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5 Plaintiff in pro per

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

NOV 29 2011

John A. Clarke/Executive Officer/Clerk  
By Amber LaFleur-Clayton Deputy  
AMBER LAFLEUR-CLAYTON

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 )  
15 v. )

16 MARC L. LUZZATTO, an Individual; )  
17 JAMES MURAMATSU, an Individual; )  
18 VILLAGE TRAILER PARK, L.L.C., a California )  
19 Limited Liability Company; VILLAGE TRAILER )  
20 PARK, INC., a California Corporation; J & H )  
21 ASSET PROPERTY MGT. [sic], INC., a )  
22 California Corporation; JAMES GEORGE JOFFE, )  
23 An Individual, JILL ARTEAGA, an Individual; )  
24 DENNIS SHAY, an Individual; JUNE WILLIS, )  
25 An Individual; JAMES BREWSTER, an Individual; )  
26 and DOES 1 through 20, Inclusive, )

27 )  
28 Defendants. )

Case No. BC 473905

**1<sup>st</sup> AMENDED COMPLAINT FOR DAMAGES AND  
INJUNCTIVE AND DECLARATORY RELIEF AND  
ATTORNEYS' FEES FOR: (1) PERSONAL INJURY;  
(2) VIOLATION OF CALIFORNIA ENVIRONMENTAL  
QUALITY ACT (CEQA) AND U. S. ENVIRONMENTAL  
PROTECTION ACT (EPA); (3) BUYING AND DIS-  
POSING OF UNREGISTERED MOBILEHOMES IN  
VIOLATION OF B & P CODE §10131.6(A), RESULT-  
ING IN REMOVAL AND DESTRUCTION OF MOBILE-  
HOMES CONTAINING ASBESTOS, LEAD PAINT,  
MOLD, AND/OR FORMALDEHYDE WITHOUT  
PERMITS, NOTICE TO AFFECTED PERSONS, AND  
AN ENVIRONMENTAL IMPACT REPORT, AND IN  
CONTRADICTION TO CLAIMS MADE IN EXISTING  
DRAFT EIR FOR SUBJECT PROPERTY; (4) ELDER  
ABUSE; (5) INTENTIONAL INFLICTION OF EMO-  
TIONAL DISTRESS; (6) RETALIATORY EVICTION  
FOR REPORTING ABOVE VIOLATIONS TO GOV-  
ERNMENTAL AGENCIES; (7) FRAUDULENT  
UNFAIR COMPETITION; (8) VIOLATION OF CIVIL  
RIGHTS AND (9) CONSPIRACY TO COMMIT EACH**

(C.C.P. §§ 525 et seq. and 1060; Welf. & Inst. C. §§  
15600 et seq.; B. & P. C. §§ 17200, et seq.)

**UNLIMITED CIVIL CASE, EQUITABLE  
RELIEF REQUESTED**

1 **FIRST AMENDED COMPLAINT**

2 Plaintiff BRENDA BARNES ("Plaintiff" OR "BARNES") alleges:

3 GENERAL ALLEGATIONS

- 4 1. Plaintiff BRENDA BARNES is an individual residing at the subject property, Village Trailer  
5 Park, at 2930 Colorado Avenue, Santa Monica, California ("subject property" or "Park"). At all times  
6 relevant, specifically since on or about July 10, 2006 when events detailed in this First Amended  
7 Complaint ("FAC") began, Plaintiff has been an authorized and lawful resident as an immediate family  
8 member of her adult son, a subject property legal Mobilehome Homeowner. BARNES purchased the  
9 trailer home in which she resides, in 1986. At all times since, she retained at least and does at the  
10 present retain a life estate and reversion in the home, so Plaintiff also has equitable title. Plaintiff  
11 alleges she has interest sufficient to bring suit on behalf of herself alone, based on that equitable title  
12 and residency pursuant to it. In addition, Defendants accepted rent for about 14 months from Plaintiff  
13 herself personally delivering a legal title holder's check/money order, after Defendants knew she was  
14 residing at the subject property, so Defendants waived any right they had to object to said residency  
15 on any legal grounds they may have had.
- 16 2. The subject property is located in the venue of the West Judicial District, County of Los  
17 Angeles, California.
- 18 3. Plaintiff is informed and believes, and on that ground alleges, that Defendants MARC L.  
19 LUZZATTO and JAMES MURAMATSU are individuals who reside in or do business in the West  
20 Judicial District of the County of Los Angeles, California, and are principals, respectively, of Defendant  
21 companies VILLAGE TRAILER PARK, L.L.C., a California Limited Liability Company and VILLAGE  
22 TRAILER PARK, INC., a California Corporation, both of which companies do business in the West  
23 Judicial District of the County of Los Angeles, California, specifically by operating, attempting to  
24 demolish and develop, and otherwise managing the property where Plaintiff lives, the subject property,  
25 and by doing the wrongful actions alleged against them hereinafter.
- 26 4. Defendants JAMES GEORGE JOFFE, JILL ARTEAGA, DENNIS SHAY, and JUNE WILLIS  
27 are Individuals who were at all relevant times after on or about July 10, 2006 and are now individuals  
28 residing and/or doing business and operating in Los Angeles County and in the West Judicial District

1 of the Superior Court, as property managers for J & H ASSET PROPERTY MGT. [*sic.*], INC., a  
2 California Corporation, which Plaintiff is informed and believes has not filed fictitious name statements  
3 with the County Recorder as required to do business in, but nonetheless is doing business and at all  
4 relevant times has done business in the West Judicial District of the County of Los Angeles, California,  
5 specifically by operating, attempting to demolish and develop, and otherwise managing property where  
6 Plaintiff lives, the subject property, and by doing wrongful actions alleged against them hereinafter.

7 5. Plaintiff is informed by him, and on that ground alleges that Defendant JAMES BREWSTER is  
8 an Individual employed as a building inspector by the City of Santa Monica, and therefore is employed  
9 in the West Judicial District of the County of Los Angeles, California.

10 6. At all times mentioned, Plaintiff is informed and believes and on that ground alleges  
11 Defendants sued herein by fictitious names, DOES 1 through 20, were and are liable to Plaintiff due to  
12 responsibility in some fashion for their own actions and/or actions by other Defendants with whom they  
13 are related or in concert, as alleged herein.

14 7. Plaintiff is unaware of the true names and capacities of Defendants DOES 1 through 20, and  
15 will ask leave of court to amend this FAC to insert true names and capacities as soon as each is known.

16 8. Plaintiff is informed and believes and thereon alleges that each Defendant, including the DOE  
17 Defendants, was the agent, employee, servant, aider, abettor, co-conspirator and/or co-actor of each  
18 other Defendant in doing the acts alleged herein to have been done by Defendants, and that each is  
19 responsible in some way for the damage and need for relief suffered by Plaintiff and alleged herein.

20 FIRST CAUSE OF ACTION

21 (For Injunctive and Declaratory Relief, Compensatory and Punitive Damages, and Attorneys' Fees,  
22 Reserving the Right to Ask Leave of Court to Request Further and Different Types of Damages As  
23 Soon As The Existence and Extent of Same Are Known, for Personal Injury Against All Named  
24 Defendants except JAMES BREWSTER; and against DOES 1 through 20, Inclusive, and each of  
25 them, jointly and severally, Pursuant to C.C.P. §§ 525 et seq. and 1060)

26 9. Plaintiff realleges and incorporates by reference as though set forth and repeated in full here,  
27 all allegations of Paragraphs 1 through 8, inclusive, above.

28 Personal Injury

10. Defendants have a special duty as landlords and property managers to take care for the  
personal safety and health of all residents at the subject property, including Plaintiff.

1 11. Defendants also have a special duty as landlords and property managers of the subject  
2 property to obtain inspections by licensed certified independent consultants, and permits, before they  
3 move or demolish any building or structure on the property known or in the exercise of reasonable  
4 care suspected to contain asbestos, lead paint, mold, formaldehyde, or other hazardous materials,  
5 under statutes including CEQA and EPA that prescribe duties to obtain such inspections and permits,  
6 specifically for the protection of all residents of the subject property, including Plaintiff.

7 12. Beginning in or about January 2007 and continuing through the recent past Defendants  
8 breached that duty by moving, demolishing, spiriting away, disappearing, or otherwise disposing of at  
9 least 16 or some other number of trailers manufactured before 1980, unknown to Plaintiff at the time  
10 as alleged herein, without prior inspection, permits, or obtaining permission from any governmental  
11 agency to take these actions without inspections or permits.

12 13. Beginning November 16, 2011 and continuing November 17, 2011, Defendants also breached  
13 this duty by beginning to demolish 10 more trailers, known to contain asbestos, without giving Plaintiff  
14 the five (5) days' written notice of such to which she is entitled under the Environmental Protection Act.  
15 Defendants had given notice they were going to begin such demolition on November 16, 2011 by  
16 notice dated November 11, 2011, but actually delivered by sticking folded notices in the gates of all the  
17 residents of the address where Plaintiff lives, at some time unknown to Plaintiff. Plaintiff actually  
18 received said notice when she opened the gate and the notice fell on the ground November 13, 2011  
19 at about noon. An Air Toxics Compliance Inspector for the South Coast Air Quality Management  
20 District of the State of California ("SCAQMD") called Plaintiff November 14, 2011 at 1:45 p.m. and told  
21 her Defendants had agreed not to begin demolition until November 18, 2011. Plaintiff believed the  
22 reason was residents had not been given five (5) days' written notice of demolition as required by the  
23 EPA. In any event, whatever the reason, Defendants actually began November 16, 2011.

24 14. Plaintiff knew, and on that ground alleges Defendants knew, or with the exercise of  
25 reasonable care for her health and safety, would have known, as virtually any reasonable adult person  
26 with normal experience and intelligence in the United States in 2007 and since would have known, that  
27 these 16 or some other number trailers Defendants owned in the past and demolished unknown to  
28

1 Plaintiff at the time as alleged herein (like the 10 additional ones and any other such old trailers  
2 Defendants may own or in the future acquire), were likely to contain hazardous materials.

3 15. This is so since such materials in the case of asbestos, lead paint, and formaldehyde were  
4 commonly included in mobilehomes such as those 16 or other number, which Plaintiff is informed and  
5 believes and on that ground alleges were all manufactured and sold before 1980, as some of them  
6 were of her own personal knowledge from just observation of their appearance.

7 16. In the case of mold Defendants has such knowledge or with the exercise of reasonable care  
8 for Plaintiff's health and safety would have had such knowledge, since Plaintiff is informed and  
9 believes and on that ground alleges mold actually became present in a building on the premises  
10 owned by Defendants around the same time Defendants gave the eviction notice in 2006.

11 17. Ultimate facts show Defendants knew mold was likely to be present in old abandoned trailers  
12 such as every one they demolished, allowed others to demolish without permits or prior inspections,  
13 and /or in other ways wrongfully handled. These facts include that Plaintiff is informed and believes  
14 and on that ground alleges that Defendants specifically knew that there was a serious infestation of  
15 mold in the building at the subject property, located north of trailer site B-1 there, which building was  
16 formerly used as the office for the Park and residence for resident managers. Then--after Defendants  
17 carved another office out of the recreation building space south of the swimming pool that was before  
18 rent control an amenity belonging to Homeowners such as Plaintiff at the property—that building was  
19 used solely as the on-site residence of Park resident managers. That use ended when a Park resident  
20 manager named Angela ("Angela") became ill sometime in 2010 or earlier due to the mold, as she told  
21 Plaintiff and other Park residents at her going-away party in about July 2010, which is an exception to  
22 the hearsay rule as a declaration against interest as to Defendants. Since Angela became ill from the  
23 mold in that building Defendants boarded up and have not used the building.

24 18. Another ultimate fact showing Defendants know mold is present in the building North of trailer  
25 space B-1 is they, apparently intentionally, certainly grossly negligently, omitted that building from  
26 mention, and left it off the map of the subject property in the Draft EIR now circulating for their  
27 proposed development project at the subject property. They also left the laundry room out and off the  
28 map, so Defendants probably know it also contains mold and/or other hazardous materials.

1 19. Defendants have also breached the duty to Plaintiff to obtain prior inspections and permits for  
2 10 additional trailers they demolished between November 16 and 21, 2011, in that as to those 10,  
3 Defendants did not file a demolition notice with the SCAQMD 14 calendar days (10 business days) in  
4 advance of the first demolition, as they are required by CEQA to do, for the benefit of residents of  
5 properties where such demolition will occur, in that such 14 days' written notice gives time for  
6 SCAQMD to determine all proper procedures for inspection for all possibly hazardous materials have  
7 been followed. Instead, Plaintiff is informed by the SCAQMD and believes, and on that ground  
8 alleges, that the first permitted demolition of a trailer was to start October 27, 2011, and Defendants  
9 first filed a demolition notice with SCAQMD on October 24, 2011, three (3) calendar days earlier.

10 20. Since the first written notice with SCAQMD on October 24, 2011, Defendants have changed  
11 dates they were allegedly going to begin demolishing trailers numerous times, but never have they  
12 filed written notice with SCAQMD 14 calendar or 10 business days in advance as required by CEQA or  
13 given residents five (5) days' written notice in advance as they are required to do by EPA. The Toxic  
14 Compliance Inspector for SCAQMD called Plaintiff on November 15, 2011 and told her that unlike  
15 what was said in the notice she had received on November 13, 2011, dated November 11, 2011,  
16 stating that demolition of the 10 trailers would begin on November 16, 2011, demolition would not  
17 begin until November 18, 2011, but then a crew demolished the trailer at space B-1 of the subject  
18 property on November 16, 2011. By the time Plaintiff became aware that was happening, it was  
19 almost 2 p.m. By the time she called SCAQMD and EPA, the crew had finished for the day and left.

20 21. Defendants filed a declaration by Defendant MARC LUZZATO on November 22, 2011 with  
21 the Court at the ex parte hearing on Plaintiff's Request for a Temporary Restraining Order and Order  
22 to Show Cause Re: Preliminary Injunction stating, inter alia, that Defendants hired an asbestos testing  
23 firm to make a report before they had the 10 trailers at issue in September and October 2011  
24 demolished. The Demolition Asbestos Survey Report of that testing firm was attached to the  
25 Declaration as Exhibit 1. It states on p. 2 in the first sentence of Section 2.1 as follows:

26 "The Asbestos NESHAP [National Emission Standards for Hazardous Air Pollutants]  
27 requires that a thorough asbestos survey be conducted prior to commencement of any  
28 renovation or demolition. . ." [Emphasis added.]

1 Elided material then goes on merely to define asbestos materials that must be removed by procedures  
2 required by SCAQMD, NESHAP, and other governmental regulations. Recommendations are located  
3 on p. 6 of the Report on who is allowed by law to do disposal and how materials must be disposed of.  
4 Nothing in the Report contradicts the unlimited application quoted here of the requirement that an  
5 asbestos survey be conducted prior to any demolition. There is no scienter (intent) limitation, nor is  
6 there any requirement of knowledge or suspicion that the demolition or renovation might involve  
7 materials containing asbestos, in order to require a survey. Any demolition requires a prior survey.

8 22. This lack of intent or knowledge limitation on duty to have a prior asbestos survey done before  
9 any demolition is appropriate especially given, as alleged above, even Plaintiff, who has never  
10 demolished, done major renovation, or built a building, but knew just from being a reasonable,  
11 intelligent adult that demolishing trailers posed a threat of asbestos being released into the air and soil.

12 23. Defendant LUZZATTO told the City Council on November 8, 2011 that "unknown to [him],"  
13 some of the 10 trailers Defendants later demolished November 16-21, 2011 contained asbestos.  
14 LUZZATTO obviously is trying to excuse not getting inspections and permits prior to the other 29  
15 demolitions, but there is no scienter or knowledge limitation.

16 24. On November 23, 2011 Plaintiff counted 39 empty spaces at the subject property. Investigation  
17 revealed only the 10 demolished pursuant to the Survey had a prior survey or any permits whatsoever.

18 25. As to the other 29 demolitions, Defendants gave Plaintiff no notice at all that the demolitions  
19 would occur. Therefore, Defendants themselves or strangers they allowed to demolish the remaining  
20 29 trailers without permits on the site of the subject property, without a prior survey, putting materials  
21 in dumpsters Plaintiff and other residents use, and leaving piles of materials taken from trailers out in  
22 the air on soil of the subject property for periods of months and years without notice to Plaintiff that  
23 those materials could contain asbestos. These acts and failures to act constituted a breach of  
24 Defendants' special duty to Plaintiff as landlords, not to put her in danger of imminent personal injury.

25 26. As to the 10 trailers demolished November 16-21, 2011, Defendants breached their duties to  
26 not endanger Plaintiff with personal injury by failing to give proper notice, which is meant to protect  
27 residents. Exhibits to the LUZZATTO Declaration indicate asbestos was removed prior to October 20,  
28 2011 (Exhibit 3), but the Notice to SCAQMD (Exh. 2) is dated November 14, 2011, as to demolition

1 then scheduled to begin November 18, 2011. SCAQMD is entitled to 10 business days' written notice  
2 before "asbestos abatement can commence," as Defendants were notified in the Asbestos Survey  
3 dated September 17, 2011, at p. 6, last sentence. Yet Exhibit 3 states asbestos removal was already  
4 completed on October 20, 2011, but SCAQMD notified Plaintiff they first received written notice on  
5 October 24, 2011. Demolition was already happening across the street from Plaintiff's house on  
6 September 29, 2011, as alleged above, but she had been given no notice. Plaintiff has been informed  
7 by EPA and believes and on that ground alleges that EPA requires five (5) days' written notice be  
8 received by residents to be affected by removal of any possibly hazardous materials. The first notice  
9 Plaintiff ever received of any proposed demolition of trailers was found folded up stuck next to her  
10 mailbox on Sunday, October 23, 2011, that notice was undated and unsigned and did not say which  
11 trailers were going to be demolished, and it said demolition would begin October 27, 2011. Plaintiff  
12 now knows asbestos had already been removed, with no notice to her whatsoever.

13 27. The November 21, 2011 Declaration of Defendant LUZZATTO also states at p. 2, ll. 20-23  
14 that at some unstated time the asbestos removal firm Defendants had hired had found lead in one of  
15 the trailers and, at ll. 22-23, "The lead remediation work is in the process of being completed by [that  
16 firm]." This, according to LUZZATTO's counsel, was on the same date of the Declaration, November  
17 21, 2011.

18 28. The Asbestos Survey, Exhibit 1, states at p. 7, "If any additional suspected materials are  
19 discovered during renovation or demolition activities (previously hidden materials behind walls for  
20 example), we recommend stopping work and evaluating and removing the suspected materials, if  
21 necessary, in compliance with applicable regulations." [Emphasis added.]

22 29. LUZZATTO's Declaration indicates no "stopping work" when lead was "identified in one  
23 trailer." Neither does it indicate any notice to Plaintiff. Neither is there any sign in the Declaration or  
24 the exhibits thereto of any permit with any agency taken out when lead was found, after demolition of  
25 these 10 trailers began on November 16, 2011. Finally, neither is there any indication of notice to any  
26 governmental agency that lead had been found, although Defendants' resident manager and attorney  
27 have both claimed all necessary permits were obtained from the City, SCAQMD, and the EPA.  
28



1 30. Therefore, as to lead as well as asbestos, Defendants themselves or strangers they allowed  
2 to demolish the 10 trailers with permits on the subject property, but without a prior survey, and without  
3 stopping work and giving notice to Plaintiff that lead had been found, constituted a breach of  
4 Defendants' special duty to Plaintiff as landlords, not to put her in danger of imminent personal injury.

5 Injunctive Relief

6 31. Plaintiff is unable without the intervention of the Court to require Defendants to disclose where  
7 the 16 or 29 or some other number trailers Defendants owned in the past and demolished unknown to  
8 Plaintiff at the time as alleged herein are. This is so they can be inspected for existence of hazardous  
9 materials referred to herein, or if they have been disposed of, so Plaintiff can know that and file the  
10 appropriate claims with the state and federal agencies responsible for prosecuting Defendants civilly  
11 and criminally for having disposed of the trailers without prior inspection and permits. Plaintiff also  
12 needs prior written notice so she can have time to inspect the inspection reports and permits (which  
13 Defendants refused upon request to show to residents including Plaintiff until Plaintiff required them to  
14 come to court, when all the papers showed the discrepancies in meeting requirements referred to  
15 herein). Plaintiff also needs prior written notice of five days as required by EPA before demolition  
16 occurs, so if the papers are not in order Plaintiff has time to seek the intervention of the Court..

17 32. Being unable to have Defendants prosecuted in a timely manner would cause Plaintiff  
18 irreparable harm, as all of these Defendants are judgment-proof either as corporations or LLCs that  
19 have intentionally made it less desirable by removing its most beautiful amenity, and have further let  
20 the subject property deteriorate to little value in its current state by refusing to let tenants replace, sell,  
21 rent, and refurbish their trailers. Therefore, Defendants can declare bankruptcy and go out of  
22 business, leaving remaining Defendants as individuals not liable for the actions of such companies.  
23 Plaintiff needs to have the companies required by the Court to disclose the extent of harm she has  
24 been subjected to by removal or demolition of the 16 or some other number trailers Defendants owned  
25 in the past and demolished unknown to Plaintiff at the time as alleged herein. She needs this now to  
26 confirm they have the proper permits and inspections and actually follow procedures required to safely  
27 dispose of trailers, while the individuals still want the companies to continue operating, so they will not  
28 have the companies declare bankruptcy and go out of business to avoid their liability to Plaintiff.

1 33. The damage to Plaintiff from such failure to obtain inspections and permits prior to moving or  
2 demolishing 16 or some other number of trailers and as to the next 10 trailers to follow legal  
3 requirements to give Plaintiff sufficient notice that demolition will occur on a specific date and they  
4 have followed and continue on that date to follow all legal requirements for safe demolition of trailers,  
5 is irreparable also because Defendants have repeatedly demolished or moved trailers willy-nilly, after  
6 saying they would not. Defendants apparently did not obtain testing of the air and soil before moving  
7 or demolishing the first trailer, so any impurities in the air and soil when they first had a trailer  
8 inspected for hazardous materials, which Plaintiff is informed and believes occurred as recently as a  
9 few months ago regarding 10 more trailers Defendants then intended to move or demolish without  
10 prior inspection and permits, was not "before" demolition testing as it needed to be. As to the first of  
11 those next 10 trailers Plaintiff noticed while it was happening, and called the City and the SCAQMD as  
12 soon as she saw a trailer being demolished, so demolition by people obviously without proper training  
13 stopped then. However, it can happen again unless an injunction is entered, since these Defendants  
14 as alleged herein do not keep their word, even when they have given it to the SCAQMD, and certainly  
15 they do not keep promises made to Plaintiff (such as a promise they have made on the record at least  
16 three (3) times in hearings and before governmental officials, that they will give Plaintiff a free key to  
17 the library and recreation room plus bathrooms, the lock to which they changed, which promise they  
18 have not kept three (3) years after first making it).

19 34. The impossibility to segregate what damage to the air and soil Plaintiff breathes and uses was  
20 caused by Defendants' future actions that would otherwise be lawful from the damage done by actions  
21 that were unlawful because they were done without inspections and permits is particularly impossible  
22 to measure because the 16 or some other number Defendants owned in the past and demolished  
23 unknown to Plaintiff at the time as alleged herein of trailers that disappeared before Plaintiff knew they  
24 had are at an unknown location to Plaintiff, if they still exist, so making any determination of what  
25 damage might have been caused to Plaintiff from their removal and/or demolition requires expert  
26 inspection of trailers now at an unknown location, which is one reason the applicable laws require prior  
27 inspection and tracking of disposal of all hazardous materials.

28

1 35. The damage to Plaintiff is irreparable because due to the inability of experts to locate the  
2 trailers and determine their removal and/or disposal was safe, Plaintiff cannot be protected from  
3 continuing damage from release in the past of hazardous materials into the air and soil at the subject  
4 property unless the Court grants an injunction requiring Defendants to allow inspection of each of  
5 those 16 or some other number Defendants owned in the past and demolished unknown to Plaintiff at  
6 the time as alleged herein of trailers moved or disposed of without inspection, and if that is impossible  
7 because Defendants have disposed of them, requiring Defendants to move all residents including  
8 Plaintiff to a safe location where hazardous materials have not been released into the air and soil by  
9 improper disposal and/or moving without prior inspection and permits.

10 36. For all the reasons alleged above, and each of them, that allowing Defendants to continue to  
11 demolish trailers without proving in advance that they have not already committed criminal and/or civil  
12 violations of laws such as but not limited to CEQA and EPA meant to benefit Plaintiff also establish the  
13 inadequacy of Plaintiff's legal remedy of obtaining damages after the fact for damage to her health,  
14 safety, and well-being from Defendants' demolition of trailers containing asbestos, lead paint,  
15 formaldehyde and/or mold. Plaintiff should not have to suffer the terminal illnesses such substances in  
16 the air and soil cause, or wait the sometimes lengthy gestation period such terminal diseases have  
17 after exposure to the hazardous substances causing them. Neither should she have to worry about  
18 whether she has been exposed during that long terminal disease gestation period. Having to suffer  
19 any of this damage constitutes inadequacy of legal remedy as well as irreparable harm.

20 37. Allowing Defendants to dispose of and/or move trailers they were required to have prior  
21 inspections of and permits to do so with also would constitute Defendants' inequitably benefiting from  
22 their own wrong in failing to follow laws applicable to them and passed specifically for the benefit of  
23 residents such as Plaintiff of properties where hazardous materials might be exposed to the air or soil  
24 and cause personal injury to all who breathe or touch same.

25 38. Plaintiff is likely to prevail in this case, and allowing Defendants to continue to release  
26 hazardous substances into the air and soil where she lives in violation of laws passed specifically to  
27 protect her and others similarly situated from such damage while the case is pending would make  
28 meaningless the relief sought.

1 39. Therefore, the Court should enter a temporary restraining order immediately, issue an order to  
2 show cause and thereafter preliminarily enjoin all such actions until this case is concluded. This can  
3 occur promptly, since this case has legal priority.

4 40. Thereafter, after separate hearing, the Court should permanently enjoin all such actions, and  
5 grant Plaintiff incidental damages for prior violations and such other relief, including but not limited to  
6 costs of suit and attorney's fees, as is provided by law.

7 Declaratory Relief

8 41. Defendants claim they have a right to dispose of the 16 or some other number trailers  
9 Defendants owned in the past and demolished unknown to Plaintiff at the time as alleged herein (and  
10 others of which they may have disposed unknown to Plaintiff, who will ask leave of court to further  
11 amend when details have been ascertained in future discovery), without prior inspection and permits to  
12 do so, and not to disclose the whereabouts of those trailers now that Plaintiff is aware they have been  
13 moved, disposed of, demolished, or whatever, without prior inspection and permits. Plaintiff claims a  
14 right to require Defendants to prove all such trailers did not contain hazardous materials and/or for  
15 some other reason Defendants had no duty not to demolish them without prior inspection and permits.

16 42. The dispute is a current controversy. Plaintiff has asked the SCAQMD to have the 16 or  
17 some other number trailers Defendants owned in the past and demolished unknown to Plaintiff at the  
18 time as alleged herein produced and require Defendants to prove nonexistence within any of them of  
19 the four (4) hazardous materials referred to herein. Plaintiff has also asked Defendants directly to do  
20 so. Neither request or demand has resulted in any action so doing by Defendants.

21 43. Plaintiff requests a determination of her rights at this time so that she may obtain the help of  
22 governmental agencies required under CEQA and EPA to act in the circumstances.

23 44. Plaintiff also requests incidental damages for having to obtain legal help to prepare the  
24 Complaint and this FAC and appear regarding the TRO request.

25 Damages

26 45. Notice of demolition of the 16 or some other number Defendants owned in the past and  
27 demolished unknown to Plaintiff at the time as alleged herein of trailers was not given to Plaintiff by  
28 Defendants at all.

1 46. Plaintiff has investigated and is informed and believes and on that ground alleges Defendants  
2 did not obtain prior inspections for hazardous materials before any of the 16 or some other number  
3 Defendants owned in the past and demolished unknown to Plaintiff at the time as alleged herein of  
4 trailers were demolished.

5 47. Plaintiff is also informed and believes and on that ground alleges that Defendants without  
6 such prior inspection or permits or requiring same from others allowed strangers to come into the  
7 subject property to remove recyclable or reusable materials from those 16 or some other number  
8 Defendants owned in the past and demolished unknown to Plaintiff at the time as alleged herein of  
9 trailers—and possibly other trailers Defendants owned, the details of which Plaintiff is not now able to  
10 give but will amend this 1<sup>st</sup> Amended FAC when future discovery makes her able to do so.

11 48. Plaintiff is informed and believes and on that ground alleges that Defendants allowed those  
12 third parties to demolish, tear apart, leave piles of remaining debris on the subject property, put pieces  
13 of trailers into dumpsters Plaintiff and other residents are entitled to and do use as a housing service at  
14 the subject property, all without any notice to Plaintiff of hazards to her health and safety.

15 49. The actions by Defendants detailed above were breaches of their duties as landlords and  
16 under applicable health and safety statutes of their duty to protect the health and safety of Plaintiff.

17 50. At no time Did Defendants give Plaintiff notice of proposed demolition of any of such trailers  
18 owned by Defendants early enough to avoid physical injuries and Plaintiff was unaware of harm being  
19 done in time to ask for injunctive relief against such actions.

20 51. Plaintiff is unaware of the nature or amount of injuries she suffered, is suffering now, and will  
21 suffer in the future due to the wrongful actions of Defendants detailed herein, and will seek leave of  
22 court to amend this 1<sup>st</sup> Amended FAC further at the various junctures after future discovery has been  
23 completed, when the nature and extent of her damages becomes more fully known.

24 52. Plaintiff may also have been damaged and/or will in the future be damaged by such actions by  
25 Defendants as alleged above and will have suffered and/or will suffer actual damages in ways and  
26 amounts that are subject to proof. Plaintiff therefore reserves the right to amend this FAC to allege  
27 entitlement to compensatory damages for future similar actions by Defendants before or after trial,  
28 according to proof to be presented at the relevant time.

1 SECOND CAUSE OF ACTION

2 (For Injunctive and Declaratory Relief, Compensatory and Punitive Damages, and Attorneys' Fees, Reserving  
3 the Right to Ask Leave of Court to Request Further and Different Types of Damages As Soon As The  
4 Existence and Extent of Same Are Known, for Violation of CEQA and EPA, Against All Named Defendants  
5 except JAMES BREWSTER; and against DOES 1 through 20, Inclusive, and each of them, jointly and  
6 severally, Pursuant to C.C.P. §§ 525 et seq. and 1060)

53. Plaintiff realleges and incorporates by reference as though set forth and repeated in full here,  
6 all allegations of Paragraphs 1 through 8 and 10 through 52, inclusive, above.

7 54. Plaintiff has been informed and believes, and on that ground alleges, that all the allegations  
8 and requests for relief alleged in the First Cause of Action as to Personal Injury also constitute  
9 violations of specific provisions of CEQA and the EPA passed specifically for the benefit of members  
10 of the public such as Plaintiff in relation to hazardous waste owners, buyers, demolishers, and/or  
11 movers such as Defendants, and Plaintiff therefore alleges she has the same right to injunctive and  
12 declaratory relief and damages both compensatory and punitive, under this Cause of Action, as under  
13 the First Cause of Action incorporated herein.

14 THIRD CAUSE OF ACTION

15 (For Injunctive and Declaratory Relief, Compensatory and Punitive Damages, and Attorneys' Fees,  
16 Reserving the Right to Ask Leave of Court to Request Further and Different Types of Damages As Soon  
17 As The Existence and Extent of Same Are Known, for Buying And Disposing of Unregistered  
18 Mobilehomes in Violation of B & P Code § 10131.6(a), Resulting in Removal And Destruction of  
19 Mobilehomes Containing Asbestos, Lead Paint, Mold, and/or Formaldehyde Without Permits, Notice to  
20 Affected Persons, and an Environmental Impact Report, and in Violation of Claims Made in Existing EIR  
21 for Subject Property, Against All Named Defendants except JAMES BREWSTER; and against DOES 1  
22 through 20, Inclusive, and each of them, jointly and severally, Pursuant to C.C.P. §§ 525 et seq. and  
23 1060)

24 55. Plaintiff realleges and incorporates by reference as though set forth and repeated in full here,  
25 all allegations of ¶¶ 1 through 8 and 10 through 52, inclusive, and Paragraph 54 above.

26 56. California Business and Professions Code § 10131.6(a) reads in full as follows:

27 (a) Notwithstanding any other provision of law, a person licensed as a real estate broker may  
28 sell or offer to sell, buy or offer to buy, solicit prospective purchasers of, solicit or obtain  
listings of, or negotiate the purchase, sale, or exchange of any manufactured home or mobile-  
home only if the manufactured home or mobilehome has been registered under Part 2  
(commencing with Section 18000) of Division 13 of the Health and Safety Code. [Emph. add.]

- 1           57.           Each Defendant sued in this Cause of Action is a real estate broker or an employee working  
2           under a real estate broker in businesses covered by and subject to B. & P. Code § 10131.6(a).
- 3           58. Business and Professions Code § 10131.6(a) is a statute passed specifically for the protection  
4           of members of the public such as Plaintiff. Therefore, Plaintiff has the right under general  
5           principles of law to sue for violation of this law.
- 6           59. Defendants violated the law when they bought the 16 or some other number Defendants  
7           owned in the past and demolished unknown to Plaintiff at the time as alleged herein of trailers  
8           referred to herein.
- 9           60. Plaintiff is informed and believes and on that ground alleges that each of the 16 or some other  
10          number Defendants owned in the past and demolished unknown to Plaintiff at the time as  
11          alleged herein of trailers was not registered under Part 2 (commencing with Section 18000) of  
12          Division 13 of the Health and Safety Code.
- 13          61. The 16 or some other number Defendants owned in the past and demolished unknown to  
14          Plaintiff at the time as alleged herein of trailers also may have been demolished, whether off  
15          the subject property as Plaintiff has been informed and believes and has alleged above, or on  
16          the subject property, in which case demolition of them as part of Defendants' plan to develop  
17          the subject property knowingly and fraudulent as to Defendants contradicts information they  
18          gave to the City to draft the existing Draft EIR for such development, which states in Section  
19          4.8-9 as follows:
- 20          "Construction activities would include demolition of the existing one-story office building on the  
21          project site **(no trailers are proposed to be demolished)**. [Emphasis added.]
- 22          62. An eviction notice was served on Plaintiff and all the other residents of the subject property  
23          due to the proposed project covered by the existing Draft EIR in on or about July 10, 2006.  
24          Defendants thereafter, citing claimed rights to do so under a proposed development  
25          agreement filed with (but not approved by) the City of Santa Monica, changed procedures  
26          Plaintiff and the other residents had enjoyed prior to that time based on the project. These  
27          included rights such as being able to refurbish, replace, rent and/or sell their trailers, and such  
28          as having all spaces vacated by other tenants rerented immediately so the community stayed

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complete through over 50 years of existence until that time. All these activities are part of the proposed project and have to be included in proper evaluation of environmental impacts thereof.

63. By separating demolition of trailers from all the other environmental impacts discussed in the Draft EIR, Defendants are attempting to minimize the perceived effects of the development in violation of Plaintiff's right to have all the effects evaluated in an EIR under CEQA and EPA.

64. Demolition of the first of the 10 trailers in the second batch referred to herein, on November 16 and 17, 2011, has resulted in numerous environmental impacts above and beyond the existence in the 16 or some other number Defendants owned in the past and demolished unknown to Plaintiff at the time as alleged herein of trailers of hazardous materials. These impacts include dust-filled air, loud noises, noxious odors, and blocked-off ingress and egress to and from parts of the subject property. Each of these—basically, living in a construction zone where 50-year-old structures are being demolished—is an environmental impact of the proposed project and must be evaluated as such.

65. Some of the environmental impacts listed in the last Paragraph could be mitigated. For instance, residents such as Plaintiff are required to be relocated at the expense of landlords during noxious temporary construction interfering with residents' right to quiet enjoyment in their tenancies, pursuant to the local City Charter provisions covering Rent Control (Santa Monica City Charter Chapter 18).

66. Others of the environmental impacts listed two Paragraphs earlier could not be mitigated and therefore need to be evaluated as environmental impacts of the proposed development project.

67. Neither mitigation nor inclusion of demolition of trailers in the Draft EIR has been provided by Defendants or will be provided without the intervention requested herein of the Court.

68. Plaintiff therefore alleges she has the same right to injunctive and declaratory relief and damages both compensatory and punitive, under this Cause of Action, as under the First Cause of Action incorporated herein, and therefore Plaintiff requests such relief here on the basis of violation of rights under Business and Professions Code § 10131.6(a) and the right to



1 have the existing Draft EIR for Defendants' proposed project at the subject property cover all  
2 environmental impacts of the proposed development.

3 FOURTH CAUSE OF ACTION

4 (For Injunctive and Declaratory Relief, Compensatory and Punitive Damages, and Attorneys' Fees,  
5 Reserving the Right to Ask Leave of Court to Request Further and Different Types of Damages As Soon  
6 As The Existence and Extent of Same Are Known, for Elder Abuse, Against All Named Defendants except  
7 JAMES BREWSTER; and against DOES 1 through 20, Inclusive, and each of them, jointly and severally,  
8 Pursuant to C.C.P. §§ 525 et seq. and 1060 and Welf. & Inst. C. §§ 15600 et seq.)

9 69. Plaintiff realleges and incorporates by reference as though set forth and repeated in full here,  
10 all allegations of ¶¶ 1 through 8, 10 through 52, ¶ 54, and ¶¶ 56 through 68, inclusive, above.

11 70. Plaintiff is a person over 65 years of age, and therefore is a person for whose benefit the  
12 California Elder Abuse law, Welfare & Institutions Code §§ 15600 et seq., was enacted.

13 71. The elder abuse law includes in Welfare & Institutions Code § 15610.57(a)(1), that it is elder  
14 abuse to neglect to take care for health and safety of an elder in any person's care, which  
15 latter persons include Defendants because of the special relationship they have with Plaintiff  
16 and ther residents of the subject property in their capacity as landlords.

17 72. Defendants have neglected to take care for the health and safety of Plaintiff, and threaten  
18 unless stopped by the Court to continue doing so and take more personal property belonging  
19 to Plaintiff from Plaintiff. This neglect consists in part of fouling air and soil at the subject  
20 property where she lives that was, before Defendants did the wrongful actions alleged herein,  
21 clean, dust-free, not filled with any hazardous materials, not filled from before 8 a.m. In the  
22 day to after 3 p.m.--when she could otherwise be resting, working, playing, or just living in  
23 peace--with loud construction noises, and not filled with noxious odors.

24 73. By so neglecting to take care for the health and safety of Plaintiff, Defendants have for their  
25 own private profit harmed her and threaten and claim the right in the future to harm her more  
26 by continuing and increasing such elder abuse.

27 74. Plaintiff therefore alleges she has the same right to injunctive and declaratory relief and  
28 damages both compensatory and punitive, under this Cause of Action, as under the First  
Cause of Action incorporated herein, and therefore Plaintiff requests such relief here, on the  
basis of violation of rights under Welf. & Inst. C. §§ 15600 et seq.

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FIFTH CAUSE OF ACTION

(For Injunctive and Declaratory Relief, Compensatory and Punitive Damages, and Attorneys' Fees, Reserving the Right to Ask Leave of Court to Request Further and Different Types of Damages As Soon As The Existence and Extent of Same Are Known, for Intentional Infliction of Emotional Distress, Against All Named Defendants except JAMES BREWSTER; and against DOES 1 through 20, Inclusive, and each of them, jointly and severally, Pursuant to C.C.P. §§ 525 et seq. and 1060.)

- 75. Plaintiff realleges and incorporates by reference as though set forth and repeated in full here, all allegations of ¶¶ 1 through 8 and 10 through 52, ¶ 54, ¶¶ 56 through 68, and ¶¶ 70 through 74, inclusive, above.
- 76. Each instance of Personal Injury; of Violation of Plaintiff's Rights under CEQA and EPA; of Buying and Disposing of Unregistered Mobilehomes in Violation of B & P Code § 10131.6(a) and in contradiction to the Draft EIR for Defendants' proposed development project at the subject property where Plaintiff resides; and of Elder Abuse alleged hereinabove, besides being the violation of Plaintiff's rights or statutory provisions alleged in each cause of action so outlining said instances, also caused Plaintiff grave emotional distress at the same time as and after the personal and statute-violating injuries.
- 77. Defendants threaten to continue such said activities, and claim a right to do so.
- 78. Plaintiff claims Defendants have no right to continue said activities now or in the future.
- 79. Said emotional injuries have been, are, and therefore threaten to be in the future unless the Court intervenes, manifested by crying jags, inability to sleep, inability to eat properly and digest nutritious food as contrasted to adverse-feeling-placating junk food and snacks, headaches, back and shoulder aches, perceptual disturbances, memory loss, feelings of depression, inability to follow through with planned activities including but not limited to getting care for these symptoms, decreased energy, persistent fear not caused by current events, and paranoia.
- 80. Said emotional distress was foreseeable and in fact intended by Defendants, who see eliminating or incapacitating homeowners at the subject property as a goal making it more likely for them to be able to get their proposed development project at the subject property approved, since by causing emotional distress they are more likely to succeed in being able to

1 have potential opponents to the development project such as Plaintiff move or be unable to  
2 object cogently, rather than continue effectively to oppose the development as Plaintiff and  
3 others so injured have done in the past..

4 81. These intentional attempts to disrupt Plaintiff's emotional life were effective to the extent that  
5 Plaintiff has suffered much more difficulty in coping with daily life than before these wrongful  
6 actions by Defendants occurred, and Plaintiff knows of no other likely cause.

7 82. Plaintiff has also suffered and continues to suffer economic harm proximately caused by  
8 Defendants' wrongful such acts, in becoming increasingly less able to manage her economic  
9 affairs. Plaintiff is informed and believes and on that ground alleges that causing  
10 homeowners at the subject property to become less competent economically is a specific  
11 strategy of Defendants, who have taken over the trailers belonging to at least 29 homeowners  
12 who after Defendants served the eviction notice in on or about July 10, 2006 and then did the  
13 other wrongful acts alleged herein, became unable to cope with their economic affairs as they  
14 had prior to the wrongful acts.

15 83. Plaintiff therefore alleges she has the same right to injunctive and declaratory relief and  
16 damages both compensatory and punitive, under this Cause of Action, as under the First  
17 Cause of Action incorporated herein, and therefore Plaintiff requests such relief here on the  
18 basis of violation of rights under Welf. & Inst. C. §§ 15600 et seq, as alleged there under the  
19 First Cause of Action.

20 84. In so doing as alleged hereinabove, Defendants seem to have knowingly, intentionally, and  
21 maliciously, for their own self-interest and in direct opposition to Plaintiff's interests, so  
22 intentionally caused intentional distress to Plaintiff as to entitle her to punitive as well as  
23 compensatory damages, so as to this cause of action specifically Plaintiff reserves the right  
24 after discovery if such intent is according to evidence discovered probable, to amend this FAC  
25 to allege entitlement to punitive damages, whether or not she is also entitled to such damages  
26 under the other causes of action herein.

27 SIXTH CAUSE OF ACTION

28 (For Injunctive and Declaratory Relief, Compensatory and Punitive Damages, and Attorneys' Fees,  
Reserving the Right to Ask Leave of Court to Request Further and Different Types of Damages As Soon

1 As The Existence and Extent of Same Are Known, for Retaliatory Eviction for Reporting Wrongdoing to  
2 Governmental Agencies, Against All Named Defendants except JAMES BREWSTER; and against  
DOES 1 through 20, Inclusive, and each of them, jointly and severally, Pursuant to C.C.P. §§ 525 et seq.  
and 1060.)

3 85. Plaintiff realleges and incorporates by reference as though set forth and repeated in full here,  
4 all allegations of ¶¶ 1 through 8 and 10 through 52, ¶ 54, ¶¶ 56 through 68, ¶¶ 70 through 74,  
5 and ¶¶ 76 through 84, inclusive, above.

6 86. In addition to the facts alleged in this FAC ¶ 1 that give Plaintiff an equitable and legal right to  
7 reside at the subject property, Plaintiff has openly and notoriously resided there for about 20  
8 months since April 2010.

9 87. The open and notorious nature of such residency included but was not limited to personally  
10 taking the rent check into the office of the resident manager each and every month and  
11 handing it to him or her while telling the person she was recording on her phone that she,  
12 using her name Brenda Barnes, was doing so, and giving the date and time, except when the  
13 resident manager was not in the office during business hours and could not be reached, which  
14 happened about two (2) or three (3) times randomly over the course of that period. From the  
15 resident managers' reactions of shock and derision, as the case might be, Plaintiff concludes  
16 each month that no one else—or at least very few people—do anything to prove they have  
17 given Defendants their rent checks in a timely fashion. Therefore, it must be memorable to  
18 the resident managers that Plaintiff has done so.

19 88. Plaintiff also drives vehicles directly out of the Park as she knows Homeowners at the subject  
20 property are entitled to do because they were entitled to do so when rent control passed. The  
21 resident manager has made gestures at her at least five (5) times over the course of that 20  
22 months indicating he or she believes Plaintiff should head out the other way, as Defendants  
23 changed the writing on the pavement to indicate in 2000. Moreover, Plaintiff has warned the  
24 resident manager when his or her behavior was more obnoxious than its normal, that she  
25 would someday sue the resident managers personally, and both resident managers, DENNIS  
26 SHAY and JUNE WILLIS, have reacted orally to those statements.

27 89. Plaintiff also called the City Department of Public Works in April 2011 and appealed a Rent  
28 Control Board decision on a case filed by her son. When the City Public Works Department

1 person came to check the sewer, resident manager JUNE WILLIS came to Plaintiff's house  
2 with that person and Plaintiff told WILLIS she could not come inside the yard. WILLIS  
3 responded orally and made comments to the City staff present about how strange she thought  
4 Plaintiff was. The next day resident manager DENNIS SHAY put a notice that one of  
5 Plaintiff's vehicles parked in front of her house was not properly registered and subject to  
6 towing. Plaintiff took the notice to the office and told SHAY she would sue him personally for  
7 retaliating against her for appealing the RCB decision and complaining about the sewer. He  
8 looked right at her and responded orally.

9 90. The effect of this open and notorious residency at the subject property and interaction with  
10 resident managers is that it is impossible for the fact that Plaintiff is residing there and has  
11 been since April 2010 to be a new fact only recently known to either resident manager.

12 91. On September 29, 2011, at about 1 p.m., Plaintiff became aware for the first time that  
13 Defendants were demolishing 40- to 50-year-old trailers at the subject property, which anyone  
14 knows have asbestos in them.

15 92. Plaintiff at the same time became aware this demolishing was being done without any care for  
16 workmen being protected by wearing appropriate gear and being trained and supervised  
17 properly to handle hazardous materials, which at the time she limited to asbestos, or for  
18 residents being protected from its being broken up into tiny particles and released into the air  
19 and/or soil. These facts were obvious because workmen were dressed in short shirt sleeves,  
20 regular pants, and not even gloves, and took no care to cover anything to protect themselves  
21 and residents, when they began demolishing the trailer directly across from Plaintiff's home.

22 93. She immediately called the City of Santa Monica Code Compliance division and was informed  
23 they had no expertise regarding asbestos so she should call the SCAQMD, whose number  
24 the City staffperson gave her, and which she then called. She has since then maintained  
25 constant contact with these agencies and the press, as well as the City Council and later the  
26 U. S. Environmental Protection Agency, about issues of hazardous waste disposal at the  
27 subject property. Beginning September 29, 2011, she sent copies of complaint documents  
28 about hazardous waste disposal sent to governmental agencies, to the Defendants.

- 1 94. Twelve (12) days later her son received a letter from JILL ARTEAGA on behalf of all the  
2 Defendants claiming the resident manager had just recently seen Plaintiff at the subject  
3 property and claiming Plaintiff did not have a right to reside there.
- 4 95. Whether or not Defendants have any legal basis for the claim made that Plaintiff has no right  
5 to reside at the subject property, the claim is clearly retaliatory against her for reporting  
6 possible wrongdoing by Defendants to governmental agencies.
- 7 96. Under the local rent control law, sending any letter challenging a person 's right to reside at a  
8 housing unit constitutes part of the process of eviction and under state law any act of eviction  
9 is deemed to be wrongful eviction if it is retaliatory for exercising legal rights. It is not  
10 necessary for the tenant to be afraid of being evicted or to actually move.
- 11 97. The acts by Defendants outlined above therefore constitute wrongful eviction, which they  
12 claim a right to undertake, and their letter threatens this action will continue into the future.  
13 Plaintiff has observed wrongful evictions by Defendants in the past five years since they  
14 started trying to get rid of tenants, and those wrongful evictions went just the way this one  
15 began. Defendants made some outlandish claim and started harassing old people who live at  
16 the subject property. Eventually the tenants gave up and moved.
- 17 98. Plaintiff therefore alleges she has the same right to injunctive and declaratory relief and  
18 damages both compensatory and punitive, under this Cause of Action, as under the First  
19 Cause of Action incorporated herein, and therefore Plaintiff requests such relief here on the  
20 basis of violation of rights under the local rent control law and state law not to be subject to  
21 retaliatory eviction, as alleged there under the First Cause of Action.

22 SEVENTH CAUSE OF ACTION

23 (For Injunctive and Declaratory Relief, Compensatory and Punitive Damages, and Attorneys' Fees,  
24 Reserving the Right to Ask Leave of Court to Request Further and Different Types of Damages As  
25 Soon As The Existence and Extent of Same Are Known, for Fraudulent Unfair Competition, Against  
26 All Named Defendants except JAMES BREWSTER; and against DOES 1 through 20, Inclusive,  
27 and each of them, jointly and severally, Pursuant to C.C.P. §§ 525 et seq. and 1060.)

- 26 99. Plaintiff realleges and incorporates by reference as though set forth and repeated in  
27 full here, all allegations of ¶¶ 1 through 8 and 10 through 52, ¶ 54, ¶¶ 56 through 68, ¶¶ 70  
28 through 74, ¶¶ 76 through 84, and ¶¶ 86 through 98, inclusive, above.

1 100. Actions alleged herein were fraudulent and constitute unfair competition, as well as  
2 the other causes of action in which they are stated.

3 101. Plaintiff has lost well over \$10,000 in actual damages to date, from not being able to  
4 work due to Defendants' wrongful actions toward her, as alleged hereinabove.

5 102. In so doing as alleged hereinabove, Defendants knowingly, intentionally, and  
6 maliciously, for their own self-interest and in direct opposition to Plaintiff's interests, engaged  
7 in unfair competition by doing those wrongful actions.

8 103. Plaintiff therefore alleges she has the same right to injunctive and declaratory relief  
9 and damages both compensatory and punitive, under this Cause of Action, as under the First  
10 Cause of Action incorporated herein, and therefore Plaintiff requests such relief here on the  
11 basis of preventing, declaring, and reserving rights to damages for Defendants' engaging in  
12 unfair competition, as alleged there under the First Cause of Action.

13 EIGHTH CAUSE OF ACTION

14 (For Compensatory and Punitive Damages, and Attorneys' Fees, Reserving the Right to Ask Leave  
15 of Court to Request Further and Different Types of Relief As Soon As The Existence and Extent of  
16 Rights to Same Are Known, for Violation of Civil Rights, Against Defendant JAMES BREWSTER;  
and against DOES 1 through 20, Inclusive, and each of them, jointly and severally, Pursuant to  
C.C.P. §§ 525 et seq. and 1060.)

17 104. Plaintiff realleges and incorporates by reference as though set forth and repeated in full  
18 here, all allegations of Paragraphs 1 through 8 and 10 through 52, inclusive, Paragraph 54,  
19 Paragraphs 56 through 68, inclusive, Paragraphs 70 through 74, inclusive, Paragraphs 76  
20 through 84, inclusive, Paragraphs 86 through 98, inclusive, and Paragraphs 100 through 103,  
21 inclusive, above.

22 105. Plaintiff is informed and believes, and thereon alleges that Defendant JAMES  
23 BREWSTER is a City of Santa Monica Building Inspector who as part of his normal duties was  
24 on November 16, 2011 at the subject property to supervise demolition of one of the 10 trailers  
25 the other Defendants were demolishing then allegedly according to permit, as alleged  
26 hereinabove.

27 106. Plaintiff is informed and believes, and thereon alleges that City of Santa Monica  
28 Building Inspectors such as Defendant JAMES BREWSTER have no jurisdiction over

1 completed houses such as the one Plaintiff resides in, when such completed houses have not  
2 been involved in any construction or demolition.

3 107. Based on the fact the form was on her gate when she returned home that day,  
4 Plaintiff alleges Defendant JAMES BREWSTER on November 16, 2011 at the subject  
5 property came to the locked front gate of the completed house where Plaintiff resides, which  
6 completed house has not been involved in any construction or demolition recently, and filled  
7 out a form from the Building and Safety Division, entitled "Inspection Correction Notice," which  
8 has a spot to fill in the "Permit No.". On that "Permit No." spot, BREWSTER put his initials  
9 instead of any permit number, since there is not one applicable, and he filled in the blanks  
10 below the boxes with the following and stamped the form in red, James Brewster ext. 8136  
11 below the City's phone number:

12 "1. [*sic.*: no #2] Provide 36" wide Path [*sic.*] of Egress [*sic.*] From [*sic.*] Coach [*sic.*].

13 \* Code Compliance will Follow [*sic.*] up."

14 108. It appears to Plaintiff and on this ground she alleges—as she will verify in future  
15 discovery in this matter—that this Defendant took it upon himself, beyond the scope of the  
16 duties of his job, to help out the other Defendants who are trying their best to get rid of an  
17 opponent of their proposed development by harassing her. No lawful purpose for this action  
18 by this Defendant at this time appears. In fact, the reverse side of the form uses repeatedly  
19 such words as "construction project," "plan check," "permitting," and "inspection," all of which  
20 apply only to construction/demolition projects, not to inspection of a completed house that has  
21 been here a good 50 years since it was involved in any construction.

22 109. The other Defendants called Code Enforcement on April 6, 2011 and put a note  
23 on one of Plaintiff's vehicles claiming it was subject to towing, in retaliation against Plaintiff for  
24 appealing the Rent Control Board decrease decision in the case she had filed against them,  
25 and for calling the City Public Works Department about Defendants not properly maintaining  
26 the sewers at the subject property.

27 110. Code Compliance on April 11, 2011 walked in without warning and without permission  
28 onto the house grounds, which along with earlier trespassing by other Defendants is why the



1 gate is now locked and Defendant BREWSTER could not come on the grounds of Plaintiff's  
2 house on November 16, 2011 unless he unlawfully broke and entered. That visit by Code  
3 Compliance has been over seven (7) months, the sidewalk in front of the house is just as it  
4 was then and has been for probably 50 years, since the concrete looks very old, but Code  
5 Compliance has never since April 11, 2011 cited Plaintiff for anything or "followed up."

6 111. The reason Code Compliance did not cite Plaintiff for failing to have an adequate size  
7 "path of egress" outside her house could be that "path of egress" in the International Building  
8 Code means the path from the farthest distance away from the exit inside the house to the  
9 exit, that maximum in houses is usually 200 feet, and the maximum in Plaintiff's house could  
10 not be more than 20 feet from the farthest point in the house to the 36" wide front door.  
11 Plaintiff also has a less wide back door, so the distance anyone would have to go to escape in  
12 case of a fire, power outage, or other emergency would be 10 feet. .

13 [http://www.specsandcodes.com/Articles/The%20Code%20Corner%20No.%2029%20-%20Travel](http://www.specsandcodes.com/Articles/The%20Code%20Corner%20No.%2029%20-%20Travel%20Distance.pdf)  
14 [%20Distance.pdf](http://www.specsandcodes.com/Articles/The%20Code%20Corner%20No.%2029%20-%20Travel%20Distance.pdf)

15 112. However, inapplicability of a claim of some violation does not absolve the person making  
16 the claim under color of law from liability for making the claim.

17 113. Helping out the other Defendants in harassing Plaintiff, under color of law, constitutes  
18 violation of Plaintiff's civil right to be free of unwarranted governmental intrusion into her  
19 private life and not to have government officials use color of law improperly to harass her.

20 114.. Plaintiff therefore alleges she has the same right to damages both compensatory and  
21 punitive, under this Cause of Action, as under the First Cause of Action incorporated herein,  
22 and therefore Plaintiff requests such relief here on the basis of preventing, declaring, and  
23 obtaining damages for violation of her civil rights.

#### 24 NINTH CAUSE OF ACTION

25 (Civil Conspiracy, Imposing Vicarious Liability for Causes of Action One through Seven or Eight, as Discovery  
26 May Show Each Defendant's Conspiracy Liability to Be, Against All Defendants, for all acts by any of them in  
furtherance of the common design, against each of them, jointly and severally)

27 115. Plaintiff realleges and incorporates by reference as though set forth and repeated in  
28 full here, all allegations of Paragraphs 1 through 8 and 10 through 52, inclusive, Paragraph

1 54, Paragraphs 56 through 68, inclusive, Paragraphs 70 through 74, inclusive, Paragraphs 76  
2 through 84, inclusive, Paragraphs 86 through 98, inclusive, Paragraphs 100 through 103,  
3 inclusive, and Paragraphs 105 through 114, inclusive, above.

4 116. Defendants, and each of them, either at the inception of the wrongful acts alleged  
5 hereinabove, or by joining the existing conspiracy of other Defendants later, agreed to a plan  
6 to accomplish the wrongful design against Plaintiff of each of the other Defendants.

7 117. Wrongful acts were undertaken to harm Plaintiff, in furtherance of the wrongful plan,  
8 as alleged hereinabove.

9 118. Plaintiff is informed and believes and on that basis alleges, that each Defendant is a  
10 knowing participant in the conspiracy to harm Plaintiff.

11 119. In so doing as alleged hereinabove, each Defendant knowingly, intentionally, and  
12 maliciously, for his/her/its own self-interest and in direct opposition to Plaintiff's interests,  
13 entered into, was a conscious member of, and participated in the conspiracy to engage in the  
14 acts alleged hereinabove.

15 120. Plaintiff therefore alleges each Defendant is vicariously liable for each action in  
16 furtherance of the conspiracy to commit these acts, fully liable for the harm to Plaintiff caused  
17 by the actions of any Defendant, and subject to the Court's orders for relief of whatever kind,  
18 as though each Defendant had actively committed each and every act committed by any  
19 Defendant.

20 **WHEREFORE, Plaintiff prays:**

21 On All Causes of Action Except the Eighth, Against All Defendants Except James Brewster, and  
22 Including the Eighth and Defendant JAMES BREWSTER if Future Discovery Shows Same to Be Warranted,  
23 jointly and severally :

- 24 1. After minimum notice as required by law and separate hearing, for a temporary restraining  
25 order and an order to show cause why a preliminary injunction enjoining each and every  
26 action by Defendants proven as alleged in each cause of action should not be entered, and  
27 for entry of such preliminary injunction until after trial or such other time as the Court deems  
28 just and proper;

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- 2. Thereafter, after separate motion and hearing, for entry of a permanent injunction enjoining each and every action by Defendants proven as fulfilling the elements of each cause of action of Plaintiff, until such time as the Court deems just and proper;
- 3. For incidental damages associated with having to obtain injunctive relief, according to proof after appropriate discovery;
- 4. For a declaration affirming Plaintiff's rights as to each cause of action;
- 5. Damages, compensatory and/or punitive, according to proof;
- 6. If Plaintiff requests, leave of court to amend this FAC to add claims for further damages both compensatory and/or punitive, as shown to be proper;

On the Eighth Cause of Action Against JAMES BREWSTER:

- 7. For compensatory damages according to proof;
- 8. For treble damages according to federal civil rights violation statutes, according to proof;
- 9. For punitive or exemplary damages in the amount necessary to punish and make an example of Defendant and deter future similar behavior by himself and others;

On All Causes of Action, and Each of Them, Against All Defendants, jointly and severally:

- 10. For costs of suit herein incurred, including reasonable attorney's fees pursuant to applicable law for Plaintiff as pro per aided by attorneys who do not become attorneys of record, and/or for attorneys themselves after Plaintiff hires same to prosecute this action; and
- 11. For such other and further relief as the Court may deem just and proper.

DATED: November 28, 2011

Respectfully submitted,



Brenda Barnes  
Plaintiff in pro per

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VERIFICATION

The undersigned, says:

I am the Plaintiff in this action, and sign this verification and state the following on the basis of my own personal knowledge.

I have read the foregoing First Amended Complaint, and it is true, of my own personal knowledge, except for matters stated on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 28, 2011, at Santa Monica, California.

  
BRENDA BARNES

PROOF OF SERVICE BY MAIL

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STATE OF CALIFORNIA     )  
  )  
COUNTY OF LOS ANGELES    )


P. R. Naughton is sworn and says:

I am over the age of 18 and not a party to the within action. My business address is 406 Broadway, #332F, Santa Monica, California 90401.

On November 29, 2011, I served the **1ST AMENDED COMPLAINT** on Defendants MARC LUZZATTO, JAMES MURAMATSU, VILLAGE TRAILER PARK, LLC and VILLAGE TRAILER PARK, Inc. by placing a true and correct copy in a sealed envelope with sufficient first-class postage affixed and placing the envelope in the United States mail at Santa Monica, California, addressed to the attorney's office listed below as follows:

Jerry Rappaport, A Prof. Corp., Attorney  
3100 Donald Douglas Loop North, Suite 204B  
Santa Monica, CA 90405

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this Declaration was executed on November 29, 2011 at Santa Monica, California.



\_\_\_\_\_  
P. R. Naughton