannot be evicted in Santa  
8 Monica except for good cause. The good causes listed do not include closing a mobilehome  
9 park.
- 10 7. In December 2006 all residents at VTP were served a purported eviction notice by the  
11 Defendants except JAMES BREWSTER, purporting to be for eviction of the trailers of all the  
12 tenants of land.
- 13 8. The City Attorney's office and a lawyer for the RCB immediately notified these Defendants in  
14 writing that the purported eviction was unlawful under both state law applying to mobilehome  
15 parks and the local rent control law.
- 16 9. In the five (5) years since then, these Defendants have made concerted efforts to get all the  
17 tenants of VTP to move so there would be no one to continue to fight against their unlawful  
18 closing of the Park.
- 19 10. This effort has been successful to the extent of Defendants by about a year ago owning at  
20 least 28 trailers located at VTP.
- 21 11. Thereafter, Defendants began to make what I later came to know were 16 of the trailers they  
22 owned disappear.
- 23 12. I did not notice the trailers were disappearing, since there are 109 spaces at VTP, I was busy  
24 with my life, and I never noticed any being moved or demolished, until September 29, 2011.

25 Defendants are demolishing trailers with permits they have never offered to show the residents, against  
26 asbestos removal only, not the other hazardous materials known to be common in old trailers:



- 1 13. On that date at about 1 p.m. I noticed workmen in short sleeve shirts and regular work pants,  
2 without even gloves on their hands, pounding with sledge hammers on the trailer across the  
3 street from ours.
- 4 14. Anyone who grew up as I did in the United States knows there is asbestos in old things such  
5 as old trailers, and that it can be fatal if released into the air. I was therefore concerned at  
6 the time about asbestos only. I have since become aware that old trailers also contain lead  
7 paint, formaldehyde, and mold, all of which are hazardous to health when released into the  
8 air or touching soil.
- 9 15. I went to the workmen first, and then to the resident manager, who was standing some 300'  
10 or so away, and asked what they were doing. They said they were demolishing the trailer, I  
11 asked if they had an asbestos-removal permit, and the manager, DENNI S SHAY, responded  
12 that they owned the trailer and they did not need a permit.
- 13 16. I called the City Code Enforcement division and was told asbestos and other air-quality  
14 matters were outside their area of expertise, so I should call the South Coast Air Quality  
15 Management District ("SCAQMD"), for which I was given the number.
- 16 17. I called the number, spoke to an Air Toxics Compliance Inspector, told him what I had seen  
17 and been told, and he said the release of asbestos into the air was the number 1 priority of  
18 the SCAQMD, and he would be right over. I went out and told the resident manager DENNIS  
19 SHAY that an inspector from SCAQMD was on the way. However, he was in Orange  
20 County, and by the time he arrived, the workers had left.
- 21 18. I have been in touch with SCAQMD inspectors, dispatchers, and supervisors ever since. I  
22 hired a lawyer to help me prepare these papers on November 14, 2011, the first weekday  
23 after I got the notice.
- 24 19. I was told by SCAQMD that the 16 trailers that had disappeared without permits needed prior  
25 inspection and permits.
- 26 20. On November 15, 2011, at 1:45 p.m., Inspector Michael Haynes called me and told me both  
27 that under Environmental Protection Agency rules all the residents were entitled to five (5)  
28 days' written notice before a trailer was to be demolished, and that the notice dated

1 November 11, 2011 about 10 more trailers being demolished, which I had received stuck in  
2 my gate on November 13, 2011, had been changed and no trailers would be demolished  
3 until beginning November 18, 2011 . Therefore, the lawyer and I increased the scope of  
4 what we were trying to cover because we thought we had two extra days. However,  
5 Defendants began demolishing trailers in the next batch of 10, for which they had told me  
6 they got inspections and permits for asbestos removal, on November 16, 2011.

7 21. I have never been offered the opportunity to review any permits or applications for same.  
8 Although I made a public records request to see those documents to the SCAQMD on or  
9 soon after September 29, 2011, I have never seen any such documents.

10 22. No one has ever told me Defendants got inspections of any trailers for lead paint,  
11 formaldehyde, and mold,. This includes both the 16 that I later learned had disappeared  
12 (what I have called "the first batch"), and the 10 now covered, allegedly, by permits that have  
13 never been posted pr shown to me, for asbestos removal only.

14 23. One of our neighbors said at a meeting of tenants that he had had to go to the hospital two  
15 days after one of the trailers in the first batch was destroyed near his house, for what he  
16 thought then was an asthma attack—which he had never had before—and his bill was  
17 \$21,000.

18 24. I am concerned that Defendants who have lied to me as these Defendants did about whether  
19 they were required to get a permit, and who then got permits covering only asbestos when  
20 anyone who did the small amount of investigation I did learned there were many other  
21 hazardous materials in old trailers, have taken no care for my health and safety.

22 25. The demolitions they have done with permits in the last two days have been extremely noisy,  
23 have filled the air with dust, and have made noxious odors come into my home.

24 26. I believe the permitting process, whatever it is, is not sufficient to protect people who are  
25 actually living on the site where these trailers are being demolished.

26 27. In addition to the above, I believe Defendants are intentionally interfering with the protection  
27 EIRs are supposed to provide against development projects doing environmental damage.  
28 This is because they say in the Draft EIR for their proposed development, which we were just

1 given recently to comment on in a 45-day period ending November 28, 2011, on page 168 in  
2 Section 4.8-9, as follows:

3 Construction activities would include demolition of the existing one-story building  
4 office building [*sic.*] on the project site (**no trailers are proposed to be**  
5 **demolished**), excavation, building construction, utilities/infrastructure improvements,  
6 paving and landscaping.

7 By demolishing the trailers in advance of what Defendants call the development project, they  
8 clearly seek to avoid having the well-known environmental effects of disposing of hazardous  
9 materials known to be in 109 trailers included as environmental effects of their development.  
10 That demolition is in fact part of the development project, as proven by the fact that in the 20  
11 years I lived at VTP before they started this project in 2006, I never saw an empty space at  
12 the Park.

13 28. When people replaced trailers with new ones or manufactured homes before 2006 when  
14 Defendants started this development project, the old trailer was taken out by the company  
15 that put in the new one. I feel confident since such sellers and installers were professionals  
16 who regularly replaced old trailers with new models, they would never have claimed a permit  
17 was not required, as the resident manager did to me the first day I saw a trailer being  
18 demolished, September 29, 2011. They also would not have had a real estate professional  
19 buy unregistered trailers in violation of law, as Defendants did. Neither would professionals  
20 in the mobilehome replacement business, as Defendants did, minimize what inspections and  
21 permits they obtained. When it is their only business, people learn to not cut corners or they  
22 soon go out of business.

23 29. Defendants, on the other hand, are interested only in getting their development project  
24 through. They do not care about doing demolitions properly, since they hope they will do  
25 that once and never have to do it again. They have responded at every turn only to the bare  
26 minimum I was demanding.

27 30. Therefore, I am asking for a temporary restraining order against any more demolitions until  
28 there are inspections and permits given for all the hazardous materials I have learned are in

1 old trailers, and that Defendants be required to tell the location of the 16 trailers in the first  
2 batch and prove to the Court on behalf of residents including me what hazardous materials  
3 were in the air and soil from the elimination, however it was done without permits, of those 16  
4 trailers in the first batch.

5 31. As more is known, I will ask for further relief as necessary. I believe much more will be  
6 necessary, especially since this whole subject of demolitions of trailers has now made it clear  
7 we may have a problem with the proposed development much larger than we had been led  
8 to believe by Defendants.

9 32. For example, it cannot possibly be true as the Draft EIR states, as quoted above, in ¶ 27,  
10 that no trailers will be demolished as part of the development project since, if the project  
11 were approved, the 58 families residing each in their own trailer at VTP now would have the  
12 right to stay at VTP until shortly before the development project actually began. Knowing as  
13 we know now that there is probably an abundance of hazardous materials each having its  
14 own protocol for disposal and tracking, those 58 trailers have to be included as part of the  
15 development project, unless Defendants can get us all to move and surreptitiously dispose of  
16 those trailers as they did the 16 in the first batch, and thereby hide the enormous  
17 environmental effects of demolition of the trailers, as the existing Draft EIR shows they  
18 intended to do. It therefore now appears that the Retaliatory Eviction included in the  
19 Complaint in this case in Cause of Action 6 and the apparent City employee aid in carrying it  
20 out included in Cause of Action 8 may be just the tip of the iceberg in the wrongs Defendants  
21 are committing, unknown to me..

22 Defendants Sped Up the Demolition after Being Given Notice of the TRO Hearing, Showing Both that They  
23 Must Have Something to Hide, and that They Will Not Take Care for the Health and Safety of the Residents,  
24 But in Fact Will Do the Opposite Unless This Court Intervenes:

25 33. On November 18, 2011 at about 4:00 p.m., the lawyer I had hired to help me without  
26 becoming the attorney of record (to save me money because I am trained and experienced  
27 in making court appearances, so I can represent myself, and also because by not having to  
28 take liability for the entire case the lawyer can afford to charge me less per hour than if he

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25 33. On November 18, 2011 at about 4:00 p.m., the lawyer I had hired to help me without  
26 becoming the attorney of record (to save me money because I am trained and experienced  
27 in making court appearances, so I can represent myself, and also because by not having to  
28 take liability for the entire case the lawyer can afford to charge me less per hour than if he

1                   drove around the Park at the end of the day after 4:30 p.m. on November 18, 2011 ,  
2                   constitute a very large team, not a small team.

3                   40. In addition, I observed on November 16 and 17, 2011 that the workers stopped working at 3  
4                   p.m., as construction workers do. However, today they were all still here working at after  
5                   4:30.

6                   41. The result of this speed-up is that at least two (2) and maybe three (3) trailers were  
7                   demolished today. My neighbors have told me Defendants have a practice of working on  
8                   Saturdays when no government inspectors will come. The notice posted on the office door,  
9                   which I just saw for the first time when I was driving around the Park to see what happened  
10                  today, states there will be no work on Sunday, so if there is, I will call the police and have it  
11                  stopped.. At the rate they are going even if they work just on Saturday and Monday before I  
12                  can get to the Court, however, they will have demolished possibly six (6) more trailers, so all  
13                  of the 10 in the second batch will be gone.

14                 42. From this speed-up in both the number of workers and how long they worked in a day,  
15                 therefore, immediately after I gave notice I would be seeking a TRO against the demolition  
16                 without proof being given that inspections and permits for at least the four hazardous  
17                 materials my lawyer knew were in old trailers had been completed in advance, it is obvious  
18                 that Defendants either do not know whether or not the other three (3) hazardous materials  
19                 are in the trailers they are demolishing, or they know they are.

20                 43. Their response is not to stop work and do the inspections necessary to confirm they are not  
21                 endangering my health and safety. Instead, it is to speed up the work and hope they can  
22                 destroy the evidence before the Court intervenes. Since that will make the 10 trailers in the  
23                 second batch just in the same situation as the 16 in the first batch (gone somewhere known  
24                 to Defendants and unknown to Plaintiff), the Court should nonetheless enter the TRO as to  
25                 all 26 trailers.

26                 44. Therefore, it is more necessary than I knew that the Court enter the TRO I am requesting,  
27                 immediately, and require Defendants to prove what hazardous materials were or are in the  
28                 16 trailers spirited away from VTP without notice and without inspections and permits.

1 Likewise, it is more important than I knew that the Court require Defendants to prove there  
2 was not, or is not if the location is anywhere but the landfill, the other three (3) hazardous  
3 materials mentioned herein in the remaining parts by the time of the Court hearing on the  
4 TRO, of the 10 trailers in the second batch. If Defendants do not have and cannot obtain  
5 evidence, the Court should make them Show Cause at the OSC why they sped up the  
6 demolitions—if any cause they have other than trying to hide evidence of hazardous  
7 materials disposed of without permits.

8 Actions by Defendants Since November 22, 2011, and Threatened Future Actions

9 45. A lawyer for defendants appeared at the hearing on the TRO and OSC in November 2011  
10 and told the Court there was no need for either, since all the trailers Defendants owned at the  
11 property had been demolished, so there was no threatened future injury.

12 46. I told the Court I knew of my own personal knowledge that Defendants owned more trailers  
13 at the property and were attempting to buy others, so I did need the TRO and OSC as to  
14 whether (if they were unregistered trailers), and how (if they were registered trailers), those  
15 future removals and/or demolitions of trailers were to be accomplished and tracked.

16 47. The Court then asked if Defendants would stipulate to give me ten (10) days' written notice  
17 personally delivered to me, in advance of any removal or demolition of any trailer, "whenever  
18 and however it might be acquired" at any time in the future, Defendants' lawyer said they  
19 would, and the Court then stated with that stipulation there was no need for a TRO or OSC,  
20 as I could come to court to get my interests protected if anything threatening to interfere with  
21 them happened, and I would have ten days to do so. He ordered me to prepare the  
22 stipulation, which I did and served on Defendants' lawyer within a day or so.

23 48. I then learned, by reviewing the Declaration of Defendant Marc C. Luzzatto filed at the  
24 hearing on that Application for TRO and OSC, that lead had been found in one of the trailers.  
25 I had observed the work of the crew demolishing trailers, and no "stop work" occurred, as the  
26 papers they filed that I reviewed also showed Defendants had been told in writing by their  
27 inspector must be done if lead were found during the demolition. They also changed the  
28 stipulation to make the notice they would give me only five (5) days instead of ten (10), as

1 they had told the judge, and they took out the personal delivery requirement and in fact  
2 stated explicitly that they could just leave the notice on my gate. Since we had already had  
3 game-playing where they pretended to give me notice but hid it and did not date it, I knew I  
4 would have to come back to court eventually anyway, and the pressure to evict me  
5 constructively was continuing unabated, so I did not take time out to go back to court at that  
6 time about the stipulation's having been changed. I just did not sign it, and then Defendants  
7 got new attorneys and did more things I am outlining here, so I was very busy defending my  
8 home.

9 49. Since then, Defendants have continued to engage in the same types of behavior in violation  
10 of my rights. They have continued to try to get people at the property to move by claiming,  
11 among other falsehoods, that people have only until June 1, 2012 to move or will forfeit some  
12 of the relocation benefits they are entitled to under local laws. They have conspired with  
13 members of the City staff to have Defendants' proposals encouraging me and other residents  
14 to move be presented at meetings where City staff appeared to be presenting the proposals  
15 as being all that we residents were entitled to, rather than as what Defendants wished we  
16 would take and move. Defendants even went so far as to conspire with City staff to send  
17 letters to all residents stating we were "being displaced" and would therefore be put at the top  
18 of available housing lists.

19 50. They also did the same game-playing as they did before, about giving me even five (5) days'  
20 notice that they were going to demolish four (4) more trailers starting March 5, 2012. Again,  
21 even though I have filed this lawsuit and have a telephone number where they could call me  
22 and tell me they put a notice on my gate so if I could not pick it up myself I could have  
23 someone else do it and read it to me—if they were unable to give it to me personally  
24 because I was not there when they came—Defendants did nothing to let me know there was  
25 a notice, so since I was out-of-town, I received the notice March 1, 2012 and immediately  
26 called their lawyer. This was four (45) days before they said they were going to start  
27 demolishing more trailers, and two of those days are the weekend. I had no time whatever to  
28 get to City Hall to see if they had permits, to review the file to see what inspections they had



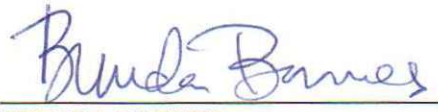
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had done, for what toxins, to look at the trailers involved and see if they had registrations on them, or to give 24 hours' notice of an ex parte hearing. Even if I had received the notice on February 28, 2012 when it was dated, I still would not have had sufficient time to do all I need to do to be sure inspections have been done.

51. My husband and I even happened yesterday to catch Defendant LUZZATTO and unknown Does meeting with City staff in City Hall from 4:30 to 6:00 p.m.--extending an hour after City Hall closed--with no notice to me or any other residents of the subject property, and with no possible lawful purpose, since Defendants are only development agreement proponents to the City, the City has not made an agreement to allow the development they propose, and under no law are Defendants entitled to be working with City staff against the interests in continued housing at the subject property, to which I and the other residents are entitled as a matter of right under the local Rent Control Law. That law is part of the City Charter and as to it, City staff have no power to try to get around it and certainly have no lawful rights to work with developers such as Defendants to contravene my rights to quiet enjoyment of my tenancy and to not have governmental officials use color of law to try to make me move.

52. Defendants, however, continue to do the same kind of acts that made me file this lawsuit, and I am convinced they will do so until this Court enjoins them from doing so. They are clearly trying to turn the constructive eviction they have already accomplished by their unlawful acts into my actually leaving the property.

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 2, 2012 ,  
at Santa Monica, California.

  
BRENDA BARNES

1 DECLARATION OF BRENDA BARNES RE: NOTICE OF EX PARTE HEARING ON APPLICATION FOR  
2 TEMPORARY RESTRAINING ORDER AND OSC RE: PRELIMINARY INJUNCTION

3 BRENDA BARNES declares and says:

4 I am the Plaintiff in this action, I competently make this Declaration on the basis of my own personal  
5 knowledge, and if called as a witness I could and would competently testify as stated herein:

6 1. On March 1, 2012, at 10:00 a.m., I first got notice, which had been left on my gate  
7 apparently, sometime between when I went out of town to take care of a sick relative on Monday,  
8 February 26, 2012, and when I returned three (3) days later, on March 1, 2012, at 10:00 a.m.

9 2. Virtually immediately, at about 10:15 a.m., I called the attorney for Defendants Marc  
10 Luzzatto, James Muramatsu, VILLAGE TRAILER PARK, LLC, and VILLAGE TRAILER PARK, Inc,  
11 the Kohn Law Group, and was put through to Bashir Eustache, who told me he was speaking to me  
12 because the "lead attorney" on the case was not in. I told him since it was Thursday, if he could not  
13 assure me no trailers would be demolished before I could appear ex parte to seek a TRO against it  
14 on Monday March 5, 2012, I was then giving him emergency notice of a TRO hearing on Friday  
15 March 2, 2012 at 8:30 a.m. in Department.47 of the Los Angeles Superior Court at 111 N. Hill Street,  
16 Los Angeles, CA.

17 3. He told me he would call me back before 3 p.m., which he did not do, but he called back at  
18 about 4 p.m. He said he could not assure me trailers would not be demolished before I could get to  
19 court on Monday, but that no one in his firm could appear on Friday. I told him I was sure they could  
20 manage, and that had been the deal, either he assured me or we appeared on March 2, 2012, so the  
21 latter is what it would be. I have not heard from him since.

22 I declare under penalty of perjury that the foregoing is true and correct. Executed on March 2, 2012 ,  
23 at Santa Monica, California.

24   
25 BRENDA BARNES

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argument and/or evidence as shall be permitted by the Court at said hearing.

DATED: March 2, 2012

Respectfully submitted,



BRENDA BARNES  
Plaintiff in pro per

EXHIBIT A

EXHIBIT A

1 Jerry Rappaport - State Bar No. 067219  
jerry @rappaportlaw.net  
2 JERRY RAPPAPORT, A PROF. CORP.  
3100 Donald Douglas Loop North, Suite 204B  
3 Santa Monica, California 90405  
Telephone: (310) 450-6060  
4 Facsimile: (310) 453-9600

5 Attorney for Defendant Village Trailer Park  
6

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT (UNLIMITED)**  
9

10 BRENDA BARNES,

11 Plaintiff,

12 vs.

13 VILLAGE TRAILER PARK,

14 Defendants.  
15

CASE NO.

**DECLARATION OF MARC  
LUZZATTO IN SUPPORT  
OPPOSITION TO APPLICATION  
FOR TEMPORARY RESTRAINING  
ORDER**

**DEPT:**  
**DATE:** November 21, 2011  
**TIME:** 8:30 a.m.

16  
17  
18 **DECLARATION OF MARC LUZZATTO IN SUPPORT OF OPPOSITION TO**  
19 **APPLICATION FOR TEMPORARY RESTRAINING ORDER**

20 I, Marc Luzzatto, declare:

- 21 *impossible - can't be  
pres. of James Matton*
- 22 1. I am President of Defendants in this action, and I have personal knowledge  
of each fact stated in this declaration.
- 23 2. Village Trailer Park ("Park") is a trailer park in the City of Santa Monica that  
24 has been operated as such for many years. During this time trailers owned by the tenants  
25 have sometimes been abandoned or sold to the Park owners. These trailers are generally  
26 old and in poor physical condition, and fail to comply with various building and safety  
27 codes in many respects. There is concern that these vacant trailers attract squatters and  
28

1 others who may also therefore or otherwise be exposed to injury or damage. We therefore  
2 routinely remove them from the Park.

3 3. Over the last several months we hired third parties to remove from the Park  
4 old, vacant trailers that had either been abandoned or that we had acquired from departing  
5 tenants. We determined that some of these trailers should be demolished prior to their  
6 removal from the Park. As we began this process a concern arose that some of these  
7 trailers might contain asbestos. We immediately ceased further demolition and engaged  
8 Environment One, an environment evaluation company, to conduct an appropriate asbestos  
9 survey. This survey did reveal a small amount of asbestos in some of the trailers. A copy  
10 of this survey of all 10 trailers is attached hereto as Exhibit 1.

11 4. As a result of having detected asbestos, we engaged Golden West  
12 Demolition to obtain all necessary permits and complete the demolition in coordination  
13 with the South Coast Air Quality Management District ("AQMD"). A copy of the  
14 notification to the AQMD is attached hereto as Exhibit 2.

15 5. Prior to commencing any further demolition activities we retained Enkay  
16 Engineering and Equipment, Inc. ("Enkay") to perform the asbestos remediation work. We  
17 also retained Environment Testing Associates ("ETA") to oversee the remediation process.  
18 This process has been completed and on October 20, 2011 Enkay provided us with written  
19 confirmation. A copy of this confirmation is attached as Exhibit 3.

20 6. ETA recommended that we also have a lead survey performed. We engaged  
21 them to conduct the appropriate testing and, as a result, a small amount of lead was  
22 identified in one trailer. The lead remediation work is in the process of being completed by  
23 Enkay.

24 7. Pursuant to an inquiry from members of the City Council of the City of Santa  
25 Monica, I appeared at a meeting of the City of Santa Monica on November 8, 2011 to  
26 explain the work we were doing. A few days later the Department of Building and Safety  
27 of the City of Santa Monica issued an updated demolition permit to our contractor. A copy  
28

1 of that permit is attached hereto as Exhibit 4.

2 8. On November 16, 2011, with the approval of the AQMD, a permit from the  
3 City of Santa Monica, and notice to the residents of the Property, GW restarted the  
4 demolition and removal of the ten trailers from the Property. All trailers have been fully  
5 demolished and removed by the end of the day November 21, 2011.

6 I declare under penalty of perjury under the laws of the State of California that the  
7 foregoing is true and correct and that this Declaration was executed on November 21,  
8 2011 at Santa Monica, California.

*per  
counsel*

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11 Marc Luzzatto  
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EXHIBIT A1

EXHIBIT A1



**Village Trailer Park**

**NOTICE**

November 11<sup>th</sup>, 2011

**Village Trailer Park**  
2930 Colorado Avenue,  
Santa Monica, CA 90404

Dear Residents,

Please be aware that beginning next Wednesday, November 16<sup>th</sup> there will be a small construction team demolishing unoccupied trailers on lots A-14, A-19, A-23, B-1, B-10, B-11, C-15, D-14, D-19, and E-13 at the Village Trailer Park.

Thank you for your cooperation,  
Village Trailer Park Management

For additional information, please contact:

**Bryan Hill**  
*3<sup>rd</sup> Party Environmental Consultant*  
Cell: 805-231-3270

**Dennis Shay**  
*On-Site Manager*  
Office: 310-828-6339

EXHIBIT B

**EXHIBIT B**

If any additional suspected materials are discovered during renovation or demolition activities (previously hidden materials behind walls for example), we recommend stopping work and evaluating and removing the suspected materials, if necessary, in compliance with applicable regulations.

§

EXHIBIT C

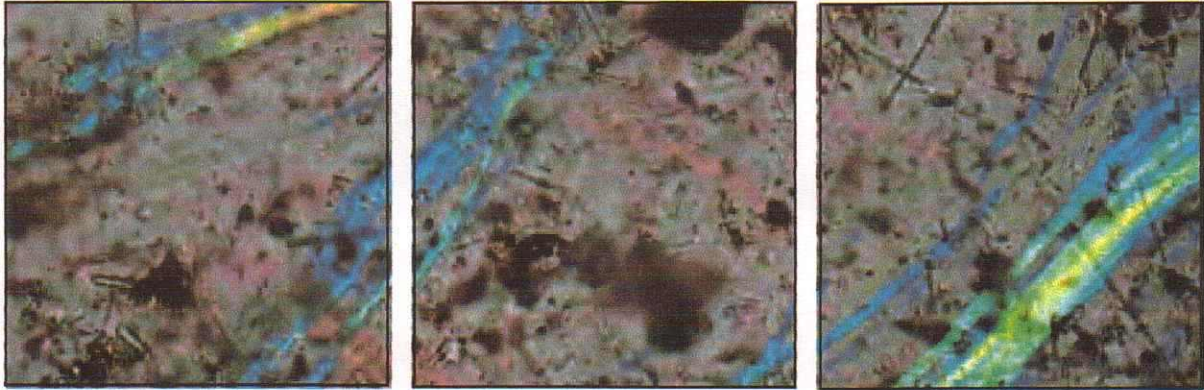
EXHIBIT C



**ENVIRONMENTAL ONE**

ENVIRONMENTAL EVALUATION, CONSULTATION  
& CONTRACTING SERVICES

## **DEMOLITION ASBESTOS SURVEY REPORT**



**VILLAGE TRAILER PARK  
2930 COLORADO AVENUE  
SANTA MONICA, CALIFORNIA**

**PREPARED FOR:**

VILLAGE TRAILER PARK  
2930 COLORADO AVENUE  
SANTA MONICA, CALIFORNIA

**SEPTEMBER 17, 2011**

PROJECT NUMBER 220-0908-11

*Exhibit 1*

33

1739 1/2 DEL VALLE AVENUE  
GLENDALE, CALIFORNIA 91206

TOLL FREE: 1-888-ONE-1181  
OFFICE: 818-334-5414  
FAX: 818-334-5413

WWW.ENVIRONMENTALONE.COM

EXHIBIT D

EXHIBIT D

# 2930 COLORADO AVE SM

BUILDING AND SAFETY DIVISION - 1685 Main Street, Santa Monica, CA 90407 Phone: (310) 458-8355  
Inspection Automated Request Line: 310-458-2202

## SINGLE TRADE PERMIT - demolish

Permit Number: **1STP2454**  
Issue Date: **10/27/2011**  
Expiration: **04/24/2012**

Final Date:

Permit Holder Information  
Name: **GOLDEN WEST DEMOLITION INC**

Address: **1024 E 28TH STREET  
LOS ANGELES, CA 90011**

Site Information  
Site Address: **2930 COLORADO AVE SM**  
Phone: **(323)233-0722**

APN: **4268-002-006**

Location:  
Unit No:  
Valuation: **\$10,000.00**  
Work Description:

Floor No:

TOTAL FEES PAID:  
**\$435.30**

Capping off sewer lines, and other disconnected utilities for spaces A-14, A-19, A-23, B-1, B-10, B-11, C-15, D-14, D-19, E-13

Please note, this permit will expire 180 days from issuance date (04/24/2012), if you have not started work and obtained approval for your first inspection during that period. The fee for this permit includes three (3) inspections. If you wish to schedule more than three (3) inspections, payment of additional fees is required prior to scheduling. IF THE CITY OF SANTA MONICA FAILS TO CONDUCT AN INSPECTION OF THIS WORK WITHIN 60 DAYS OF YOU GIVING US NOTICE OF THE COMPLETION OF THE PERMITTED WORK, YOU MAY BE

**CITY LICENSING REQUIREMENTS DECLARATION (SMMC Section 8.100.010)** - I hereby affirm under penalty of perjury that I will accurately complete the attached form listing the names and addresses of all subcontractors or specialty contractors performing work or services related to this permit and return the completed form to the Business License section of the City Treasury Division for approval before requesting final approval of the work. I also hereby affirm under penalty of perjury that at the time I make any subcontract (written or oral) for the performance of any work by a subcontractor or specialty contractor, and which work is to be performed within the City, I will verify that such subcontractor or specialty contractor has obtained the required contractor's City license from the City and will not permit any such contractor to perform any of the work contemplated in any such subcontract (written or oral) unless and until such required contractor's license has been first obtained.

**NOTICE: FINAL APPROVAL FOR THIS PERMIT SHALL NOT BE GIVEN UNTIL ALL SUBCONTRACTORS OR SPECIALTY CONTRACTORS HAVE OBTAINED ALL NECESSARY CITY LICENSES AS VERIFIED BY THE CITY TREASURY DIVISION**

**LICENSED CONTRACTOR'S DECLARATION (Health & Safety Code Section 19625)** - I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code as follows and this license is in full force and effect: License Number \_\_\_\_\_ Class \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
**RESIDENTIAL TENANT PROTECTION DURING CONSTRUCTION DECLARATION (SMMC Section 8.100.010)** - I hereby affirm under penalty of perjury one of the following declarations:  
 Tenants in dwelling units or mobile homes will not occupy the portion of the property where the construction work will be performed.  
 Tenants in dwelling units or mobile homes will occupy the portion of the building where the construction work will be performed but the work will not affect habitability as defined in S.M.C. 8.100.010 for more than one workday.  
 I have obtained approval of a satisfactory means and methods plan for tenant protection during construction and will comply with all of its conditions.  
 Tenant protection is not required because the property where the construction work will be performed does not contain one or more dwelling units or a mobile home park.

**ASBESTOS REMOVAL DECLARATION (Health & Safety Code Section 19627.5)** - I hereby affirm under penalty of perjury one of the following declarations:  
 I declare that I sent the attached copy of written asbestos notification to the South Coast Air Quality Management District (AQMD) in compliance with AQMD Rule 1403.  
 I declare that written notification of asbestos removal is not required because the alteration includes less than 100 square feet of surface area of asbestos containing materials.  
 I declare that written notification of asbestos removal is not required because I am the owner-occupant of the residential single-unit dwelling and I will conduct the renovation activity.

**OWNER-BUILDER VERIFICATION & DECLARATION (Health & Safety Code Section 19625)** - I hereby affirm under penalty of perjury that I am exempt from the Contractors' State License Law for the reason(s) indicated below by the checkmark(s) I have placed next to the applicable item(s) (Sec. 7031.5, Business and Professions Code: Any city or county that requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors' State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt therefrom licensure and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):  
 I, as owner of the property, or my employees with wages as their sole compensation, will do  all of or  portions of the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who, through employees' or personal effort, builds or improves the property, provided that the improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the Owner-Builder will have the burden of proving that it was not built or improved for the purpose of sale.)  
 I, as owner of the property, am exclusively contracting with licensed Contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who builds or improves thereon, and who contracts for the project with a licensed Contractor pursuant to the Contractors' State License Law.)  
 I am exempt from licensure under the Contractors' State License Law for the following reason: \_\_\_\_\_

By my signature below I acknowledge that, except for my personal residence in which I must have resided for at least one year prior to completion of the improvements covered by this permit, I cannot legally sell a structure that I have built as an owner-builder if it has not been constructed in its entirety by licensed contractors. I understand that a copy of the applicable law, Section 744 of the Business and Professions Code, is available upon request when this application is submitted or at the following Web site: <http://www.leginfo.ca.gov/calaw.html>

**Signature of Property Owner / Authorized Agent** \_\_\_\_\_ **Date** \_\_\_\_\_  
**WORKERS' COMPENSATION DECLARATION (Health & Safety Code Section 19625) - WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

I hereby affirm under penalty of perjury one of the following declarations:  
 I have and will maintain a certificate of consent to self-insure for workers' compensation, issued by the Director of Industrial Relations as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. **Policy Number:** \_\_\_\_\_  
 I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier \_\_\_\_\_ Policy Number \_\_\_\_\_ Expiration Date \_\_\_\_\_  
**Name of Agent** \_\_\_\_\_ **Phone Number** \_\_\_\_\_

I certify that, in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.  
**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**DECLARATION REGARDING LENDING AGENCY** I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civil Code). **Lender's Name** \_\_\_\_\_ **Phone No.** \_\_\_\_\_ **Lender's Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

By my signature below, I certify to each of the following:  
I am the property owner or authorized to act on the property owner's behalf.  
I have read this application and the information I have provided is correct.  
I agree to comply with all applicable city and county ordinances and state laws relating to building construction.  
I authorize representatives of this city or county to enter the above-identified property for inspection purposes.

EXHIBIT E

EXHIBIT E





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## What We Do And Who We Help

Environmental One provides environmental evaluation, consultation, and contracting services in Southern California. Our services address personal and business risk for a wide range of environmental concerns associated with real estate transactions, loan processing, demolition and renovation projects, and regulatory compliance matters.

Our clients include homeowners, commercial property owners and managers, contractors, developers, lending institutions, local municipalities, governmental agencies, and other environmental services companies. We have provided services in both the public and private sectors for residential, commercial, and industrial properties.

## How We Think

Environmental One takes pride in providing our clients with professional, timely, accurate, and affordable services. We strive to serve our clients beyond their expectations. We operate the company with integrity and our clients can be ensured that their best interests are put ahead of our bottom line.

## Why We Can Help You

We are able to provide environmental consulting services and regulatory guidance from the beginning of a project until "a clean bill of health" for the property is attained. If we feel we won't be able to serve your needs, we'll refer you to a company that can.

Our environmental consulting services include:

- Asbestos-Related Services
- Transaction Screen
- Phase I Environmental Site Assessment
- Subsurface Investigation
- Turn-Key Facility Closure
- Hazardous Waste Management

Our environmental contracting services include:

- Underground Storage Tank Removal
- Underground Automobile Lift Removal and Installation
- Industrial Wastewater Interceptor Removal
- Demolition

## Contact Us



Let us know about your upcoming projects or if you have any questions regarding the services we provide - we would be happy to hear from you. Click [here](#) to email us and for additional contact information or call us toll



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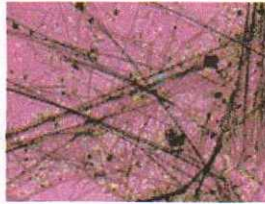
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## ASBESTOS



All of Environmental One's bulk sampling and air sampling is conducted by a Certified Asbestos Consultant or Certified Site Surveillance Technician. Our standard turn-around time for sample analysis is 48 hours from the time the laboratory receives the samples. However, we can provide results in as little as 3 hours, depending on project objectives. Our work is conducted in accordance with guidelines established by the U.S. Environmental Protection Agency, and the requirements

of local air pollution control districts. Our samples are submitted to laboratories accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) by the U.S. Department of Commerce, National Institute for Standards and Technology.

- Only state certified inspectors
- Only state certified laboratories
- Sample results in 48 hours or less

Services include but are not limited to:

- Spot Sampling
- Renovation Asbestos Surveys
- Demolition Asbestos Surveys
- Air Sampling
- Abatement Monitoring
- Procedure 5 Workplans
- Abatement Design
- Clearance Inspections

We highly recommend final clearance air sampling after asbestos abatement is completed both to reduce liability and also to ensure that a building or space is safe for re-occupation. This sampling can also be viewed as a quality control procedure to ensure that asbestos abatement was successful. By conducting the final clearance air samples, you will have documentation on record to support that the asbestos abatement was completed in accordance with



applicable regulations and that the ambient air in the work area is clean.

**Call us toll free at 1-888-ONE-1181 or e-mail us for further information or to schedule an asbestos-related project.**

## ASBESTOS REGULATIONS

### South Coast Air Quality Management District

The SCAQMD is the governmental agency in Los Angeles, Riverside, Orange, and San Bernardino Counties, that enforces United States Environmental Protection Agency (U.S. EPA) asbestos regulations.

An asbestos survey is required prior to the start of any renovation or demolition project in order to determine the presence of asbestos.

**containing materials (Rule 1403, SCAQMD).**

- SCAQMD Rule 1403 establishes notification and work practice requirements to limit asbestos emissions from building demolition and renovation activities. California law requires that a copy of the asbestos demolition/renovation notification form be provided to your local city permitting department prior to the issuance of a demolition/renovation permit. Local governments are responsible for the asbestos notification process.
- A notification form is required to be sent to the SCAQMD 14 days prior to the start of any demolition (if asbestos is present or not) or any asbestos removal of equal to or more than 100 square feet. A notification form is not required for renovations where no asbestos is present. Again, an survey must be conducted to determine whether asbestos is present or not.
- When conducting asbestos removal of less than 100 square feet, no notification to SCAQMD is required. However, the asbestos must be removed by a state licensed asbestos abatement contractor.
- Asbestos notification forms are sent to SCAQMD by the asbestos abatement contractor. The only exception to this is a "demolition by owner", a home owner who is a permanent resident at the house. In this case the owner would send the notification form. However, if asbestos was present in the residence, most asbestos abatement contractors will assist you in filling out the form.

**ASBESTOS FAQ****What is asbestos?**

*Asbestos is a naturally occurring fibrous mineral. There are two groups of asbestos minerals, Serpentine and Amphiboles. Approximately 95% of all asbestos found in buildings is called Chrysotile, the only asbestos mineral in the Serpentine group. Other more commonly found asbestos minerals are Amosite, Crocidolite, and Tremolite - all found within the Amphibole group. Less common asbestos minerals are of little commercial value and are usually only found as contaminants in asbestos-containing materials, if at all.*

**What make asbestos a valuable commodity?**

*Asbestos is cost effective, fire resistant, has high tensile strength, and is a very poor heat, electrical, and sound conductor. Because of these properties, asbestos is found as an insulating wrap around building components such as pipes, heating units, and electrical wires, and in roof tiles, building siding, fireproofing, and acoustical ceiling texture (see list of common asbestos asbestos products below).*

**What are the uses of asbestos?**

*It is estimated that asbestos has been used in over 3000 products. Collectively, these products are known as asbestos-containing material (ACM). The most common applications of asbestos found in residential buildings are identified below.*

- *Sprayed-on acoustical ceiling texture*
- *Vinyl floor tile and associated adhesive*
- *Pipe insulation and elbow packing*
- *HVAC duct insulation*
- *Cement products such as siding, roof shingles, and pipes*
- *Window putty*
- *Stucco*
- *Joint Compound*

**When is asbestos dangerous?**

*In general, asbestos is dangerous when it becomes airborne. Asbestos becomes airborne when an asbestos product is disturbed. Renovation and demolition activities are obvious situations where asbestos products are disturbed. However, other less obvious scenarios such as an earthquake, strong air current, sanding, and abrasive foot traffic can release asbestos fibers into the air. Asbestos can also be ingested or absorbed into skin (usually only documented with asbestos removal workers).*

**Are asbestos products still used today in the United States?**

*Yes. Many of the original restrictions placed on the commerce and use of asbestos products authorized by the U.S. EPA under the authority of the Clean Air Act (NESHAP) and the Toxic Substances Control Act were later repealed or revised. The only U.S. EPA bans remaining today are identified below.*

- Corrugated paper
- Rollboard
- Commercial paper
- Specialty paper
- Flooring felt
- Wet-applied and pre-formed pipe insulation
- Pre-formed block insulation on boilers and hot water tanks
- Most sprayed-on surfacing material (some exceptions apply)
- New uses of asbestos are not allowed

The U.S. Consumer Product Safety Commission has bans on two additional uses of asbestos products:

- Patching compounds
- Artificial ash and embers for fireplaces

In summary, it is perfectly legal to mine, manufacture, process, import and export, distribute, sell, and use most asbestos-containing products under existing federal law with the exception of those identified above.

**How do I know if a product contains asbestos?**

Contact the manufacturer, dealer, or supplier of the product. Another option is to refer to the product's material safety data sheet (MSDS). If that is not feasible you may want to consider having the product sampled by an asbestos professional. If conducting a demolition or renovation, federal and state law requires that an asbestos survey be conducted prior to disturbing the subject areas.

**Call us toll free at 1-888-ONE-1181 (1-888-663-1181) or e-mail us for further information or to schedule a Property Evaluation.**



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## PROPERTY EVALUATION



A Property Evaluation, also called a Transaction Screen, is similar to a Phase I Environmental Site Assessment but with the omission of certain aspects of the property research. The objective of the Property Evaluation is to identify "potential environmental concerns" at a property. Potential environmental concerns are defined under ASTM Standard 1528-06 (Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process) as "the possible

presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property". This definition is, word for word, the same as the definition of a "recognized environmental condition". Identifying recognized environmental conditions is the objective of a Phase I Environmental Site Assessment.

A Phase I Environmental Site Assessment is one tool used to qualify for CERCLA liability protection. If CERCLA liability protection is not your objective, a Property Evaluation may be a more cost-effective solution depending on the property type.

As with our Phase I Environmental Site Assessments, we also offer extended service Property Evaluations which can be tailored to fit your needs. Extended services can be customized to include any number of additional features, and are not limited to asbestos and lead sampling, waste profiling, commercial property inspection, or limited subsurface sampling.



**Call us toll free at 1-888-ONE-1181 (1-888-663-1181) or e-mail us for further information or to schedule a Property Evaluation.**



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## PHASE I ENVIRONMENTAL SITE ASSESSMENT

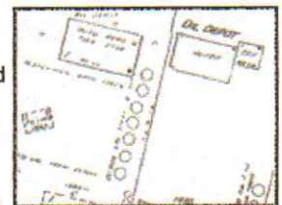


Environmental One has conducted Phase I ESAs for a wide variety of residential, commercial, and industrial properties. We provide affordable services ranging from Property Evaluations (transaction screens) to full Phase I ESAs in compliance with new law codified in November 2006 (ASTM Standard E 1527-05). We also offer extended service Phase I ESAs which can be customized to be more effective in assessing true business risk. Extended services can be customized to include any number of additional features, and are not limited to asbestos sampling, waste profiling, commercial property inspection, and limited subsurface sampling.

**A "standard" Phase I ESA is used to qualify for CERCLA liability protection (see below). If CERCLA liability protection is not your objective, a Property Evaluation may be a more cost-effective solution depending on the property type.**

### Background Information

Beginning November 1, 2006, a truly historic moment for the Phase I ESA industry took place - the "All Appropriate Inquiries" rule took effect. As of that date, the former standard practice for conducting Phase I ESAs (ASTM Standard E 1527-00) was longer valid. All users of Phase I ESAs should be thoroughly familiar with the provisions of the new rule to assure that, if their objective dictates, they qualify for Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability protection as an innocent landowner, bona fide prospective purchaser, or contiguous property owner (or by any party receiving a brownfields grant awarded under CERCLA Section 104(k)(2)(B) to conduct site assessment activities).



When the final rule was released by U.S. Environmental Protection Agency Administrator Stephen L. Johnson, marked the first time that environmental due diligence was ever been codified in a federal regulation (*40 CFR Part 312 - Standards and Practices for All Appropriate Inquiries*).



The new rule dictates new standards as to who can perform Phase I ESAs, as well as changes to the current market practice for Phase I ESAs - from historical research documentation to reviews of local and tribal government records to documentation of data gaps. As such, it is imperative for anyone involved in commercial property transactions to become familiar with every aspect of the final rule and to be sure that all of your Phase I ESAs are conducted with the new standard (ASTM Standard E 1527-05) which has been determined to conform with the new All Appropriate Inquiry rule.

**Call us toll free at 1-888-ONE-1181 (1-888-663-1181) or e-mail us for further information or to schedule a Phase I Environmental Site Assessment.**



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## SUBSURFACE INVESTIGATION

Usually subsurface investigations are conducted based on the findings of a Property Evaluation or Phase I Environmental Site Assessment. Likewise, subsurface sampling will usually be associated with the facility closure process and will always be conducted in conjunction with underground storage tank removal projects.

**Conducting subsurface sampling on properties where suspected or known contamination exists prior to closing on a property transaction has become a necessary component in purchasing real estate. Sampling is conducted in order to avoid subsequent liabilities associated with clean up costs and in determining the real value of a property.**

### Soil Assessment



Environmental One uses a wide range of sampling and analytical techniques to assess property contamination in a manner most efficient and cost effective to meet our clients' objectives. We have successfully satisfied regulatory agency requests for a variety of projects from the initial investigation to facility closure. A soil assessment can range from collecting a few samples to a detailed and complex sampling protocol. Depending on project objectives and timelines, sampling focuses on confirming whether any contamination exists, locating the source of contamination, or characterizing the nature and extent of contamination.

### Soil Gas Assessment (including Methane)



Soil gas sampling methods are typically used for subsurface site investigations at properties such as dry cleaning facilities where volatile organic compounds (VOCs) are a contaminant of concern. This method allows for rapid soil gas collection from specific depths by analyzing soil gas that has been pumped from the ground through probe borings.

New developments and certain modifications to buildings located within the Methane Zone and Methane Buffer Zone in the Los Angeles area are required to conduct a methane investigation prior to the issuance of applicable permits. We provide these investigations to assess the presence of methane gas and pressure in subsurface soils beneath a property in order to conform with Los Angeles Department and Building and Safety requirements of Division 71 of the Los Angeles Building Code. The results of the investigation determine the site's Design Level (Level I through Level V, based on detected methane concentration and pressure) and minimum methane mitigation requirements.

### Groundwater Assessment



Like soil sampling, a groundwater assessment can range from collecting a few samples to a detailed and complex sampling protocol including the installation of groundwater monitoring wells. Often times, it is necessary and required by regulatory agencies to monitor groundwater data for months or years.



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## HAZARDOUS WASTE MANAGEMENT



Environmental One offers professional consulting services associated with residential, commercial, and industrial waste management from small to large quantities of hazardous or non-hazardous wastes. A trained and certified Environmental One representative will profile the waste by means of media sampling and laboratory analysis, then determine the appropriate means of removing the waste from the property.

We evaluate the laboratory data and inform the client of the most cost effective method of removing the waste from the property. Common strategies for disposal of waste include recycling, thermal desorption, incineration, treatment and reuse, or land disposal.

Our waste management solutions help ensure that wastes are properly handled, removed, and disposed of in accordance with industry standards. Our primary goals for managing hazardous wastes are compliance with all applicable regulatory requirements for record keeping, transportation, and certification.



Call us toll free at 1-888-ONE-1181 (1-888-663-1181) or [e-mail us](#) for assistance.

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## TURN-KEY FACILITY CLOSURE



Environmental One provides turn-key facility closure services for the closure of gasoline service stations, automobile repair facilities, or any property that has existing environmental concerns. We are a licensed general contractor (CSLB #926743), and fully insured. As with our other services, personnel safety, site security, and environmentally conscious work practices are among our top priorities.

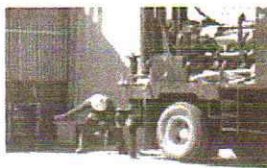
Environmental concerns at a typical gasoline service station or automobile repair facility include but are not limited to:

- Aboveground and Underground Storage Tanks
- Product Dispensing Lines and Dispenser Pumps
- Underground Automobile Lifts
- Hazardous Waste Drums
- Wastewater Interceptors
- Fluorescent Light Tubes
- PCB-Containing Ballasts
- Asbestos and Lead
- E-waste and Universal Waste

All of the above-listed environmental concerns require specific permitting, decontamination, sampling, removal, or disposal procedures. Because each component may be regulated by more than one agency, and each regulatory agency has their own requirements and set of guidelines, facility closure can become a complex undertaking.



We are able to provide guidance, permitting, consulting, management, and construction services from the beginning of the project until a "clean bill of health" for the property is achieved.



The circumstances of each project dictate the sequence of events. However, an example sequence begins with a Phase I Environmental Site Assessment to identify all existing environmental concerns at the property. Based on the findings of the Phase I Environmental Site Assessment, if necessary, a subsurface investigation is conducted to assess whether or not subsurface soil, groundwater, or soil-gas had been adversely impacted as a result of historical operations at the facility. Upon confirmation of subsurface impact, the extent of the contamination would need to be defined through further subsurface assessments. Once the contaminant sources have been identified, and the vertical and lateral extent of contaminant plumes defined, corrective action begins.

Environmental concerns such as underground storage tanks, underground automobile lifts, asbestos and lead, etc. can be addressed either before, concurrently with, or after the site



EXHIBIT F

EXHIBIT F



Cal State Lic 509785  
Lead, Mold and Asbestos Abatement  
Commercial, Industrial, Residential  
Insured - Bonded  
E-mail: [enkayeng@aol.com](mailto:enkayeng@aol.com)

1639 Monrovia Ave., Costa Mesa, CA 92627  
(949) 548-5088 (800) 540-5088  
FAX (949) 574-8348  
[www.enkayengineering.com](http://www.enkayengineering.com)

October 20, 2011

Job No. 2263

*Luzzatto Company*  
2444 Wilshire Blvd #320  
Santa Monica, CA 90403

Re: *Village Trailer Park*  
2930 Colorado Ave Santa Monica, CA 90404

Dear Client,

*This letter confirms the completion of the removal and disposal of asbestos containing material in B-10, B-11, A-23, C-15, B-1, C-15, & D-14.*

*The waste and debris removed was transported by Enkay Engineering, Inc. and disposed of by a licensed hauler at the Azusa Land Reclamation, an E.P.A approved disposal site, and passed all air clearances in all functional spaces.*

*All the above work was performed in accordance with all the rules and regulations of A. Q. M. D., E.P.A., and CAL-OSHA.*

*Thank you for choosing Enkay Engineering, Inc*

Sincerely,

Charles B. Baur Jr  
President

## EXHIBIT G

EXHIBIT  
EXHIBIT G



# ENKAY ENGINEERING INC.

Founded in 1986

CA State License #509785 DOSH #54

FREE ESTIMATES

**(949) 258-7502**

1639 Monrovia Ave.  
Costa Mesa, CA 92627

Enkay Engineering Co. - San Diego Co. - Riverside Co. - San Bernardino Co.

Home

Services

Qualifications

Residential

Commercial

Government

Testimonials

Asbestos Abatement Removal

Mold Removal

Lead Based Paint Removal

About Us

FAQ'S

Contact



### Government Job

Fast removal of asbestos floor tile shows with containment barriers

## Safeguarding The Future

Welcome to Enkay Engineering, one of Southern California's oldest and most experienced asbestos, mold and lead abatement and remediation specialists. Enkay Engineering is an Environmental Contractor dedicated to serving our environment and the health of our customers. We will remove or terminate the asbestos, mold and/or lead contaminating your residential, commercial or government site, in the safest manner at affordable prices. You can rely on Enkay Engineering: we have been providing Orange County, Los Angeles County, Riverside County and San Bernardino County with the best professional service in the business for almost twenty-five years. Most of our business comes from the referrals of our thousands of satisfied customers.

Asbestos can reside in any number of places in a building, including heating ducts, popcorn ceilings, tile, linoleum and dry-wall plaster, among others. Lead can be found most often in paint and ceramic tile. Mold can lurk anyplace where moisture is present. All of these elements are serious health risks and deserve immediate attention. That's where we come in.

Our high quality, expert work is always completely safe and reliable. We are fully licensed, bonded and insured, EPA LEAD certified, and certified by the California Department of Industrial Relation's division of Occupational Safety and Health. All of our technicians are AHERA certified for work in public buildings. On every job, we put up critical barriers to prevent toxic particles from spreading outside the work area, and we dispose of all materials according to EPA rules and regulations. Our work will never endanger your health or safety, and we will leave your site cleaner and purer than we found it, every time.

Knowledgeable and friendly owner Chuck Baur has been with Enkay Engineering since its early inception in 1986. Our Department of Occupational Safety and Health certification number is a very low 54, which reflects the fact that we are one of the oldest companies in the business within the state of California. We are the sixth oldest operating Asbestos Contractor in the state. Chuck and the rest of the Enkay Engineering team are proud to offer our Southern California customers the highest quality in thorough, safe and reliable work, backed by our years of experience, our expert qualifications and our skilled, certified professional staff.

Call Enkay Engineering today to schedule a free estimate so that we can determine

### Contact Us

(800) 491-6019  
(949) 258-7502



### Contact us

Name:

Address:

Email:

Phone: (xxx-xxx-xxxx)

Detail:

Submit

VISA

Mastercard

### Follow Us On



### Testimonials

Thousands of satisfied Residential clients:

- Rose Bowl Stadium
- Farmer Johns
- Knottsberry Farm
- Sunkist
- Hormel
- Ashland Chemical
- Chevron Chemical
- Long Beach Community College
- Long Beach Courthouse
- Whittier Unified School District
- Newport Mesa Unified School District
- Rio Honda College
- East Los Angeles Community College

[read more...](#)

### Location Map

and eliminate the health risk in your space as soon as possible. When we're done, you'll be able to rest easy and breathe easy. We are open Monday through Friday, 7:00am-5:00pm. We accept Visa, MasterCard and check, and we can also bill your insurance.

**Service area includes (but is not limited to):**

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- |                                   |                                     |   |
|-----------------------------------|-------------------------------------|---|
| Aliso Viejo, California (CA)      | Irvine, California (CA)             | Portola Hills, California (CA)          |
| Anaheim, California (CA)          | Ladera Ranch, California (CA)       | Rancho Santa Margarita, California (CA) |
| Balboa Island, California (CA)    | Laguna Beach, California (CA)       | Riverside County, California (CA)       |
| Brea, California (CA)             | Laguna Hills, California (CA)       | San Bernardino County, California (CA)  |
| Buena Park, California (CA)       | Laguna Niguel, California (CA)      | San Clemente, California (CA)           |
| Corona Del Mar, California (CA)   | Laguna Woods, California (CA)       | San Juan, California (CA)               |
| Costa Mesa, California (CA)       | La Habra, California (CA)           | Santa Ana, California (CA)              |
| Coto De Caza, California (CA)     | La Palma, California (CA)           | Seal Beach, California (CA)             |
| Cypress, California (CA)          | Lake Forest, California (CA)        | South Bay, California (CA)              |
| Dana Point, California (CA)       | Long Beach, California (CA)         | Southern California                     |
| Dove Canyon, California (CA)      | Los Alamitos, California (CA)       | Stanton, California (CA)                |
| Foothill Ranch, California (CA)   | Los Angeles County, California (CA) | Talega, California (CA)                 |
| Fountain Valley, California (CA)  | Mission Viejo, California (CA)      | Tustin, California (CA)                 |
| Fullerton, California (CA)        | Newport Beach, California (CA)      | Villa Park, California (CA)             |
| Garden Grove, California (CA)     | Newport Coast, California (CA)      | Westminster, California (CA)            |
| Huntington Beach, California (CA) | Orange County, California (CA)      | Yorba Linda, California (CA)            |
|                                   | Placentia, California (CA)          |   |
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Enkay Engineering Services

EXHIBIT H

EXHIBIT H



1 Robert E. Kohn, SBN 200373  
Bashir E. Eustache, SBN 241759  
2 KOHN LAW GROUP, INC.  
1901 Avenue of the Stars, Suite 200  
3 Los Angeles, CA 90067-6015  
Telephone: (310) 461-1520  
4 Facsimile: (310) 461-1304

5 Counsel for Defendants MARC L. LUZZATTO;  
VILLAGE TRAILER PARK, a California  
6 corporation; and VILLAGE TRAILER PARK,  
LLC  
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 BRENDA BARNES,

12 Plaintiff,

13 v.

14 MARC L. LUZZATTO; JAMES  
MURAMATSU; VILLAGE TRAILER  
15 PARK, L.L.C.; VILLAGE TRAILER  
PARK, INC.; J & H ASSET  
16 PROPERTY MGT. [*sic*], INC.; JAMES  
GEORGE JOFFE; JILL ARTEAGA;  
17 DENNIS SHAY; JUNE WILLIS;  
18 JAMES BREWSTER; and DOES 1  
through 20, inclusive,

19 Defendants.  
20

CASE NO. BC473905

[Assigned to Dept. 47,  
Hon. DEBRE K WEINTRAUB]

**DECLARATION OF BASHIR E.  
EUSTACHE CONCERNING *EX PARTE*  
NOTICE**

**HEARING DATE SOUGHT BY  
PLAINTIFF:** March 2, 2012

Action filed: Nov. 21, 2011  
Trial date: Not set

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**DECLARATION OF BASHIR E. EUSTACHE**

The Village Trailer Park Defendants have not received proper *ex parte* notice. There are not exceptional circumstances that would justify a shorter time for notice of *ex parte*. Trial counsel in this matter is Robert E. Kohn. Mr. Kohn is unavailable until Monday, March 5, 2012, due to travel. **Plaintiff has not disclosed the department in which she will be appearing.**

1. I am an attorney with Kohn Law Group, Inc., which is counsel of record for Defendants MARC L. LUZZATTO; VILLAGE TRAILER PARK, a California corporation; and VILLAGE TRAILER PARK, LLC (collectively the “Village Trailer Park Defendants”). I make this declaration of my own personal knowledge.

2. On March 1, 2012, at approximately noon, I received a call from Ms. Barnes. Ms. Barnes indicated that, on Tuesday, February 28, 2012, she had received posted notice of planned demolition at the trailer park located at 2930 Colorado Avenue, Santa Monica, CA 90404.

3. Ms. Barnes further asserted that the planned demolition would violate a stipulation by the parties to this matter on the record before this Court when she previously brought an *Ex Parte Application* for a Temporary Restraining Order on November 22, 2011. According to Ms. Barnes, the stipulation provided that no demolition at the park could occur unless she was given “10 days notice, in-hand.” Ms. Barnes stated that she would be seeking *Ex Parte* relief from the Court the next morning, on March 2, 2012, to stop the demolition based on the inadequate notice. Ms. Barnes did not indicate which department she would be appearing in.

4. I understand that the parties to this action appeared on Brenda Barnes’ prior *Ex Parte* application for a Temporary Restraining Order before Department 85 of this Court on November 22, 2011. Jerry Rappaport, Esq. specially appeared on behalf of some of the Defendants. I have spoken with Mr. Rappaport, and he indicated that the parties orally stipulated on the record that Ms. Barnes would receive five days notice of any demolition on the property. Mr. Rappaport also confirmed that there was never any discussion of giving Ms. Barnes notice “in hand.” This Court issued a Minute Order on November 22, 2011, reflecting the parties’ stipulation that “the Defendant agrees to give Ms. Barnes a five (5) day notice prior to any further demolition of the trailers.” The minute order does not provide that service should be “in hand.”

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5. The Village Trailer Park Defendants have not received proper *ex parte* notice. CRC 3.1203 provides that "A party seeking an *ex parte* order must notify all parties no later than 10:00 a.m. the court day before the *ex parte* appearance, absent a showing of exceptional circumstances that justify a shorter time for notice." Ms. Barnes did not give me notice until after 12:00 p.m. on the day before she intends to appear. Moreover, Ms. Barnes acknowledged that she had not given Defendants appropriate notice to seek *ex parte* relief, but stated that Defendants could not object to her inadequate notice because Defendants had given inadequate notice of the demolition.

6. There are not exceptional circumstances that would justify a shorter time for notice of *ex parte*. Ms. Barnes concedes that the notice she contends was inadequate was posted on Tuesday, three days before she plans to appear. Moreover, no demolition is planned prior to Tuesday morning, so an appearance today is unnecessary.

7. Trial counsel in this matter is Robert E. Kohn. Mr. Kohn is unavailable until Monday, March 5, 2012, due to travel. Mr. Kohn will be available to appear on Monday morning, March 5, 2012, if proper *ex parte* notice is given and Ms. Barnes' Application is brought then.

DATED: March 2, 2012

KOHN LAW GROUP, INC.  
Robert E. Kohn  
Bashir E. Eustache

By: Bashir E. Eustache  
Bashir E. Eustache  
Counsel for Cross-Complainants MARC L. LUZZATTO; VILLAGE TRAILER PARK, a California corporation; and VILLAGE TRAILER PARK, LLC

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 11/22/11

DEPT. 85

HONORABLE JAMES C. CHALFANT

JUDGE

A. FAJARDO

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

J. HERNAND, C.A.

Deputy Sheriff

B.J. JAMES, CSR #9296

Reporter

8:30 am

BC473905

Plaintiff  
Counsel

BRENDA BARNES

[X]

BRENDA BARNES

Defendant  
Counsel

JERRY RAPPAPORT

[X]

VS

MARC L LUZZATTO ET AL

-NO LEGAL FILE-

**NATURE OF PROCEEDINGS:**

EX PARTE APPLICATION OF PLAINTIFF, IN PRO PER, FOR  
TEMPORARY RESTRAINING ORDER AND OSC AGAINST  
DEMOLISHING TRAILERS AT SITE OCCUPIED BY ELDER  
RESIDENTS

The matter is called for hearing.

The Court has read and considered the above stated  
Ex Parte Application.

The matter is argued.

Pursuant to the stipulation of Counsel, the Defendant  
agrees to give Ms. Barnes a five(5) day notice prior  
to any further demolition of the trailers.

Notice is waived.

MINUTES ENTERED 11/22/11 COUNTY CLERK
---

EXHIBIT I

EXHIBIT I

Village Trailer Park

NOTICE

February 28th, 2012

**Ms. Brenda Barnes**

2930 Colorado Avenue, #C9  
Santa Monica, CA 90404

Dear Ms. Barnes,

Please be advised that we will begin the process of demolishing and/or removing units **A5, A10, B3, and E10** from Village Trailer Park on or after March 5th, 2012. If you have any questions, please contact the park's on-site manager Dennis Shay.

Thank you for your cooperation,  
Village Trailer Park Management

EXHIBIT J

EXHIBIT J

To all residents of village trailer park

The park will begin the demolition of trailers in park on oct. 27  
The contractor will keep dust at a minimum during the demolition  
He will put up tarp where needed and etc. if you have any qestions  
Let me know at office thank you for your corporation in this matter

Mgmt.



EXHIBIT **K**

EXHIBIT **K**

# Fwd: Gutting of trailer B-3 took place today

Inbox x  
VTP x

Gregg Heacock logicconex@roadrunner.com Mar 1 (3 days ago) to me, Gayle, David, Ralph

Dear Brenda, Gayle, David, and Ralph,






Andrew Hoyer is responding to pictures I took the other day when I observed workers gutting trailer B-3. I thought he had useful advice, but I so busy mailing out materials to people yesterday that I had no time to follow that advice, myself. It does, however, make sense that you be in touch with each other and with Catherine Eldridge, who has already seen these pictures, so that you can decide among yourselves how to follow up on this. If you need my help, I am willing to make myself available to you.

I will attach a picture below just to give you something concrete to see as you consider calling. If any of you does this today (and I hope you do), please let me and the others know what you have found out. By the way, you are my only contacts in the park. If others are interested in being added to Santa Monica Mid City Neighbors list of Village Trailer Park contact, please let me know.

Stay strong,  
Gregg

Begin forwarded message:

**6 attachments** — [Download all attachments](#) [View all images](#) [Share all images](#)

	<b>P1010006.JPG</b> 53K <a href="#">View</a> <a href="#">Share</a> <a href="#">Download</a>
	<b>P1010006.JPG</b> 1028K <a href="#">View</a> <a href="#">Share</a> <a href="#">Download</a>
	<b>P1010002.JPG</b> 52K <a href="#">View</a> <a href="#">Share</a> <a href="#">Download</a>
	<b>P1010002.JPG</b> 1037K <a href="#">View</a> <a href="#">Share</a> <a href="#">Download</a>
	<b>P1010003_1.JPG</b> 52K <a href="#">View</a> <a href="#">Share</a> <a href="#">Download</a>

