

MARY E. ALEXANDER, ESQ. (SBN: 104173)
JENNIFER L. FIORE, ESQ. (SBN: 203618)
SOPHIA M. ASLAMI, ESQ. (SBN: 262172)
Mary Alexander & Associates, P.C.
44 Montgomery Street, Suite 1303
San Francisco, CA 94104
Telephone: (415) 433-4440
Facsimile: (415) 433-5440

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA (UNLIMITED JURISDICTION)

DAVID GREGORY, Individually, as Personal Representative of the ESTATE OF MICHELA GREGORY and as Successor in Interest of MICHELA GREGORY;)	Case No.:
KIMBERLY GREGORY, Individually and as Successor in Interest of MICHELA GREGORY,)	COMPLAINT FOR DAMAGES
)	(NEGLIGENCE, NEGLIGENT FAILURE TO EVICT, PREMISES LIABILITY)
)	JURY TRIAL DEMANDED
Plaintiffs,)	
v.)	
CHOR NAR SIU NG, Individually and as Trustee of the CHOR NAR SIU NG REVOCABLE TRUST DATED SEPTEMBER 28, 2007;)	
EVA NG;)	
DERICK ION ALMENA;)	
MICAH ALLISON;)	
DANIEL LOPEZ;)	
OMAR VEGA;)	
JOHN HRABKO;)	
100% SILK;)	
JOEL SHANAHAN, also known as GOLDEN DONNA; and)	
DOES 1 through 200, inclusive,)	
Defendants.)	

COMES NOW Plaintiffs, DAVID GREGORY, Individually, as Personal Representative of the ESTATE OF MICHELA GREGORY and as Successor in Interest of MICHELA GREGORY; KIMBERLY GREGORY, Individually and as Successor in Interest of MICHELA GREGORY, by and through their attorneys, Mary Alexander & Associates, P.C., and submit this Complaint for Damages against each of the Defendants named herein.

GENERAL ALLEGATIONS

1. At all times relevant hereto, MICHELA GREGORY (also referred to herein as "Decedent" and "MICHELA") and Plaintiffs were residents of the State of California.

2. Plaintiff DAVID GREGORY brings this action, *inter alia*, as specified in Code of Civil Procedure § 377.60 *et seq.*, individually, and on behalf of the ESTATE OF MICHELA GREGORY and Decedent's surviving heirs.

3. MICHELA GREGORY was injured in a fire on December 2, 2016, at approximately 11:15 p.m., and subsequently died on December 2, 2016. Plaintiff DAVID GREGORY is the surviving father of Decedent. Plaintiff KIMBERLY GREGORY is the surviving mother of Decedent. Plaintiff DAVID GREGORY has complied with the provisions of Section 377.32 of the Code of Civil Procedure, having filed herewith a declaration as required in the provisions. Decedent's Second, Fourth and Sixth Causes of Action, therefore, survive and may be brought by DAVID GREGORY pursuant to C.C.P. § 377.20.

4. The following paragraphs of the Complaint are made upon information and belief.

5. On the evening of December 2, 2016, MICHELA attended an electronic dance music event at 1315 31st Avenue in Oakland, California, a warehouse named "Ghost Ship." A fire broke out inside the warehouse. There were at least 100 people inside. Patrons and invitees, including MICHELA, tried to exit the warehouse, but were unable to exit due to the unsafe conditions and configuration of the warehouse. MICHELA was trapped in the inferno inside. MICHELA suffered injuries from the fire, including from smoke inhalation, while trying to escape.

6. MICHELA was alive and feared for her safety. She was eventually overcome by the fire and smoke, and subsequently died inside the warehouse. MICHELA did not die instantaneously when the fire broke out. MICHELA was injured and suffered from the injuries

1 caused by the fire and smoke for many minutes before dying.

2 7. Defendants CHOR NAR SIU NG, individually and as trustee of the CHOR NAR
3 SIU NG REVOCABLE TRUST DATED SEPTEMBER 28, 2007, EVA NG, and DOES 1
4 through 50, inclusive, and each of them, are and were at all times relevant herein, residents of
5 Alameda County, California, are owners and/or managers of the real property upon which the
6 Ghost Ship was located. Said Defendants are and were at all times relevant herein the owners
7 and/or managers of the real property located at 1305, 1309 and 1313 31st Avenue, Oakland,
8 County of Alameda, California. 1305 31st Avenue is a lot to the southwest of and next to the
9 Ghost Ship. 1309 and 1313 31st Avenue contain the structure immediately to the northeast of
10 the Ghost Ship. See Photographs of the Ghost Ship below.

11 **Photograph 1: Exterior of the Ghost Ship at 1315 31st Avenue and Side Lot at 1305**
12 **31st Avenue**



25
26 ///

27 ///

28 ///

1 **Photograph 2: Inside the Ghost Ship Before Fire**



14 8. Defendants CHOR NAR SIU NG, individually and as trustee of the CHOR NAR
15 SIU NG REVOCABLE TRUST DATED SEPTEMBER 28, 2007, EVA NG, and DOES 1
16 through 50 owned, leased, rented, marketed, controlled, secured, operated, built, constructed,
17 developed, designed, engineered, maintained, managed, inspected, repaired and/or provided
18 services to the premises located at 1305, 1309, 1313 and 1315 31st Avenue, located in the City of
19 Oakland, County of Alameda. Said Defendants had mandatory and nondelegable duties to
20 inspect and maintain said property in a safe and usable condition, and to repair any dangerous or
21 unsafe conditions.

22 9. Defendants CHOR NAR SIU NG, individually and as trustee of the CHOR NAR
23 SIU NG REVOCABLE TRUST DATED SEPTEMBER 28, 2007, EVA NG, and DOES 1
24 through 50 leased the property at 1305 31st Avenue and 1315 31st Avenue (including the Ghost
25 Ship) to Defendants DERICK ION ALMENA, MICAH ALLISON and DOES 51 through 100, and
26 each of them.

27 10. Defendants CHOR NAR SIU NG, individually and as trustee of the CHOR NAR
28 SIU NG REVOCABLE TRUST DATED SEPTEMBER 28, 2007, EVA NG, and DOES 1

1 through 50 leased the property at 1309 31st Avenue and 1313 31st Avenue to Defendants DANIEL
2 LOPEZ, OMAR VEGA and DOES 101 through 125, and each of them.

3 11. Defendants DERICK ION ALMENA, MICAH ALLISON and DOES 51 through
4 100, and each of them, inclusive, leased, rented, marketed, controlled, secured, operated, built,
5 constructed, developed, designed, engineered, maintained, managed, inspected, repaired and/or
6 provided services to 1305 31st Avenue and 1315 31st Avenue, including the Ghost Ship, where
7 events open to the public were held and entertainment was provided. DERICK ION ALMENA is
8 also referred to herein as ALMENA. MICAH ALLISON is also referred to herein as
9 ALLISON. Said Defendants had been leasing the Ghost Ship for at least three years and had
10 converted the Ghost Ship warehouse into residential ad hoc spaces/units and leased those spaces to
11 others. Permits were not obtained by Defendants for the conversion of the warehouse or public
12 events held at the Ghost Ship.

13 12. Defendants DANIEL LOPEZ, OMAR VEGA and DOES 101 through 125, and
14 each of them, leased, rented, marketed, controlled, secured, operated, built, constructed, developed,
15 designed, engineered, maintained, managed, inspected and/or repaired 1309 31st Avenue and 1313
16 31st Avenue, manufactured, distributed and/or sold materials to the Ghost Ship and the adjacent
17 and surrounding premises, and provided utilities and services to the Ghost Ship, including supply of
18 electricity. Defendants DANIEL LOPEZ, OMAR VEGA and/or DOES 101 through 125 supplied
19 electricity from their premises and a restroom on their premises for use by patrons and invitees
20 during music and other events held at the Ghost Ship.

21 13. Defendant JOHN HRABKO, an individual, is and was at all times relevant herein
22 a resident of Alameda County, California, and conducting substantial business in the State of
23 California, including the County of Alameda. JOHN HRABKO is also referred to herein as
24 HRABKO.

25 14. Defendant 100% SILK, is a business entity, form unknown, that is and was at all
26 times relevant herein a resident of the State of California, and conducting substantial business in
27 the State of California, including the County of Alameda. 100% SILK's type of business entity
28 as well as its owners, members, officers, directors, agents and/or employees are presently

1 unknown to Plaintiffs.

2 15. Defendant JOEL SHANAHAN, also known as GOLDEN DONNA, an
3 individual, is and was at all times relevant herein conducting substantial business in the State of
4 California, including the County of Alameda. JOEL SHANAHAN is also referred to herein as
5 SHANAHAN.

6 16. Defendants HRABKO, 100% SILK, SHANAHAN and DOES 126 through 150,
7 inclusive and each of them, promoted, marketed, leased, rented, performed at, controlled, secured,
8 operated, developed, designed, engineered, maintained, managed, inspected and/or provided
9 services at the Ghost Ship, and the adjacent and surrounding premises, where entertainment was
10 provided on December 2, 2016.

11 17. Defendants ALMENA, ALLISON, HRABKO, 100% SILK, SHANAHAN and/or
12 DOES 51 through 100, and 126 through 150 charged an entrance fee of \$10 before 11:00 pm and
13 \$15 after 11:00 pm to enter to Ghost Ship on December 2, 2016.

14 18. At all times relevant hereto, Defendants DOES 151 through 200, inclusive, and
15 each of them, were somehow negligent or otherwise responsible for the injuries and death of
16 MICHELA GREGORY and the damages alleged herein.

17 19. Plaintiffs are informed and believe, and thereon allege that each of the Defendants,
18 including DOES 1 through 200, 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 20. At all times relevant hereto, Defendant DOES 1 through 200, inclusive, were either
23 residents of the State of California, doing business in the City of Oakland, County of Alameda,
24 and/or are subject to the jurisdiction of the State of California.

25 21. At all times relevant hereto, all of said Defendants were the agents, servants,
26 contractors, subcontractors and/or employees of their co-Defendants, and each of them, and in
27 doing the things herein mentioned, were acting in the course and scope of their authority as such
28 agents, servants, contractors, subcontractors and/or employees, and with the permission and consent

1 of their co-Defendants.

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

5 23. As a direct and proximate result of said acts, omissions and negligence of
6 Defendants, and each of them, and/or the dangerous and unsafe conditions of the premises of the
7 Ghost Ship, and the adjacent and surrounding premises, MICHELA GREGORY was seriously
8 injured and subsequently died.

9 24. As a direct and proximate result of said acts, omissions and negligence of
10 Defendants, and each of them, and/or the dangerous and unsafe conditions of the premises of
11 Ghost Ship, and the adjacent and surrounding premises, Plaintiffs have been generally damaged
12 in a sum in excess of the jurisdictional limits of the Superior Court, Limited Jurisdiction.

13 25. As a direct and proximate result of said acts, omissions and negligence of
14 Defendants, and each of them, Plaintiffs have been deprived of Decedent's love, companionship,
15 comfort, care, assistance, protection, affection, society, and moral support, thereby proximately
16 causing Plaintiffs' general damages in a sum to be ascertained according to proof.

17 26. As a direct and proximate result of said acts, omissions and negligence of
18 Defendants, and each of them, Plaintiffs have incurred economic damages and continue to incur
19 these damages, the full nature and extent of which are not yet known to Plaintiffs, and leave is
20 requested to amend this Complaint to conform to proof at the time of trial.

21 27. Plaintiffs are entitled to prejudgment interest on said damages attributable to an
22 ascertainable economic value pursuant to Civil Code § 3288. Plaintiffs have lost prejudgment
23 interest pursuant to Civil Code § 3291, the exact amount of which Plaintiffs pray leave to insert
24 herein when finally ascertained and to conform to proof at trial.

25
26 ///

27 ///

28 ///

1 **ADDITIONAL ALLEGATIONS APPLICABLE**

2 **TO ALL CAUSES OF ACTION AND PUNITIVE DAMAGES**

3 28. Defendants CHOR NAR SIU NG, individually and as trustee of the CHOR NAR
4 SIU NG REVOCABLE TRUST DATED SEPTEMBER 28, 2007, EVA NG, DERICK ION
5 ALMENA, MICAH ALLISON, DANIEL LOPEZ, OMAR VEGA, JOHN HRABKO, 100%
6 SILK, JOEL SHANAHAN, also known as GOLDEN DONNA, and DOES 1 through 100 have
7 acted with malice, fraud, and/or oppression, and an award of punitive damages in a sum
8 according to proof at trial is justified, warranted and appropriate as to Plaintiffs' Second, Fourth
9 and Sixth Causes of Action as set forth herein.

10 29. The interior of the 10,000 square-foot Ghost Ship was a death trap, which
11 contained a maze of makeshift rooms, alcoves and partitions. It was cluttered with carvings,
12 mannequins, paintings, artwork, scraps of wood, pianos, furniture, tapestries and at least one
13 recreational vehicle trailer (see Photographs 1 and 2, above).

14 30. The interior of the Ghost Ship was poorly constructed and lacked a safe means of
15 access between the upper floor where the music event was and the warehouse exit on the ground
16 floor.

17 31. The Ghost Ship lacked adequate and sufficient fire safety measures and was not
18 up to fire protection and life safety codes, including, but not limited to, not having adequate and
19 sufficient smoke alarms, fire extinguishers, overhead sprinklers, exit signs, emergency lighting,
20 exit lights and a safe means of ingress and egress.

21 32. After the fire started on December 2, 2016, the interior of the Ghost Ship went
22 dark and patrons were unable to find their way to the only two means of egress: a stairway at
23 the rear of the building, which was hidden behind the performance stage and a makeshift
24 stairway (made of pallets and scrap wood) in the front of the building that patrons used to access
25 the second floor. See Photographs 3-5, below.

26 ///

27 ///

28 ///

1 **Photograph 3: Bottom Portion of the Makeshift Staircase**



11 **Photograph 4: Top Portion of the Makeshift Staircase**



Photograph 5: Makeshift Staircase at Night (Representative of Before Ghost Ship Plunged into Darkness During Fire)



33. Defendants ALMENA, ALLISON and DOES 51 through 100, leased the makeshift rooms and alcoves to approximately 24 individuals and entities. Said Defendants charged each between \$300 and \$600 per month per lease. ALMENA and ALLISON lived on the second floor with their three minor children. The Ghost Ship lacked a safe and sufficient electrical system and supply. All power to the Ghost Ship was supplied from a meter shared with the structure at 1309 and 1313 31st Avenue and electricity was supplied through a hole in the wall between the Ghost Ship and the adjacent structure. Extension cords and cables were snaked throughout the Ghost Ship, and electrical boxes were installed by unlicensed contractors, including ALMENA himself.

34. The electrical system was overloaded with excessive use by the dozens of people who lived and worked at the warehouse, including artists, musicians and tattoo artists that used electrical equipment, as well as the musicians and groups that performed public events held at the Ghost Ship. There were often sparks from the electrical system that smelled and circuit

1 breakers blew out often. Overloaded electrical lines at the rear of the Ghost Ship likely
2 contributed to the fire.

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

6 36. Dangerous and flammable materials, including industrial and art supplies and
7 propane tanks that fueled camping stoves, were located throughout the interior of the Ghost
8 Ship.

9 37. Subtenants and other individuals warned ALMENA that the Ghost Ship was a
10 “death trap” and told him to purchase fire extinguishers.

11 38. The Ghost Ship had an open, obvious and known history of having public events
12 and parties inside, outside and on the roof top, and charging an entrance fee to the events. There
13 were numerous complaints of excessive noise and debris made to the City of Oakland Police
14 Department when events were occurring. See Photographs 6 and 7 below, showing the second
15 floor performer stage/dance floor.

16 **Photograph 6: Second Floor Performer Stage/Dance Floor**



1 **Photograph 7: Prior Event at Ghost Ship; Performance Stage/Dance Floor**



16 39. There were numerous complaints made to the City of Oakland, Planning and
17 Building Department, for hazardous and unsafe conditions, including the building being used
18 illegally for residential purposes:

- 19 • November 14, 2016: “Illegal interior building structure”
20 • November 13, 2016: “There are a ton of garbage piling up on the property on
21 1305 31st Avenue. Also, a lot of items are left on the sidewalk near the property.
22 Some trash was hazardous. This property is a storage but the owner turned it to
23 become trash recycle site. the [sic] yard became a trash collection site and the
24 main building was remodel for residential. The change causes our neighborhood
25 looks very bad and creates health issue.”
26 • October 7, 2014: “Constructing house/structure without permits”
27 • September 30, 2014: “Pallets, construction materials blocking sidewalk”
28 • June 4, 2014: “trash & debris, construction debris, vector issues”

1 Notices of the violations were sent to CHOR NAR SIU NG. EVA NG responded to the notices.
2 They were cited for multiple violations of the Oakland Municipal Code, including Sections
3 8.24.020D "Property Inadequately Maintained,"¹ and 8.24.020C "A Building or Structure Which
4 is in a State of Disrepair."²

5
6
¹The section states: "D. Property Inadequately Maintained.

7 1. Property which is not kept clean and sanitary and free from all accumulations of offensive matter or odor
8 including, but not limited to, overgrown or dead or decayed trees, weeds or other vegetation, rank growth, dead
9 organic matter, rubbish, junk, garbage, animal intestinal waste and urine, and toxic or otherwise hazardous liquids and
10 substances and material. For the purposes of this section the term 'rubbish' shall include combustible and
11 noncombustible waste materials, except garbage; and the term shall also include the residue from the burning of wood,
12 coal, coke, and other combustible material; and the term shall also include paper, rags, cartons, boxes, wood,
13 excelsior, rubber, leather, tree branches, yard trimmings, hay, straw, tin cans, metal, mineral matter, glass, crockery,
14 and dust; and the term shall also include animal feed and the products of and residue from animal quarters. For the
15 purposes of this section, the terms 'animal' and 'animal quarters' shall be as set forth in Chapter 6.04, Animal Control
16 Regulations Generally, of this code,

17 2. **Property which constitutes a fire hazard or a condition considered dangerous to the public health, safety,
18 and general welfare,**

19 3. Property which is likely to or does harbor rats or other vectors, vermin, feral pets, or other non-domesticated
20 animal nuisances,

21 4. Property which substantially detracts from the aesthetic and economic values of neighboring properties including,
22 but not limited to, personal property and wares and foodstuffs, premises garbage and refuse receptacles, and
23 commercial and industrial business activities which are inadequately buffered from any street, sidewalk, or other
24 publicly trafficked area or such buffering which is inadequately maintained. For the purposes of this section,
25 'buffered' shall apply to the provisions set forth in Chapter 17.110 of the Oakland Planning Code,

26 5. Landscaping which is inadequately maintained or which is not installed as required by city codes or any permit
27 issued in accordance with such codes,

28 6. Matter including, but not limited to, smoke, odors, dust, dirt, debris, fumes, and sprays which is permitted to be
transported by wind or otherwise upon any street, course, alley, sidewalk, yard, park, or other public or private
property and which is determined to be a violation of federal, state, regional, or local air quality regulations,

7. Property including, but not limited to, building facade, window, doorway, driveway, walkway, fence, wall,
landscaped planter or area, sidewalk, curb and gutter, and edge of street pavement on which dirt, litter, vegetation,
garbage, refuse, debris, flyers, or circulars have accumulated,

8. Property on which a swimming pool, pond, stream, or other body of water which is abandoned, unattended,
unfiltered, or not otherwise maintained, resulting in the water becoming polluted. 'Polluted water' is defined for the
purpose of this chapter, as water which contains bacterial growth, remains of garbage, refuse, debris, papers and any
other foreign matter or material which constitutes an unhealthy or unsafe condition,

9. Parking lots, driveways, paths, and other areas used or intended to be used for commercial and industrial business
activities including, but not limited to, selling, manufacturing, processing, packaging, fabricating, treating,
dismantling, processing, transferring, handling, transporting, storing, compounding, or assembling which are
inadequately maintained and pose a risk of harm to public health or safety including, but not limited to, unpaved
surfaces which generate fugitive dust and paved surfaces with cracks, potholes, or other breaks,

10. Property on which recyclable materials are openly stored. For the purposes of this chapter, 'open storage' means
storage on private property other than in a completely enclosed building. Materials shall be deemed to be held in
'open storage' even though screened from public view, or view of residents of adjacent property, by a fence or other
such partition,

11. Property which is not securely fenced or adequately lighted to prevent illegal access and activity related to the
dumping of garbage, waste, debris and litter." (emphasis added.)

²This section provides: "C. A Building or Structure Which is in a State of Disrepair

1 40. Defendants did not take any reasonable steps to eliminate the risks and dangers
2 posed by the activity on the premises, including but not limited to, providing adequate security
3 and a safe evacuation plan.

4 41. After the fire started on December 2, 2016, MICHELA desperately tried to
5 escape and make her way out of the Ghost Ship. She was trapped and knew that she was likely
6 going to perish because she could not get out.

7 42. The Alameda County Coroner's Bureau has reported that MICHELA's body was
8 found inside the Ghost Ship with her boyfriend of five years, Alex Vega. Alex's arms were
9 wrapped around MICHELA, trying to protect her from the fire.

10
11
12
13
14
15
16
17
18
19 ///

20 ///

21 ///

- 22
-
- 23 1. Any building or other structure which by reason of rot, weakened joints, walls, floors, underpinning, roof, ceilings,
24 or insecure foundation, or other cause has become dilapidated or deteriorated,
25 2. Any building or other structure with exterior walls and/or roof coverings which have become so deteriorated as to
26 not provide adequate weather protection and be likely to, or have resulted in, termite infestation or dry rot,
27 3. Buildings or structures with broken or missing windows or doors which constitute a hazardous condition or a
28 potential attraction to trespassers. For purposes of this chapter 'window' shall include any glazed opening, including
glazed doors, which upon a yard, court, or vent shaft open unobstructed to the sky,
4. Buildings or structures including, but not limited to, walls, windows, fences, signs, retaining walls, driveways, or
walkways which are obsolete, broken, deteriorated, or substantially defaced to the extent that the disrepair visually
impacts on neighboring property or presents a risk to public safety. For purposes of this chapter 'defaced' includes,
but is not limited to, writings, inscriptions, figures, scratches, or other markings commonly referred to as 'graffiti' and
peeling, flaking, blistering, or otherwise deteriorated paint." (emphasis added.)

1 **Photographs 8 & 9: The Ghost Ship on Fire on December 2, 2016; Michela and 36**
2 **Other Victims Trapped Inside**



1 **Photograph 10: "Death Trap" After Fire**



14 **31st Avenue Address:**

15 **1305**

16 **1315**

17 **1309**

18 **1313**

19 **FIRST CAUSE OF ACTION FOR NEGLIGENCE – WRONGFUL DEATH UNDER CODE**
20 **OF CIVIL PROCEDURE § 377.60 ET SEQ. AGAINST ALL DEFENDANTS**

21 43. Plaintiffs hereby reallege and incorporate by reference, each and every allegation
22 contained in the other paragraphs of the Complaint, as though fully set forth herein.

23 44. At all times mentioned herein, Defendants, and each of them, owned, operated,
24 leased, rented, promoted, patrolled, secured, built, constructed, developed, designed, engineered,
25 maintained, inspected, repaired, managed, performed at, manufactured, distributed and/or sold
26 materials to, provided utilities and services to, and/or otherwise controlled the Ghost Ship, and the
27 adjacent and surrounding premises, at the time of the incident. Defendants, and each of them, had a
28 duty to take reasonable steps to eliminate the risks and dangers posed by the activities occurring at
 and surrounding the Ghost Ship.

 45. Defendants, and each of them, had a duty, among other things, to properly own,

1 manage, lease, run, promote, oversee and/or provide utilities and services to the Ghost Ship; to
2 properly manufacture, distribute and/or sell materials to the Ghost Ship and the adjacent and
3 surrounding premises; to provide adequate and safe means of egress for patrons and invitees; to
4 take reasonable steps to eliminate the risks and dangers posed by the activities occurring at and
5 surrounding the Ghost Ship, and adjacent and surrounding premises; to obtain permits for
6 construction and holding public events; to hire competent employees, agents and/or contractors to
7 secure the safety of patrons and invitees; to provide adequate security; to keep the premises safe for
8 patrons and invitees, including MICHELA; to have and/or make sure the premises were safely
9 constructed consistent with applicable building codes; to have and/or make sure the premises had
10 adequate and sufficient fire safety measures and emergency evacuation measures, including
11 adequate lighting; to have and/or make sure the premises contained a safe and sufficient supply of
12 electrical power; and/or to not falsely imprison patrons and invitees and trap them inside the Ghost
13 Ship during the fire, including MICHELA.

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

1 adequate lighting; failing to have and/or make sure the premises contained a safe and sufficient
2 supply of electrical power; and/or falsely imprisoning patrons and invitees and trapping them inside
3 the Ghost Ship during the fire, including MICHELA.

4 47. At all times relevant hereto, Defendants DOES 151 THROUGH 200, inclusive, and
5 each of them, were somehow responsible for the injuries and damages sustained by MICHELA and
6 Plaintiffs, as alleged herein. Plaintiffs are informed and believe, and thereon allege that each of said
7 Defendants, is negligently or otherwise responsible in some manner for the events and happenings
8 herein referred to and those Defendants negligently acted, or failed to act. Their negligence and/or
9 failure to act and the dangerous conditions on the subject premises legally caused the injuries and
10 damages hereinafter set forth.

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

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

17 50. The negligence of Defendants, and each of them, was a direct and proximate
18 cause of the subject incident and the injuries and death of Decedent and damages of Plaintiffs.

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

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

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

26 ///

27 ///

28 ///

1 **SECOND CAUSE OF ACTION FOR NEGLIGENCE – SURVIVAL ACTION UNDER**
2 **CODE OF CIVIL PROCEDURE § 377.20 ET SEQ. AGAINST ALL DEFENDANTS**

3 53. Plaintiffs DAVID GREGORY as Successor in Interest of Decedent MICHELA
4 GREGORY and Personal Representative of the ESTATE OF MICHELA GREGORY, and
5 KIMBERLY GREGORY, as Successor in Interest of Decedent MICHELA GREGORY, hereby
6 reallege and incorporate by reference each and every allegation contained in the previous paragraphs
7 of the Complaint as though fully set forth herein.

8 54. It was reasonably foreseeable that as a direct and proximate result of the acts,
9 omissions and negligence of Defendants, and each of them, and each of their breach of duties, that
10 MICHELA would be injured, then die, and caused to sustain economic damages.

11 55. As a direct and proximate result of the acts, omissions and negligence of
12 Defendants, and each of them, MICHELA was injured, then die and caused to sustain economic
13 damages, including without limitation, emergency services, coroner, funeral and burial expenses.

14 56. Defendants, and each of them, acted with oppression, fraud and/or malice in that,
15 among other things, they acted with a willful and conscious disregard for the rights and safety of
16 Decedent.

17 57. Defendants, and each of them, acted with malice, oppression and/or fraud in that,
18 among other things, they acted with a willful and conscious disregard for the rights and safety of
19 MICHELA despite knowing the risk of serious injury or death that could likely result from the
20 unsafe and dangerous condition of the Ghost Ship and surrounding and adjacent premises.

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

27 59. Defendants, by themselves and/or through their employees and/or agents, acted with
28 oppression in that their despicable conduct subjected MICHELA to cruel and unjust hardship in

1 conscious disregard of her rights. "Oppression" in Civil Code Section 3294 "means despicable
2 conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's
3 rights." "Conscious disregard" for purposes of proving "oppression" does not require "willful"
4 actions. Cal. Civ. Code § 3294(c)(2); CACI 3940 & 3941; *Major v. Western Home Ins. Co.*
5 (2009) 169 Cal.App.4th 1197, 1225-1226.

6 60. Defendants knew that their despicable conduct, as described herein, would likely
7 and within a high degree of probability cause harm to MICHELA and Plaintiffs.

8 61. The conduct of Defendants, and each of them, as set forth herein, was fraudulent
9 in that each of them engaged in intentional misrepresentation, deceit, or concealment of material
10 facts known to them, including that the premises lacked sufficient and safe fire safety measures
11 and a safe means of egress. That information was fraudulently withheld from patrons and invitees,
12 including MICHELA.

13 62. Defendants, and each of their employees' and/or agents' egregious conduct,
14 including malice, oppression and fraud, were substantial factors in causing the incident and
15 MICHELA's injuries and untimely death. An officer, a director, and/or a managing agent of
16 Defendants, and each of them, authorized the employees' or agents' wrongful conduct, and/or
17 adopted, ratified or approved the conduct after it occurred. An award of punitive damages in a
18 sum according to proof at trial is, therefore, justified, warranted and appropriate under the facts
19 and circumstances of this case.

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

22 **THIRD CAUSE OF ACTION FOR PREMISES LIABILITY – WRONGFUL DEATH**
23 **UNDER CODE OF CIVIL PROCEDURE § 377.60 ET SEQ.**
24 **AGAINST DEFENDANTS CHOR NAR SIU NG, INDIVIDUALLY AND AS TRUSTEE OF**
25 **THE CHOR NAR SIU NG REVOCABLE TRUST DATED SEPTEMBER 28, 2007, EVA**
26 **NG, DERICK ION ALMENA, MICAH ALLISON, DANIEL LOPEZ, OMAR VEGA AND**
27 **DOES 1 THROUGH 125 AND 151 THROUGH 200, INCLUSIVE**

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

1 contained in paragraphs 1 through 52 of the Complaint, as though fully set forth herein.

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

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

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

26 67. 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 68. 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 69. 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 70. 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 MICHELA,
12 trap her inside and subsequently result in her premature death.

13 71. As a direct and proximate result of said dangerous and unsafe conditions of the
14 premises, MICHELA was injured and subsequently died, and Plaintiffs were caused to sustain
15 injuries and damages as set forth herein.

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

18 **FOURTH CAUSE OF ACTION FOR PREMISES LIABILITY – SURVIVAL ACTION**

19 **UNDER CODE OF CIVIL PROCEDURE § 377.20 ET SEQ.**

20 **AGAINST DEFENDANTS CHOR NAR SIU NG, INDIVIDUALLY AND AS TRUSTEE**

21 **OF THE CHOR NAR SIU NG REVOCABLE TRUST DATED SEPTEMBER 28, 2007,**

22 **EVA NG, DERICK ION ALMENA, MICAH ALLISON, DANIEL LOPEZ, OMAR VEGA**

23 **AND DOES 1 THROUGH 125 AND 151 THROUGH 200, INCLUSIVE**

24 72. Plaintiffs DAVID GREGORY as Successor in Interest of Decedent MICHELA
25 GREGORY and Personal Representative of the ESTATE OF MICHELA GREGORY, and
26 KIMBERLY GREGORY, as Successor in Interest of Decedent MICHELA GREGORY hereby
27 reallege and incorporate by reference each and every allegation contained in the previous paragraphs
28 of the Complaint as though fully set forth herein.

1 73. It was reasonably foreseeable that as a direct and proximate result of said acts,
2 omissions and negligence of Defendants, and each of them, and each of their breach of duties, that
3 MICHELA would be injured, then die, and caused to sustain economic damages.

4 74. As a direct and proximate result of said dangerous and unsafe conditions of the Ghost
5 Ship and surrounding and adjacent premises, MICHELA was injured, then subsequently died, and
6 was caused to sustain economic damages, including without limitation, emergency services,
7 coroner, funeral and burial expenses.

8 75. The employees and/or agents of Defendants, and each of them, acted with malice,
9 oppression, and/or fraud as alleged herein.

10 76. Defendants and each of their employees' and/or agents' egregious conduct were
11 substantial factors in causing Decedent's injuries and untimely death.

12 77. An officer, a director, and/or a managing agent of Defendants, and each of them,
13 authorized the employees' or agents' wrongful conduct, and/or adopted, ratified or approved the
14 conduct after it occurred.

15 78. An award of punitive damages in a sum according to proof at trial is, therefore,
16 justified, warranted and appropriate under the facts and circumstances of this case.

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

19 **FIFTH CAUSE OF ACTION FOR NEGLIGENT FAILURE TO EVICT – WRONGFUL**
20 **DEATH UNDER CODE OF CIVIL PROCEDURE § 377.60 ET SEQ. AGAINST**
21 **DEFENDANTS CHOR NAR SIU NG, INDIVIDUALLY AND AS TRUSTEE OF THE**
22 **CHOR NAR SIU NG REVOCABLE TRUST DATED SEPTEMBER 28, 2007, EVA NG,**
23 **AND DOES 1 THROUGH 50, INCLUSIVE**

24 79. Plaintiffs hereby reallege and incorporates by reference, each and every allegation
25 contained in paragraphs 1 through 52 and 63 through 71 of the Complaint, as though fully set forth
26 herein.

27 80. At all times mentioned herein, Defendants, CHOR NAR SIU NG, individually and
28 as trustee of the CHOR NAR SIU NG REVOCABLE TRUST DATED SEPTEMBER 28, 2007,

1 EVA NG, and DOES 1 THROUGH 50, and each of them, leased the premises where the Ghost
2 Ship and the surrounding and adjacent premises were located to Defendants ALMENA, ALLISON,
3 LOPEZ, VEGA AND DOES 51 THROUGH 125, and each of them.

4 81. Defendants, CHOR NAR SIU NG, individually and as trustee of the CHOR NAR
5 SIU NG REVOCABLE TRUST DATED SEPTEMBER 28, 2007, EVA NG, and DOES 1
6 THROUGH 50, and each of them, prior to December 2, 2016, knew and/or had reason to know
7 that the Ghost Ship was unlawfully being used for residential purposes and music events, was in
8 disrepair and had a faulty electrical system and contained life-threatening, dangerous and/or illegal
9 conditions which could likely result in injury and death to persons, and had received numerous
10 complaints in the years before December 2, 2016. Said Defendants, and each of them, knew or
11 reasonably should have known that their lessees, the managers and operators of the Ghost Ship
12 and the surrounding and adjacent premises, were unfit in carrying out their duties and/or
13 incompetent to safely own, operate or manage the Ghost Ship and the surrounding and adjacent
14 premises.

15 82. Defendants, CHOR NAR SIU NG, individually and as trustee of the CHOR NAR
16 SIU NG REVOCABLE TRUST DATED SEPTEMBER 28, 2007, EVA NG, and DOES 1
17 THROUGH 50, and each of them, had a duty to protect patrons and invitees inside the Ghost
18 Ship from the foreseeable life-threatening and dangerous conditions, including fire. Said
19 Defendants had the duty and responsibility to take reasonable steps to eliminate the risks and
20 dangers posed by the aforementioned activities in and about the premises, including but not
21 limited to, evicting their lessees, who were the managers and operators of the Ghost Ship and
22 surrounding and adjacent premises. In failing to evict as alleged herein, Defendants failed to
23 perform said duties, and were negligent.

24 83. It was reasonably foreseeable that the continued leasing of the Ghost Ship and the
25 surrounding and adjacent premises created a risk to patrons and invitees of the Ghost Ship,
26 including MICHELA.

27 84. As a direct and proximate result of the conduct of said Defendants, MICHELA
28 was injured, trapped inside and subsequently died, and Plaintiffs suffered injuries and damages

1 as alleged herein.

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

4 **SIXTH CAUSE OF ACTION FOR NEGLIGENT FAILURE TO EVICT – SURVIVAL**
5 **ACTION UNDER CODE OF CIVIL PROCEDURE § 377.20 ET SEQ. AGAINST**
6 **DEFENDANTS CHOR NAR SIU NG, INDIVIDUALLY AND AS TRUSTEE OF THE**
7 **CHOR NAR SIU NG REVOCABLE TRUST DATED SEPTEMBER 28, 2007, EVA NG,**
8 **AND DOES 1 THROUGH 50, INCLUSIVE**

9 85. Plaintiffs DAVID GREGORY as Successor in Interest of Decedent MICHELA
10 GREGORY and Personal Representative of the ESTATE OF MICHELA GREGORY, and
11 KIMBERLY GREGORY, as Successor in Interest of Decedent MICHELA GREGORY hereby
12 reallege and incorporate by reference each and every allegation contained in the previous paragraphs
13 of the Complaint as though fully set forth herein.

14 86. It was reasonably foreseeable that as a direct and proximate result of said acts,
15 omissions and negligence of Defendants, and each of them, and each of their breach of duties, that
16 MICHELA would be injured, then die, and caused to sustain economic damages.

17 87. As a direct and proximate result of said dangerous and unsafe conditions of the Ghost
18 Ship and surrounding and adjacent premises, MICHELA was injured, then subsequently died, and
19 caused to sustain economic damages, including without limitation, emergency services, coroner,
20 funeral and burial expenses.

21 88. The employees and/or agents of Defendants, and each of them, acted with malice,
22 oppression, and/or fraud as alleged herein.

23 89. Defendants' and each of their employees' and/or agents' egregious conduct were
24 substantial factors in causing Decedent's injuries and untimely death.

25 90. An officer, a director, and/or a managing agent of Defendants, and each of them,
26 authorized the employees' or agents' wrongful conduct, and/or adopted, ratified or approved the
27 conduct after it occurred.

28 91. An award of punitive damages in a sum according to proof at trial is, therefore,

1 justified, warranted and appropriate under the facts and circumstances of this case.

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

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as
6 follows:

7 1. For general damages according to proof at trial, including but not limited to loss of
8 love, companionship, comfort, care, assistance, protection, affection, society, and moral support
9 of Decedent.

10 2. For special damages according to proof at trial, including but not limited to
11 medical, emergency services, coroner, funeral, burial and related expenses; the loss of financial
12 support Decedent would have contributed to the family; the loss of gifts or benefits that Plaintiffs
13 would have expected to receive from Decedent; the reasonable value of household services that
14 Decedent would have provided; and any other pecuniary losses according to proof at trial.

15 3. For punitive damages as to Plaintiffs' Second, Fourth and Sixth Causes of Action.

16 4. For prejudgment interest according to proof, pursuant to Civil Code §§ 3288 and
17 3291.

18 5. For costs of suit.

19 6. For such other and further relief as the court deems just and proper.

20
21 **JURY TRIAL DEMANDED**

22 Plaintiffs demand a trial by jury.

23 DATED: December 23, 2016

MARY ALEXANDER & ASSOCIATES, P.C.

24
25 By: 

26 Mary E. Alexander, Esq.
27 Jennifer L. Fiore, Esq.
28 Sophia M. Aslami, Esq.
Attorneys for Plaintiffs