

ENDORSED
FILED
ALAMEDA COUNTY

MAY 16 2017

CLERK OF THE SUPERIOR COURT
By: ERICA BAKER, Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA - UNLIMITED JURISDICTION

IN RE GHOST SHIP FIRE LITIGATION

Case No.: RG16843631 (And Related Cases)

Plaintiffs

COMPLAINT FOR:

vs.

1. NEGLIGENCE

2. NEGLIGENCE AGAINST PG&E

DEFENDANTS

3. PREMISES LIABILITY

4. NEGLIGENT FAILURE TO EVICT

5. NEGLIGENT HIRING,

SUPERVISION, TRAINING AND/OR

RETENTION

6. PUBLIC NUISANCE

7. STRICT LIABILITY

8. SURVIVAL ACTION

9. NEGLIGENT INFLICTION OF

EMOTIONAL DISTRESS

10. INTENTIONAL INFLICTION OF

EMOTIONAL DISTRESS

DEMAND FOR JURY TRIAL

CHOR NAR SIU NG, individually and as
Trustee of the CHOR NAR SIU NG
REVOCABLE TRUST DATED SEPTEMBER
28, 2007;
EVA NG;
KAI NG;
DERICK ION ALMENA;
MICAH ALLISON;
NICHOLAS ALEXANDER BOUCHARD;
DANIEL LOPEZ;
510 CUSTOM AUDIO;
OMAR VEGA, individually and dba CUSTOM
O'S;
JOHN HRABKO aka RADAR;
AMANDA BETH BROWN, individually and
dba 100% SILK;
BRITT BROWN, individually and dba 100%
SILK;
100% SILK;
NOT NOT FUN RECORDS;
JOEL SHANAHAN aka GOLDEN DONNA;
RUSSELL E.L. BUTLER aka BLACK JEANS;
OPAL RECORDS;
BENJAMIN CANNON;
MAX OHR;
PACIFIC GAS & ELECTRIC COMPANY;
PG&E CORPORATION;
and DOES 1 through 500, inclusive,

Defendants.

TABLE OF CONTENTS

	Page
I. INTRODUCTION.....	1
II. JURISDICTION AND VENUE.....	1
III. THE PARTIES	2
A. PLAINTIFFS.....	2
B. NAMED DEFENDANTS	2
C. DOE DEFENDANTS	7
D. AGENCY AND CONCERT OF ACTION.....	8
IV. FACTUAL BACKGROUND	8
A. THE OWNERS AND LESSEES OF THE GHOST SHIP AND ADJOINING BUILDINGS	8
B. THE DANGEROUS AND UNSAFE GHOST SHIP	10
C. KNOWN USE OF GHOST SHIP AS AN EVENT VENUE/CABARET.....	17
D. PRIOR FIRES AT THE GHOST SHIP AND ADJOINING BUILDINGS	20
E. THE OWNERS/MANAGERS OF THE GHOST SHIP KNEW ABOUT THE PRIOR FIRES AND RECEIVED PRIOR COMPLAINTS ABOUT THE DANGEROUS ELECTRICAL SYSTEM AND UNSAFE CONDITIONS	20
F. ALLEGATIONS SPECIFIC TO PG&E AND DOES 251 THROUGH 300	23
G. THE EVENT ON DECEMBER 2, 2016	29
V. CAUSES OF ACTION	33
FIRST CAUSE OF ACTION FOR NEGLIGENCE AGAINST ALL DEFENDANTS, EXCEPT PG&E DEFENDANTS AND DOES 251 THROUGH 300	33
SECOND CAUSE OF ACTION FOR NEGLIGENCE AGAINST THE PG&E DEFENDANTS AND DOES 251 THROUGH 300	38
THIRD CAUSE OF ACTION FOR PREMISES LIABILITY AGAINST ALL DEFENDANTS.....	42
FOURTH CAUSE OF ACTION NEGLIGENT FAILURE TO EVICT AGAINST DEFENDANTS CHOR NG, EVA NG, KAI NG AND DOES 1 THROUGH 50, INCLUSIVE.....	44
FIFTH CAUSE OF ACTION FOR NEGLIGENT HIRING, SUPERVISION, TRAINING AND/OR RETENTION AGAINST ALL DEFENDANTS	46
SIXTH CAUSE OF ACTION FOR PUBLIC NUISANCE AGAINST ALL DEFENDANTS.....	47

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2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
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23
24
25
26
27
28

	SEVENTH CAUSE OF ACTION FOR STRICT LIABILITY AGAINST DEFENDANTS PG&E AND DOES 251 THROUGH 300	47
	EIGHTH CAUSE OF ACTION – SURVIVAL ACTION AGAINST ALL DEFENDANTS.....	49
	NINTH CAUSE OF ACTION FOR NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS AGAINST ALL DEFENDANTS	52
	TENTH CAUSE OF ACTION FOR INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS AGAINST ALL DEFENDANTS	53
VI.	PRAYER FOR RELIEF	55
VII.	JURY TRIAL DEMANDED	55

1 Plaintiffs bring this action for damages and make the following allegations based upon
2 information and belief.

3 **I. INTRODUCTION**

4 1. This case arises from the horrific fire that occurred on December 2, 2016, at the
5 “Ghost Ship,” which is located at 1315 31st Avenue in the City of Oakland, County of Alameda,
6 State of California. Thirty-six (36) people lost their lives and many others were seriously injured.

7 2. At approximately 11:15 pm on December 2, 2016, over 100 invitees were at an
8 electronic dance music event when the fire started inside the Ghost Ship. These invitees, along with
9 artists performing at the event and residents, were plunged into darkness and thick, black smoke and
10 tried to exit the unsafe structure.

11 3. The interior of the 10,000 square-foot Ghost Ship was a death trap that contained a
12 maze of makeshift rooms, alcoves and partitions. It was cluttered with carvings, mannequins,
13 paintings, artwork, scraps of wood, pianos, furniture, tapestries and several recreational vehicles.

14 4. The Ghost Ship lacked a safe means of access between the upper floor where the
15 music event was and the exit on the ground floor. The Ghost Ship lacked adequate and sufficient
16 fire safety measures and was not up to fire protection and life safety codes, including, but not
17 limited to, not having adequate and sufficient smoke alarms, fire extinguishers, overhead
18 sprinklers, exit signs, emergency lighting, exit lights and a safe means of exit, all in violation of
19 applicable statutes.

20 5. Thirty-six (36) people were unable to exit and were trapped in the inferno inside.
21 These victims suffered injuries from the fire, including from smoke inhalation, while trying to
22 escape. The victims who perished were alive and feared for their safety. They were eventually
23 overcome by the fire and smoke, and subsequently died inside the Ghost Ship. They did not die
24 instantaneously when the fire broke out. They were injured and suffered from the injuries caused by
25 the fire and smoke for many minutes before dying. This horrific disaster was foreseeable.

26 **II. JURISDICTION AND VENUE**

27 6. The amount in controversy exceeds the jurisdictional limits of the Superior Court,
28 Limited Jurisdiction.

7. Venue is proper in Alameda County Superior Court because one or more Defendants reside in the County of Alameda, is subject to the personal jurisdiction of this Court, and the injury and damage to Plaintiffs occurred within the jurisdictional area of this Court.

III. THE PARTIES

A. PLAINTIFFS

8. Plaintiffs suffered wrongful death, personal, emotional and/or economic injuries as a result of the Ghost Ship fire. Plaintiffs bring their causes of action as an heir to a victim that died as a result of the Ghost Ship fire and/or for his or her own injuries sustained as a result of the Ghost Ship fire.

B. NAMED DEFENDANTS

9. Defendants CHOR NAR SIU NG, individually and as trustee of the CHOR NAR SIU NG REVOCABLE TRUST DATED SEPTEMBER 28, 2007, EVA NG, KAI NG and DOES 1 through 50, inclusive, and each of them, are and were, at all times relevant hereto, owners and/or managers of the real property upon which the Ghost Ship was located. Said Defendants are and were, at all times relevant hereto, the owners and/or managers of the real property parcels with Assessor Parcel Numbers (“APN”) 25-690-11, APN 25-690-10 & APN 25-690-9, and street addresses of 1305, 1309, 1313 and 1315 31st Avenue and 3071 and 3073 International Boulevard, Oakland.

10. CHOR NAR SIU NG is a natural person who is, and at all times relevant hereto, was a resident of the County of Alameda, State of California. CHOR NAR SIU NG is also referred to herein as CHOR NG.

11. EVA NG is a natural person who is, and at all times relevant hereto, was a resident of the County of Alameda, State of California.

12. KAI NG is a natural person who is, and at all times relevant hereto, was a resident of the County of Alameda, State of California.

13. Defendants DERICK ION ALMENA, MICAH ALLISON, NICHOLAS ALEXANDER BOUCHARD and DOES 51 through 100, inclusive, and each of them, leased, rented, promoted, marketed, controlled, secured, operated, built, constructed, developed, designed,

1 engineered, maintained, managed, inspected, repaired and/or provided services to 1305 31st Avenue
2 and 1315 31st Avenue, including the Ghost Ship, where events open to the public were held and
3 entertainment was provided. Said Defendants had been leasing the Ghost Ship for at least three years
4 and had converted the Ghost Ship into residential ad hoc spaces/units and leased those spaces to
5 others. Permits were not obtained by said Defendants for the conversion to residential or public
6 events held at the Ghost Ship.

7 14. DERICK ION ALMENA is a natural person who is, and at all times relevant hereto,
8 was a resident of the County of Alameda, State of California. DERICK ION ALMENA is also
9 referred to herein as ALMENA.

10 15. MICAH ALLISON is a natural person who is, and at all times relevant hereto, was a
11 resident of the County of Alameda, State of California. MICAH ALLISON is also referred to
12 herein as ALLISON.

13 16. NICHOLAS ALEXANDER BOUCHARD is a natural person who is, and at all
14 times relevant hereto, was a resident of the County of Alameda, State of California. NICHOLAS
15 ALEXANDER BOUCHARD is also referred to herein as BOUCHARD.

16 17. Defendants DANIEL LOPEZ, 510 CUSTOM AUDIO, OMAR VEGA, individually
17 and dba CUSTOM O'S, and DOES 101 through 150, inclusive, and each of them, leased, rented,
18 marketed, controlled, secured, operated, built, constructed, developed, designed, engineered,
19 maintained, managed, inspected and/or repaired 1309 31st Avenue and 1313 31st Avenue and/or the
20 premises located on Assessor Parcel Number, APN 25-690-10, manufactured, distributed and/or sold
21 materials to the Ghost Ship and the adjacent and surrounding premises, and provided utilities and
22 services to the Ghost Ship. Defendants DANIEL LOPEZ, 510 CUSTOM AUDIO, OMAR VEGA,
23 individually and dba CUSTOM O'S, and DOES 101 through 150 supplied electricity from their
24 premises, restrooms and event space on their premises for use by patrons and invitees during music
25 and other events held at the Ghost Ship.

26 18. 510 CUSTOM AUDIO is, and at all times relevant hereto, was a California
27 corporation organized and existing under the laws of the State of California, with its principal place of
28 business in Oakland.

1 19. DANIEL LOPEZ is a natural person who is, and at all times relevant hereto, was a
2 resident of the County of Alameda, State of California. DANIEL LOPEZ is also referred to herein
3 as LOPEZ.

4 20. OMAR VEGA is a natural person who is, and at all times relevant hereto, was a
5 resident of the County of Alameda, State of California. OMAR VEGA is also referred to herein as
6 VEGA. VEGA was the owner and/or sole proprietor of CUSTOM O'S.

7 21. Defendants JOHN HRABKO also known as RADAR, 100% SILK, BRITT
8 BROWN, AMANDA BETH BROWN, NOT NOT FUN RECORDS, JOEL SHANAHAN also
9 known as GOLDEN DONNA, RUSSELL E.L. BUTLER also known as BLACK JEANS, OPAL
10 RECORDS and DOES 151 through 200, inclusive, and each of them, promoted, marketed, sold
11 tickets at, leased, rented, performed at, controlled, secured, operated, developed, designed,
12 engineered, maintained, managed, inspected and/or provided services at the Ghost Ship, and the
13 adjacent and surrounding premises, where entertainment was provided on December 2, 2016.

14 22. JOHN HRABKO aka RADAR is a natural person who is, and at all times relevant
15 hereto, was a resident of Alameda County, California, and conducting substantial business in the
16 State of California, including the County of Alameda. JOHN HRABKO is also referred to herein
17 as HRABKO.

18 23. 100% SILK is and was, at all times relevant hereto, a business entity, form
19 unknown, owned and/or operated by BRITT BROWN, AMANDA BETH BROWN and/or NOT
20 NOT FUN RECORDS, who are also the alter egos of 100% SILK. 100% SILK "an independent
21 record label and taste-maker in the expanding and evolving world of electronic dance music."¹
22 100% SILK was founded in 2011 by BRITT BROWN, AMANDA BETH BROWN and/or NOT
23 NOT FUN RECORDS, and is the sub-label and/or subsidiary of NOT NOT FUN RECORDS.
24 BRITT BROWN, AMANDA BETH BROWN and/or NOT NOT FUN RECORDS, at all times
25 relevant hereto, mentioned, dominated, influenced and controlled 100% SILK and the officers
26 thereof as well as the business, property and affairs of each of said businesses and/or individuals.

27
28

¹<http://silkdokumentary.vhx.tv/>.

1 There existed and now exists a unity of interest and ownership between 100% SILK and each of
2 the alter egos, i.e., BRITT BROWN, AMANDA BETH BROWN and/or NOT NOT FUN
3 RECORDS. The individuality and separateness of said Defendants and 100% SILK have ceased.
4 100% SILK has been and now is a mere shell and naked framework which BRITT BROWN,
5 AMANDA BETH BROWN and/or NOT NOT FUN RECORDS used as a conduit for the conduct
6 of their personal business, property and affairs.

7 24. BRITT BROWN is a natural person who is, and at all times relevant hereto, was a
8 resident of the County of Los Angeles, State of California, and was conducting substantial
9 business in the State of California, including the County of Alameda. BRITT BROWN is an
10 owner, founder, operator, sole proprietor, alter ego, partner, joint venturer, agent, and/or officer of
11 NOT NOT FUN RECORDS and 100% SILK.

12 25. AMANDA BETH BROWN is a natural person who is, and at all times relevant
13 hereto, was a resident of the County of Los Angeles, State of California, and was conducting
14 substantial business in the State of California, including the County of Alameda. AMANDA
15 BETH BROWN is also referred to herein as AMANDA BROWN. AMANDA BROWN is an
16 owner, founder, operator, sole proprietor, alter ego, partner, joint venturer, agent, and/or officer of
17 NOT NOT FUN RECORDS and 100% SILK.

18 26. NOT NOT FUN RECORDS is, and at all times relevant hereto, was a California
19 corporation organized and existing under the laws of the State of California with its principal place
20 of business in the County of Los Angeles. NOT NOT FUN RECORDS is a Los Angeles based
21 record label founded by BRITT BROWN and AMANDA BROWN, and is also the parent
22 company and/or alter ego of 100% SILK.

23 27. JOEL SHANAHAN, also known as GOLDEN DONNA, is a natural person who is,
24 and at all times relevant hereto, was conducting substantial business in the State of California,
25 including the County of Alameda. JOEL SHANAHAN is also referred to herein as SHANAHAN.
26 SHANAHAN was an artist on the 100% SILK/NOT NOT FUN RECORDS label and was
27 involved in the organization, promotion, sale, marketing, advertising, provision of security and
28 provision of entertainment of the music event on December 2, 2016.

1 28. RUSSELL E.L. BUTLER, also known as BLACK JEANS, is a natural person who
2 is, and at all times relevant hereto, was conducting substantial business in the State of California,
3 including the County of Alameda. RUSSELL E.L. BUTLER is also referred to herein as
4 BUTLER. BUTLER was involved in the planning, organization, promotion, sale, marketing,
5 advertising, provision of security and provision of entertainment of the event at the Ghost Ship,
6 and is an artist who is represented, managed and/or employed by OPAL RECORDS.

7 29. OPAL RECORDS is, and at all times relevant hereto, was conducting substantial
8 business in the State of California, including the County of Alameda. OPAL RECORDS is a
9 music label based in the United Kingdom, whose artists include BUTLER, and was involved in
10 the planning, organization, promotion, sale, marketing, advertising, provision of security and
11 provision of entertainment of the event at the Ghost Ship.

12 30. Defendants BENJAMIN CANNON and DOES 201 through 250, inclusive, and
13 each of them, performed work at the Ghost Ship and the adjoining buildings, including but not
14 limited to electrical work. Said Defendants also leased, occupied, inspected, maintained, repaired
15 and/or controlled the Ghost Ship and/or adjoining buildings.

16 31. BENJAMIN CANNON is a natural person who is, and at all times relevant hereto,
17 was a contractor, whose contractor's license with the State of California had expired. BENJAMIN
18 CANNON is also referred to herein as CANNON. CANNON sublet space from LOPEZ, 510
19 CUSTOM AUDIO, VEGA and/or DOES 101 through 150.

20 32. Defendant MAX OHR is a natural person, who did, and at all times relevant hereto,
21 live and work inside the Ghost Ship, operating his tattoo business, making jewelry and performing
22 at music events. MAX OHR is also referred to herein as OHR. OHR sublet space from
23 ALMENA, ALLISON, BOUCHARD and DOES 51 through 100. OHR was hired by ALMENA,
24 ALLISON, BOUCHARD, HRABKO, 100% SILK, BRITT BROWN, AMANDA BROWN, NOT
25 NOT FUN RECORDS, SHANAHAN, BUTLER, OPAL RECORDS and/or DOES 51 through 100
26 and 151 through 200 to promote and work the event on December 2, 2016. The services he provided
27 include, but are not limited to promoting the event, collecting the entrance fee and providing security.

28 ///

1 33. Defendants PACIFIC GAS & ELECTRIC COMPANY, PG&E CORPORATION
2 and DOES 251 through 300, inclusive, and each of them, provided and/or worked on the electric
3 service provided to the Ghost Ship and adjoining buildings.

4 34. PACIFIC GAS & ELECTRIC COMPANY, a subsidiary corporation of PG&E
5 Corporation, is incorporated in the State of California and is based in San Francisco. PACIFIC
6 GAS & ELECTRIC COMPANY is also referred to herein as PG&E COMPANY. PG&E
7 COMPANY is a combination natural gas and electric utility which provides gas and electric
8 service to millions of customers in northern and central California.

9 35. PG&E CORPORATION is an energy-based holding company incorporated in the
10 State of California. PG&E CORPORATION is the parent company of PG&E COMPANY.
11 Collectively, PACIFIC GAS & ELECTRIC COMPANY and PG&E CORPORATION are
12 referred to herein as the "PG&E."

13 **C. DOE DEFENDANTS**

14 36. At all times relevant hereto, Defendants DOES 301 through 500, inclusive, and
15 each of them, were somehow negligent or otherwise responsible for the injuries and death of the
16 Ghost Ship fire victims and the damages alleged herein.

17 37. Plaintiffs are informed and believe, and thereon allege that each of the Defendants,
18 including DOES 301 through 500, is negligently or otherwise responsible in some manner for the
19 events and happenings herein referred to and those Defendants negligently acted, or failed to act.
20 Their negligence and/or failure to act and the dangerous conditions on the subject premises legally
21 caused the injuries and damages hereinafter set forth.

22 38. The true names and capacities, whether individual, corporate, associate or
23 otherwise of Defendants DOE 1 through DOE 500, inclusive, are unknown to Plaintiffs who
24 therefore sue said Defendants by such fictitious names pursuant to Code of Civil Procedure
25 section 474. Plaintiffs further allege each fictitious Defendant is in some manner responsible for
26 the acts and occurrences set forth herein. Plaintiffs will amend this Complaint to show their true
27 names and capacities when the same are ascertained.

28 ///

1 **D. AGENCY AND CONCERT OF ACTION**

2 39. At all times relevant hereto, each of the Defendants was the agent, servant,
3 employee, partner, aider and abettor, contractor, subcontractor, co-conspirator and/or joint
4 venturer of each of the remaining Defendants named herein and were at all times operating and
5 acting within the purpose, course and scope of said agency, service, employment, partnership,
6 conspiracy, contract, alter ego and/or joint venture, and with the permission and consent of their
7 co-Defendants. Each Defendant has rendered substantial assistance and encouragement to the
8 other Defendants, knowing that their conduct was wrongful and/or unlawful, and each Defendant
9 has ratified and approved the acts of each of the remaining Defendants.

10 **IV. FACTUAL BACKGROUND**

11 **A. THE OWNERS AND LESSEES OF THE GHOST SHIP AND ADJOINING**
12 **BUILDINGS**

13 40. 1305 31st Avenue is a structure located in an R-30 Zone, yet it is considered by
14 Alameda County to be a “Warehouse, Portion of a Single Economic Unit.” This Single Economic
15 Unit includes APN 25-690-11 (1305 31st Ave.), APN 25-690-10 (1315 31st Ave.) and APN 25-
16 690-9 (3703 International Blvd). The buildings sit at the corner of 31st Avenue and International
17 Blvd., and run almost the complete length of the block on 31st Avenue between International
18 Blvd. and East 13th Street. As part of the consolidated Single Economic Unit, there is an
19 undeveloped yard on the south side between the structure on 1305 31st Ave. and the residence at
20 1301 31st Ave.: APN No 25-690-5.

21 41. APN 25-690-11 was commonly referred to as the “Ghost Ship” by its occupants
22 and in various promotions of the illegal cabaret and businesses that operated there. Graffiti
23 painted on the front of it on the 31st Avenue side said “GHOSTSHIP.” The building, at various
24 times, also went by other names including, but not limited to, the Satya Yuga Collective. At
25 times, APN 25-690-11 has been misidentified as 1315 31st Ave. The building was covered in
26 graffiti, and debris obstructed the sidewalk and ingress/egress creating a dangerous condition of
27 public property for those seeking to enter or exit the building. See Photograph in Paragraph 43
28 below. From the outside, it was evident that the windows were blocked by debris stacked from

1 floor to ceiling and numerous metal objects were attached to the exterior of the building in a
2 dangerous manner.

3 42. APN 25-690-11 is reported to have been constructed in the early 1900s. Prior to
4 December 2, 2016, numerous unpermitted modifications to the entire Single Economic Unit had
5 occurred on numerous occasions including, but not limited to: a new electric service; new meters
6 and submeters; construction of illegal residential units; toilettes, kitchens and showers; inter and
7 intra building passageways to access bathrooms, residential and event spaces and the rooftop;
8 structural changes in the exterior and interior walls; and unpermitted and shared electrical systems.

9 43. Photograph showing the exterior of the Ghost Ship and side lot before the fire:²



21 44. Defendants CHOR NG, EVA NG, KAI NG and DOES 1 through 50, and each of
22 them, owned, leased, rented, marketed, controlled, secured, operated, built, constructed, developed,
23 designed, engineered, maintained, managed, inspected, repaired and/or provided services to the
24 premises. Said Defendants had mandatory and nondelegable duties to inspect and maintain APNs
25 25-690-11, 25-690-10 and 25-690-9 in a safe and usable condition, and to repair any dangerous or
26 unsafe conditions.

27
28 ²Source: "I-Team Timeline: Complaints Against Ghost Ship Warehouse Since 2014," ABC 7 News, Dan Noyes, December 5, 2016.

1 45. Defendants CHOR NG, EVA NG, KAI NG and DOES 1 through 50 leased the
2 property on APN 25 690-11, including the Ghost Ship to Defendants ALMENA, ALLISON,
3 BOUCHARD and DOES 51 through 100, and each of them.

4 46. Defendants CHOR NG, EVA NG, KAI NG and DOES 1 through 50, and each of
5 them, leased the property on APN 25 690-10, which had street addresses of 1309, 1313 and/or 1315
6 31 Ave. and/or 3071 International Blvd. to Defendants DANIEL LOPEZ, OMAR VEGA and DOES
7 101 through 150, and each of them.

8 **B. THE DANGEROUS AND UNSAFE GHOST SHIP**

9 47. Dangerous and flammable materials, including industrial and art supplies, propane
10 tanks that fueled camping stoves and recreational vehicles and their components and parts, were
11 located throughout the interior of the Ghost Ship. Photographs of the interior of the Ghost Ship
12 show how it contained a maze of makeshift rooms, alcoves and partitions, and was cluttered with
13 carvings, mannequins, paintings, artwork, scraps of wood, pianos, furniture, tapestries and several
14 recreational vehicle trailers.

15 48. Photograph showing the inside of the Ghost Ship before the fire:³



27
28 ³Source: "Video shows conditions inside Ghost Ship warehouse before fatal Oakland fire: 2 Investigates," KTVU, Simone Aponte, December 7, 2016 (updated January 30, 2017).

1 49. The Ghost Ship did not have adequate and sufficient fire safety measures and was
2 not up to fire protection and life-safety codes. The Ghost Ship did not have adequate and
3 sufficient smoke alarms, fire extinguishers, overhead sprinklers, exit signs, emergency lighting,
4 exit lights and a safe means of ingress and egress. Following its investigation, the Bureau of
5 Alcohol, Tobacco, Firearms and Explosives stated that the building did not appear to have any
6 fire-suppression system or alarms.

7 50. The main means of access between the ground floor of the Ghost Ship and the
8 second floor, where the event space was located, was a makeshift staircase made of pallets and
9 scrap wood. The staircase was not code compliant and had irregular angles and inconsistent
10 spacing between steps, which significantly impeded the ability of the invitees trapped inside to
11 exit. The only other means of access was a staircase hidden behind the performance stage on the
12 second floor and hidden in the corner of the ground floor.

13 51. Photograph showing bottom portion of the makeshift staircase before the fire:⁴

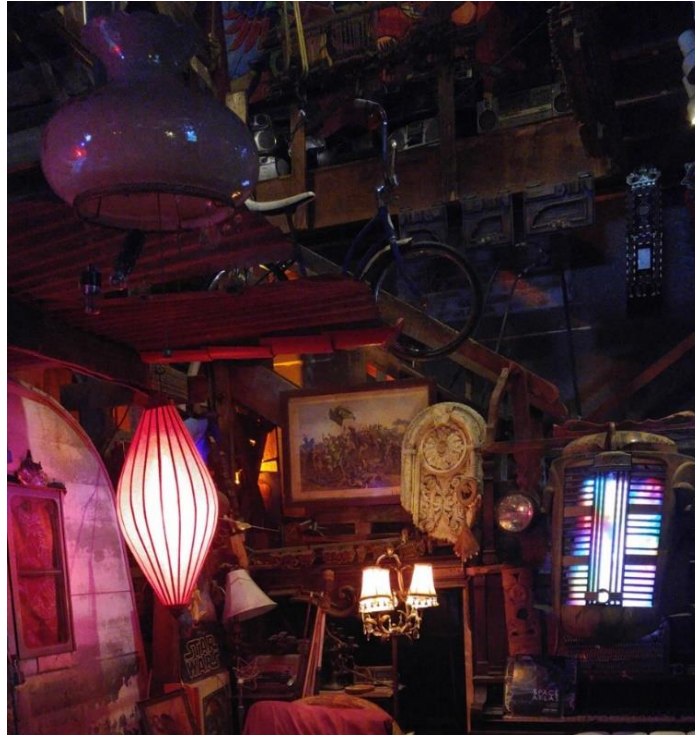


24 52. Photograph showing the top portion of the makeshift staircase and interior of the
25 Ghost Ship before the fire:⁵

26 ///

27
28 ⁴Source: <http://www.oaklandghostship.com> (last visited December 22, 2016).

⁵Source: <http://www.oaklandghostship.com> (last visited December 22, 2016).

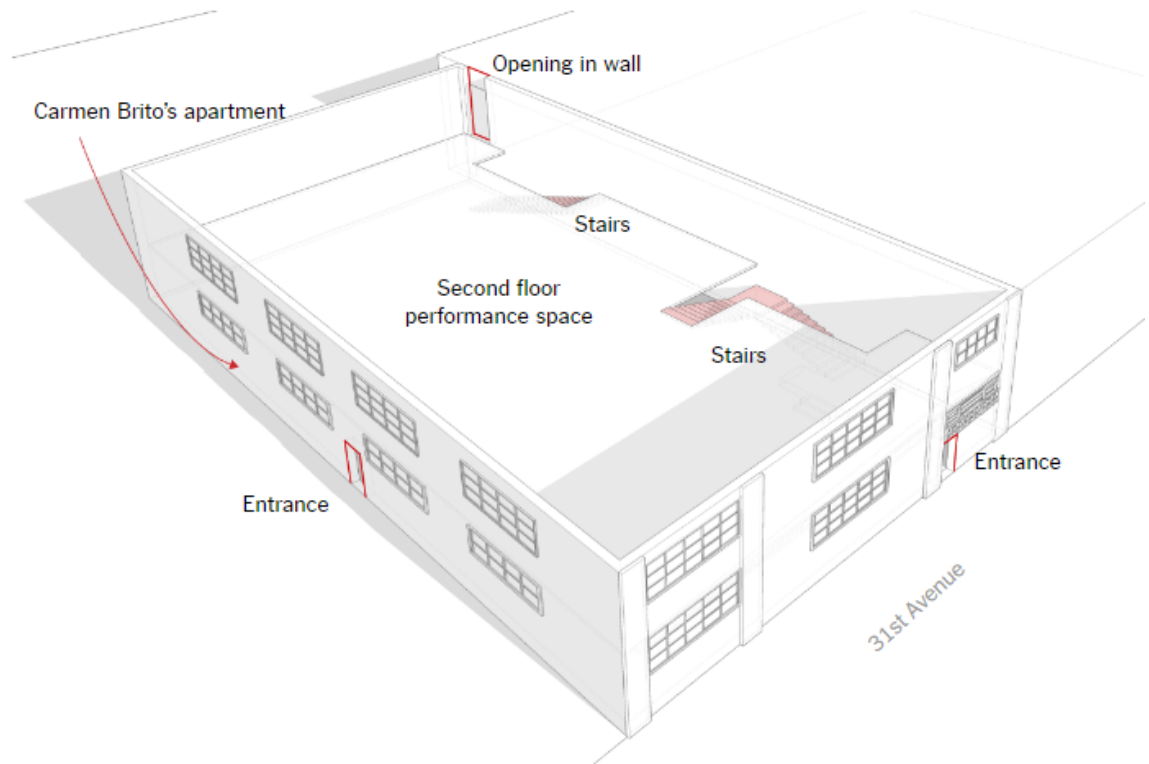


53. Photograph showing the makeshift staircase at night, which was representative of the Ghost Ship on December 2, 2016 before being plunged into darkness during the fire:⁶



⁶Source: @OpheliaNecro, "I am obsessed with this painting that was hanging above the staircase at Ghost Ship (The Oakland Warehouse). Any info on artist?pic.twitter.com/ByTjs9WuBv," December 6, 2016.

1 54. A makeshift opening on the second floor of the Ghost Ship provided access to
2 restrooms and additional residential and event space in the building next door (APN 25-690-10).
3 See “Opening in wall” in the diagram below:⁷



24 ///

25 ///

26 ///

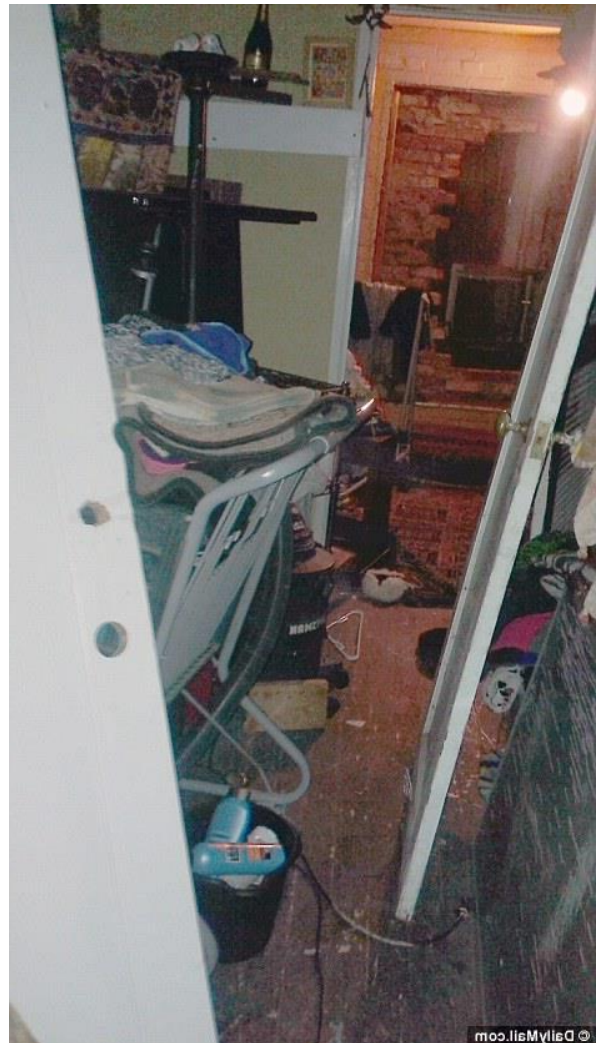
27 _____
28 ⁷Source: “Warehouse in Oakland Fire Was Used Illegally,” New York Times, Ford Fessenden & Anjali Singhvi, December 5, 2016.

1 55. Photographs showing the opening in the wall between the Ghost Ship and the
2 adjoining structure:⁸

3 Looking from Ghost Ship



Looking towards Ghost Ship



56. Defendants ALMENA, ALLISON, BOUCHARD and DOES 51 through 100,
leased the makeshift rooms and alcoves to approximately 24 individuals and entities, including
OHR. Said Defendants charged each between \$300 and \$700 per month, or so, per lease.
ALMENA and ALLISON lived on the second floor with their three minor children.

///

⁸Source: "EXCLUSIVE: Filth, chaos, weird religious symbols, feral animals and orgies - inside Oakland warehouse of horrors before deadly blaze as tenant tells of previous fires," The Daily Mail, Ryan Perry, December 6, 2016.

1 57. Photograph showing OHR's "Deeper Magic Tattoo Studio" inside the Ghost Ship
2 before the fire:⁹



16
17 58. The Ghost Ship lacked a safe and sufficient electrical system and supply. Power
18 to the Ghost Ship was supplied from a meter shared with the structures on APN 25-690-10 and
19 APN 25-690-9, and electricity was supplied through holes in the wall between the Ghost Ship
20 and the adjacent structures. Extension cords and cables were snaked throughout the Ghost Ship,
21 and electrical boxes were installed by unlicensed contractors, including ALMENA and
22 CANNON.

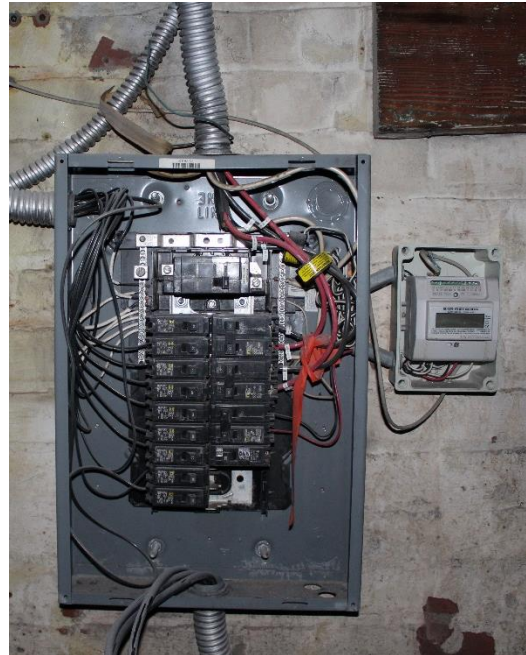
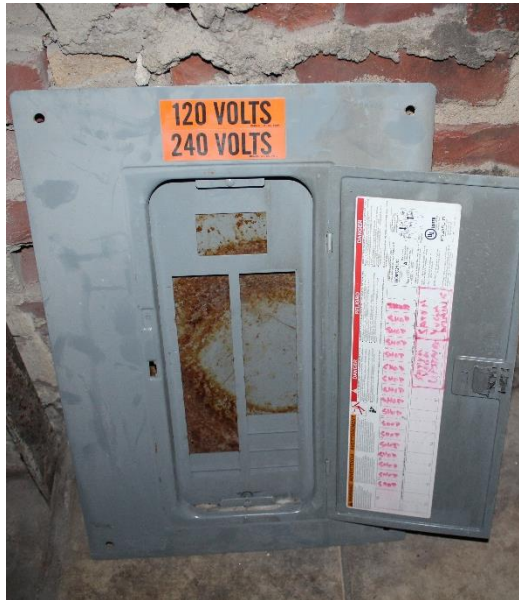
23 59. PG&E was the supplier of electricity to one or more of the structures located on
24 APNs 25-609-9, 25-609-10 and 25-609-11. The power from the high voltage transmission lines
25 entered APN 25-609-9 into a mechanical room, in a common area, where two meters were located.
26 One or more other meters were located throughout the structures in APN 25-609-10. No meter
27

28 ⁹Source: <http://www.oaklandghostship.com> (last visited December 22, 2016).

1 was located in APN 25-609-11. None of the meters were labeled as required to demonstrate the
2 parcels and/or establishments that they served.

3 60. Several submeters were installed throughout the buildings, which were used to
4 determine how much electricity was used by each tenant and/or subtenant of the buildings.
5 Photographs showing panel (circuit breaker) and submeter, located on APN 690-25-10 for
6 electricity to the Ghost Ship taken on February 22, 2017:

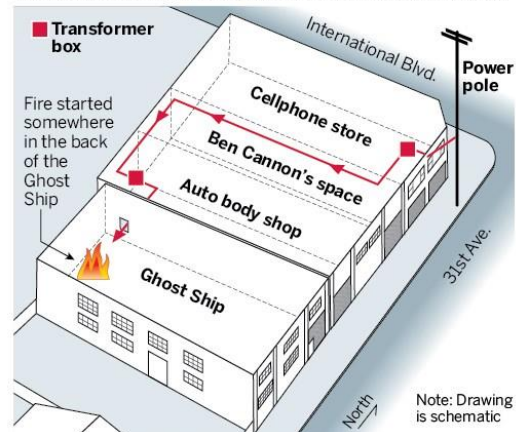
7 Satya Yuga is written on the panel



19 61. Diagram showing how
20 electricity was provided through the Ghost
21 Ship and the adjoining buildings:¹⁰

HOW POWER FLOWED TO GHOST SHIP

Newly obtained emails and documents further explain how electricity traveled to the Ghost Ship warehouse. Power flowed into the property from a utility pole on the street corner, beginning at a transformer above the cellphone store. Electricity then went to a second transformer in the auto body shop. Wires running through a hole in the wall supplied the warehouse artist collective. All the properties shared one PG&E meter.



10¹⁰“Exclusive: Ghost Ship owners knew of dangerous electrical system before deadly fire,” The Mercury News, by Aaron Davis, Matthias Gafni, Thomas Peele & David Debolt, March 24, 2017.

1 62. The electrical system was overloaded with excessive use by the dozens of people
2 who lived and worked at the Ghost Ship, including artists, musicians and tattoo artists that used
3 electrical equipment, as well as the musicians and groups that performed public events held at
4 the Ghost Ship. There were often sparks from the electrical system that smelled and circuit
5 breakers blew out often. Overloaded electrical lines at the rear of the Ghost Ship likely
6 contributed to the fire.

7 **C. KNOWN USE OF GHOST SHIP AS AN EVENT VENUE/CABARET**

8 63. The Ghost Ship had an open, obvious and known history of having public events
9 and parties inside, outside and on the roof top, and charging an entrance fee to the events. There
10 were numerous complaints of excessive noise and debris made to the City of Oakland Police
11 Department when events were occurring.

12 64. It was obvious that ALMENA, ALLISON and/or BOUCHARD were using the
13 Ghost Ship, under the name “Satya Yuga,” as a venue for private events. Satya Yuga’s Yelp page,
14 which lists the Ghost Ship address as the location of the business, contains pictures dating back to
15 February 2014 showing the second floor being used for private events.

16 65. One Yelp reviewer from March 9, 2015 wrote that ALMENA “demanded more
17 than double the original booking fee from the promoter,” the promoter refused to pay, and his
18 group was asked to leave from a “private event” and threatened with violence.¹¹

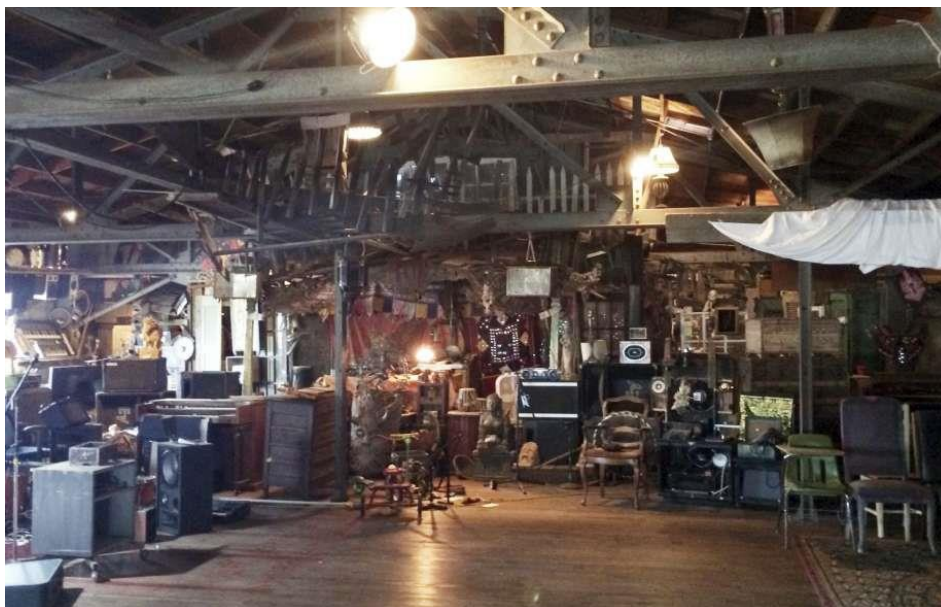
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28 ¹¹<https://yelp.com/biz/satya-yuga-oakland>.

66. Photographs showing the second floor performance stage/dance floor:¹²



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¹²Source 1st photograph: ‘It was a tinderbox’: Site of Oakland warehouse fire was jammed with flammable objects,” The Washington Post, Bontemps, Wang, Guerra & Scherer, December 4, 2016; photograph from Satya Yuga Facebook page. Source 2nd photograph: 2014 photograph provided by Ajesh Shah, “Oakland building where fire victims died was source of complaints,” SFGATE, by Jill Tucker, Rachel Swan, Erin Allday & J.K. Dineen, December 5, 2016.

67. Photograph showing a prior event at Ghost Ship and the performance stage/dance floor:¹³



68. Defendant OHR was a routine performer/disc jockey (“DJ”) at the Ghost Ship. Flyers, example depicted to the left, show that he was a “Resident DJ” and played several times a month.¹⁴

¹³Source: <http://www.oaklandghostship.com> (last visited December 22, 2016).

¹⁴Source: <http://www.oaklandghostship.com> (last visited December 22, 2016).

1 **D. PRIOR FIRES AT THE GHOST SHIP AND ADJOINING BUILDINGS**

2 69. There had been fires inside the Ghost Ship and the adjoining structures prior to
3 December 2, 2016. The most recent fire occurred the day before, on December 1, 2016, when a
4 refrigerator caught on fire. That fire was put out by one or more of the persons residing there.

5 70. In October 2014, a sofa caught fire outside the main entrance of the Ghost Ship
6 on 31st Avenue and had to be put out by Oakland Fire Department firefighters, who had been
7 hired, trained, supervised and retained by the City of Oakland.

8 71. On December 3, 2014, there was a transformer fire in the structure on APN 25-
9 690-10 that was likely caused by the overloading of the electrical power system.

10 72. According to former resident, jewelry maker Shelley Mack, there were three fires
11 when she lived there – in late 2014 and early 2015 – caused by faulty electrics.¹⁵

12 **E. THE OWNERS/MANAGERS OF THE GHOST SHIP KNEW ABOUT THE**
13 **PRIOR FIRES AND RECEIVED PRIOR COMPLAINTS ABOUT THE DANGEROUS**
14 **ELECTRICAL SYSTEM AND UNSAFE CONDITIONS**

15 73. In late 2014, CANNON reported the transformer fire in the structure on APN 25-
16 690-10 to KAI NG and EVA NG, and stated that it was likely caused by “catastrophically
17 overloading” the power system.¹⁶

18 74. On December 3, 2014, CANNON sent an invoice to KAI NG and EVA NG for
19 \$32,000 worth of electrical work to replace the burnt-out transformer. In that invoice,
20 CANNON stated that he found that the subpanels (also known as breaker boxes) were not
21 properly installed with grounding and “deferred maintenance dating back decades requiring
22 immediate intervention to avoid additional fires...every piece of wire downstream of main panel
23 (was) improperly installed, illegal and dangerous.”¹⁷ After that fire, CANNON had installed a
24 25-kilovolt-amp transformer, breakers, distribution panels, conduits and cable boxes.¹⁸

25 _____
26 ¹⁵“EXCLUSIVE: Filth, chaos, weird religious symbols, feral animals and orgies - inside Oakland warehouse of
27 horrors before deadly blaze as tenant tells of previous fires,” The Daily Mail, Ryan Perry, December 6, 2016.

¹⁶“Exclusive: Ghost Ship owners knew of dangerous electrical system before deadly fire,” The Mercury News, by
28 Aaron Davis, Matthias Gafni, Thomas Peele & David Debolt, March 24, 2017.

¹⁷*Id.*

¹⁸*Id.*

1 75. In an email to KAI NG in January 2015, CANNON wrote about the dangerous
2 electrical infrastructure in the buildings that had not yet been upgraded. That dangerous
3 infrastructure included the “tiny” transformer in the crawl space above the Boost mobile store
4 because it could not handle the electrical load. CANNON reported that the existing subpanels
5 and wiring in the crawl space were “grossly unsafe,” and recommended \$15,000 in electrical
6 upgrades to “get the whole building into a safe state.” He also stated: “We need a second
7 transformer because the building is split in half power wise, I’ve already replaced that first
8 transformer (we had no power when it went up in flames), but the second one is too small for the
9 loads on it as well.” KAI NG reportedly “balked” at the costs and the NGS did not do any work
10 to make the electrical system safe.¹⁹

11 76. On February 13, 2015, ALMENA reported to KAI NG that electricity flowed to
12 the Ghost Ship from the adjoining businesses within the block of buildings owned by the NGS
13 (APNs 25-690-10 and 25-690-9) through “ancient and violated lines of distribution” that were
14 “in dire need of a total and immediate upgrade.”²⁰

15 77. On February 15, 2015, KAI NG stated to ALMENA: “The lack of electrical
16 infrastructure was made very clear before your lease began.”²¹

17 78. In October 2016, Ghost Ship resident, Max Harris, emailed EVA NG and KAI
18 NG, further warning of the “overexertion” on the electrical system.²² Mr. Harris reported to
19 KAI NG that “it was terminal and was getting worse.” KAI NG just asked for more money.²³

20 79. Prior to the December 2, 2016 fire, Zachary “Zeke” Schultz, a former resident of
21 the Ghost Ship and a tenant of the building adjacent to the Ghost Ship, texted and spoke
22 extensively with the NG Defendants regarding people living in the Ghost Ship. The NGs agreed
23 that this was a problem, and stated that they planned to terminate the lease, which was set to
24 expire in November 2018.

25
26 ¹⁹*Id.*

27 ²⁰*Id.*

28 ²¹*Id.*

²²*Id.*

²³*Id.*

1 80. Subtenants and other individuals warned ALMENA that the Ghost Ship was a
2 “death trap” and told him to purchase fire extinguishers. Former resident, DeL Lee left after a
3 few months because he thought the Ghost Ship was unsafe. According to Lee: “I tried to throw
4 a party, and the power would shut off – because of the way it was set up, all the plugs were in
5 the same sockets. The whole place was wires and cables and wood....It would spark and
6 smell.”²⁴

7 81. Ms. Mack, who lived in one of the recreational vehicles parked inside, reported
8 that she moved out in February 2015, after complaining to ALMENA about the dangerous and
9 unsanitary conditions.²⁵

10 82. There were numerous complaints made to the City of Oakland, Planning and
11 Building Department, for hazardous and unsafe conditions, including the building being used
12 illegally for residential purposes. The complaints include, but are not limited to the following:

- 13 • April 9, 2014 – a “blight” complaint was filed, with the description: “Large
14 structures built at property, not strapped down or stable.”
- 15 • June 4, 2014 – a “blight” complaint was filed, with the description: “Vacant lot,
16 trash & debris, construction debris, vector issues.”
- 17 • September 30, 2014 – a “blight” complaint was filed, with the description:
18 “Pallets, construction materials blocking sidewalk.”
- 19 • October 7, 2014 – a “habitability” complaint was filed, with the description:
20 “Constructing house/structure without permits.”
- 21 • October 8, 2014 – a “habitability” complaint was filed. A building inspector
22 went to the property and reported that a “structure” had been removed so there
23 was no longer an actionable violation that could be cited.
- 24 • November 13, 2016 – a “blight” complaint was filed, with the description:
25 “There are a ton of garbage piling up on the property on 1305 31st Avenue.

26
27 ²⁴“Oakland warehouse fire: Overloaded electrical system seen as cause,” East Bay Times, Matthias Gafni & Thomas
Peele, December 12, 2016.

28 ²⁵EXCLUSIVE: Filth, chaos, weird religious symbols, feral animals and orgies - inside Oakland warehouse of horrors
before deadly blaze as tenant tells of previous fires,” The Daily Mail, Ryan Perry, December 6, 2016.

Also, a lot of items are left on the sidewalk near the property. Some trash was hazardous. This property is a storage but the owner turned it to become trash recycle site. the [sic] yard became a trash collection site and the main building was remodel for residential. The change causes our neighborhood looks very bad and creates health issue.”

- November 14, 2016 – a “blight” complaint was filed, with the description: “Illegal interior building structure.”

83. The notices of the violations were sent to CHOR NG. EVA NG responded to several notices.

84. The conditions of the Ghost Ship and surrounding properties constituted dangers to human safety and were in violation of local ordinances, including Oakland Municipal Code Sections: 8.24.020D (property inadequately maintained); 8.24.020C (building or structure in a state of disrepair); 8.40.170 (hallway and exit obstructions prohibited); 9.16.060 (lighting-approval of city before energy is supplied); 9.52.030 (permit required for special events); 15.08.050 (maintenance code-general standards); 15.08.190 (habitable space); 15.08.210 (room dimensions); 15.08.220 (light and ventilation); 15.08.240 (security); 15.08.260 (mechanical and electrical systems); 15.08.270 (exiting); 15.08.300 (wooden stairs); 15.08.310 (fire protection); 15.08.320 (smoke detectors); 15.08.340 (substandard and public nuisance buildings); 15.12.100 (CA Fire Code); 15.24.020 (substandard buildings); and 15.64.060 (abatement of security bars on windows).

85. The complaints and code violations unquestionably put the NGs on notice of the illegal, unsafe, residential and event space use of the Ghost Ship and adjoining buildings, dating back to at least 2014, over two years before the fire. The same is true of the Ghost Ship website, which was created over two years ago, and clearly displays the unsafe conditions of the property and its illegal use as an event space/cabaret.

F. ALLEGATIONS SPECIFIC TO PG&E AND DOES 251 THROUGH 300

86. When “PG&E” is referenced throughout this Complaint it shall mean to include their officers, directors, agents, employees and independent contractors and DOES 251 through

1 300, and each of them.

2 87. The California Public Utilities Commission (“CPUC”) regulates privately owned
3 electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation
4 companies. The CPUC serves the public interest by protecting consumers and ensuring the
5 provision of safe, reliable utility service and infrastructure at just and reasonable rates.

6 88. The CPUC process for regulating a franchise, such as that awarded to PG&E,
7 includes the establishment of certain regulations encompassed within, among other things, Rules
8 and Tariffs. These regulations involve a complex process. This process utilizes a formal set of
9 procedures ultimately resulting in the issuance of Decisions by the CPUC that are then codified in
10 Rules and obligations that both the public and utility must adhere to. This process often starts
11 with the CPUC receiving an “Advice Letter” from PG&E. “Advice Letter” means (1) an informal
12 request by a utility for Commission approval, authorization, or other relief, including an informal
13 request for approval to furnish service under rates, charges, terms or conditions other than those
14 contained in the utility's tariffs then in effect, and (2) a compliance filing by a load-serving entity
15 pursuant to Public Utilities Code Section 380. The advice letter then proceeds through a
16 regulatory process, and a “Disposition” is reached.

17 89. “Disposition” refers to the grant or rejection (including modification) of the relief
18 requested in an advice letter. The disposition of an advice letter will be by resolution adopted by
19 the CPUC, except for (1) an advice letter rejected without prejudice by the reviewing Industry
20 Division pursuant to General Rule 5.3, or (2) an advice letter that is subject to disposition by
21 Industry Division pursuant to General Rule 7.6.1. If the disposition results in a grant or
22 modification then a Decision is reached and the Rule is so modified and encapsulated with a Rule
23 which is then published and posted through a CPUC Sheet, showing the Rule and revisions.

24 90. PG&E owed various duties under statute, regulation and common law, including
25 but not limited to Electric Rules, to the owners and occupants of APNs 25-609-9, 25-609-10 and
26 25-609-11, their employees, invitees and guests, to provide safe and sufficient power to these
27 facilities.

28 ///

1 91. As a California employer, PG&E was required to have an injury and illness
2 prevention program for their employees, which included identifying and evaluating workplace
3 hazards, scheduled periodic inspections to identify unsafe conditions and work practices, and
4 correcting unsafe and unhealthy conditions and work practices in a timely manner. Cal. Labor
5 Code § 6401.7; see also Section 6400 & 8 C.C.R. 3203. PG&E’s assessment under these
6 California labor laws should have identified the unsafe conditions of its employees working at or
7 near APNs 25-609-9, 25-609-10 and 25-609-11. PG&E should then have corrected the unsafe
8 conditions and/or prevented its employees from working there before the December 2, 2016 fire.

9 92. Pursuant to Cal. Public Utility Code Section 702, every public utility “shall obey
10 and comply with every order, decision, direction, or rule made or prescribed by the commission in
11 the matters in any way relating to or affecting its business as a public utility, and shall do
12 everything necessary or proper to secure compliance therewith by all of its officers, agents, and
13 employees.”

14 93. The various state statutes, local ordinances, rules of the CPUC, and standards of
15 reasonable custom and practice, do impose direct and affirmative duties on operators of utilities
16 (including PG&E) for the safety of the public and civil penalties may be assigned against the
17 utility for failure to comply with them, including exemplary damages where warranted.

18 94. California Public Utilities Code Section 2106 was in force and effect at all times
19 relevant hereto. Section 2106 states:

20 Any public utility which does, causes to be done, or permits any act, matter, or thing
21 prohibited or declared unlawful, or which omits to do any act, matter, or thing required to
22 be done, either by the Constitution, any law of this State, or any order or decision of the
23 commission, shall be liable to the persons or corporations affected thereby for all loss,
24 damages, or injury caused thereby or resulting therefrom. If the court finds that the act or
25 omission was willful, it may, in addition to the actual damages, award exemplary damages.
26 An action to recover for such loss, damage, or injury may be brought in any court of
27 competent jurisdiction by any corporation or person.

28 95. At all times relevant hereto, PG&E, pursuant to Electric Rule 16 “Service
Extensions” had the right to enter and leave the premises at APNs 25-609-9, 10 & 11 for any
purpose connected with the furnishing of electric service (meter reading, inspection, testing,

1 routine repairs, replacement, maintenance, vegetation management, emergency work, etc.), and
2 the exercise of any and all rights secured to it by law, or under PG&E's tariff schedules.

3 96. At all times relevant hereto, Electric Rule 11 "Discontinuance and Restoration of
4 Service" was in force and effect. PG&E, pursuant to Rule No. 11, including Rules 11(H)(1&2) &
5 (I), Unsafe Apparatus or Condition, had the following rights and obligations:

6 H(1) PG&E may deny or terminate service to the customer immediately and without notice
7 when:

- 8 a. PG&E determines that the premises wiring, or other electrical equipment, or the use of
9 either, is unsafe, or endangers PG&E's service facilities; or
10 b. The customer threatens to create a hazardous condition; or
11 c. Any governmental agency, authorized to enforce laws, ordinances or regulations
involving electric facilities and/or the use of electricity, notifies PG&E in writing that the
customer's facilities and/or use of electricity is unsafe or not in compliance with applicable
laws, ordinances, or regulations

12 H(2) When relocation or replacement of electric service by PG&E is necessary, the
13 service, including the metering facilities, will be installed in locations mutually acceptable
14 to PG&E and the customer and which conform to current applicable codes, regulations and
15 standards. If no such mutually acceptable location can be agreed upon, PG&E shall
discontinue service until the customer and PG&E reach agreement.

16 I. SERVICE DETRIMENTAL TO OTHER CUSTOMERS

17 PG&E will not supply service to a customer operating equipment which is considered by
18 PG&E to be detrimental to either the service of other PG&E customers or to PG&E.
19 PG&E will terminate service and refuse to restore service to any customer who continues
to operate such equipment after receiving notification from PG&E to cease.

20 97. PG&E installed several "Smart Meters" in various parts of APNs 25-609-9 and 25-
21 609-10 and in doing so knew or should have known with reasonable diligence that the electrical
22 supply and distribution systems, including but not limited to plugs, wires, breakers, transformers
23 and other power delivery systems were dangerous, defective, out-of-code compliance, and an
24 imminent threat to the health, safety and lives of the owners, occupants, customers and invitees of
25 those structures. PG&E, however, failed to engage in mandatory or common law duties to
26 demand that the consumers/customers correct, replace and/or repair the facilities, correct, replace
27 or repair said facilities themselves or disconnect them until such time that the facilities were code
28 compliant and/or safe.

1 98. Electric Rule 16 also established a duty on behalf of PG&E to safely plan, design
2 and engineer their service extensions. Rule 16 states, in relevant part, the following:

3 A. GENERAL

4 (1) DESIGN. PG&E will be responsible for planning, designing, and engineering its
5 Service Extensions using PG&E's standards for design, materials and construction.

6 D. RESPONSIBILITIES FOR NEW SERVICE EXTENSIONS

7 (2) PG&E RESPONSIBILITY

8 a. SERVICE, METER, AND TRANSFORMER. PG&E will furnish, install, own, and
9 maintain the following Service Facilities as applicable after Applicant meets all
10 requirements to receive service:

11 (4) METERING. When the meter is owned by PG&E, PG&E will be responsible for
12 the necessary instrument transformers where required, test facilities, meters, associated
13 metering equipment, and the metering enclosures when PG&E elects to locate metering
14 equipment at a point that is not accessible to Applicant.

15 (5) TRANSFORMER. The transformer where required, including any necessary
16 switches, capacitors, electrical protective equipment, etc. When either a pad mounted
17 or overhead transformer is installed on Applicant's Premises, the Service Extension
18 shall include the primary conductors from the connection point at the distribution
19 supply line to the transformer and the secondary conductors, if any, from the
20 transformer to the Service Delivery Point.

21 d. GOVERNMENT INSPECTION. PG&E will establish electric service to Applicant
22 following notice from the governmental authority having jurisdiction that the
23 Applicant-owned facilities have been installed and inspected in accordance with any
24 applicable laws, codes, ordinances, rules, or regulations, and are safe to energize.

25 99. At all times relevant hereto, Electric Rule 18 "Supply to Separate Premises and
26 Submetering of Electric Energy" was in effect, and PG&E was required to separately meter each
27 premises/facility and or commercial enterprise. Rule 18 reads in relevant part:

28 A. SEPARATE METERING

Separate premises, even though owned by the same customer, will not be supplied through
the same meter, except as may be specifically provided for in the applicable rate schedule.

C. FURNISHING AND METERING OF ELECTRICITY:

1. RESIDENTIAL SERVICE

PG&E will furnish and meter electricity to each individual residential dwelling unit. . . .

2. NONRESIDENTIAL SERVICE

PG&E will furnish and meter electricity to each individual nonresidential premises or
space, except:

a. Where electricity is furnished under a rate schedule that specifically provides for resale
service;

- 1 b. Where a customer is receiving electricity through a single meter and the cost of
2 electricity is absorbed in the rental for the individual premises or spaces, there is no
3 separate identifiable charge by such customer to the tenants for electricity, and the rent
4 does not vary with electric consumption; or where all of the following conditions are
5 met:
6 (1) Service is supplied to a high rise building which is owned or managed by a single
7 entity on a single premises; and
8 (2) Where a master-meter customer installs, owns, and maintains electric submeters on
9 its existing building's distribution system for cost allocation of dynamic pricing and/or
10 conservation incentive purposes the cost of electricity allocated to the commercial
11 building tenants will be billed at the same rate as the master meter billed by PG&E
12 under the CPUC approved rate schedule servicing the master meter.
- 13 c. Where, in the sole opinion of PG&E, it is impractical for PG&E to meter individually
14 each premises or space. In such a case, PG&E will meter those premises or spaces that
15 it is practical to meter, if any.
- 16 d. Where the Commission has authorized PG&E to supply electric service through a
17 single meter and to furnish service to nonresidential tenants on the same basis as in 1.c.
18 above.

19 100. Where submetering was authorized, PG&E had an obligation, pursuant to Rule 18,
20 to monitor, inspect and test such submetering and, if they had done so, they would have seen, upon
21 reasonable inspection, that improper and dangerous use, distribution and delivery of power to
22 APNs 25-609-9, 10 & 11 was occurring.

23 101. Rule 18 (D) further reads:

24 **D. TESTING OF SUBMETERS**

25 As a condition of service for submetering, where electric energy is furnished in accordance
26 with Paragraphs C1., C.2., C.3, and C.4 above, customers using submeters as a basis for
27 charges for electricity shall submit to PG&E certification by a meter testing laboratory,
28 satisfactory to PG&E, as to the accuracy of the submeters upon initial installation of such
submeters, or for existing submeters upon request of PG&E. As a further condition of
service for submetering, the customer shall agree that he will be governed by PG&E's Rule
17, Meter Tests and Adjustment of Bills for Meter Error, with the exception that the word
"subcustomer" be substituted for "customer" and the words "Utility's customer" be
substituted for "Company." As a further condition of service for submetering, the customer
shall agree that PG&E may inspect and examine customer's billing procedures from time to
time to determine that such service is made in accordance with this rule or as otherwise
may be authorized by the Commission.

102. The conditions in Rule 18(C)(2)(a)-(d) were never met or applied to APNs 25-609-
9, 10 & 11. PG&E knew or should have known that improper submetering had been, or was
being, utilized unlawfully, within said parcels and was, indeed, creating a hazard of fire, injury and
death.

1 103. In the alternative, had the conditions of Rule 18(C)(2)(a)-(d) been met, PG&E
2 knew or should have known of the unlawful and dangerous manner in which the
3 residents/occupants of APN 25-609-11 were obtaining power from APNs 26-609-9 & 10. PG&E
4 failed to meet its obligations under Rule 18(D). Pursuant to Rule 18(E), PG&E should have either
5 discontinued the service to the submetered customer or, instead, provided a separate service which
6 would have required them to install a new meter and meet all the duties and obligations to do so as
7 set forth elsewhere in this Complaint.

8 104. Pursuant to Rule 16, in a building with two or more tenants, or where more than
9 one meter is used on the same premises, the meters should have been grouped at one central
10 location, with each meter position or socket being clearly and permanently marked to indicate the
11 particular unit, occupancy or load supplied by it. The meters located within APNs 25-609-9, 10 &
12 11 were not marked as required. PG&E did not, with each meter position or socket clearly and
13 permanently mark the particular unit, occupancy or load supplied by it.

14 105. At all times relevant hereto, CPUC General Order 95, Section III, at 31.1, was in
15 effect and required electricity providers, such as PG&E, to furnish safe, proper and adequate
16 electrical service.

17 **G. THE EVENT ON DECEMBER 2, 2016**

18 106. Leading up to and on December 2, 2016, Defendants ALMENA, ALLISON,
19 BOUCHARD, HRABKO, 100% SILK, BRITT BROWN, AMANDA BROWN, NOT NOT FUN
20 RECORDS, SHANAHAN, BUTLER, OPAL RECORDS, OHR and/or DOES 51 through 100,
21 and 151 through 200 organized and/or managed the music event at the Ghost Ship as part of “100%
22 Silk West Coast Tour” for SHANAHAN, Chelsea Dolan, also known as Cherushi, and DJ Johnny
23 Igaz, also known as Nackt.²⁶

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27 _____

28 ²⁶Chelsea Dolan and Johnny Igaz were victims of the fire.

107. The music event was heavily promoted, including on social media, by HRABKO, 100% SILK, BRITT BROWN, AMANDA BROWN, NOT NOT FUN RECORDS, SHANAHAN, BUTLER, OPAL RECORDS, OHR and/or DOES 51 through 100, and 151 through 200 starting at least one month prior to the event. One of the promotional “flyers,” which was posted through social media is shown below:²⁷



108. Defendants ALMENA, ALLISON, BOUCHARD, HRABKO, 100% SILK, BRITT BROWN, AMANDA BROWN, NOT NOT FUN RECORDS, SHANAHAN, BUTLER, OPAL RECORDS, OHR and/or DOES 51 through 100, and 151 through 200 charged an entrance fee of \$10 before 11:00 pm and \$15 after 11:00 pm to enter the Ghost Ship on December 2, 2016.

109. The promotion and marketing efforts resulted in drawing a large crowd. More than 100 people were reportedly in attendance by 11:15 pm, only about two hours after the doors opened.

²⁷<http://nacktmusic.com> (last visited April 12, 2017). See also <https://www.evensi.us/golden-donna-100-silk-2016-west-coast-tour-oakland-rave/192392900> (last visited April 12, 2017) (the event was “saved” by 493 people who saw the promotion on this website).

110. Most of the Decedents and Plaintiffs who were injured or damaged as a result of the Ghost Ship fire, purchased a ticket and were at the Ghost Ship on the evening of the December 2, 2016, as a paying patron of the music event.

111. During the music event, one of the Ghost Ship's residents noticed smoke and flames, and called 911 at approximately 11:23 pm, after running outside.

112. After the fire started on December 2, 2016, the interior of the Ghost Ship went dark and patrons were unable to find their way to the only two means of egress: a staircase at the rear of the building, which was hidden behind the performance stage and a makeshift staircase (made of pallets and scrap wood) in the front of the building that patrons had used to access the second floor.

113. Oakland Firehouse No. 13 is within yards from the Ghost Ship – so close that the Ghost Ship is visible from the front of the fire station. Oakland firefighters arrived within four minutes of receiving the first call. At that point, flames had engulfed one wall of the building.

114. The fire and thick, black smoke spread. Many escaped, but thirty-six (36) people were trapped in the inferno inside. They were eventually overcome by the fire and smoke, and subsequently died inside. Photographs of the Ghost Ship on fire with victims trapped inside:²⁸



²⁸Source 1st Photograph: Allen Wedington, CNN (see <http://www.ksbw.com/article/no-cause-yet-in-oakland-warehouse-fire-that-killed-36/8496186> (last visited April 14, 2017)); Source 2nd Photograph: "Photos Ghost Ship Warehouse Fire in Oakland," KGO/ABC 7 News, December 4, 2016.



115. Photograph of the Ghost Ship, the “Death Trap” after the fire:²⁹



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²⁹Source: “10 Additional Ghost Ship Victims Identified,” KGO/ABC 7 News, December 6, 2016.

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1 invitees; to take reasonable steps to eliminate the risks and dangers posed by the activities occurring
2 at and surrounding the Ghost Ship, and adjacent and surrounding premises; to obtain permits for
3 construction and holding public events; to hire competent employees, agents and/or contractors to
4 secure the safety of patrons and invitees; to provide adequate security; to keep the premises safe for
5 patrons and invitees; to have and/or make sure the premises were safely constructed consistent with
6 applicable building codes and construction standards; to have and/or make sure the premises had
7 adequate and sufficient fire safety measures and emergency evacuation measures, including
8 adequate lighting; to have and/or make sure the premises contained a safe and sufficient supply of
9 electrical power; to warn about the dangerous and unsafe conditions; and/or to not falsely imprison
10 patrons and invitees and trap them inside the Ghost Ship during the fire.

11 121. Defendants, and each of them, negligently and carelessly owned, operated, leased,
12 rented, promoted, sold tickets at, patrolled, secured, built, constructed, developed, designed,
13 maintained, inspected, repaired, managed, manufactured, distributed and/or sold materials to,
14 provided utilities and services to and/or otherwise controlled the Ghost Ship, and the surrounding
15 and adjacent premises, and the music event on December 2, 2016, by, among other things, failing to
16 properly own, manage, lease, run, promote, sell tickets at, oversee and/or provide utilities and
17 services to the Ghost Ship; failing to provide adequate and safe means of egress for patrons and
18 invitees; failing to take reasonable steps to eliminate the risks and dangers posed by the activities
19 occurring at and surrounding the Ghost Ship, and adjacent and surrounding premises; failing to
20 obtain permits for construction and holding public events; failing to hire competent employees,
21 agents and/or contractors to secure the safety of patrons and invitees; failing to obtain permits for
22 construction and holding public events; failing to provide adequate security; failing to keep the
23 premises safe for patrons and invitees; failing to have and/or make sure the premises were safely
24 constructed consistent with applicable building codes; failing to have and/or make sure the
25 premises had adequate and sufficient fire safety measures and emergency evacuation measures,
26 including adequate lighting; failing to have and/or make sure the premises contained a safe and
27 sufficient supply of electrical power; failing to warn about the dangerous and unsafe conditions;
28 and/or falsely imprisoning patrons and invitees and trapping them inside during the fire.

1 122. At all times relevant hereto, Defendants DOES 1 through 250 and 301 through 500,
2 inclusive, and each of them, were somehow responsible for the injuries and damages sustained by
3 Plaintiffs and Decedents, as alleged herein. Plaintiffs are informed and believe, and thereon allege
4 that each of said Defendants, is negligently or otherwise responsible in some manner for the events
5 and happenings herein referred to and those Defendants negligently acted, or failed to act. Their
6 negligence and/or failure to act and the dangerous conditions on the subject premises legally caused
7 the injuries and damages hereinafter set forth.

8 123. The Defendants were in violation of many codes and statutes as explained above.
9 These violations constitute negligence per se pursuant to Cal. Evid. Code § 669, and were a
10 substantial factor in bringing about Plaintiffs' injuries and damages, and the premature death of 36
11 victims.

12 124. It was reasonably foreseeable that by failing to perform any or all duties set forth
13 herein, the fire would occur during the music event on December 2, 2016.

14 125. Prior to the music event on December 2, 2016, Defendants, and each of them, knew
15 and/or had reason to know that the Ghost Ship was in disrepair and had a faulty electrical system
16 and contained life-threatening, dangerous and/or illegal conditions, which could likely result in
17 injury to and death to persons.

18 126. The negligence of Defendants, and each of them, was a direct and proximate
19 cause of the subject incident and the injuries and death of Decedents and damages of Plaintiffs.

20 127. The acts, omissions and/or negligence of Defendants, and each of them, were a
21 substantial factor in causing Decedents' injuries and resulting death and harm to the Plaintiffs, and
22 the direct and proximate cause of the injuries and damages sustained by Plaintiffs.

23 128. As a further, proximate result of the acts, omissions and negligence of Defendants,
24 and each of them, Plaintiffs have incurred the injuries and damages as set forth herein.

25 129. With respect to the Plaintiffs claiming personal injury and/or property damage
26 associated with a living Plaintiff that was injured and/or sustained property damage as a result of
27 the fire, said Plaintiffs make the following punitive damages allegations in paragraphs 130 through
28 137.

1 130. Defendants, and each of them, acted with oppression, fraud and/or malice in that,
2 among other things, they acted with a willful and conscious disregard for the rights and safety of
3 Plaintiffs.³⁰

4 131. Defendants, and each of them, acted with malice, oppression and/or fraud in that,
5 among other things, they acted with a willful and conscious disregard for the rights and safety of
6 the Plaintiffs despite knowing the risk of serious injury or death that could likely result from the
7 unsafe and dangerous condition of the Ghost Ship and surrounding and adjacent premises.

8 132. Defendants, and each of them, knew or should have known that the conditions at
9 the Ghost Ship and neighboring properties were a safety hazard that posed a danger to human life,
10 including but not limited to: inadequate means of ingress and egress; a faulty and unsafe electrical
11 system; inadequate, inoperable, and/or non-existent lighting, smoke alarms, fire extinguishers,
12 overhead sprinklers and/or exit signs; unsafe structures and stairways; obstructed and unclear
13 walkways and exits cluttered with debris; rooms filled with flammable and combustible
14 materials; and/or lack of permitting and security for public events, among other dangerous
15 conditions. Defendants, and each of them, knew or should have known that the Ghost Ship
16 would be a venue for the music show on December 2, 2016, and that such event would lack
17 necessary and proper permits, security, a safe electrical system and/or safety measures, and that
18 the number of invitees would exceed the maximum limit for safe occupancy of the Ghost Ship.
19 Defendants, and each of them, also had advanced knowledge that a failure to fix or address the
20 aforementioned conditions would result in the probability of a catastrophic event, which
21 foreseeably would lead to harm and/or injuries to the health and safety of residents and invitees.
22 Defendants, and each of them, intentionally chose not to take reasonable steps to make the Ghost
23 Ship safe for occupancy and use as a music event space, and failed to warn invitees as to the
24 dangerous and unsafe conditions on the property. With respect to those Defendants who
25 presented the Ghost Ship as a music venue, in so presenting, they engaged in fraudulent conduct

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27 ³⁰For this and other causes of action for wrongful death only, no Plaintiff is seeking punitive damages for causes of
28 action brought pursuant to C.C.P. § 377.60, *et seq.* for wrongful death of their decedent. Said Plaintiffs, however, do
seek punitive damages on their survival causes of action brought pursuant to C.C.P. § 377.30, *et seq.*; see the Seventh
Cause of Action, *infra*.

1 intended to deceive invitees by misrepresenting and concealing the dangerous conditions of the
2 property.

3 133. Defendants, by themselves and/or through their employees and/or agents, acted with
4 malice in that their despicable conduct was carried on with a willful and conscious disregard of the
5 rights or safety of the Plaintiffs. The term “malice” includes conduct evincing a conscious
6 disregard of the probability that the defendant’s conduct will result in injury to others. See
7 *Grimshaw v. Ford Motor Co.* (1981) 119 Cal.App.3d 757. Defendants’ conduct was so vile, base
8 or contemptible that it would be looked down on and despised by reasonable people.

9 134. Defendants, by themselves and/or through their employees and/or agents, acted with
10 oppression in that their despicable conduct subjected the Plaintiffs to cruel and unjust hardship in
11 conscious disregard of their rights. “Oppression” in Civil Code Section 3294 “means despicable
12 conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's
13 rights.” “Conscious disregard” for purposes of proving “oppression” does not require “willful”
14 actions. Cal. Civ. Code § 3294(c)(2); CACI 3940 & 3941; *Major v. Western Home Ins. Co.*
15 (2009) 169 Cal.App.4th 1197, 1225-1226.

16 135. Defendants knew that their despicable conduct, as described herein, would likely
17 and within a high degree of probability cause harm to the Plaintiffs.

18 136. The conduct of Defendants, and each of them, as set forth herein, was fraudulent
19 in that each of them engaged in intentional misrepresentation, deceit, or concealment of material
20 facts known to them, including that the premises lacked sufficient and safe electrical system, fire
21 safety measures and a safe means of egress. That information was fraudulently withheld from the
22 Plaintiffs and Decedents.

23 137. Defendants, and each of their employees’ and/or agents’ egregious conduct,
24 including malice, oppression and fraud, were substantial factors in causing the incident and the
25 Plaintiffs’ injuries and/or damages. An officer, a director, and/or a managing agent of
26 Defendants, and each of them, authorized the employees’ or agents’ wrongful conduct, and/or
27 adopted, ratified or approved the conduct after it occurred. An award of punitive damages in a
28 sum according to proof at trial is, therefore, justified, warranted and appropriate under the facts

1 and circumstances of this case, and to punish or set an example of Defendants and deter such
2 behavior by Defendants and others in the future.

3 WHEREFORE, all Plaintiffs pray for judgment against Defendants, and each of them, as
4 set forth herein.

5 **SECOND CAUSE OF ACTION FOR NEGLIGENCE AGAINST THE PG&E**

6 **DEFENDANTS AND DOES 251 THROUGH 300**

7 138. Plaintiffs bring this cause of action as an heir to a victim that died as a result of the
8 Ghost Ship fire or for his or her own injuries sustained as a result of the Ghost Ship fire.

9 139. Plaintiffs hereby reallege and incorporate by reference, each and every allegation
10 contained in paragraphs 1 through 115 of the Complaint, as though fully set forth herein.

11 140. PG&E and DOES 251 through 300, and each of them, at all times relevant hereto,
12 owned, operated, controlled, managed, leased, loaned, borrowed, bailed and/or maintained
13 electrical equipment that supplied power to the Ghost Ship and the adjoining structures.

14 141. Defendants had a legal duty to Plaintiffs and Decedents, as foreseeable victims,
15 to exercise the utmost care and diligence in maintaining and operating said electrical equipment
16 so as to not cause or contribute to a fire. Defendants breached that duty by failing to exercise
17 care in their operation and maintenance of said electrical equipment, including, but not limited
18 to, failing to properly monitor and inspect the electrical equipment, failing to properly repair the
19 electrical equipment and failing to comply with applicable safety standards.

20 142. Defendants owed a duty to Plaintiffs and others to act reasonably in the design,
21 construct, and maintenance of the electrical systems serving APNs 25-609-9, 10 & 11, so as to
22 furnish safe, proper, and adequate electrical service. Pursuant to Rule 11, Defendants owed a duty
23 to abate unsafe apparatus and conditions. Pursuant to Rule 16, Defendants owed a duty to safely
24 plan, design and engineer its service extensions. Pursuant to Rule 18, Defendants owed a duty to
25 supply power safely and through separate meters to APNs 25-609-9, 10 & 11. Under General
26 Order 95, Section III, at 31.1, Defendants owed Plaintiffs a duty to design, construct and maintain
27 the electrical systems serving APNs 25-609-9, 10 & 11, so as to furnish safe, proper and adequate
28 electrical service.

1 143. Defendants, as part of their duty to separately monitor each facility, should have
2 installed a meter at APN 25-609-11 and, in doing so, as part of determining the required load,
3 amperage, phasing and other metrics, would have, pursuant to regulation, standard industry and
4 practice, and common law duty, conducted an inspection and analysis of the facilities and their
5 use, and determined the need for, proposed and actual use of, power and would have conducted an
6 inspection of the existing systems to assure that they were up to code as a new service requires
7 code compliance.

8 144. Additionally a reasonable utility would have undertaken calculations of power load,
9 voltage, amperage, and other factors and examined the existing transformer, the potential
10 requirement for a new transformer including evaluating the need for a new “vault,” panels,
11 breaker, etc.

12 145. Defendants in meeting their obligations to separately meter would have been
13 required to obtain, from the owner/user, a set of electrical drawings, prepared by a licensed
14 electrical engineer prior to initiating service through the new meter. This would have required a
15 review of the electrical infrastructure of the facilities, enterprises, and parcels to be served which
16 would have revealed – and corrected – the deficiencies prior to service being initiated as it would
17 have called for a plan check, pulling of a permit, inspection, sign-off and/or issuance of a
18 Certificate of Occupancy by the appropriate authorities within the City of Oakland.

19 146. Defendants, in order to fulfill their legal duties should have conducted an
20 evaluation and analysis of the voltage and amperage, load calculation, transformer requirements,
21 breaker panels, wiring distribution, and needs and usage of the power within APN 25-609-11.
22 Had Defendants done so, as a reasonably prudent utility would have, they would have observed
23 and identified the hazardous and out-of-code conditions within the electrical distribution system
24 which led to the deadly fire, including but not limited to: the overloading of the circuitry in both
25 parcels; the substandard and missing meters; improper submetering; and/or inadequate and
26 defective transformers, wiring, outlets, electrical cords, junction boxes, breaker panels, breakers,
27 and the improper umbilicus of power coming from APN 25-609-10 into APN 25-609-11.

28 147. The scope of Defendants’ duties, if reasonably fulfilled, would have triggered the

1 need for a permit which, in turn, would have required a city inspector to come and specifically
2 inspect the installation and the other factors referenced above.

3 148. As a result of Defendants' failure to meet their duty to provide adequate and
4 appropriate metering, occupants of APN 25-609-11 obtained power from APN 25-609-9 & 10 in a
5 manner which presented a serious risk of an electrical hazard, injury and death to the residents,
6 occupants and/or invitees of APN 25-609-11.

7 149. Defendants also failed to meet their duties in the management of the exterior
8 facilities that supplied power to APNs 25-609-9 & 10, including the high voltage overhead power
9 lines and components that powered the buildings. The electrical system as it was delivered to
10 foreseeable users inside the buildings was defective at the point after it passed through the
11 customer's meter and into the buildings.

12 150. Defendants breached their various duties, including but not limited to:

- 13 • Failing to provide a separate meter for each residence, customer, enterprise and/or facility
14 within APNs 25-609-9, 10 & 11.
- 15 • Failing to adequately monitor the power that was supplied to APN 25-609-9, including
16 spikes, surges and/or trouble tickets.
- 17 • Failing to obtain appropriate plans, calculations, permits and inspections required to install
18 a new electric service and meter.
- 19 • Failing to locate all of the meters for APNs 25-609-9, 10 & 11 at one single location and
20 individually marking them and, instead, locating them haphazardly through the structures
21 in a manner which presented a risk of hazard to the residents, occupants, their guests,
22 employees and invitees of APN 25-609-11.
- 23 • Failing to supply a safe, sufficient and reliable source of power for the occupants of APN
24 25-609-11, their guests, employees and invitees.
- 25 • Failing to determine the need for, amount of and distribution of the power within APNs
26 25-609-9, 10 & 11 in such a manner so as to reduce a risk of hazard, fire, injury and death
27 to the residents, occupants, their guests, employees and invitees.
- 28 • Failing to determine and monitor the method and manner in which power was distributed,

1 delivered and consumed within APNs 25-609-9, 10& 11, such that they failed to obtain the
2 necessary designs, permits, inspections and approvals required before power should have
3 been provided to said parcels.

- 4 • Failing to provide the proper transformers, including any necessary switches, capacitors,
5 electrical protective equipment, etc. for the safe delivery and distribution of electricity
6 within APNs 25-609-9, 10 & 11.
- 7 • Failing to identify and inspect submeters, the method and manner in which submeters were
8 being installed and operated, and discontinuing service because of defective submeters.
- 9 • Failing to discontinue service to APNs 25-609-9, 10 & 11 until such time that the systems
10 and equipment distributing the electricity within said parcels was rendered such that safe,
11 reliable and appropriate electricity could be supplied.
- 12 • Failing, while being present in the buildings for the purpose of meter installation and/or
13 reading to observe, recognize and remedy the hazardous, dangerous, and life-threatening
14 conditions and misuse of power or, in the alternative, to disconnect power until the dangers
15 could be rendered safe.
- 16 • Failing to discontinue supplying electricity to APNs 25-609-9 & 10 which were operating
17 equipment to the service of other PG&E customers and or individuals who were residents,
18 occupants, their guests, employees and invitees.
- 19 • Failing to act as a reasonable electric utility provider under any and all other statutes,
20 regulations, ordinances, or common law.
- 21 • Failed to act as a reasonable electric utility provider in the management of the exterior
22 facilities that supplied power to APNs 25-609-9 & 10 because the electrical system as it
23 was delivered to foreseeable users inside the buildings was defective at the point after it
24 passed through the customer's meter and into the buildings.

25 151. At all times relevant hereto, Defendants owed the public, including Plaintiffs and
26 Decedents, a duty to be truthful and accurate in their filings and representations made in
27 connection with the delivery, distribution, inspection and maintenance of power to APNs 25-609-
28 9, 10 & 11. Defendants violated this a duty to be truthful and accurate in their filings and

1 representations made in connection with the delivery, distribution, inspection, maintenance of
2 power to APNs 25-609-9, 10 & 11.

3 152. At the time of injury to Plaintiffs and Decedents, there were in force and effect
4 various statutes, laws, regulations, rules and ordinances which were designed to protect Plaintiffs,
5 Decedents and others similarly situated from harm, injury and/or death. Plaintiffs and Decedents
6 fall within the class of persons these statutes, laws, regulations, rules and ordinances were
7 designed to protect.

8 153. Defendants did violate said statutes, laws, regulations, rules and ordinances
9 and as a result Plaintiffs and Decedents suffered injury and/or death to their detriment and as a result,
10 the conduct of Defendants constitutes per se negligence under Cal. Evid. Code § 669.

11 154. Defendants' breach of the aforementioned duties, and others, was a substantial
12 factor in causing the fire and other conditions which led to the injuries and damages alleged
13 herein.

14 155. With respect to the Plaintiffs claiming personal injury and/or property damage
15 associated with a living Plaintiff that was injured and/or sustained property damage as a result of the
16 fire, said Plaintiffs make the following punitive damages allegations. The conduct of Defendants
17 was fraudulent, oppressive and/or malicious as defined under California Civil Code 3294 and/or
18 was ratified by the officers, directors and/or managing agents of Defendants so as to warrant the
19 imposition of punitive damages in an amount to be determined at the time of trial. Further,
20 Plaintiffs incorporate the foregoing paragraphs 130 through 137 regarding punitive damages
21 herein as though fully set forth.

22 WHEREFORE, all Plaintiffs pray for judgment against Defendants, and each of them, as
23 set forth herein.

24 **THIRD CAUSE OF ACTION FOR PREMISES LIABILITY**

25 **AGAINST ALL DEFENDANTS**

26 156. Plaintiffs bring this cause of action as an heir to a victim that died as a result of the
27 Ghost Ship fire or for his or her own injuries sustained as a result of the Ghost Ship fire.

28 157. Plaintiffs hereby reallege and incorporate by reference, each and every allegation

1 contained in paragraphs 1 to 128 and 140 to 154 of the Complaint, as though fully set forth
2 herein.

3 158. At all times relevant hereto, the Ghost Ship, and adjacent and surrounding
4 premises, were owned, operated, leased, rented, promoted, patrolled, secured, built, constructed,
5 developed, designed, maintained, inspected, repaired, managed, serviced or otherwise controlled by
6 said Defendants, and each of them.

7 159. Defendants, and each of them, negligently and carelessly owned, operated, leased,
8 rented, promoted, patrolled, secured, built, constructed, developed, designed, maintained, inspected,
9 repaired, managed, provided utilities and services to and/or otherwise controlled the Ghost Ship,
10 and adjacent and surrounding premises.

11 160. Defendants, and each of them, wantonly, recklessly, negligently and carelessly
12 owned, operated, leased, rented, promoted, patrolled, secured, built, constructed, developed,
13 designed, maintained, inspected, repaired, managed, provided utilities and services to and/or
14 otherwise controlled the premises by, among other things, failing to properly own, manage, lease,
15 run, oversee and/or provide services to the Ghost Ship; failing to provide adequate and safe means
16 of egress for patrons and invitees; failing to take reasonable steps to eliminate the risks and dangers
17 posed by the activities occurring at and surrounding the Ghost Ship, and adjacent and surrounding
18 premises; failing to obtain permits for construction and holding public events; failing to hire
19 competent employees, agents and/or contractors to secure the safety of patrons and invitees; failing
20 to provide adequate security; failing to keep the premises safe for patrons, invitees and residents;
21 failing to have and/or make sure the premises were safely constructed consistent with applicable
22 building codes; failing to have and/or make sure the premises had adequate and sufficient fire safety
23 measures and emergency evacuation measures, including adequate lighting; failing to have and/or
24 make sure the premises contained a safe and sufficient supply of electrical power; and/or falsely
25 imprisoning patrons, invitees and residents, and trapping them inside the Ghost Ship during the fire.

26 161. At all times relevant hereto, the premises contained dangerous and unsafe
27 conditions of which Defendants, and each of them, had actual and/or constructive notice.

28 162. The premises were in a dangerous and unsafe condition due to the negligent

1 discharge of mandatory and nondelegable duties, ownership, leasing, renting, marketing, control,
2 securing, operation, building, construction, engineering, development, design, maintenance,
3 management, inspection, provision of utilities and services to, and/or repair of the premises,
4 including the lack of warnings, visibility and lighting, by said Defendants, and each of them.

5 163. At all times relevant hereto, Defendants, and each of them, violated state and local
6 laws for safe design, construction, building, maintenance, inspection and repair of the premises.

7 164. It was reasonably foreseeable that as a result of the negligent and careless
8 ownership, operation, leasing, renting, promoting, patrolling, securing, building, construction,
9 development, design, maintenance, inspection, repair, management, provision of utilities and
10 services to, and/or control of the premises that the life-threatening and dangerous conditions would
11 occur at the Ghost Ship and surrounding and adjacent premises, and cause injury to persons inside
12 and subsequently result in the premature death of 36 victims and injury to many others.

13 165. As a direct and proximate result of said dangerous and unsafe conditions of the
14 premises, Plaintiffs were caused to sustain injuries and damages as set forth herein.

15 166. With respect to the Plaintiffs claiming personal injury and/or property damage
16 associated with a living Plaintiff that was injured and/or sustained property damage as a result of
17 the fire, said Plaintiffs incorporate herein by reference as though fully set forth, the punitive
18 damages allegations contained in paragraphs 130 through 137 and 155.

19 WHEREFORE, all Plaintiffs pray for judgment against Defendants, and each of them, as
20 set forth herein.

21 **FOURTH CAUSE OF ACTION FOR NEGLIGENT FAILURE TO EVICT**

22 **AGAINST DEFENDANTS CHOR NG, EVA NG, KAI NG**

23 **AND DOES 1 THROUGH 50, INCLUSIVE**

24 167. Plaintiffs bring this cause of action as an heir to a victim that died as a result of the
25 Ghost Ship fire or for his or her own injuries sustained as a result of the Ghost Ship fire.

26 168. Plaintiffs hereby reallege and incorporate by reference, each and every allegation
27 contained in paragraphs 1 to 85, 106 to 128 and 158 to 165 of the Complaint, as though fully set
28 forth herein.

1 169. At all times mentioned herein, Defendants CHOR NG, EVA NG, KAI NG and
2 DOES 1 through 50, and each of them, leased the premises where the Ghost Ship and the
3 surrounding and adjacent premises were located to Defendants ALMENA, ALLISON,
4 BOUCHARD, LOPEZ, VEGA, CUSTOM O'S and DOES 51 through 150, and each of them, as
5 well as CANNON.

6 170. Defendants CHOR NG, EVA NG, KAI NG and DOES 1 through 50, and each of
7 them, prior to December 2, 2016, knew and/or had reason to know that the Ghost Ship was
8 unlawfully being used for residential and business purposes and music events, was in disrepair and
9 had a faulty electrical system and contained life-threatening, dangerous and/or illegal conditions
10 which could likely result in injury and death to persons, and had received numerous complaints in
11 the years before December 2, 2016. Said Defendants, and each of them, knew or reasonably
12 should have known that their lessees, the managers and operators of the Ghost Ship and the
13 surrounding and adjacent premises, were unfit in carrying out their duties and/or incompetent to
14 safely own, operate or manage the Ghost Ship and the surrounding and adjacent premises.

15 171. Defendants CHOR NG, EVA NG, KAI NG and DOES 1 through 50, and each of
16 them, had a duty to protect patrons and invitees inside the Ghost Ship from the foreseeable life-
17 threatening and dangerous conditions, including fire. Said Defendants had the duty and
18 responsibility to take reasonable steps to eliminate the risks and dangers posed by the
19 aforementioned activities in and about the premises, including but not limited to, evicting their
20 lessees, who were the managers and operators of the Ghost Ship and surrounding and adjacent
21 premises. In failing to evict as alleged herein, Defendants failed to perform said duties, and
22 were negligent.

23 172. It was reasonably foreseeable that the continued leasing of the Ghost Ship and the
24 surrounding and adjacent premises created a risk to patrons, invitees and residents of the Ghost
25 Ship who were injured as a result of the fire.

26 173. As a direct and proximate result of the conduct of said Defendants, Plaintiff
27 suffered injuries and damages as alleged herein.

28 174. With respect to the Plaintiffs claiming personal injury and/or property damage

1 associated with a living Plaintiff that was injured and/or sustained property damage as a result of
2 the fire, said Plaintiffs incorporate herein by reference as though fully set forth, the punitive
3 damages allegations contained in paragraphs 130 through 137.

4 WHEREFORE, all Plaintiffs pray for judgment against Defendants, and each of them, as
5 set forth herein.

6 **FIFTH CAUSE OF ACTION FOR NEGLIGENT HIRING, SUPERVISION, TRAINING**
7 **AND/OR RETENTION AGAINST ALL DEFENDANTS**

8 175. Plaintiffs bring this cause of action as an heir to a victim that died as a result of the
9 Ghost Ship fire or for his or her own injuries sustained as a result of the Ghost Ship fire.

10 176. Plaintiffs hereby reallege and incorporate by reference, each and every allegation
11 contained in paragraphs 1 to 128, 140 to 154 and 169 to 173 of the Complaint, as though fully set
12 forth herein.

13 177. Defendants, and each of them, had a duty of care in the hiring, retention, training
14 and/or supervision of one or more of their employees, contractors or agents.

15 178. One or more of Defendants' employees, contractors or agents was unfit or
16 incompetent to perform the work for which he or she was hired.

17 179. Defendants knew or should have known that these employees, contractors or
18 agents were unfit or incompetent and that this unfitness or incompetence created a particular risk
19 of harm to others, including Plaintiffs and Decedents.

20 180. In failing to exercise reasonable care in the hiring, supervision, training and/or
21 retention of one or more employees, contractors or agents, Defendants, and each of them,
22 breached a duty of care owed to Plaintiffs and Decedents.

23 181. As a direct and proximate result of the negligence, recklessness, carelessness and
24 other wrongdoing of Defendants, Plaintiffs suffered injuries and damages as alleged herein.

25 182. With respect to the Plaintiffs claiming personal injury and/or property damage
26 associated with a living Plaintiff that was injured and/or sustained property damage as a result of
27 the fire, said Plaintiffs incorporate herein by reference as though fully set forth, the punitive
28 damages allegations contained in paragraphs 130 through 137 and 155.

1 WHEREFORE, all Plaintiffs pray for judgment against Defendants, and each of them, as
2 set forth herein.

3 **SIXTH CAUSE OF ACTION FOR PUBLIC NUISANCE AGAINST ALL DEFENDANTS**

4 183. Plaintiffs bring this cause of action as an heir to a victim that died as a result of the
5 Ghost Ship fire or for his or her own injuries sustained as a result of the Ghost Ship fire.

6 184. Plaintiffs hereby reallege and incorporate by reference, each and every allegation
7 contained in paragraphs 1 to 128, 140 to 154, 169 to 173 and 177 to 181 of the Complaint, as
8 though fully set forth herein.

9 185. At all times relevant hereto, Defendants, and each of them: (1) by failing to act,
10 created a condition that was a blight, harmful to health and/or a fire and/or life-safety hazard; (2)
11 created or maintained a condition that affected a substantial number of people at the same time; (3)
12 that an ordinary person would be reasonably disturbed by the condition; (4) that the seriousness of
13 the harm outweighs the social utility of Defendants' conduct; (5) Plaintiffs and Decedents did not
14 consent to Defendants' conduct; (6) Plaintiffs and Decedents suffered harm to their health and
15 safety, personal injury and/or death, which was different from the type of harm suffered by the
16 general public; and (7) Defendants' conduct was a substantial factor in causing Plaintiffs and
17 Decedents' harm.

18 186. With respect to the Plaintiffs claiming personal injury and/or property damage
19 associated with a living Plaintiff that was injured and/or sustained property damage as a result of
20 the fire, said Plaintiffs incorporate herein by reference as though fully set forth, the punitive
21 damages allegations contained in paragraphs 130 through 137 and 155.

22 WHEREFORE, all Plaintiffs pray for judgment against Defendants, and each of them, as
23 set forth herein.

24 **SEVENTH CAUSE OF ACTION FOR STRICT LIABILITY AGAINST**
25 **DEFENDANTS PG&E AND DOES 251 THROUGH 300**

26 187. Plaintiffs bring this cause of action as an heir to a victim that died as a result of the
27 Ghost Ship fire or for his or her own injuries sustained as a result of the Ghost Ship fire.

28 188. Plaintiffs hereby reallege and incorporate by reference, each and every allegation

1 contained in paragraphs 1 to 115 and 140 to 154 of the Complaint, as though fully set forth
2 herein.

3 189. Defendants supplied various products, including but not limited to the electrical
4 system, electrical power, meters, connections, monitoring devices, wiring, etc. (hereinafter “The
5 Products”) to APNs 25-609-09 & 10. In doing so, Defendants placed The Products into the
6 system of commerce in exchange for compensation.

7 190. The Products that were delivered to foreseeable users inside the building were
8 defective at the point after they passed through the customer’s meter and into the buildings. The
9 electrical system was defective at its point of delivery inside the building because it did not
10 perform as safely as an ordinary consumer would have expected it to perform when used or
11 misused in an intended or reasonably foreseeable way. PG&E had, or should have had,
12 knowledge that The Products would be used without inspection for defects for the purposes of
13 obtaining and utilizing electrical power.

14 191. Suppliers of electricity are subject to strict liability in tort for personal injuries and
15 deaths caused by delivery of electricity at dangerously high voltage due to defective products,
16 including transformers. The electrical failure occurred as the electricity entered the meter into
17 APN 25-690-9 and/or APN 25-690-10 where the submeters were placed to determine electrical
18 usage by various tenants. The Products entered the stream of commerce prior to manifestation of
19 the defect. Strict liability extends not only in favor of the users and consumers, but also in favor
20 of bystanders such as the Plaintiffs and Decedents herein who were foreseeably present at a
21 location where The Products were being delivered and consumed.

22 192. The Products did not perform as safely as an ordinary consumer would have
23 expected them to perform when used or misused in an intended or reasonably foreseeable way.

24 193. As a proximate result of The Products’ defective condition, Plaintiffs and
25 Decedents, and each of them, were harmed and suffered significant injuries and damages as set
26 forth herein.

27 194. The Products’ failure to perform safely was a substantial factor in causing Plaintiffs
28 and Decedents’ harm.

1 195. With respect to the Plaintiffs claiming personal injury and/or property damage
2 associated with a living Plaintiff that was injured and/or sustained property damage as a result of the
3 fire, said Plaintiffs make the following punitive damages allegations. The conduct of Defendants
4 was fraudulent, oppressive and/or malicious as defined under California Civil Code 3294 and/or
5 was ratified by the officers, directors and/or managing agents of Defendants so as to warrant the
6 imposition of punitive damages in an amount to be determined at the time of trial. Further,
7 Plaintiffs incorporate the foregoing paragraphs 130 through 137 and 155 regarding punitive
8 damages herein as though fully set forth.

9 WHEREFORE, all Plaintiffs pray for judgment against Defendants, and each of them, as
10 set forth herein.

11 **EIGHTH CAUSE OF ACTION – SURVIVAL ACTION**
12 **AGAINST ALL DEFENDANTS**

13 196. Plaintiffs hereby reallege and incorporate by reference, each and every allegation
14 contained in paragraphs 1 to 128, 140 to 154, 169 to 173, 177 to 181, 185 and 189 to 194 of the
15 Complaint, as though fully set forth herein.

16 197. At all times relevant hereto, Defendants, and each of them, negligently, carelessly,
17 recklessly and/or unlawfully acted and/or failed to act so as to cause the injuries and subsequent
18 death of the Decedent victims.

19 198. Despite their best efforts, Decedents were unable to escape the inferno. Rather,
20 they remained alive for at least several minutes. During this time, Decedents experienced
21 profound fear, suffering and overwhelming despair.

22 199. Causes of Action One through Seven, therefore, survive the death of Decedents
23 and accordingly pass to the personal representatives of their estates and/or successors-in-interest
24 pursuant to C.C.P. § 377.20.

25 200. As a direct and legal result of the wrongful acts and/or omissions of the
26 Defendants, and each of them, on December 2, 2016, and prior to the Decedents' deaths,
27 Decedents suffered personal injuries from smoke inhalation, the roof collapsing and/or other
28 objects burning and/or falling, as well as property damage from their clothes and other belongings

1 being partially or totally destroyed, and incurred expenses for emergency services, rescue efforts,
2 identification and/or removal of Decedents' remains, coroner, funeral and burial expenses.

3 201. It was reasonably foreseeable that as a direct and proximate result of the acts,
4 omissions and negligence of Defendants, and each of them, and each of their breach of duties, that
5 Decedents would be injured, then die, and caused to sustain economic damages.

6 202. The acts, omissions and/or negligence of Defendants, and each of them, were a
7 substantial factor in causing Decedents' injuries and resulting deaths and harm to the Plaintiffs, and
8 the direct and proximate cause of the injuries and damages sustained by Plaintiffs.

9 203. Defendants, and each of them, acted with oppression, fraud and/or malice in that,
10 among other things, they acted with a willful and conscious disregard for the rights and safety of
11 Decedents.

12 204. Defendants, and each of them, knew or should have known that the conditions at
13 the Ghost Ship and neighboring properties were a safety hazard that posed a danger to human life,
14 including, but not limited to: inadequate means of ingress and egress; a faulty and unsafe
15 electrical system; inadequate, inoperable, and/or non-existent lighting, smoke alarms, fire
16 extinguishers, overhead sprinklers and/or exit signs; unsafe structures and stairways; obstructed
17 and unclear walkways and exits cluttered with debris; rooms filled with flammable and
18 combustible materials; and/or lack of permitting and security for public events, among other
19 dangerous conditions. Defendants, and each of them, knew or should have known that the Ghost
20 Ship would be a venue for the music show on December 2, 2016, and that such event would lack
21 necessary and proper permits, security, and safety measures, and that the number of invitees
22 would exceed the maximum limit for safe occupancy of the Ghost Ship. Defendants, and each of
23 them, also had advanced knowledge that a failure to fix or address the aforementioned conditions
24 would result in the probability of a catastrophic event, which foreseeably would lead to harm
25 and/or injuries to the health and safety of residents and invitees. Defendants, and each of them,
26 intentionally chose not to take reasonable steps to make the Ghost Ship safe for occupancy and
27 use as a music event space, and failed to warn invitees as to the dangerous and unsafe conditions
28 on the property. Defendants, and each of them, in presenting the Ghost Ship as a music venue,

1 engaged in fraudulent conduct intended to deceive invitees by misrepresenting and concealing the
2 dangerous conditions of the property.

3 205. Defendants, and each of them, acted with malice, oppression and/or fraud in that,
4 among other things, they acted with a willful and conscious disregard for the rights and safety of
5 the Decedents despite knowing the risk of serious injury or death that could likely result from the
6 unsafe and dangerous condition of the Ghost Ship and surrounding and adjacent premises.

7 206. Defendants, by themselves and/or through their employees and/or agents, acted with
8 malice in that their despicable conduct was carried on with a willful and conscious disregard of the
9 rights or safety of the Ghost Ship victims. The term “malice” includes conduct evincing a
10 conscious disregard of the probability that a defendant’s conduct will result in injury to others.
11 *See Grimshaw v. Ford Motor Co.* (1981) 119 Cal.App.3d 757. Defendants’ conduct was so vile,
12 base or contemptible that it would be looked down on and despised by reasonable people.

13 207. Defendants, by themselves and/or through their employees and/or agents, acted with
14 oppression in that their despicable conduct subjected the Decedents to cruel and unjust hardship in
15 conscious disregard of their rights. “Oppression” in Civil Code Section 3294 “means despicable
16 conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's
17 rights.” “Conscious disregard” for purposes of proving “oppression” does not require “willful”
18 actions. Cal. Civ. Code § 3294(c)(2); CACI 3940 & 3941; *Major v. Western Home Ins. Co.*
19 (2009) 169 Cal.App.4th 1197, 1225-1226.

20 208. Defendants knew that their despicable conduct, as described herein, would likely
21 and within a high degree of probability cause harm to the Decedents.

22 209. The conduct of Defendants, and each of them, as set forth herein, was fraudulent
23 in that each of them engaged in intentional misrepresentation, deceit, or concealment of material
24 facts known to them, including that the premises lacked sufficient and safe fire safety measures
25 and a safe means of egress. That information was fraudulently withheld from the Decedents.

26 210. Defendants, and each of their employees’ and/or agents’ egregious conduct,
27 including malice, oppression and fraud, were substantial factors in causing the incident and the
28 Decedents’ injuries and untimely deaths. An officer, a director, and/or a managing agent of

1 Defendants, and each of them, authorized the employees' or agents' wrongful conduct, and/or
2 adopted, ratified or approved the conduct after it occurred. An award of punitive damages in a
3 sum according to proof at trial is, therefore, justified, warranted and appropriate under the facts
4 and circumstances of this case.

5 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as set
6 forth herein.

7 **NINTH CAUSE OF ACTION FOR NEGLIGENT INFLICTION OF EMOTIONAL**
8 **DISTRESS AGAINST ALL DEFENDANTS**

9 211. Plaintiffs bring this cause of action for his or her own injuries sustained as a result
10 of the Ghost Ship fire as a direct victim and/or bystander victim.

11 212. Plaintiffs hereby reallege and incorporate by reference, each and every allegation
12 contained in paragraphs 1 through 195 of the Complaint, as though fully set forth herein.

13 213. Defendants, and each of them, had a legal duty to Plaintiffs, as foreseeable
14 victims, to exercise reasonable care as set forth herein. Defendants' breach was the legal and
15 proximate cause of the injuries and damages suffered by Plaintiffs.

16 214. As a result of the negligent conduct of Defendants, and each of them, Plaintiffs
17 suffered serious emotional distress. Defendants knew or should have known that Plaintiffs
18 would be harmed and suffer serious emotional distress during and as a result of their acts,
19 omissions, conduct and/or other wrongdoing, and ensuing fire. Defendants knew or should have
20 known that their conduct would cause serious emotional distress to Plaintiffs and that she or he
21 would be harmed by the fire, causing injuries, death and property damage. The Defendants'
22 conduct was a substantial factor in causing his or her serious emotional distress.

23 215. Additionally and/or alternatively, Defendants, and each of them, negligently
24 caused the deaths of Plaintiffs' Decedent as Plaintiffs watched the horrific scene in person, on
25 television or on the internet and/or received text messages or other communications from his or
26 her loved one. Plaintiffs knew that his or her loved one was trapped inside the burning building.
27 Plaintiffs were aware that his or her loved one was being injured. The Defendants' conduct was
28 a substantial factor in causing Plaintiffs' serious emotional distress.

1 216. Because of the conduct of the Defendants, and each of them, and as a direct and
2 proximate result thereof, Plaintiffs have sustained emotional distress, shock and injury to his or
3 her nervous system, all of which has caused, continues to cause, and will cause physical and
4 mental pain and suffering, all to Plaintiffs' general damage in a sum to be determined at the time
5 of trial. Plaintiffs suffer and continue to suffer severe emotional distress as a result of the fire,
6 including, but not limited to, anxiety, fear, nervousness, shock, horror and worry.

7 217. As a direct and legal result of Defendants' negligence, Plaintiffs were injured
8 physically, emotionally, and/or economically, and/or were in the zone of danger of the fire, and
9 reasonably feared for their lives as they attempted to escape the raging inferno, and/or witnessed
10 close family members sustain serious injury and/or death as they attempted to escape the raging
11 inferno. As a result, Plaintiffs suffered damages as alleged herein.

12 218. Plaintiffs incorporate herein by reference as though fully set forth, the punitive
13 damages allegations contained in paragraphs 130 through 137 and 155.

14 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as set
15 forth herein.

16 **TENTH CAUSE OF ACTION FOR INTENTIONAL INFLICTION OF**
17 **EMOTIONAL DISTRESS AGAINST ALL DEFENDANTS**

18 219. Plaintiffs bring this cause of action for his or her own injuries sustained as a result
19 of the Ghost Ship fire as a direct victim.

20 220. Plaintiffs hereby reallege and incorporate by reference, each and every allegation
21 contained in paragraphs 1 through 195 of the Complaint, as though fully set forth herein.

22 221. Defendants engaged in extreme and outrageous conduct. Specific examples of
23 Defendants' outrageous conduct include, but are not limited to, knowing that the conditions at the
24 Ghost Ship and neighboring properties were a safety hazard that posed a danger to human life,
25 Defendants had, among other things: inadequate means of ingress and egress; a faulty and unsafe
26 electrical system; inadequate, inoperable, and/or non-existent lighting, smoke alarms, fire
27 extinguishers, overhead sprinklers and/or exit signs; unsafe structures and stairways; obstructed
28 and unclear walkways and exits cluttered with debris; rooms filled with flammable and

1 combustible materials; and/or lack of permitting and security for public events, among other
2 dangerous conditions. Defendants, and each of them, knew or should have known that the Ghost
3 Ship would be a venue for the music show on December 2, 2016, and that such event would lack
4 necessary and proper permits, security, and safety measures, and that the number of invitees
5 would exceed the maximum limit for safe occupancy of the Ghost Ship. Defendants, and each of
6 them, also had advanced knowledge that a failure to fix or address the aforementioned conditions
7 would result in the probability of a catastrophic event, which foreseeably would lead to harm
8 and/or injuries to the health and safety of residents and invitees. Defendants, and each of them,
9 intentionally chose not to take reasonable steps to make the Ghost Ship safe for occupancy and
10 use as a music event space, and failed to warn invitees as to the dangerous and unsafe conditions
11 on the property. Defendants, and each of them, in presenting the Ghost Ship as a music venue,
12 engaged in fraudulent conduct intended to deceive invitees by misrepresenting and concealing the
13 dangerous conditions of the property.

14 222. Defendants engaged in the aforementioned outrageous conduct with reckless
15 disregard of the probability that such conduct would result in a fire or similar disaster that would
16 result in severe emotional distress to Plaintiffs.

17 223. Plaintiffs did in fact suffer severe emotional distress as a result of the fire caused
18 by Defendants' outrageous conduct, as alleged herein.

19 224. Defendants' outrageous conduct, which led to the devastating fire described
20 herein, was the actual and proximate cause of Plaintiffs' emotional distress.

21 225. The wrongful acts of Defendants were done maliciously, oppressively,
22 fraudulently, and in conscious disregard of the safety and health of the Plaintiffs.

23 226. Plaintiffs incorporate herein by reference as though fully set forth, the punitive
24 damages allegations contained in paragraphs 130 through 137 and 155.

25 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as set
26 forth herein.

27 ///

28 ///

1 **VI. PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs generally pray judgment against Defendants:

- 3 1. For compensatory and general damages in an amount according to proof;
4 2. For special damages in an amount according to proof;
5 3. For punitive damages where allowed by the law;
6 4. For pre- and post-judgment interest on all damages as allowed by the law;
7 5. For costs of suit incurred herein;
8 6. For attorney fees under existing law; and
9 7. For such other and further relief as the Court deems just and proper.

10 Plaintiffs specifically pray judgment against Defendants as set forth in their Notice of
11 Adoption of Master Complaint, filed herewith.

12 **VII. JURY TRIAL DEMANDED**

13 Plaintiffs demand a trial by jury.

14 DATED: May 16, 2017

MARY ALEXANDER & ASSOCIATES, P.C.

15
16 By: 

Mary E. Alexander, Esq.
Jennifer L. Fiore, Esq.
Sophia M. Aslami, Esq.

Plaintiffs' Liaison Counsel