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ENDORSED FILED
SAN MATEO COUNTY

JUL 16 2013

Clerk of the Superior Court
By Rebecca Krill
DEPUTY CLERK

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SAN MATEO**

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13 JORGE CHAVEZ, an individual; JUANITA
CHAVEZ, an individual,

14 Plaintiffs,

15 vs.

16 KDF HALLMARK, L.P., a limited partnership; and
17 DOES 1 through 50, inclusive,

18 Defendants.

Case No. **CIV 522842**

COMPLAINT FOR DAMAGES:

1. **PREMISES LIABILITY
(NEGLIGENCE)**
2. **PRIVATE NUISANCE**

JURY TRIAL DEMANDED

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1 **I. INTRODUCTION**

2 1. On the early morning of July 7, 2013 at 1:47 am, a six alarm blaze ravaged a 72-
3 unit apartment complex which resulted in one person being killed. The blaze required twenty
4 fire engines, including seven ladder trucks and over 100 firefighters to contain the fire. The
5 apartment complex, called the Hallmark House Apartments, located at 531 Woodside Road in
6 Redwood City, was maintained in a condition that endangered the 97 registered tenants' safety.

7 2. Given the lack of sprinklers, inadequate smoke detectors and/or other safeguards,
8 a localized fire consumed nearly the entire apartment complex, forcing all of the tenants onto the
9 streets. Twenty one people were rushed to the hospital, suffering fire and smoke related injuries.
10 Most tenants' lifetime possessions were all consumed in this preventable tragedy.

11 3. KDF HALLMARK, L.P. (hereinafter "KDF HALLMARK"), an investment group
12 out of Orange County, had purchased the Hallmark House Apartment complex back in 2003. At
13 that time of the purchase, it was readily apparent that the building, which was built in 1964,
14 lacked safety sprinklers and other safeguards which, given the density of the housing, would
15 endanger not only tenants, but also guests as well, if a fire should start.

16 4. This is a case of disregard for the life and safety of Plaintiffs JORGE and
17 JUANITA CHAVEZ (hereinafter "Plaintiffs"), who placed their trust in the integrity of the safety
18 of the apartment complex they have called home for over five years. As a result of their
19 misplaced trust, they suffered displacement, fear, emotional trauma, and the loss of most of their
20 life's possessions. This wide-spread blaze was caused by KDF HALLMARK's failure to
21 properly inspect, maintain and safeguard the property from a foreseeable unit fire.

22 **II. PARTIES**

23 **A. Plaintiffs**

24 5. Plaintiff **JORGE CHAVEZ** resides in the County of San Mateo, State of
25 California.

26 6. Plaintiff **JUANITA CHAVEZ** resides in the County of San Mateo, State of
27 California.

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B. Defendants

7. At all times herein mentioned, Defendant **KDF HALLMARK, L.P.** was a limited partnership engaged in the business of owning, managing, maintaining, renting, and/or leasing dwellings in Redwood City, California, including the dwelling known as Hallmark House Apartments located at 531 Woodside Road in Redwood City.

C. Other Defendants

8. The true names and capacities, whether individual, corporate, associate or otherwise of Defendants DOES 1 through 50 are unknown to Plaintiffs who therefore sue said Defendants is in some manner responsible for the acts and occurrences hereinafter set forth. Plaintiffs will amend this Complaint to show their true names and capacities when the same are ascertained, as well as the manner in which each fictitious Defendant is responsible.

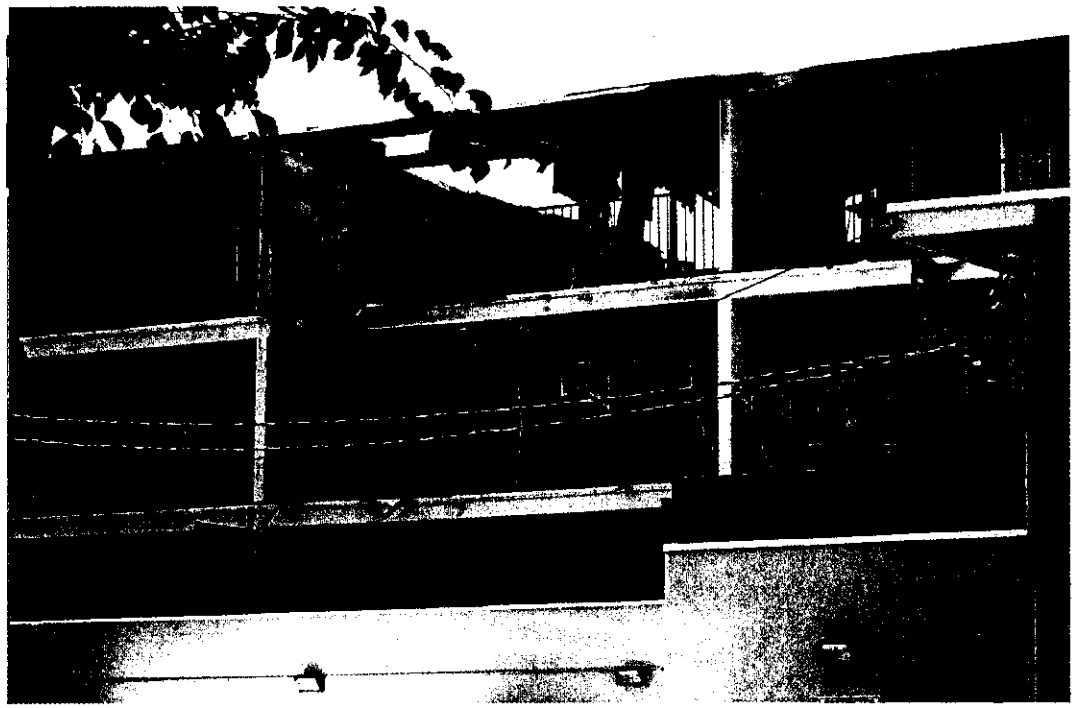
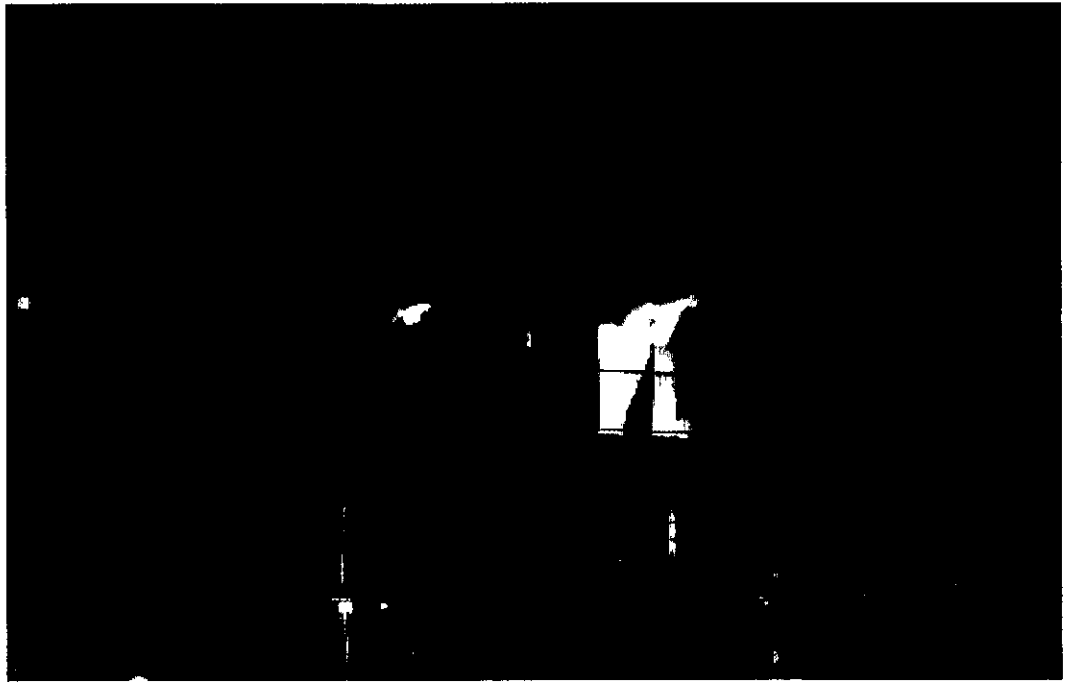
9. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned, each of the Defendants was an agent, servant, employee, officer, director, managing agent and/or joint venture of each of the remaining Defendants, and in doing the things hereinafter alleged, was at all times acting within the course and scope of this agency service, employment, management and/or joint venture; and each Defendant has ratified and approved the acts of each of the remaining Defendants.

D. The Fire

10. On July 7, 2013, at 1:47 am, a fire broke out, on one end of the Hallmark House Apartments located at 531 Woodside Road in Redwood City. However, what should have been a localized fire, quickly extinguished by sprinklers, turned into a six alarm blaze that swept across the 72 unit building, engulfing most of the building in flames.

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13 11. At that time, Plaintiffs were sleeping when they were awoken by screams in the
14 hallway. When they stepped outside their apartment at 531 Woodside Road, Unit # 216, they
15 realized the building was on fire. They fled to the bottom floor to get away in their vehicle.
16 Despite all the commotion and confusion of being awoken in the middle of the night to a
17 potentially life threatening situation, Plaintiffs managed to escape the complex.

18 **E. The Apartment Complex**

19 12. An investment group out of Orange County set up a limited partnership called
20 KDF HALLMARK in order to purchase the Hallmark House Apartments in Redwood City.
21 KDF HALLMARK purchased the over 83,000 square foot complex in 2003 at a price of over \$8
22 million.

23 13. At the time of the purchase, it became readily apparent to KDF HALLMARK that
24 the high density apartment complex did not have safety sprinklers or other devices to minimize
25 the threat of flames in case of a fire. Despite its experience in the multi-family residences and
26 the dangers imposed of having numerous adjacent to one another, KDF HALLMARK failed to
27 set forth basic safeguards. Rather, KDF HALLMARK was much more interested in attempting

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1 to recoup its over \$8 million dollar purchase price in the shortest time possible, thus foregoing on
2 basic improvements to protect its tenants and their contents.

3 14. From 2003 to the present day, Defendant KDF HALLMARK controlled and
4 owned the subject property. Defendant KDF HALLMARK was responsible for maintaining,
5 managing and/or approving the repair and up keep of the Hallmark House Apartments located at
6 531 Woodside Road.

7 15. As a result of its failure to make safety improvements, KDF HALLMARK has
8 effectively thrown 72 households onto the street. These households have had to fend for
9 themselves looking for another residence and having to start over in rebuilding their lives

10 **III. CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**
12 **(Premises Liability - Negligence)**
13 **(Plaintiffs Jorge and Juanita Chavez Against all Defendants)**

14 AS AND FOR A FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS:

15 16. Plaintiffs hereby realleges and incorporate by reference each and every allegation
16 contained in Paragraph 1 through 15, inclusive, as if full set forth in detail herein.

17 17. Plaintiffs, at all times herein mentioned, were lawfully on the premises as tenants
18 located at 531 Woodside Road, Redwood City, California, as of July 7, 2013.

19 18. Plaintiffs are informed and believe, and thereon allege, that at all times prior to
20 and on the date of this incident, the defects associated with fire retardation and warning,
21 included, but were not limited, to defects in design, construction, materials, workmanship, proper
22 sprinklers, proper smoke detectors, sufficient smoke detectors, firewalls and/or other fire related
23 repairs and maintenance, so as to render the apartment complex dangerous and/or defective to the
24 tenants, occupants and guests of 531 Woodside Road, Redwood City, California.

25 19. Plaintiffs are informed and believe and upon such basis allege that Defendants,
26 and each of them, did not exercise the responsibilities attendant to the ownership, development,
27 operation, use, construction, inspection, management, repair and/or maintenance of 531
28 Woodside Road, Redwood City, California.

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1 20. In connection with its ownership, development, operation, use, maintenance,
2 repair, design, construction, management, and/or control of 531 Woodside Road, Redwood City,
3 California, Defendants owed a duty of ordinary care to avoid exposing tenants and occupants of
4 531 Woodside Road, Redwood City, California, their guests or invitees, including Plaintiffs, to
5 an unreasonable risk of harm, created by natural and/or artificial conditions existing and/or
6 created on the premises.

7 21. Prior to this incident, Defendants expressly or implicitly approved, authorized,
8 ratified the manner in which the fire suppression and warning devices at 531 Woodside Road,
9 Redwood City, California were maintained, which was known, or by the exercise or reasonable
10 care should have been known, to be dangerous, thereby mandating frequent inspections, upgrades
11 and/or maintenance of such condition at 531 Woodside Road, Redwood City, California, to
12 assure that 531 Woodside Road, Redwood City, California was in a safe condition for occupants
13 and their guests or invitees, including Plaintiffs.

14 22. Plaintiffs are informed and believe and upon such basis allege, that Defendants
15 negligently and/or carelessly designed, planned, repaired, constructed, supervised, cared for,
16 controlled, inspected, failed to upgrade, and/or maintained 531 Woodside Road, Redwood City,
17 California where this fire occurred. The above-described condition represented a dangerous
18 and/or defective condition, which created a reasonably foreseeable risk of the kind of harm,
19 injury and damage incurred by Plaintiffs.

20 23. Prior to the incident herein above described, Defendants and each of them, had
21 actual and/or constructive notice of dangerous and/or defective conditions therein and failed to
22 warn the tenants, their guests, invitees and/or other persons within the area of such danger, or to
23 undertake appropriate measures to implement a maintenance, upgrade or inspection program
24 which would and could have eliminated the danger and make the premises safe. Moreover,
25 Defendants were on notice of the defective condition and failed to act.

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1 24. As a legal result of the aforementioned acts of Defendants, Plaintiffs were caused
2 to suffer serious personal injury.

3 25. As a legal result of the aforementioned acts of Defendants, and each of them,
4 Plaintiffs sustained injuries to their body and person, all of which have caused and continue to
5 cause, Plaintiffs great mental, physical and suffering, all to his general damage in an amount to
6 be shown according to proof at the time of trial.

7 26. As a further legal result of the aforementioned acts of Defendants, and each of
8 them, Plaintiffs were prevented from attending their normal daily activities and/or employment.
9 Plaintiffs, have thereby incurred losses for medical care and/or suffered a loss of earnings, in
10 amounts to be shown according to proof at the time of trial.

11 **SECOND CAUSE OF ACTION**

12 **(Private Nuisance)**

13 **(Plaintiffs Jorge and Juanita Chavez Against All Defendants)**

14 AS AND FOR A SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS:

15 27. Plaintiffs hereby reallege and incorporate herein by reference, as if fully set forth
16 in this cause of action, Paragraph 1 through 26, inclusive, as if fully set forth in detail herein.

17 28. Plaintiffs leased an apartment unit, Unit #216, from KDF HALLMARK, as of the
18 date of the blaze.

19 29. Defendant KDF HALLMARK and DOES 1 through 50, by acting or failing to act,
20 created a condition or permitted a condition to exist that was harmful to the health of the tenants,
21 including Plaintiffs and/or was an obstruction to the free use of the property, so as to interfere
22 with the comfortable enjoyment of life or property.

23 30. That this condition in failing to upgrade, carelessly designed, planned, repaired,
24 constructed, supervised, cared for, controlled, inspected, and/or maintained 531 Woodside Road,
25 Redwood City, California interfered with Plaintiffs' use or enjoyment of his apartment.

26 31. Plaintiffs did not consent to Defendant's conduct in failing to upgrade, carelessly
27 designed, planned, repaired, constructed, supervised, cared for, controlled, inspected, and/or
28 maintained 531 Woodside Road, Redwood City, California.

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1 32. An ordinary person would reasonably be annoyed or disturbed by Defendant's
2 conduct.

3 33. As a result of the conduct, Plaintiffs were harmed.

4 34. The Defendant's conduct was a substantial factor in causing harm to Plaintiffs and
5 other tenants harm.

6 35. The seriousness of the harm outweighs the public benefit of Defendant's conduct.


7 **IV. PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as
9 hereinafter set forth below.

- 10 1. For compensatory and general damages according to proof;
11 2. For past and future medical, incidental, and services expenses according to proof;
12 3. Economic losses including, but not limited to, household items and lost wages in
13 an amount to be determined according to proof at trial;
14 4. Costs, of suit herein incurred;
15 5. For pre- and post-judgment interest on all damages as allowed by the law; and
16 6. For such other and further relief as the Court may deem just and proper.

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18 Dated: July 15, 2013

COTCHETT, PITRE & McCARTHY, LLP


19
20 By: 
ARA JABAGCHOURIAN
Attorney for Plaintiffs

21
22 **V. JURY DEMAND**

23 Plaintiffs JORGE and JUANITA CHAVEZ demand trial by jury on all issues so triable.

24 Dated: July 15, 2013

COTCHETT, PITRE & McCARTHY, LLP

25
26 By: 
ARA JABAGCHOURIAN
Attorney for Plaintiffs