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County of Los Angeles

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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14 CHARLES AGOZINO, individually and on  
15 behalf of all others similarly situated,

CASE NO. **20STCV03962** <sup>BY FAX</sup>

**CLASS ACTION COMPLAINT FOR:**

16 Plaintiffs,

- (1) Breach of Implied Warranty of Habitability
- (2) Negligence
- (3) Negligence *Per Se*
- (4) Negligent Training and Supervision
- (5) Negligent Hiring
- (6) Negligent Infliction of Emotional Distress
- (7) Unjust Enrichment

17 v.

18 DOUGLAS EMMETT INC., a Maryland  
19 Corporation; BARRINGTON PACIFIC,  
LLC, a California limited liability  
20 company; DOUGLAS EMMETT  
MANAGEMENT, LLC, a Delaware  
21 limited liability company; and DOES 1-50,  
22 inclusive,

**DEMAND FOR JURY TRIAL**

23 Defendants.

24  
25 Plaintiff Charles Agozino, individually and on behalf of all others similarly situated,  
26 complains and alleges against Defendants Douglas Emmett Inc., Barrington Pacific, LLC, and  
27 Douglas Emmet Management, LLC ("Defendants") as follows:  
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1 **NATURE OF THE ACTION**

2 1. For years, tenants of Barrington Plaza Apartments (“Barrington Plaza”) have  
3 pleaded, warned, and fought with Douglas Emmett<sup>1</sup>—one of the largest real estate companies in the  
4 world—about a seemingly straightforward issue: Barrington Plaza is unacceptably, illegally, and  
5 fatally unsafe from fires. But despite years of lawsuits, of regulatory concern, and of plain old-  
6 fashioned complaining to one’s landlord, Douglas Emmett continues to sit on its hands. It has not  
7 made basic, reasonable, and necessary improvements to Barrington Plaza to prevent outsized risks,  
8 property damage, and even human casualties from fire.

9 2. On January 29, 2020, Douglas Emmett’s inaction and dissembling on fire  
10 improvements brought yet another tragedy to the Building Plaza’s tenants, as a horrifying fire blazed  
11 on the sixth and seventh floors, injuring a half-dozen people, endangering firefighters, and requiring  
12 helicopter rescue teams to airlift around fifteen residents to safety.

13 3. Barrington Plaza’s residents are fed up: they want Douglas Emmett to fix their  
14 building, and to make them whole.

15 4. This lawsuit follows.

16 \* \* \* \*

17 5. Defendant Douglas Emmett Inc. is one of the largest real estate companies in the  
18 world. It is a publicly traded company with a market cap of approximately 7.3 billion.

19 6. Through its partnerships and subsidiaries, it owns and operates approximately 18.4  
20 million square feet of Class A office space and 4,147 apartment units within Los Angeles, California  
21 and Honolulu, Hawaii that cater to affluent tenants “whose rent can be a small portion of their  
22 revenues and thus not the paramount factor in their leasing decision.”<sup>2</sup>

23 7. However, the surface sheen of Douglas Emmett’s properties hides a seedy—and  
24 deadly underbelly—an absence of even the most basic fire safety measures for Douglas Emmett’s  
25 tenants. For example, at Defendants’ Barrington Plaza, located at 11740 West Wilshire Blvd., Los  
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27 \_\_\_\_\_  
<sup>1</sup> Terms not defined in this introduction are defined elsewhere in this Complaint.

28 <sup>2</sup> <https://www.douglasemmet.com/our-story>.

1 Angeles, California 90025, residents have complained for years that apartments do not possess fire  
2 sprinklers, serviceable fire alarms, usable fire exits, or other basic safety measures that would  
3 mitigate fire damage as well as protect tenants and their loved ones. But Defendants have ignored  
4 these warnings.

5 8. As a result of Defendants' failure to heed their residents' warnings, Barrington Plaza  
6 has in recent years experienced two large fires that caused significant damage to the units and serious  
7 injuries to residents. The first, which occurred on October 18, 2013, was followed by several news  
8 articles that criticized Defendants for failing to have basic fire safety measures. A lawsuit was also  
9 filed by seven of Barrington Plaza's residents against Defendants.

10 9. Remarkably, despite the articles and the lawsuits, Defendants still failed to take  
11 appropriate action to make vital repairs that would protect the Barrington Plaza and its residents  
12 from fires. In fact, Defendants made the complex less safe by renting certain units to Airbnb, an  
13 online application that arranges short term leases.

14 10. On January 29, 2020, another large fire engulfed the Barrington Plaza, causing six  
15 injuries and requiring helicopter rescue teams to airlift around fifteen residents to safety.

16 11. This lawsuit seeks redress for the serious injuries, emotional distress, and other  
17 significant harms suffered by Barrington Plaza's residents as a result of Defendants' failure to take  
18 reasonable, well-known measures to improve the building's fire safety conditions. And it seeks to  
19 hold Douglas Emmett and other Defendants to task for willfully valuing outsized profits over the  
20 lives, belongings, and well-being of Barrington Plaza's residents.

21 **PARTIES**

22 12. Plaintiff Charles Agozino and the Class Plaintiffs (collectively "Plaintiffs") were  
23 lessees of residences at Barrington Plaza on January 29, 2020 when a fire engulfed the sixth and  
24 seventh floors.

25 13. Defendant Douglas Emmett, Inc. at all relevant times is and has been a corporation  
26 organized and operating under the laws of the State of Maryland, and conducts business in Santa  
27 Monica, California, where it maintains its principal place of business. At all relevant times herein,  
28 Douglas Emmett, Inc. has been the parent company of Defendants Barrington Pacific, LLC and

1 Douglas Emmett Management, LLC. Douglas Emmett, Inc. is in the business of owning, managing,  
2 maintaining, promoting, renting and/or leasing residential apartments at the Barrington Plaza.

3 14. Defendant Barrington Pacific, LLC, (“Barrington Pacific”) at all relevant times  
4 mentioned herein is a limited liability company organized and operating under the laws of the State  
5 of California and conducts business in Santa Monica, California where it maintains its principal place  
6 of business. At all relevant times herein, Barrington Pacific is a subsidiary of Defendant Douglas  
7 Emmett, Inc. It is in the business of owning, managing, maintaining, promoting, renting and/or  
8 leasing residential apartments at the Barrington Plaza.

9 15. Defendant Douglas Emmett Management, LLC at all relevant times mentioned herein  
10 is a limited liability company organized and operating under the laws of the State of Delaware and  
11 conducts business in Santa Monica, California where it maintains its principal place of business. At  
12 all relevant times herein, Douglas Emmett Management, LLC is a subsidiary of Defendant Douglas  
13 Emmett, Inc. It is in the business of owning, managing, maintaining, promoting, renting and/or  
14 leasing residential apartments at the Barrington Plaza.

15 16. This Complaint refers collectively to Defendants Douglas Emmett, Inc., Douglas  
16 Emmett Management, LLC, and Barrington Pacific, LLC, as “Douglas Emmett.”

17 17. The true names and/or capacities, whether individual, corporate, associate or  
18 otherwise, of Defendant Does 1 through 50 are unknown to Plaintiffs at this time, and therefore  
19 Plaintiffs sue said Doe Defendants by such fictitious names. Plaintiffs will seek leave of the Court  
20 to amend this complaint when the true names and capacities of said Doe Defendants are ascertained.

21 18. Plaintiffs are informed and believe and thereupon allege that each Defendant  
22 designated as a Doe is responsible for negligently, intentionally, contractually or in some other  
23 actionable manner for the events and happenings hereinafter referred to, and thereby caused injuries  
24 and damages to Plaintiffs as hereinafter alleged, either through said Defendants’ own wrongful  
25 conduct or through the conduct of their agents, servants, employees, representatives, officers or  
26 attorneys, or due to the ownership, lease or management of the real property which is the subject of  
27 this litigation, or in some other manner.

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1 filled with smoke and caused the fire to proliferate. It was also reported that by the time tenants  
2 learned of the fire, hallways and exit paths had already filled with thick black smoke and the tenants  
3 could not use “fire-exit” stairways, which quickly filled with smoke, thereby preventing tenants from  
4 safely exiting the Barrington Plaza. It was also reported that tenants were also unable to access the  
5 roof because the rooftop fire exit door was locked, ultimately trapping the tenants with no means of  
6 escape.

7 23. Additionally, it was also reported that rather than notify tenants that there was a fire  
8 on the eleventh floor and how those occupying the top floors should proceed, Defendants’ employees  
9 abandoned their posts entirely when the fire began.

10 24. These issues were not unknown at the time of the fire. It was reported that Defendants  
11 received numerous complaints and warnings from tenants about the Barrington Plaza’s inadequate  
12 safety procedures and safety protocols. For example, reports stated that numerous tenants reported  
13 that prior to the fire, Defendants had entirely abdicated responsibility for the safety of its tenants,  
14 without any semblance of concern or care for its duty as a landlord. Additionally, it was also reported  
15 that that multiple units had been the site of other fires.

16 25. Indeed, on October 16, 2014, seven tenants of the Barrington Plaza filed a lawsuit  
17 against Defendants in the Los Angeles Superior Court, Case No. BC561080, alleging that  
18 Defendants acted negligently by failing to employ reasonable fire safety measures, which caused  
19 harm to the tenants. Specifically, that Complaint alleged that:

- 20 (1) the defective fire escape stairways ... actually filled with smoke and caused the  
21 fire to proliferate, (2) the defective or inadequate fire alarm systems failed to operate,  
22 (3) the defective or inadequate intercom system was not utilized to notify Plaintiffs  
23 of the fire, and (4) the failure of Defendants to properly install and/or implement  
24 proper fire safety procedures and protocols, combined to create a death trap which  
25 ensnared Plaintiffs in the lethal smoke.

26 26. Although Plaintiff have been complaining of these issues for several months prior to  
27 the fire, this lawsuit makes crystal that Defendants were on actual notice of the dangerous conditions  
28 at the Barrington Plaza.

1           27.     And, as Barrington’s owners and/or managers, Defendants had the exclusive  
2 responsibility to inspect, provide, maintain, and/or repair the premises to ensure that reasonable  
3 safety measures were in place if a fire broke out. But, even after the October 18, 2013 fire,  
4 Defendants failed to perform any meaningful inspections or make any repairs to the Barrington  
5 Plaza’s alarm system, sprinklers, and fire exits, thereby recklessly and unnecessarily endangering  
6 tenants.

7           **B.     January 29, 2020 Fire**

8           28.     On January 29, 2020, more than six years after the October 2013 fire, another fire  
9 engulfed the Barrington Plaza; this time on the sixth and seventh floors. As the *Los Angeles Times*  
10 reported, the fire “was a terrifying moment of déjà vu.”<sup>3</sup> Initial reports claimed that six people were  
11 injured, including a three-month old baby. Moreover, fire helicopters airlifted at least 15 people to  
12 safety from the building’s rooftops.



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22           *Image from the Los Angeles Times of the January 29, 2020 fire*

23           29.     Strikingly, the same issues that were present during the October 2013 fire resurfaced  
24 again: residents stated they did not hear an alarm or warning and were only alerted to the fire by  
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28           <sup>3</sup> <https://www.latimes.com/california/story/2020-01-29/high-rise-fire-has-barrington-plaza-residents-demanding-answers>

1 neighbors knocking on their doors<sup>4</sup> and sprinklers were never installed. In fact, Defendants did not  
2 do anything to remedy the Barrington Plaza's fire hazards.

3 30. Upon information and belief, Defendants' failure to inspect, maintain, and conduct  
4 repairs at the Barrington Plaza directly contributed to the size and strength of the fire. Without  
5 sprinklers to extinguish the fire early on, adequate smoke alarms to alert tenants, and a clear fire  
6 response protocol, the fire grew until it engulfed the sixth and seventh floors.

7 31. As a result of the fire, Plaintiffs have suffered serious emotional distress including  
8 extreme anguish, fright, horror, nervousness, grief, anxiety, worry, and shock as a result of seeing a  
9 fire engulf their place of residence. In fact, several of the residents were airlifted by a helicopter and  
10 taken to safety.

11 32. Moreover, many residents also suffered physical injuries, including but not limited  
12 to, smoke inhalation and are in critical or serious condition at the time of the filing of this Complaint.

13 **CLASS ACTION ALLEGATIONS**

14 33. The Class's claims all derive directly from Defendants' course of conduct that is  
15 uniform and standardized toward the Class. They did not materially differentiate in their actions or  
16 inactions toward members of the Class. The objective facts on these subjects are all the same for all  
17 Class members. Within each cause of action asserted by the class, the same legal standards govern.  
18 Accordingly, Mr. Agozino brings this lawsuit as a class action on his own behalf and on behalf of  
19 all other persons similarly situated as members of the proposed class pursuant to California Code of  
20 Civil Procedure Section 382.

21 34. This action may be brought and properly maintained as a class action because  
22 resolution of the questions it presents is one of a common or general interest, and of many persons,  
23 and also because the parties are numerous, and it is impracticable to bring them all before the court.  
24 Mr. Agozino may sue for the benefit of all as a representative party pursuant to California Code of  
25 Civil Procedure Section 382.

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28 <sup>4</sup> <https://ktla.com/2020/01/29/fire-erupts-at-high-rise-apartment-building-near-brentwood-for-2nd-time-since-2013/>



1 **Lessees at Barrington**

2 35. Mr. Agozino brings this action and seeks to certify and maintain it as a class action  
3 under California Code of Civil Procedure Section 382 on behalf of himself and a class defined as  
4 follows:

5 All persons or entities who were tenants at the Barrington Plaza  
6 Apartments located at 11740 Wilshire Boulevard in Los Angeles,  
7 California as of January 29, 2020.

8 36. Excluded from the purported class are all persons or entities who became tenants at  
9 Barrington Plaza subsequent to January 29, 2020 and those tenants who ended their leases prior to  
10 January 29, 2020.

11 **Numerosity and Ascertain ability**

12 37. The members of the Class are so numerous that a joinder of all members would be  
13 impracticable. Indeed, Barrington contains 712 apartments and approximately 1,000 tenants.

14 38. The Class is ascertainable. The Class definition identifies groups of unnamed  
15 plaintiffs by describing a set of common characteristics sufficient to allow a member of that group  
16 to self-identify as having a right to recover based on the description. Other than by direct notice,  
17 alternatively proper and sufficient notice of this action may be provided to the Class members  
18 through notice disseminated by electronic means, through broadcast media, and published in  
19 newspapers or other publications.

20 **Predominance of Common Issues**

21 39. A well-defined community of interest in questions of law or fact involving and  
22 affecting all members of the Class exist, and common questions of law or fact that are substantially  
23 similar and predominate over questions that may affect only individual Class members. This action  
24 is amenable to a class-wide calculation of damages, or the establishment of fair and equitable  
25 formulae for determining and allocating damages, through expert testimony applicable to anyone  
26 in the Class. The most significant questions of law and fact that will decide the litigation are  
27 questions common to the Class, or to definable categories or subclass thereof, and can be answered  
28 by the trier of fact in a consistent manner such that all those similarly situated are similarly treated

1 in the litigation. The questions of law and fact common to the Plaintiffs and Class members,  
2 include, among others, the following:

- 3 (a) Whether Defendants warranted the premises to be habitable, and free from  
4 any dangerous conditions;
- 5 (b) Whether Defendants complied with all applicable housing codes, electrical  
6 codes and standards, building inspection department conditions, and other  
7 statutory provisions;
- 8 (c) Whether Defendants complied with their duties to inspect and provide  
9 adequate maintenance to prevent conditions which endanger the tenants;
- 10 (d) Whether Defendants knew or should have known of the defective conditions  
11 at Barrington and failed to correct said conditions;
- 12 (e) Whether Defendants knew that the Barrington was in such a nature that if  
13 not maintained, serviced, and inspected, would likely cause severe injuries  
14 to residents and guests;
- 15 (f) Whether Defendants had a duty of care to plaintiffs and the public to hire,  
16 retain, supervise, and train employees who are fit and competent in the event  
17 of a fire and to provide the premises free and clear of a dangerous and  
18 defective condition;
- 19 (g) Whether Defendants failed to hire, retain, supervise, and train employees  
20 who are fit and competent in the event of a fire and to provide the premises  
21 free and clear of a dangerous and defective condition;
- 22 (h) Whether Defendants were negligent in hiring, retaining, supervising, and/or  
23 training employees; and

24 **Typicality**

25 40. Mr. Agozino's claims are typical of the members of the Class. The evidence and the  
26 legal theories regarding Defendants' alleged wrongful conduct are substantially the same for Mr.  
27 Agozino and all of the Class members.

1 **Adequate Representation**

2 41. Mr. Agozino will fairly and adequately protect the interests of the Class members.  
3 Mr. Agozino has retained competent counsel experienced in class action litigation to ensure such  
4 protection. Mr. Agozino and his counsel intend to prosecute this action vigorously.

5 **Superiority**

6 42. The class action provides for the fair and efficient adjudication of this case or  
7 controversy. Even if any individual person or group(s) of Class members can afford individual  
8 litigation, individual litigation of all claims would be unduly burdensome to the courts in which the  
9 individual litigation(s) would proceed. The class action device provides the benefits of unitary and  
10 inclusive adjudication, economies of scale, and comprehensive adjudication by a single court.

11 43. Prosecution of separate actions by all individual Class members may create a risk of  
12 inconsistent or varying adjudications with respect to individual Class members that would  
13 establish incompatible standards of conduct for the party (or parties) opposing the Class, lead to  
14 underinclusive, inconsistent or otherwise inequitable allocation of Defendants available assets and  
15 insurance among similarly situated claimants, and/or lead to repetitious trials of numerous  
16 common questions of fact and law. Mr. Agozino knows of no difficulty that will be encountered in  
17 the management of this litigation that would preclude its maintenance as a class action.

18 **REALLEGATION AND INCORPORATION BY REFERENCE**

19 44. Mr. Agozino realleges and incorporates by reference all the preceding paragraphs  
20 and allegations of the Complaint, as though fully set forth in each of the following causes of action  
21 asserted on behalf of the Class.

22 **FIRST CAUSE OF ACTION**

23 **Breach of Implied Warranty of Habitability**

24 45. Through their rental agreements with Plaintiffs, Defendants expressly and impliedly  
25 warranted the Barrington Plaza to be habitable, and free from any dangerous conditions. By failing  
26 to make the Barrington Plaza habitable, including by failing to inspect, provide, maintain, and/or  
27 repair the smoke detectors and smoke alarms; failing to install sprinklers; failing to provide direct  
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1 proper safety procedures in the event of a fire. Defendant breached the express and implied warranty  
2 of habitability.

3 46. At all times relevant to this Complaint, Plaintiffs resided at the Barrington Plaza and  
4 complied with all of the terms of their rental agreements. Defective conditions were not caused by  
5 the wrongful or abnormal use of the Barrington Plaza by Mr. Agozino, the Class Plaintiffs, or anyone  
6 acting under their authority.

7 47. Defendants knew or should have known that the Barrington Plaza did not have any  
8 reasonable fire safety measures or policies even though an implied warranty of habitability exists in  
9 all residential rental agreements, as well as state and local statutes, required such corrections.

10 48. As a direct and proximate result of Defendants' breaches, on January 29, 2020, a fire  
11 within the Barrington Plaza ignited and rapidly expanded, causing Plaintiffs to suffer damages  
12 including property damage, physical harm, fear, discomfort, annoyance, and severe emotional  
13 distress in amounts exceeding the jurisdictional threshold of this court and which will be proved at  
14 trial.

15 49. In failing to provide any adequate fire safety measures, Defendants acted with  
16 malice, fraud, and oppression and/or in conscious disregard of Plaintiffs' health, rights, and well-  
17 being, and intended to subject Plaintiffs to unjust hardship, thereby warranting punitive damages in  
18 an amount sufficient to punish Defendants and deter others from engaging in similar conduct.

19 **SECOND CAUSE OF ACTION**

20 **Negligence**

21 50. Plaintiffs reallege and incorporate as if fully stated herein each and every allegation  
22 contained above and incorporate the same herein by this reference as though set forth in full.

23 51. As owners of the Barrington Plaza, Defendants owed a duty of care to their tenants,  
24 including Mr. Agozino, the Class Plaintiffs, and their guests, to provide the Barrington Plaza free  
25 and clear of dangerous conditions and to conform in all ways to the laws of the State of California  
26 and the County of Los Angeles.

27 52. Defendants breached their duty of care by maintaining the Barrington Plaza in a  
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1 dangerous and defective condition by failing to provide reasonable fire safety measures, including  
2 safe fire exits, warnings in case of a fire, working fire alarms, and sprinklers. Defendants acted  
3 negligently by failing to provide the Barrington Plaza free and clear of dangerous and defective  
4 conditions, causing harm and damage to Plaintiffs in an amount to be proved at trial.

5 53. Defendants and each of them knew, or in the exercise of ordinary and reasonable  
6 care should have known, that the Barrington Plaza were of such a nature that if not maintained,  
7 serviced, and inspected, would likely cause severe injuries to residents and guests, as it did when a  
8 fire erupted on January 29, 2020.

9 54. As a direct and proximate result of the Defendants' conduct, Plaintiffs have suffered  
10 past and future special damages and past and future general damages in an amount according to  
11 proof at trial.

### 12 **THIRD CAUSE OF ACTION**

#### 13 **Negligence (Violation of Statutory Duty)**

14 55. Plaintiffs reallege and incorporate as if fully stated herein each and every allegation  
15 contained above and incorporate the same herein by this reference as though set forth in full.

16 56. The laws and regulations of the State of California and the County of Los Angeles  
17 including, but not limited to, California Civil Code Section 1714 and Health and Safety Code  
18 Section 17920.3 (Uniform Housing Code) impose a statutory duty on Defendants to maintain the  
19 Barrington Plaza in a safe and habitable condition and to exercise ordinary care or skill in the  
20 management of their property.

21 57. By failing to provide reasonable fire safety measures, including safe fire exits,  
22 warnings in case of a fire, working fire alarms, and sprinklers, Defendants breached their statutory  
23 duty and failed to act as a reasonable person under the circumstances.

24 58. It was foreseeable that as a result of these defective and unsafe conditions and  
25 Defendants' failure to exercise ordinary and reasonable care in complying with their statutory duties,  
26 Plaintiffs would suffer significant injuries in the event of a fire in the building.

27 59. As a direct and proximate result of the Defendants' conduct in failing to maintain the  
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1 Barrington Plaza in a safe condition, Plaintiffs have suffered past and future special damages and  
2 past and future general damages in an amount according to proof at trial.

3 **FOURTH CAUSE OF ACTION**

4 **Negligent Training and Supervision**

5 60. Plaintiffs reallege and incorporate as if fully stated herein each and every allegation  
6 contained above and incorporate the same herein by this reference as though set forth in full.

7 61. As owners of the Barrington Plaza, Defendants had a duty of care to Plaintiffs and  
8 the public to supervise and train employees who are fit and competent and to train and supervise  
9 employees in fire emergency protocols so that they can perform diligently and reasonably in the  
10 event of a fire, and to provide the Barrington Plaza free and clear of a dangerous and defective  
11 condition.

12 62. Defendants' employees were unfit and incompetent to perform the work for which  
13 they were hired, including maintaining the Barrington Plaza to be safe and free from fire hazards,  
14 implementing fires safety protocols, and warning residents in the event of a fire.

15 63. Defendants knew, or in the exercise of reasonable diligence should have known that  
16 their employees were neither qualified nor able to safely operate the fire alarm system in a manner  
17 that is reasonably expected of an employee or agent. This ultimately harmed Plaintiffs when a fire  
18 erupted on January 30, 2020 at the Barrington Plaza.

19 64. Defendants' negligence in supervising and/or training their employees was a  
20 substantial factor in causing Plaintiffs' harm. For example, upon information and belief, if  
21 Defendants' employees were competent the January 30, 2020 fire would not have grown as large as  
22 it did, which would have prevented the damages caused by the fire as well as the injuries Plaintiffs  
23 sustained.

24 65. As a direct and proximate result of Defendants' conduct as alleged herein, Plaintiffs  
25 have suffered past and future special damages and past and future general damages in an amount  
26 according to proof at trial.

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**FIFTH CAUSE OF ACTION**

**Negligent Hiring**

66. Plaintiffs reallege and incorporate as if fully stated herein each and every allegation contained above and incorporate the same herein by this reference as though set forth in full.

67. As owners of the Barrington Plaza, Defendants had a duty of care to Plaintiffs and the public to hire employees who are fit and competent in fire emergency protocols so that they can perform diligently and reasonably in the event of a fire, and to provide the Barrington Plaza free and clear of a dangerous and defective condition.

68. The employees that Defendants hired were unfit and incompetent to perform the work for which they were hired, including maintaining the Barrington Plaza to be safe and free from fire hazards, implementing fire safety protocols, and warning residents in the event of a fire.

69. Defendants knew, or in the exercise of reasonable diligence should have known that their employees were neither qualified nor able to safely operate the fire alarm system in a manner that is reasonably expected of an employee or agent. This ultimately Plaintiffs when a fire erupted on January 30, 2020 at the Barrington Plaza.

70. Defendants' negligence in hiring their employees was a substantial factor in causing Plaintiffs' harm. For example, upon information and belief, if Defendants' employees were competent the January 30, 2020 fire would not have grown as large as it did, which would have prevented the damages caused by the fire.

71. As a direct and proximate result of Defendants' conduct as alleged herein, Plaintiffs have suffered past and future special damages and past and future general damages in an amount according to proof at trial.

**SIXTH CAUSE OF ACTION**

**Negligent Infliction of Emotional Distress**

72. Plaintiffs reallege and incorporate as if fully stated herein each and every allegation contained above and incorporate the same herein by this reference as though set forth in full.

73. Defendants and each of them negligently caused injury to Plaintiffs.





1 in interest of further profit. Defendants' managing agents knew that and/or contributed to (1) the  
2 fire alarm system not working, (2) the building was not equipped with fire sprinklers, (3) that  
3 Barrington Plaza failed fire inspections; and (4) there was no other system in place to warn tenants  
4 of a fire. Additionally, Defendants, by and through their managing agents whose conduct the  
5 Defendants supported and aided and abetted, intentionally abandoned residents in the building to  
6 fend for themselves when the fire took place. These managing agents of Defendant left the building  
7 and refused to use the intercom system to instruct residents what to do and where to go.

8 83. Defendants conduct also constitutes gross negligence and evidences wanton  
9 recklessness and a complete and intentional disregarded for the safety of its tenants.

10 84. Accordingly, Plaintiffs request punitive damages for Defendants despicable conduct  
11 as permitted by law.

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, Plaintiffs request that judgment be entered against Defendants and that the  
14 Court grant the following:

15 (a) Enter an order certifying this case as a class action pursuant to California Code of  
16 Civil Procedure § 382;

17 (b) Enter a judgment against Defendants in favor of Mr. Agozino and the Class;

18 (c) Award the Class damages, including enhanced damages, in an amount to be  
19 determined at trial;

20 (d) Award actual, compensatory, statutory, and consequential damages;

21 (e) Award equitable monetary relief, including restitution and disgorgement of all ill-  
22 gotten gains, and the imposition of a constructive trust upon, or otherwise restricting the proceeds  
23 of Defendants' ill-gotten gains, to ensure an effective remedy.

24 (f) Award declaratory relief;

25 (g) Award pre-judgment and post-judgment interest at the highest rate allowed by law;

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- 1 (h) Award Mr. Agozino and the Class their costs of suit, including reasonable attorneys’  
2 fees as provided by law;  
3 (i) Award punitive and exemplary damages in an amount to be determined at trial; and  
4 (j) Award such further and additional relief as the case may require and the Court may  
5 deem just and proper under the circumstances.

6  
7 Dated: January 30, 2020

Respectfully submitted,

8 **Pierce Bainbridge Beck Price & Hecht LLP**

9  
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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury in the above action.

Dated: January 30, 2020

Respectfully submitted,

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