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ROBERT ALEXANDER HICKMAN

**FILED**  
Superior Court of California  
County of Los Angeles

02/13/2026

David W. Slayton, Executive Officer / Clerk of Court

By:                     A. Crespin                     Deputy

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **COUNTY OF LOS ANGELES - SANTA MONICA COURTHOUSE**

9 ROBERT ALEXANDER HICKMAN,

10 Plaintiff,

11 vs

12 JAMES & BENTZ, INC., A CALIFORNIA  
13 CORPORATION, DOING BUSINESS AS THE  
14 POINTE MALIBU RECOVERY CENTER,  
15 MARTHA E. VINCENT, an individual, in her  
16 capacity as Trustee of WWV Living Trust,  
17 STACY COHEN, MD, an individual, JENNEL  
18 MAZE, LCSW, an individual,  
19 and DOES 4-50,

20 Defendants.

Case No. 25SMCV04669

**PLAINTIFF'S FIRST AMENDED  
COMPLAINT FOR:**

- 1) GENERAL NEGLIGENCE (PREMISES LIABILITY);
- 2) NEGLIGENCE;
- 3) NEGLIGENCE PER SE;
- 4) FRAUD, INTENTIONAL CONCEALMENT;
- 5) NEGLIGENT MISREPRESENTATION;
- 6) PROFESSIONAL NEGLIGENCE;
- 7) PROFESSIONAL NEGLIGENCE;
- 8) BREACH OF FIDUCIARY DUTY;
- 9) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
- 10) NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;
- 11) BREACH OF CONTRACT;
- 12) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
- and
- 13) RESCISSION.

*Judge: Hon. Mark H. Epstein*  
*Department: I*

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24 Plaintiff ROBERT ALEXANDER HICKMAN, an individual, herein alleges and avers the  
25 following based upon personal knowledge as to facts known to them and upon information and  
26 belief as to all other matters as to Defendant, JAMES & BENTZ, INC., A CALIFORNIA  
27 CORPORATION, DOING BUSINESS AS THE POINTE MALIBU RECOVERY CENTER,  
28 additionally named Doe Defendants, and as to amended causes of action as follows:

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**PRELIMINARY STATEMENT**

At its core, this is a premises liability case rooted in the Defendants' decision to house Plaintiff ROBERT ALEXANDER HICKMAN, a medically vulnerable patient, in a residential suite they knew was contaminated by active water intrusion and toxic mold. Related claims of professional negligence, fraud and concealment, breach of contract, and fiduciary breach stem from the Defendants' active suppression of these hazards and their calculated decision to prioritize operational profits over human life. Even as Plaintiff's condition turned life-threatening, Defendants utilized their professional authority to obstruct medical care and mischaracterize his symptoms. Consequently, Plaintiff seeks compensatory and punitive damages for the severe, permanent injuries and the fraudulent breach of trust sustained under the Defendants' exclusive care.

**PARTIES**

1. Plaintiff ROBERT ALEXANDER HICKMAN (hereinafter referred to as "Plaintiff") is now and at all relevant times herein, an individual residing in the County of Napa, California.

2. Defendant JAMES & BENTZ, INC., dba THE POINTE MALIBU RECOVERY CENTER, (hereinafter referred to as "THE POINTE") is, and at all times relevant herein, a California corporation operating a licensed residential substance-abuse treatment facility, with a principal place of business located at 31450 Broad Beach Road, Malibu, CA 90265.

3. Plaintiff, having been ignorant of the true name and capacity of a Defendant at the time the original Complaint was filed, and having designated said Defendant by the fictitious name DOE 1 pursuant to Code of Civil Procedure section 474, and having since discovered that the true name and capacity of said Defendant is MARTHA E. VINCENT, in her capacity as Trustee of WWV Living Trust ("Defendant VINCENT"), a resident of the State of California, hereby amends the Complaint by substituting Defendant VINCENT in place of DOE 1 wherever such fictitious designation appears.

4. Plaintiff, having been ignorant of the true name and capacity of a Defendant at the time the original Complaint was filed, and having designated said Defendant by the fictitious name DOE 2 pursuant to Code of Civil Procedure section 474, and having since discovered that the true name and capacity of said Defendant is JENNELL MAZE, LCSW, an individual residing in the

1 State of California, hereby amends the Complaint by substituting Defendant MAZE in place of  
2 DOE 2 wherever such fictitious designation appears.

3 5. Plaintiff, having been ignorant of the true name and capacity of a Defendant at the  
4 time the original Complaint was filed, and having designated said Defendant by the fictitious name  
5 DOE 3 pursuant to Code of Civil Procedure section 474, and having since discovered that the true  
6 name and capacity of said Defendant is STACY COHEN, MD, an individual residing in the State of  
7 California, hereby amends the Complaint by substituting Defendant COHEN in place of DOE 3  
8 wherever such fictitious designation appears.

9 6. Plaintiff is ignorant of the true names and capacities of Defendants DOES 4 through  
10 50, inclusive, and therefore sues said Defendants by fictitious names pursuant to Code of Civil  
11 Procedure section 474. Plaintiff is informed and believes, and thereon alleges, that each of the DOE  
12 Defendants is in some manner responsible for the occurrences alleged herein, and that Plaintiff's  
13 damages were proximately caused by the acts, omissions, conduct, and/or negligence of each DOE  
14 Defendant, whether acting individually, jointly, or in concert, including through direct conduct,  
15 imputed negligence, vicarious liability, or breach of duty. Plaintiff will amend this Complaint to  
16 allege the true names and capacities of the DOE Defendants when such information becomes  
17 known.

18 7. At all relevant times, each Defendant was the agent, employee, partner, joint  
19 venturer, alter ego, and/or representative of each other Defendant, and in doing the acts alleged,  
20 acted within the course and scope of such agency and employment. Each Defendant authorized,  
21 directed, controlled, approved, or ratified the acts of the other Defendants.

#### 22 JURISDICTION AND VENUE

23 8. Jurisdiction is proper pursuant to Code of Civil Procedure §410.10. Venue is proper  
24 in Los Angeles County because the acts and omissions alleged occurred in Malibu, California.

#### 25 GENERAL ALLEGATIONS

26 9. On or about July 14, 2025, Plaintiff ROBERT ALEX HICKMAN ("Plaintiff") entered  
27 into a Financial Agreement with Defendant James & Bentz, Inc., doing business as The Pointe Malibu

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1 Recovery Center (“THE POINTE”), to participate in its inpatient residential treatment program. A  
2 true and correct copy of the Financial Agreement is attached as **Exhibit A**.

3 10. In its website and promotional materials, THE POINTE repeatedly marketed itself as  
4 a “Luxury Treatment Center” offering “concierge-style service,” “world-class medical and clinical  
5 treatment services,” and “luxurious accommodations” with privacy, safety, and high-end recovery.

6 11. THE POINTE separates itself from non-luxury facilities by providing an opulent  
7 experience for its patients, including a full-time residential inpatient rehabilitation program in one of  
8 their exclusive beach-front residential properties. On their website, THE POINTE maintains that  
9 when their patients “first arrive at our beautiful oceanfront residential facility on the sands of Malibu’s  
10 Broad Beach, [they] will be welcomed into ultra-luxurious surroundings, including private suites with  
11 balconies overlooking the blue Pacific.”

12 12. The beach-front residential property at issue is located at 31450 Broad Beach Road  
13 Malibu, CA 90265 (hereinafter referred to as “SUBJECT PROPERTY”).

14 13. Plaintiff was referred to THE POINTE by Stacy Cohen, MD, a board-certified  
15 psychiatrist based in Los Angeles, California (“COHEN”), for guidance on creating a safe and  
16 effective plan to taper off prescribed medication prior to entering graduate school.

17 14. Prior to meeting with Defendant COHEN, Plaintiff had never heard of THE POINTE  
18 and had not independently sought or considered the facility for medication management.

19 15. During an initial consultation on or about July 14, 2025, at approximately 10:00 a.m.,  
20 COHEN recommended that Plaintiff pursue medication management under medical supervision at  
21 THE POINTE, emphasizing the risks of tapering off prescribed medication without such supervision.  
22 COHEN did not recommend, discuss, or identify any alternative treatment centers or options with  
23 Plaintiff.

24 16. During the July 14, 2025 intake consultation, COHEN documented Plaintiff’s medical  
25 history, including prior sinus surgeries and transsphenoidal surgeries for pituitary issues, as well as a  
26 history of chronic sinus congestion that was stable, “well managed” with routine allergy medications  
27 and daily nasal rinses, and not associated with any active infection, acute sinusitis, or need for  
28 antibiotic treatment at the time of admission.

1           17.     Minutes after the consultation, at approximately 11:14 a.m., COHEN texted THE  
2     POINTE’s admissions director, Bridgett Rodriguez, stating: “Bridget meet Alex. He’s interested in  
3     coming to The Pointe (the sooner the better) and would love to get more information.”

4           18.     Approximately five minutes later, at 11:19 a.m., Ms. Rodriguez responded, “Hi Alex.  
5     Are you available for a call?” and she promptly scheduled Plaintiff for a consultation that same day.

6           19.     In regard to the therapeutic services THE POINTE offers, its marketing and  
7     promotional materials tout that it “employs innovative and trauma-informed methods that extend  
8     beyond [its] emphasis on luxury and privacy,” which includes a full-time rehabilitation facility.

9           20.     Prior to executing the Financial Agreement, THE POINTE represented that its facility  
10    offered luxury accommodations, licensed clinical care, and safe, medically supervised treatment  
11    consistent with California health and safety laws. Plaintiff reasonably relied on these representations  
12    in choosing to execute the Financial Agreement.

13          21.     THE POINTE’S website and marketing materials repeatedly advertise their facility as  
14    a “Luxury Treatment Center,” promising “world-class clinical treatment” and “safe, private  
15    accommodations.” These representations were material to Plaintiff’s decision to enroll and pay the  
16    required \$50,000 fee for a 15-day program.

17          22.     In reliance upon the express representations of THE POINTE and COHEN, Plaintiff  
18    entered into a Financial Agreement and paid the sum of \$50,000.00. THE POINTE marketed the  
19    contracted accommodations as a “Deluxe Suite” available for an additional fee and presented the  
20    assignment as an upgrade. The “Deluxe Suite” designation was a material condition of Plaintiff’s  
21    agreement and payment. Pursuant to that agreement, THE POINTE assigned Plaintiff to Room 401  
22    (the “SUBJECT ROOM”).

23          23.     At the time of Plaintiff’s room assignment to the SUBJECT ROOM, Defendants THE  
24    POINTE, MAZE, and COHEN, including their representatives, agents, and assignees, had prior  
25    knowledge that the SUBJECT PROPERTY and SUBJECT ROOM were contaminated by mold and  
26    subject to active, ongoing water intrusion.

27          24.     On or about July 4, 2025, THE POINTE received a written complaint from a prior  
28    resident reporting multiple habitability concerns affecting SUBJECT ROOM, including visible mold

1 contamination on the walls, active water intrusion, and alleged improper remediation by an unlicensed  
2 professional.

3 25. In response to the above-referenced July 4<sup>th</sup> complaint, Defendants THE POINTE and  
4 VINCENT, acting through their representatives, agents, and assignees, commissioned Environmental  
5 Testing Associates (“ETA”), a company specializing in asbestos, mold, and radon testing, to conduct  
6 a post-remediation environmental evaluation of the SUBJECT ROOM.

7 26. On or about July 5, 2025, ETA performed a “Post-Remediation Limited Mold/Fungus  
8 Investigation” of the SUBJECT ROOM.

9 27. On or about July 10, 2025, ETA issued a written report setting forth its findings and  
10 expressly limiting the scope of its investigation. The report cautioned that, in the event any growth,  
11 discoloration, or deterioration of building materials or contents was observed, further consultation  
12 and evaluation would be required prior to removal or remediation of such materials.

13 28. Notwithstanding the prior complaint, the limited scope and express disclaimers  
14 contained in the ETA report, and the conditions observed at the time, active water intrusion and  
15 material deterioration at SUBJECT ROOM remained open and obvious thereafter, including visible  
16 water staining, discoloration, and deterioration at the baseboard.

17 29. On July 16, 2025, Plaintiff presented to THE POINTE for inpatient residential  
18 treatment. During the intake process, Defendants THE POINTE and MAZE, acting directly and  
19 through their agents and representatives, acquired actual knowledge of Plaintiff’s medical history of  
20 “sinus surgeries x3” and his resulting vulnerability to environmental mold hazards during Plaintiff’s  
21 medical intake process.

22 30. Within forty-eight hours of occupying the SUBJECT ROOM at the SUBJECT  
23 PROPERTY, Plaintiff began experiencing nasal congestion, sinus pressure, facial pain, and  
24 inflammation consistent with environmental exposure to damp or mold-contaminated air.

25 31. From that point forward, and at each nursing check-in during his residency, Plaintiff  
26 reported ongoing congestion and sinus pressure to the facility’s nursing staff. These complaints were  
27 not documented in Plaintiff’s medical or facility records. Despite these reports, no disclosure of the

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1 room’s prior contamination was made, nor was Plaintiff offered relocation. Defendants continued to  
2 house Plaintiff in the same room despite his worsening condition.

3 32. By the ninth day of his residency at the SUBJECT PROPERTY, Plaintiff developed a  
4 severe sinus infection. Laboratory cultures confirmed the presence of Pseudomonas aeruginosa and  
5 Streptococcus pneumoniae, pathogens commonly found in or associated with damp or mold-impacted  
6 environments. Despite his documented vulnerability, Plaintiff had remained asymptomatic and free  
7 of sinus infections since 2022 until his exposure at the SUBJECT PROPERTY.

8 33. On July 25, 2025, photographic evidence taken inside SUBJECT ROOM showed  
9 active water intrusion and delaminating paint, confirming that the contamination persisted.

10 34. On or about July 25, 2025, Plaintiff was examined via remote consultation by Dr.  
11 James Carter (hereinafter “Dr. Carter”) who viewed the visible water intrusion in real time and  
12 recommended immediate relocation from the room.

13 35. Dr. Carter, having observed the mold in Plaintiff’s room, issued a letter to THE  
14 POINTE’s care team that same day, indicating the following, “To Whom It May Concern: This letter  
15 is to confirm that Robert Hickman is a patient at One Medical and was evaluated today, 7/25/25. After  
16 reviewing a photograph of suspected mold in his current living quarters, it is not medically advisable  
17 that he continue to be exposed to this allergen. I am requesting accommodations for alternate housing  
18 for the remaining duration of his stay. If you have any questions, please feel free to contact me at the  
19 numbers above.”

20 36. That same day, Plaintiff raised his concerns to The Pointe’s Director of Admissions,  
21 Bridget Rodriguez, who confirmed that, “[Plaintiff’s room] was recently reviewed as part of a broader  
22 project addressing water damage “at the SUBJECT PROPERTY prior to his admission at The Pointe.

23 37. Shortly thereafter, at approximately 3:00 p.m., MAZE, assured Plaintiff that she had  
24 reviewed an ETA Mold Report and that there was “no concern whatsoever” regarding mold exposure.

25 38. Defendant MAZE invoked her professional credentials as a licensed clinical social  
26 worker to reinforce these assurances and discourage Plaintiff from seeking further inquiry or outside  
27 testing.

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1           39. Despite these assurances, Plaintiff’s treating physicians later determined that  
2 Plaintiff’s clinical presentation, laboratory findings, and course of illness were medically consistent  
3 with mold-related environmental exposure during Plaintiff’s stay at THE POINTE.

4           40. In addition to his concerns regarding water intrusion and mold exposure, on or about  
5 July 25, 2025, Plaintiff informed THE POINTE and MAZE that SUBJECT ROOM and its adjacent  
6 hallways lacked smoke detectors, in violation of California Health and Safety Code section 13113.7  
7 and applicable fire safety codes.

8           41. Despite receiving Plaintiff’s complaint regarding the missing smoke detectors in  
9 SUBJECT ROOM and the adjacent hallways, THE POINTE failed to install functional detectors for  
10 the remainder of Plaintiff’s stay at the SUBJECT PROPERTY.

11           42. On or about July 27, 2025, Plaintiff formally demanded that Defendants MAZE and  
12 THE POINTE produce critical health and safety documentation necessary for Plaintiff’s medical  
13 providers to treat injuries sustained on the premises. This requested documentation included, but was  
14 not limited to, all pre- and post-remediation inspection and testing reports, verification of the  
15 remediation of all water intrusion and moisture damage, and the facility’s internal policies regarding  
16 environmental hazard disclosure.

17           43. Despite the urgent medical necessity of this request, Defendants THE POINTE,  
18 MAZE, and COHEN, including their representatives, agents, and assignees, failed and refused to  
19 produce the requested documentation.

20           44. On or about July 29, 2025, Plaintiff was transported by THE POINTE to SoCal  
21 Breathe Free Sinus & Allergy Centers in Burbank, California, where he was evaluated by Marley  
22 Nielson, PA-C, an ear, nose, and throat specialist. Clinical examination and nasal endoscopy findings  
23 were medically consistent with environmental mold exposure at the SUBJECT PROPERTY.

24           45. On or about July 29, 2025, as Plaintiff’s physical condition continued to deteriorate  
25 and urgent medical evaluation was indicated, Defendants COHEN and MAZE jointly participated in  
26 a coordinated telephone call with Plaintiff concerning his request to seek emergency medical care.  
27 During this call, Defendants discouraged Plaintiff from obtaining emergency treatment,  
28 characterizing his symptoms as psychosomatic and “drug-seeking,” despite objective clinical findings

1 and laboratory confirmation of infection, and invoked their respective professional credentials to lend  
2 authority to these assertions.

3 46. Throughout Plaintiff's residency, Defendants retained exclusive control over  
4 Plaintiff's housing, treatment environment, and program participation requirements, including the  
5 areas Plaintiff was required to access daily for meals, nursing evaluations, and therapy. Plaintiff had  
6 no meaningful ability to avoid exposure to hazardous conditions while remaining in the program and  
7 relied entirely on Defendants to disclose material safety risks and to take reasonable measures to  
8 protect his health.

9 47. On or about July 30, 2025, Plaintiff's condition deteriorated to the point of requiring  
10 emergency admission to Providence St. John's Hospital for evaluation of possible meningitis. Due to  
11 concern that the infection had spread to Plaintiff's cerebrospinal fluid, physicians performed an  
12 invasive lumbar puncture (spinal tap) and obtained an emergency neurosurgical consultation. These  
13 concerns were heightened because Plaintiff had previously undergone transsphenoidal brain surgery  
14 through the sinuses for removal of a pituitary tumor, a medical history that had been disclosed to and  
15 was known by Defendants. Plaintiff was treated with intravenous antibiotics and evaluated by  
16 infectious disease specialists. He remained under inpatient care until his discharge on July 31, 2025,  
17 with instructions for continued antibiotic therapy and specialist follow-up.

18 48. On or about August 1, 2025, Plaintiff completed his medically supervised taper at the  
19 POINTE, pursuant to the terms outlined in the Financial Agreement.

20 49. On August 1, 2025, Plaintiff was required to travel via private aviation from Van Nuys  
21 to Napa at a cost of \$10,159. This was necessary because, on July 29, 2025, Plaintiff's treating Ear,  
22 Nose, and Throat specialist, Marley Nielson, PA-C, explicitly directed Plaintiff to avoid commercial  
23 air travel due to Plaintiff's Eustachian Tube Dysfunction (ETD) resulting from the sinus infection.  
24 The rapid cabin pressurization changes inherent in commercial aviation posed a serious risk of further  
25 injury to Plaintiff's compromised sinuses. This expenditure was incurred as a direct result of the  
26 medical complications arising during Plaintiff's residency at the SUBJECT PROPERTY.

27 50. Despite Plaintiff's full performance of all obligations under the Financial Agreement,  
28 THE POINTE failed to provide the Deluxe Suite accommodations required by the contract.

1 Moreover, Plaintiff's therapeutic participation, the very purpose of the residential program, was  
2 substantially impaired due to the multiple hospitalizations and emergency room visits necessitated by  
3 the conditions at the SUBJECT PROPERTY.

4 51. Following Plaintiff's departure from the facility on August 1, 2025, his symptoms  
5 persisted and escalated, causing Plaintiff to seek repeated medical evaluations at One Medical, Sollis  
6 Health, Napa Valley ENT, Providence St. John's, and Queen of the Valley Hospital. Diagnostic  
7 imaging performed during this period consistently demonstrated mucosal thickening, sinus  
8 inflammation, and sinusitis consistent with the bacterial and mold-triggered infection contracted at  
9 the SUBJECT PROPERTY.

10 52. Subsequent laboratory cultures taken on or about September 2, 2025 and October 8,  
11 2025 again yielded *Pseudomonas aeruginosa*, consistent with and confirming the presence of the  
12 identical pathogen first identified in Plaintiff's July 2025 test results.

13 53. On or about September 11, 2025, as Plaintiff's symptoms escalated, Chelsea Thomsen,  
14 MD, issued a Letter of Medical Necessity to Defendants THE POINTE and MAZE. This letter  
15 requested the release of all mold and environmental summaries from June through August 2025 to  
16 facilitate Plaintiff's ongoing clinical care. Despite this formal request from a licensed physician,  
17 Defendants declined to produce the requested documentation

18 54. Despite a formal medical mandate from Plaintiff's treating physician and clear notice  
19 of Plaintiff's deteriorating health, Defendants THE POINTE and MAZE continued to withhold the  
20 requested documentation. This refusal deprived Plaintiff's medical team of the diagnostic information  
21 required to treat his persistent infection. It was only through judicial intervention initiated by Plaintiff  
22 that Defendants were ordered by this Court to finally produce the reports on September 17, 2025, six  
23 days after the initial emergency medical request.

24 55. Despite receiving intensive outpatient care, Plaintiff's condition necessitated  
25 admission to Providence Queen of the Valley Medical Center on or about September 17, 2025. During  
26 this hospitalization, Plaintiff underwent intravenous (IV) antibiotic therapy and the surgical  
27 placement of a Peripherally Inserted Central Catheter (PICC line). This escalation in medical  
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1 intervention was required to address the chronic and resistant nature of the infection Plaintiff  
2 contracted during his stay at the SUBJECT PROPERTY.

3 56. As a direct result of the prolonged and intensive antibiotic regimens required to treat  
4 the sinus infection contracted at the SUBJECT PROPERTY, Plaintiff developed a secondary severe  
5 dermatological reaction. Specifically, the extended courses of antibiotic therapy caused a systemic  
6 disruption of Plaintiff's microbiome and immune response, triggering an acute inflammatory skin  
7 condition that necessitated urgent intervention by specialists.

8 57. On or about November 7, 2025, Plaintiff sought urgent treatment from Dr. Campbell  
9 at Duncan Dermatology for an escalating rash, systemic swelling, and inflammation. Clinical  
10 presentation was consistent with a medication-induced cutaneous reaction stemming from the  
11 antibiotic therapy required to treat the infection sustained at the SUBJECT PROPERTY. To confirm  
12 the diagnosis, Dr. Campbell performed an invasive punch biopsy, a surgical diagnostic procedure  
13 utilized to identify drug reactions and related dermatologic pathology.

14 58. As a direct complication of the intensive antibiotic regimen necessitated by the sinus  
15 infection Plaintiff contracted at the SUBJECT PROPERTY, Plaintiff presented to the Emergency  
16 Department at Providence Queen of the Valley Medical Center with a fever of 101°F and life-  
17 threatening cellulitis on November 10, 2025.

18 59. On November 13, 2025, Plaintiff was admitted as an inpatient to Providence Queen of  
19 the Valley Medical Center after outpatient treatments failed to arrest a spreading cellulitis infection  
20 caused by Plaintiff's prolonged use of antibiotics as a result of the sinus infection that was contracted  
21 at the SUBJECT PROPERTY. Categorized by treating physicians as a "threat to life or bodily  
22 function," the infection required aggressive intravenous antibiotic therapy.

23 60. On or about December 4, 2025, Plaintiff underwent mycotoxin testing under the  
24 direction of Dr. Marcus Porrino, which confirmed that, more likely than not, Plaintiff's exposure at  
25 the SUBJECT PROPERTY resulted in systemic absorption of fungal toxins as a direct result of the  
26 contaminated conditions at the SUBJECT ROOM.

27 61. Plaintiff continues to suffer from a persistent Pseudomonas aeruginosa infection that  
28 has lasted for more than six months despite multiple courses of antibiotics, irrigations, and

1 intravenous antibiotic therapy. The chronic infection has caused permanent mucosal and structural  
2 damage to the paranasal sinuses. Additionally, this chronic infection led to other medical  
3 complications caused by prolonged use of antibiotics to treat the infection.

4 62. As a result of this damage, Plaintiff is likely to experience lifelong sinus obstruction,  
5 recurrent infections, impaired breathing, facial pain, and a diminished sense of smell and taste. These  
6 injuries have permanently reduced Plaintiff's quality of life and will require ongoing specialized  
7 medical management and probable surgical intervention to restore partial function.

8 **FIRST CAUSE OF ACTION**

9 **[GENERAL NEGLIGENCE – PREMISES LIABILITY]**

10 (Against Defendants THE POINTE and VINCENT)

11 63. Plaintiff incorporates by reference paragraphs 1 through 62, inclusive, as though fully  
12 set forth herein.

13 64. At all relevant times, Defendants THE POINTE and VINCENT owned, leased,  
14 occupied, managed, and controlled the SUBJECT PROPERTY. Defendant THE POINTE exercised  
15 exclusive possession and day-to-day control over SUBJECT ROOM, including room assignment,  
16 continued occupancy, access, maintenance, repair, remediation, and relocation decisions, as well as  
17 control over common areas and systems serving the SUBJECT PROPERTY. Plaintiff was a business  
18 invitee assigned to SUBJECT ROOM as a condition of his inpatient residency and had no authority  
19 to select, modify, repair, remediate, or avoid the premises or areas he was required to access as part  
20 of the program.

21 65. Defendants owed Plaintiff a duty to exercise reasonable care to maintain the premises  
22 in a safe and habitable condition, to reasonably inspect for dangerous conditions, to warn of hazards  
23 not reasonably apparent, and to perform any undertaken maintenance, repair, or remediation with  
24 reasonable care and in a manner that would not create, conceal, perpetuate, or exacerbate a dangerous  
25 condition.

26 66. As alleged herein, throughout Plaintiff's residency dangerous conditions existed on  
27 the SUBJECT PROPERTY and within SUBJECT ROOM, including active water intrusion,  
28 environmental contamination, deteriorating building materials, and missing required safety features.

1 Defendants knew or should have known of these conditions through reasonable inspection, prior  
2 complaints, and the nature of the conditions themselves, and failed to take reasonable steps to remedy  
3 them or to adequately warn Plaintiff.

4 67. Defendants breached their duty of care by, among other acts and omissions, assigning  
5 Plaintiff to SUBJECT ROOM despite hazardous conditions, including visible water intrusion and  
6 mold; failing to timely remove the room from service; failing to disclose material safety hazards; and  
7 requiring Plaintiff, as a condition of continued participation in the program, to remain in or return to  
8 the SUBJECT PROPERTY for meals, nursing check-ins, and treatment activities, thereby exposing  
9 him to the same hazardous environment. Defendant THE POINTE had the authority and ability to  
10 reassign Plaintiff or provide alternative housing and to modify program requirements to avoid  
11 exposure, but failed to do so in a timely or adequate manner.

12 68. Defendants further breached their duty of care in the maintenance, repair, and  
13 remediation of SUBJECT ROOM. Following prior written complaints regarding the condition of  
14 SUBJECT ROOM, Defendants undertook and authorized remedial efforts intended to address  
15 hazardous conditions. Defendants performed such remediation in a negligent and inadequate manner  
16 that failed to eliminate the underlying hazards, including by concealing visible contamination by  
17 painting over affected surfaces rather than removing mold-impacted and water-damaged materials;  
18 failing to reasonably assess or test concealed, interconnected, or adjacent areas reasonably susceptible  
19 to moisture migration or airborne contamination, including HVAC components and nearby rooms,  
20 before returning SUBJECT ROOM to service; and prematurely returning SUBJECT ROOM to  
21 service and assigning it to Plaintiff while hazardous conditions remained visible, notwithstanding  
22 express limitations and disclaimers contained in post-remediation environmental testing.

23 69. Defendants retained control over the scope, approval, and completion of remediation  
24 efforts, as well as authority to remove SUBJECT ROOM from service or restrict its occupancy, yet  
25 failed to take reasonable corrective action, failed to warn Plaintiff of the incomplete and inadequate  
26 remediation, and allowed continued residential occupancy and program participation under  
27 conditions that exposed Plaintiff to ongoing harm.

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1           75.     Prior to and throughout Plaintiff's residency, Defendants acted with actual knowledge  
2 of hazardous environmental conditions affecting SUBJECT ROOM and the surrounding property.  
3 Before Plaintiff's admission, Defendants received a written complaint regarding water intrusion and  
4 mold contamination in SUBJECT ROOM, undertook remediation efforts in response, and  
5 commissioned environmental testing that was limited in scope and known by Defendants to be  
6 insufficient to rule out ongoing hazardous exposure. That testing included express disclaimers  
7 requiring further evaluation where visible deterioration or moisture damage was present. Despite this  
8 information, active water intrusion, material deterioration, and conditions conducive to microbial  
9 growth remained open and obvious in SUBJECT ROOM during Plaintiff's residency.

10           76.     Defendants further had actual knowledge, acquired during Plaintiff's medical intake  
11 and reinforced through daily nursing check-ins, of Plaintiff's documented medical vulnerability to  
12 sinus and environmental exposure, as well as of Plaintiff's progressively worsening symptoms,  
13 escalating infection, and deteriorating physical condition. Plaintiff repeatedly reported symptoms  
14 consistent with environmental exposure during required daily nursing evaluations. Despite this  
15 ongoing notice, Defendants knowingly chose to continue housing Plaintiff in SUBJECT ROOM and  
16 failed to take timely protective action, prioritizing continued occupancy and program continuity over  
17 Plaintiff's health and safety, despite the foreseeable risk of serious bodily harm.

18           77.     Defendants breached their duties of care by, among other acts and omissions: failing  
19 to timely remove SUBJECT ROOM from service despite known hazardous conditions; failing to  
20 disclose known or suspected environmental hazards affecting the SUBJECT PROPERTY; failing to  
21 meaningfully relocate Plaintiff before his condition became severe; failing to timely produce  
22 environmental testing and remediation records urgently requested for Plaintiff's medical diagnosis  
23 and treatment; continuing to require Plaintiff's daily presence at the SUBJECT PROPERTY despite  
24 known hazardous conditions; providing reassurances regarding environmental safety that exceeded  
25 the information actually known, verified, or supported by testing; and engaging in conduct intended  
26 to deter or delay independent verification of hazardous environmental conditions.

27           78.     On or about July 25, 2025, Defendants relocated Plaintiff to a room in a neighboring  
28 house only after Plaintiff became seriously ill and only after Plaintiff's treating physician determined

1 that relocation was medically necessary. This belated relocation did not cure or mitigate Plaintiff's  
2 exposure. Defendants required Plaintiff, as a condition of continued participation in the program, to  
3 return daily to the SUBJECT PROPERTY for meals, nursing check-ins, and therapy sessions, thereby  
4 continuing Plaintiff's exposure to the same hazardous environment that had caused or exacerbated his  
5 illness.

6 79. Defendants further failed to disclose that mold contamination was not isolated to  
7 SUBJECT ROOM, but had spread or was reasonably likely to have spread throughout other areas of  
8 the SUBJECT PROPERTY due to unremediated conditions and the operation of a shared HVAC  
9 system. Defendants did not disclose known or suspected building-wide environmental risks, did not  
10 warn Plaintiff of the inherent dangers associated with continued exposure, and did not take reasonable  
11 steps to prevent ongoing exposure through required program activities.

12 80. Defendants MAZE and COHEN further breached their duties by discouraging  
13 emergency medical evaluation on or about July 29, 2025, despite Plaintiff's objectively confirmed  
14 infection and escalating symptoms.

15 81. As a direct and proximate result of Defendants' negligence, Plaintiff suffered severe  
16 and permanent injuries, including but not limited to chronic infection, permanent mucosal and  
17 structural damage, repeated hospitalizations, invasive medical procedures, and ongoing medical  
18 complications. Defendants' negligence was a substantial factor in causing and exacerbating Plaintiff's  
19 injuries by prolonging Plaintiff's exposure to hazardous environmental conditions, delaying  
20 appropriate medical intervention, and failing to eliminate or disclose ongoing sources of exposure  
21 necessary for timely diagnosis and treatment.

22 82. Defendants' conduct, as alleged herein, was despicable and was carried on with a  
23 willful and conscious disregard of the rights and safety of Plaintiff. Defendants had actual knowledge  
24 of hazardous conditions and of Plaintiff's particular vulnerability, yet deliberately failed to take  
25 protective action and instead prioritized financial and operational interests over Plaintiff's health and  
26 safety. This conduct subjected Plaintiff to cruel and unjust hardship and warrants an award of punitive  
27 damages pursuant to Civil Code section 3294.

28 //



1 habitation. As alleged herein, SUBJECT ROOM and adjacent hallways lacked functional smoke  
2 detectors throughout Plaintiff's residency, despite Plaintiff's complaints to Defendants, in violation of  
3 applicable fire safety requirements.

4 90. Defendants violated Health and Safety Code sections 123100–123149.5, to the extent  
5 Defendants, as operators of a licensed healthcare facility providing medical and clinical services, were  
6 required to provide Plaintiff timely access to health and safety records materially necessary for his  
7 ongoing medical diagnosis and treatment. As alleged herein, Plaintiff and his treating physicians  
8 made urgent, formal requests for environmental testing and remediation records necessary to diagnose  
9 and treat Plaintiff's worsening condition, and Defendants refused to produce such records until  
10 compelled by court order, depriving Plaintiff's medical team of information essential to his care

11 91. Plaintiff was among the class of persons these statutes were designed to protect,  
12 including individuals residing in or occupying living spaces maintained and controlled by Defendants  
13 and patients of licensed healthcare facilities entitled to access records necessary for their medical care.  
14 Defendants' statutory violations were a substantial factor in causing the injuries and harms the statutes  
15 were designed to prevent, including exposure to hazardous and substandard living conditions, risk of  
16 harm from the absence of required fire safety equipment, and delayed medical diagnosis and treatment  
17 resulting from Defendants' withholding of critical health and safety information.

18 92. No legally sufficient excuse exists for Defendants' violations.

19 93. As a direct and proximate result of Defendants' statutory violations, Plaintiff suffered  
20 the injuries and damages alleged herein.

21 **FOURTH CAUSE OF ACTION**

22 **[FRAUD, INTENTIONAL CONCEALMENT]**

23 (Against Defendants THE POINTE, MAZE, and COHEN)

24 94. Plaintiff incorporates by reference paragraphs 1 through 93, inclusive, including the  
25 allegations concerning Defendants' knowledge of and intentional concealment of material  
26 environmental hazards affecting SUBJECT ROOM, as though fully set forth herein.

27 95. At all relevant times, Defendants THE POINTE, MAZE, and COHEN (referred to  
28 collectively herein as "Defendants") knowingly concealed and suppressed material facts concerning

1 the safety, habitability, and environmental condition of the SUBJECT PROPERTY and SUBJECT  
2 ROOM.

3 96. Defendants concealed and failed to disclose that the SUBJECT ROOM and portions  
4 of the SUBJECT PROPERTY were affected by active water intrusion, mold contamination,  
5 inadequate and incomplete remediation, and conditions reasonably likely to cause or exacerbate  
6 serious medical harm, particularly to medically vulnerable individuals.

7 97. Defendants further concealed and failed to disclose that they possessed actual  
8 knowledge of the specific dangers of the SUBJECT ROOM because less than two weeks prior to  
9 Plaintiff's arrival, another inpatient resident occupying the SUBJECT ROOM exhibited symptoms of  
10 the same type of harm subsequently suffered by Plaintiff and was emergently removed from the room  
11 and hospitalized. Despite this specific notice of a dangerous condition, Defendants intentionally  
12 concealed this information from Plaintiff.

13 98. Defendants further concealed material facts by failing to disclose that environmental  
14 testing conducted prior to Plaintiff's admission was expressly limited in scope, subject to disclaimers,  
15 and did not evaluate concealed, interconnected, or HVAC-served areas. Defendants knew that these  
16 limitations rendered their reassurances regarding environmental safety incomplete and misleading,  
17 particularly given visible water intrusion, material deterioration, and prior complaints concerning the  
18 SUBJECT ROOM.

19 99. Defendants had a duty to disclose these material facts to Plaintiff because Defendants  
20 had exclusive knowledge of facts not known or reasonably accessible to Plaintiff, including facts  
21 actively withheld from Plaintiff despite direct inquiries and worsening medical symptoms;  
22 Defendants actively concealed and suppressed these facts through partial disclosures and affirmative  
23 reassurances regarding safety; Defendants made representations regarding luxury accommodations,  
24 safety, and medical suitability that were misleading absent disclosure of the concealed conditions;  
25 and Defendants stood in a professional, custodial, and special relationship of trust and confidence  
26 with Plaintiff as healthcare providers and operators of an inpatient residential treatment facility  
27 exercising exclusive control over Plaintiff's housing and treatment environment.

28 //



1 107. As alleged herein, Defendants provided reassurances regarding environmental safety  
2 and clinical credentials despite known water intrusion, prior complaints, unresolved remediation  
3 issues, and express limitations and disclaimers contained in the environmental testing materials.

4 108. Defendants owed Plaintiff a duty to exercise reasonable care in communicating  
5 accurate information, particularly given Plaintiff's status as a medically vulnerable inpatient  
6 dependent upon Defendants for truthful disclosures regarding housing safety and treatment  
7 conditions. Defendants breached that duty by conveying assurances that exceeded the scope of  
8 information actually known or verified.

9 109. Plaintiff reasonably relied on Defendants' negligent misrepresentations in deciding to  
10 enter the facility, remain housed in SUBJECT ROOM, and forego immediate relocation or  
11 withdrawal, resulting in injury and damages as alleged herein.

12 **SIXTH CAUSE OF ACTION**

13 **[PROFESSIONAL NEGLIGENCE, MEDICAL MALPRACTICE]**

14 (Against Defendant COHEN)

15 110. Plaintiff incorporates by reference paragraphs 1 through 109, inclusive, including the  
16 allegations concerning Defendant COHEN's July 14, 2025 consultation, documentation of Plaintiff's  
17 medical history, and referral recommendation to THE POINTE, as though fully set forth herein.

18 111. At all relevant times, Defendant COHEN was Plaintiff's treating psychiatrist and owed  
19 Plaintiff a professional duty to exercise the level of skill, care, and diligence ordinarily possessed and  
20 exercised by reasonably careful psychiatrists under similar circumstances. This duty encompassed all  
21 aspects of COHEN's professional relationship with Plaintiff, including the evaluation of treatment  
22 options, the making of referrals to treatment facilities, the disclosure of material risks, and the  
23 provision of ongoing care and medical judgment during Plaintiff's residency.

24 112. As part of Plaintiff's intake and treatment planning, COHEN documented Plaintiff's  
25 medical history of multiple prior sinus surgeries, thereby acquiring actual knowledge of Plaintiff's  
26 heightened vulnerability to environmental exposure and infection. COHEN further knew of prior  
27 patient illness associated with SUBJECT ROOM and maintained an ongoing professional relationship  
28 with THE POINTE.

1           113. Despite this knowledge, COHEN breached the applicable standard of care by referring  
2 Plaintiff to THE POINTE and encouraging expedited admission without disclosing known  
3 environmental risks associated with the facility; failing to investigate whether known environmental  
4 hazards at SUBJECT ROOM had been fully remediated before recommending Plaintiff's admission;  
5 failing to verify that SUBJECT ROOM was safe for occupancy by a medically vulnerable patient  
6 with Plaintiff's documented history; failing to consider Plaintiff's known medical vulnerabilities,  
7 including his history of multiple sinus surgeries and heightened susceptibility to infection, when  
8 making and facilitating the referral; and failing to disclose material risks known to her or reasonably  
9 discoverable through the exercise of due care, including prior patient harm associated with  
10 environmental conditions at the facility.

11           114. COHEN further breached the standard of care by participating in communications  
12 concerning Plaintiff's worsening condition, including the coordinated July 29, 2025 call in which  
13 Plaintiff's objectively confirmed infection and escalating symptoms were characterized as  
14 psychosomatic and "drug seeking," conduct that undermined appropriate medical evaluation and  
15 delayed necessary emergency intervention.

16           115. A reasonably careful psychiatrist under similar circumstances would have investigated  
17 and verified the safety of a referral destination before recommending admission, particularly where  
18 the physician possessed knowledge of prior patient harm and unresolved environmental risks. A  
19 reasonably careful psychiatrist would have disclosed known environmental risks, advised against  
20 continued exposure, and facilitated prompt medical escalation in light of Plaintiff's documented  
21 vulnerability and deteriorating condition. Plaintiff reasonably relied on COHEN's medical judgment  
22 in selecting a safe and appropriate treatment setting.

23           116. As a direct and proximate result of COHEN's professional negligence, including her  
24 negligent referral of Plaintiff to THE POINTE and her subsequent failures of care, Plaintiff was  
25 exposed to hazardous conditions, experienced delayed and compromised medical decision-making,  
26 and suffered severe and permanent injuries and damages as alleged herein. COHEN's negligence was  
27 a substantial factor in causing Plaintiff's harm.

28           //

1 **SEVENTH CAUSE OF ACTION**

2 **[PROFESSIONAL NEGLIGENCE, LICENSED CLINICAL SOCIAL WORKER]**

3 (Against Defendant MAZE)

4 117. Plaintiff incorporates by reference paragraphs 1 through 116, inclusive, including the  
5 allegations concerning Defendants' professional duties and acts and omissions in providing and  
6 overseeing medical care, as though fully set forth herein.

7 118. At all relevant times, Defendant MAZE was a licensed clinical social worker and the  
8 Executive Director of THE POINTE who actively participated in Plaintiff's clinical care and  
9 exercised supervisory authority over housing decisions, staff conduct, and access to information  
10 necessary for medical treatment. By virtue of her licensure and role, MAZE owed Plaintiff a  
11 professional duty to exercise the level of skill, care, and judgment ordinarily possessed and exercised  
12 by reasonably careful licensed clinical social workers under similar circumstances.

13 119. MAZE breached the applicable standard of care by providing false reassurances  
14 regarding environmental safety despite visible water intrusion, prior complaints, and Plaintiff's  
15 documented medical vulnerability; by discouraging independent environmental testing; and by  
16 refusing to provide environmental reports and related safety documentation to Plaintiff's treating  
17 physicians despite escalating medical urgency.

18 120. MAZE further breached her duty by failing to provide appropriate clinical escalation  
19 as Plaintiff's condition deteriorated, and by participating in the coordinated July 29, 2025 call in  
20 which Plaintiff's objectively confirmed infection and escalating symptoms were characterized as  
21 "drug seeking," conduct that undermined appropriate medical evaluation and delayed necessary  
22 medical intervention.

23 121. A reasonably careful licensed clinical social worker under similar circumstances  
24 would have escalated environmental safety concerns, ensured accurate disclosures, facilitated access  
25 to critical information for treating physicians, and implemented protective measures to prevent harm  
26 to a medically vulnerable inpatient.

27 122. As a direct and proximate result of MAZE's professional negligence, Plaintiff suffered  
28 prolonged exposure to hazardous conditions, delayed medical intervention, and severe and permanent

1 injuries and damages as alleged herein. MAZE's negligence was a substantial factor in causing  
2 Plaintiff's harm.

3 **EIGHTH CAUSE OF ACTION**

4 **[BREACH OF FIDUCIARY DUTY]**

5 (Against Defendant COHEN)

6 123. Plaintiff incorporates by reference paragraphs 1 through 122, inclusive, including the  
7 allegations concerning Defendant COHEN's July 14, 2025 consultation, knowledge of Plaintiff's  
8 medical history, and referral of Plaintiff to THE POINTE, as though fully set forth herein.

9 124. At all relevant times, Defendant COHEN owed Plaintiff fiduciary duties arising from  
10 the physician-patient relationship, including duties of loyalty, candor, full disclosure of material facts,  
11 and the obligation to act solely in Plaintiff's best medical interests.

12 125. COHEN breached her fiduciary duties by placing herself in a position of divided  
13 loyalty and failing to provide Plaintiff with informed, unbiased medical advice. While acting as  
14 Plaintiff's treating psychiatrist, COHEN simultaneously maintained a professional relationship with  
15 THE POINTE and recommended and facilitated Plaintiff's admission without disclosing material  
16 conflicts or her dual role. COHEN further failed to disclose known environmental hazards associated  
17 with SUBJECT ROOM, including prior patient harm that occurred while that patient was under her  
18 care, as well as unresolved risks material to Plaintiff's health and safety.

19 126. Plaintiff reasonably relied on COHEN's fiduciary obligations and medical advice in  
20 deciding to enter and remain at THE POINTE. Had COHEN disclosed her dual role and the material  
21 risks known to her, Plaintiff would not have agreed to admission or would have sought alternative  
22 treatment arrangements.

23 127. As a direct and proximate result of COHEN's breach of fiduciary duty, Plaintiff  
24 suffered the injuries and damages alleged herein.

25 128. COHEN's conduct was undertaken with conscious disregard for Plaintiff's rights and  
26 safety and therefore supports an award of punitive damages pursuant to Civil Code section 3294.

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1 **NINTH CAUSE OF ACTION**

2 **[INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS]**

3 (Against Defendants THE POINTE, MAZE, and COHEN)

4 129. Plaintiff incorporates by reference paragraphs 1 through 128, inclusive, as though fully  
5 set forth herein.

6 130. At all relevant times, Plaintiff was a medically vulnerable inpatient dependent upon  
7 Defendants for safe housing, truthful information, and access to appropriate medical care. Defendants  
8 THE POINTE, MAZE, and COHEN occupied positions of authority and trust over Plaintiff and  
9 exercised substantial control over his living conditions, treatment environment, and access to medical  
10 information and care.

11 131. Defendants engaged in extreme and outrageous conduct. With actual knowledge of  
12 hazardous environmental conditions affecting SUBJECT ROOM, Plaintiff’s documented medical  
13 vulnerability, and his escalating infection, Defendants knowingly housed Plaintiff in a contaminated  
14 room, provided false reassurances regarding environmental safety, and discouraged or obstructed  
15 independent verification of hazardous conditions. When Plaintiff sought independent environmental  
16 testing, THE POINTE threatened law enforcement involvement in response to Plaintiff’s request for  
17 independent testing, conduct that was reasonably perceived as intimidating and intended to deter  
18 further inquiry. THE POINTE and MAZE further refused to release environmental testing and  
19 remediation records urgently requested for medical treatment until compelled by court order.

20 132. As Plaintiff’s physical condition worsened, Defendants MAZE and COHEN  
21 participated in a July 29, 2025 call initiated in response to Plaintiff’s request to seek emergency  
22 medical care due to escalating and potentially life-threatening symptoms. Rather than facilitating  
23 appropriate medical evaluation, Defendants attempted to dissuade Plaintiff from seeking emergency  
24 treatment and falsely characterized his objectively confirmed infection and worsening symptoms as  
25 psychosomatic and “drug seeking.” This conduct was demeaning, coercive, and placed Plaintiff at  
26 serious risk of further harm during a medical emergency.

27 133. Defendants acted with the intent to cause emotional distress or with reckless disregard  
28 of the probability of causing severe emotional distress, particularly given Plaintiff’s dependence on

1 Defendants, the power imbalance inherent in the inpatient treatment setting, and the foreseeability  
2 that discouraging emergency medical care would cause fear, anxiety, and psychological trauma.

3 134. As a direct and proximate result of Defendants' extreme and outrageous conduct,  
4 Plaintiff suffered severe emotional distress, including persistent anxiety, emotional trauma associated  
5 with repeated hospitalizations, humiliation, fear for his physical safety, and a profound and lasting  
6 loss of trust in medical and healthcare institutions. Plaintiff's emotional distress was severe and of a  
7 nature that no reasonable person should be expected to endure.

8 135. At all relevant times, Defendant MAZE was an officer, director, and/or managing  
9 agent of THE POINTE within the meaning of Civil Code section 3294(b), and the wrongful conduct  
10 alleged herein was authorized, directed, and/or ratified by THE POINTE through MAZE and/or other  
11 managing agents.

12 136. Defendants' conduct was a substantial factor in causing Plaintiff's emotional distress.  
13 Plaintiff seeks compensatory damages according to proof and punitive damages based on Defendants'  
14 despicable conduct carried out with conscious disregard for Plaintiff's health, safety, and rights.

15 **TENTH CAUSE OF ACTION**

16 **[NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS]**

17 (Against Defendants THE POINTE and COHEN)

18 137. Plaintiff incorporates by reference paragraphs 1 through 136, inclusive, as though fully  
19 set forth herein.

20 138. This cause of action is pleaded in the alternative to the Ninth Cause of Action and to  
21 the extent emotional distress damages are not otherwise recoverable under Plaintiff's negligence and  
22 professional negligence claims.

23 139. Plaintiff was a direct victim of Defendants' negligent conduct by virtue of the facility-  
24 patient and physician-patient relationships. Defendants owed Plaintiff independent duties to provide  
25 safe housing, to exercise reasonable professional judgment, to disclose material risks, and to facilitate  
26 appropriate medical care.

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1 140. Defendants breached these duties as alleged herein, and as a direct and proximate  
2 result, Plaintiff suffered serious emotional distress accompanied by physical injury, including  
3 infection, hospitalization, and invasive medical treatment. Defendants' negligence was a substantial  
4 factor in causing Plaintiff's emotional distress and damages.

5 **ELEVENTH CAUSE OF ACTION**

6 **[BREACH OF CONTRACT]**

7 (Against Defendant THE POINTE)

8 141. Plaintiff incorporates by reference paragraphs 1 through 140, inclusive, as though fully  
9 set forth herein.

10 142. Plaintiff and Defendant THE POINTE entered into a written Financial Agreement  
11 pursuant to which Plaintiff paid \$50,000 in exchange for inpatient residential treatment that included  
12 medically supervised care and safe, private residential accommodations, as represented by THE  
13 POINTE. Plaintiff fully performed all obligations required of him under the agreement.

14 143. Under the Financial Agreement and the representations incorporated therein, THE  
15 POINTE was obligated to provide Plaintiff with safe, habitable, and code-compliant residential  
16 accommodations, appropriately qualified clinical staff, and access to information reasonably  
17 necessary to receive the bargained-for treatment in a medically appropriate setting.

18 144. THE POINTE materially breached the agreement by failing to provide the contracted-  
19 for services and accommodations. Among other breaches, THE POINTE housed Plaintiff in  
20 residential accommodations affected by water intrusion and unresolved environmental hazards; failed  
21 to provide safe and code-compliant housing, including required fire safety measures; assigned  
22 associate-level clinicians to Plaintiff while representing them as primary therapists; obstructed  
23 Plaintiff's access to environmental and safety records necessary to evaluate the safety of his housing  
24 and treatment environment; and required Plaintiff to return to the contaminated property as a  
25 condition of continued participation in the program.

26 145. These breaches went to the essence of the agreement and deprived Plaintiff of the  
27 fundamental benefits for which he bargained, including safe residential treatment and medically  
28 appropriate care.



1 participation. THE POINTE did so while retaining full payment and failing to provide meaningful  
2 alternative accommodations.

3 151. This conduct did not constitute a mere failure to perform express contractual terms,  
4 but rather a bad-faith effort to deprive Plaintiff of the benefits of the bargain while maintaining the  
5 appearance of performance.

6 152. As a direct and proximate result of THE POINTE's breach of the implied covenant of  
7 good faith and fair dealing, Plaintiff was deprived of the fundamental benefits of the agreement and  
8 suffered damages as alleged herein.

9 **THIRTEENTH CAUSE OF ACTION**

10 **[RESCISSION AND RESTITUTION, EQUITABLE]**

11 (Against Defendant THE POINTE)

12 153. Plaintiff incorporates by reference paragraphs 1 through 152, inclusive, as though fully  
13 set forth herein.

14 154. Plaintiff's execution of the Financial Agreement was induced by Defendants' fraud,  
15 intentional and negligent misrepresentations, and material concealment, including the failure to  
16 disclose conditions fundamental to the safety and viability of the agreement, as alleged herein. These  
17 misrepresentations and omissions concerned matters central to the purpose of the contract, including  
18 the safety and habitability of Plaintiff's residential accommodations and the nature of the treatment  
19 environment.

20 155. In addition, THE POINTE failed to provide the essential consideration for which  
21 Plaintiff bargained, namely, safe residential treatment in a medically appropriate environment.  
22 Instead, Plaintiff was exposed to hazardous conditions that deprived him of the fundamental benefits  
23 of the agreement, resulting in a failure of consideration going to the essence of the contract.

24 156. Plaintiff seeks rescission of the Financial Agreement as an equitable remedy, pleaded  
25 in the alternative to legal damages. Plaintiff did not knowingly waive the right to rescind and, upon  
26 learning the true facts regarding the hazardous conditions and Defendants' concealment, sought relief.  
27 Monetary damages alone are inadequate to remedy THE POINTE's unjust retention of the program  
28 fee under a contract procured and performed under fundamentally unsafe and deceptive conditions.

1 157. Accordingly, Plaintiff seeks rescission of the Financial Agreement and restitution of  
2 all monies paid thereunder, including the \$50,000 program fee, subject to an equitable offset for any  
3 value actually received, if any, as the Court deems just and proper.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff ROBERT ALEX HICKMAN respectfully prays for judgment  
6 against Defendants, and each of them, as follows:

- 7 1. For general damages according to proof, including pain and suffering, emotional distress, and  
8 loss of enjoyment of life;
- 9 2. For special damages according to proof, including past and future medical expenses, and  
10 related out-of-pocket costs incurred as a result of Defendants' conduct;
- 11 3. For damages for permanent injury and impairment, and the need for ongoing specialized  
12 medical management and probable surgical intervention;
- 13 4. For economic damages according to proof, including the \$50,000 program fee, and resulting  
14 from Defendants' tortious conduct and breach of contract;
- 15 5. For restitution of all monies paid under the Financial Agreement and rescission of the  
16 Financial Agreement as equitable relief, based on fraud, concealment, and failure of  
17 consideration, pleaded in the alternative to contractual damages, to the extent proven at trial;
- 18 6. For punitive damages where permitted by law and subject to proof at trial;
- 19 7. For costs of suit incurred herein pursuant to Code of Civil Procedure section 1032;
- 20 8. For prejudgment and post judgment interest as permitted by law; and
- 21 9. For such other and further relief as the Court deems just and proper.

22  
23  
24 DATED: February 4, 2026

LAW OFFICE OF MIRIAM G. ORTIZ

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26 

MIRIAM ORTIZ, Esq.  
Attorney for the Plaintiff,  
ROBERT ALEXANDER  
HICKMAN