Electronically Received 02/13/2026 04:46 PM

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FILED
Superior Court of California
County of Los Angeles
02/13/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. Crespin Deputy

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

ROBERT ALEXANDER HICKMAN,

Plaintiff,

vs

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

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

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

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

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

5. 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 3 pursuant to Code of Civil Procedure section 474, and having since discovered that the true name and capacity of said Defendant is STACY COHEN, MD, an individual residing in the State of California, hereby amends the Complaint by substituting Defendant COHEN in place of DOE 3 wherever such fictitious designation appears.

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

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

JURISDICTION AND VENUE

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

GENERAL ALLEGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

55. Despite receiving intensive outpatient care, Plaintiff's condition necessitated admission to Providence Queen of the Valley Medical Center on or about September 17, 2025. During this hospitalization, Plaintiff underwent intravenous (IV) antibiotic therapy and the surgical placement of a Peripherally Inserted Central Catheter (PICC line). This escalation in medical

intervention was required to address the chronic and resistant nature of the infection Plaintiff contracted during his stay at the SUBJECT PROPERTY.

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

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

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

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

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

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

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

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

FIRST CAUSE OF ACTION

[GENERAL NEGLIGENCE – PREMISES LIABILITY]

(Against Defendants THE POINTE and VINCENT)

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

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

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

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

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

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

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

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

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70. As a direct and proximate result of Defendants' negligence, including their negligent maintenance, repair, and remediation of the premises, Plaintiff suffered injuries and damages as alleged herein. Defendants' control over SUBJECT ROOM and the SUBJECT PROPERTY, their inadequate remediation efforts, and Plaintiff's continued exposure to hazardous conditions were substantial factors in causing and exacerbating Plaintiff's injuries.

SECOND CAUSE OF ACTION

[NEGLIGENCE]

(Against Defendants THE POINTE, MAZE, and COHEN)

71. Plaintiff incorporates by reference paragraphs 1 through 70, inclusive, and the allegations set forth in the First Cause of Action, as though fully set forth herein.

72. This cause of action addresses Defendants' negligent acts and omissions in their capacities as owners, operators, and managers of a residential healthcare facility and as licensed healthcare professionals responsible for the housing, supervision, and treatment of a medically vulnerable inpatient. The allegations herein establish that Defendants' conduct was undertaken with conscious disregard of known risks to Plaintiff's health and safety, supporting an award of punitive damages pursuant to Civil Code section 3294.

73. At all relevant times, Defendants owed Plaintiff duties of care arising from their roles as owners, operators, and managers of a residential healthcare facility, and as licensed healthcare professionals responsible for the housing, supervision, and treatment of a medically vulnerable inpatient. These duties included heightened duties imposed by applicable healthcare, housing, and patient-safety standards, as well as duties arising from Defendants' exclusive control over Plaintiff's residential and treatment environment.

74. Defendants breached their duties of care by acting with conscious disregard for Plaintiff's health and safety despite actual knowledge of hazardous conditions and Plaintiff's documented medical vulnerability. Defendants' conduct, as alleged herein, was undertaken deliberately and with awareness of the probable consequences, supporting an award of punitive damages pursuant to Civil Code section 3294.

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

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

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

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

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

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

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

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

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

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83. At all relevant times, Defendant MAZE was an officer, director, and/or managing agent of Defendant THE POINTE within the meaning of Civil Code section 3294(b). The conduct alleged herein was authorized, directed, and/or ratified by Defendant THE POINTE through MAZE and/or other managing agents acting within the scope of their authority.

84. Plaintiff therefore seeks punitive damages against Defendants THE POINTE and MAZE pursuant to Civil Code section 3294.

THIRD CAUSE OF ACTION

[NEGLIGENCE PER SE]

(Against Defendants THE POINTE and VINCENT)

85. Plaintiff incorporates by reference paragraphs 1 through 84, inclusive, as though fully set forth herein.

86. At all relevant times, Plaintiff occupied SUBJECT ROOM as a residential living space within Defendants' facility, with exclusive use for sleeping and habitation for the duration of his inpatient stay, while Defendants retained responsibility for maintenance, habitability, and compliance with applicable health and safety laws governing residential occupancies and medically supervised facilities.

87. Defendants' violations of the statutes alleged herein establish a presumption of negligence and constitute evidence of Defendants' failure to exercise due care under the circumstances.

88. Defendants violated Health and Safety Code section 17920.3, which defines substandard building conditions to include visible mold growth, dampness of habitable rooms, water intrusion, deterioration of building materials, and conditions that endanger the life, limb, health, property, safety, or welfare of the public or the occupants. As alleged herein, SUBJECT ROOM and portions of the SUBJECT PROPERTY exhibited active water intrusion, visible moisture damage and material deterioration, mold-related contamination, and conditions that endangered the health of Plaintiff, a medically vulnerable occupant.

89. Defendants violated Health and Safety Code section 13113.7, which requires the installation and maintenance of smoke alarms in residential occupancies intended for human

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

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

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

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

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

FOURTH CAUSE OF ACTION

[FRAUD, INTENTIONAL CONCEALMENT]

(Against Defendants THE POINTE, MAZE, and COHEN)

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

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

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

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

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

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

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

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100. At the time Defendants concealed these facts, Defendants knew that the undisclosed conditions posed a serious risk to Plaintiff's health and safety and were material to Plaintiff's decision to enter into the Financial Agreement, to pay substantial fees, to reside in the SUBJECT ROOM, and to continue participating in the program.

101. Defendants intentionally concealed these facts with the intent to induce Plaintiff to enroll in the program, remain in the program, continue occupying the SUBJECT ROOM, refrain from seeking alternative housing or medical care, and continue paying for Defendants' services.

102. Plaintiff justifiably relied on Defendants' concealment and omissions by entering into the Financial Agreement, paying the required fees, residing in the SUBJECT ROOM, continuing to participate in the program, and foregoing alternative accommodations, testing, and medical intervention, all to his detriment.

103. As a direct and proximate result of Defendants' intentional concealment, Plaintiff suffered substantial damages, including severe and permanent physical injury, prolonged infection, invasive medical procedures, hospitalization, loss of use and enjoyment of paid accommodations, economic losses, and other damages according to proof.

104. Defendants' conduct constituted intentional fraud, was despicable, and was carried out with willful and conscious disregard of the rights and safety of Plaintiff, subjecting him to cruel and unjust hardship, thereby entitling Plaintiff to an award of punitive damages pursuant to Civil Code section 3294.

FIFTH CAUSE OF ACTION

[NEGLIGENT MISREPRESENTATION]

(Against Defendants THE POINTE, MAZE, and COHEN)

105. Plaintiff incorporates by reference paragraphs 1 through 104 as though fully set forth herein.

106. In the alternative to the Fourth Cause of Action, Defendants THE POINTE, MAZE and COHEN made representations of material fact concerning the safety of SUBJECT ROOM, the absence of environmental hazards, and staff qualifications without reasonable grounds for believing those representations to be true.

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

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

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

SIXTH CAUSE OF ACTION

[PROFESSIONAL NEGLIGENCE, MEDICAL MALPRACTICE]

(Against Defendant COHEN)

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

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

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

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

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

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

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

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SEVENTH CAUSE OF ACTION

[PROFESSIONAL NEGLIGENCE, LICENSED CLINICAL SOCIAL WORKER]

(Against Defendant MAZE)

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

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

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

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

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

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

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

EIGHTH CAUSE OF ACTION

[BREACH OF FIDUCIARY DUTY]

(Against Defendant COHEN)

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

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

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

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

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

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

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NINTH CAUSE OF ACTION

[INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS]

(Against Defendants THE POINTE, MAZE, and COHEN)

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

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

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

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

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

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

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

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

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

TENTH CAUSE OF ACTION

[NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS]

(Against Defendants THE POINTE and COHEN)

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

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

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

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

ELEVENTH CAUSE OF ACTION

[BREACH OF CONTRACT]

(Against Defendant THE POINTE)

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

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

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

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

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

146. As a direct and proximate result of THE POINTE's material breach of contract, Plaintiff suffered damages including, but not limited to, the $50,000 program fee paid, loss of the value of the contracted-for residential treatment and accommodations, and consequential damages resulting from THE POINTE's failure to perform as promised.

TWELFTH CAUSE OF ACTION

[BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING]

(Against Defendant THE POINTE)

147. Plaintiff incorporates by reference paragraphs 1 through 146, inclusive, as though fully set forth herein.

148. The Financial Agreement between Plaintiff and Defendant THE POINTE contained an implied covenant of good faith and fair dealing, obligating THE POINTE not to do anything to unfairly frustrate Plaintiff's right to receive the benefits of the agreement, including safe residential treatment, medically appropriate care, and truthful disclosure of material conditions affecting Plaintiff's participation in the program.

149. While purporting to perform under the agreement and retaining Plaintiff's $50,000 program fee, THE POINTE acted in bad faith and unfairly interfered with Plaintiff's contractual rights. Among other conduct, THE POINTE concealed known environmental hazards affecting Plaintiff's assigned accommodations, provided misleading assurances regarding environmental safety, obstructed independent verification of hazardous conditions, and refused to provide environmental and safety records reasonably necessary for Plaintiff to determine whether he could safely remain in the program.

150. THE POINTE further exercised its contractual control over housing, access to the property, and program participation in a manner that prioritized its own financial interests over Plaintiff's contractual rights. Any offer of relocation was made only after Plaintiff's treating physician determined that continued occupancy of SUBJECT ROOM was medically unsafe, and the proposed relocation was limited to another room in an adjacent building on the same property. Despite this determination, THE POINTE continued to require that Plaintiff's return to the SUBJECT PROPERTY, where mold and related environmental conditions persisted, as a condition of program

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

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

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

THIRTEENTH CAUSE OF ACTION

[RESCISSION AND RESTITUTION, EQUITABLE]

(Against Defendant THE POINTE)

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

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

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

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

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

PRAYER FOR RELIEF

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

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

DATED: February 4, 2026

LAW OFFICE OF MIRIAM G. ORTIZ

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

EXHIBIT A

Docusign Envelope ID: 1578F952-4F04-4D23-B214-8C4B72CEDD31

The Pointe Malibu

FINANCIAL AGREEMENT:
The Pointe Malibu Recovery Center

This Agreement is made by and between, Robert Alex Hickman, the ("**Guarantor**") and **The Pointe Malibu Recovery Center**, a Residential Substance Abuse Program whose principal place of business is 31450 Broad Beach Road, Malibu, CA. 90265 on behalf of, Robert Alex Hickman, the ("**Client**") with reference to the following facts:

RECITALS

WHEREAS, The Pointe Malibu Recovery Center is a Residential Substance Abuse Program designed to assist persons in the treatment of alcoholism and drug addiction and substance abuse (the "**Services**"); and

WHEREAS, Client desires to obtain the Services at the location of 31450 Broad Beach Road Malibu, CA. 90265. (the "**Location**") for a period of time as set forth below.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and The Pointe Malibu Recovery Center hereby agree as follows:

AGREEMENT

The Pointe Malibu Recovery Center shall provide to the Client at the Location: **31450 Broad Beach Road Malibu, CA. 90265**. (the "**Term**") for the duration of treatment services.

- A Private Room, three (3) meals a day, and nutritional snacks for the duration of treatment. The services provided during this period shall be at the cost set forth and pursuant to the terms of the Financial Agreement signed upon the Client's admission to and located in the Client's financial file.

- The Pointe Malibu Recovery Center shall provide recovery-related and educational activities including, but not limited to: individual counseling; group counseling; self-help groups; educational groups; recovery planning; discharge planning, and alumni meetings. Each of the foregoing activities shall be provided at times and for periods in The Pointe Malibu Recovery Center in accordance with published schedules.

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The Pointe Malibu Recovery Center shall provide Client services consisting of the following at no additional cost:

- Initial Medical Examination (History and Physical)
- Incidental Medical Services
- Initial Psychological Screening
- Individual Case Management Sessions
- Individual Psychotherapy Sessions as clinically indicated
- Family Counseling and Education
- Random Alcohol and Drug testing
- Individualized Treatment Planning
- Client Specific Discharge Planning
- Lifetime Access to Weekly Alumni Support Group (only after successful completion of program)

Group Sessions, including:

- Relapse Prevention
- Recovery Planning
- Creative Art Therapy
- Drug and Alcohol Awareness
- Anger Management
- Stress Management
- Communication Techniques

NO WARRANTY OR GUARANTY

Client acknowledges and agrees that The Pointe Malibu Recovery Center is not making any warranty, representation, or guaranty with respect to the provision of the Services to Client or the results thereof, and that notwithstanding the provision of the Services, The Pointe Malibu Recovery Center has absolutely no ability to ensure that Client's behavior and/or lifestyle is conforming or will conform to the guidelines taught to Client as part of the recovery-related activities. Client further acknowledges agrees and understands that the success that the Client obtains as a result of the Client's receipt of the Services will be directly related to the Client's ongoing willingness to participate in ongoing recovery-related activities.

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PAYMENT

The fees for the Services shall be as follows:

(a) Dates of Service: July 16, 2025 through July 31, 2025

(b) Program Services. For the provision of the Services, Client agrees to pay the following:

$_____ per 30 days for a Private Suite ($90,000)
$50,000 per 30 days for a Deluxe Suite ($100,000-$115,000)
$_____ per 30 days for an Executive Suite ($150,000)
$_____ Discounts _____
$_____ Custom Costs: $50,000 for 15 days of Residential Treatment

- Your fee for the first 30 days of Primary Care is stated above for the chosen room.

- The Fee Schedule is based on a monthly prepay basis and is due on or before admission. The Pointe Malibu Recovery Center bills in 30-day increments, beginning the first night of stay (“Day 1”) and ending with, and including, the 30th night spent here ("Day 30"). Discharge is to be completed by 12:00 noon on the day of discharge or an additional night of stay will be charged to the account.

- There may be additional fees for medications, lab work, and certain additional psychological services. Any additional fees will be described, discussed, and agreed upon prior to the service being administered or the Client being charged.

- The Pointe Malibu Recovery Center treatment team may decide to recommend that some Clients stay for longer than 30 days in order to complete the recovery program. Fees for subsequent months or days are due no later than the day before the 30th night. Extensions of time and/or services under 30 days will be based on a per diem rate.

- For extensions of time and/or services, a drafted “Invoice for Services” will be sent out in lieu of this Financial Agreement. The terms and stated policies listed in this Agreement will apply, in full, to all invoices sent.

Docusign Envelope ID: 1578F952-4F04-4D23-B214-8C4B72CEDD31

REFUND POLICY

The Pointe Malibu Recovery Center requires a commitment on the part of the Client. While no amount of time in treatment guarantees a result, our experience indicates that treatment can interrupt the addictive patterns and provide a stable base on which to build recovery. Early departures against the advice of the treatment team may tend to increase the risk of relapse. Any pre-approved discounts in fees are made between the Guarantor and The Pointe Malibu Recovery Center with an expected length of treatment duration in mind, Prompt Pay Discounts are provided as an opportunity to pay for an episode of treatment in advance and receive substantial discounts off the usual program charges.

Therefore, Client and/or Guarantor specifically acknowledge and agree that discounts are rendered null and void in the event Client leaves treatment early, is administratively discharged for cause due to non-compliance with the Client Handbook, rules, or specific behavioral contracts, or is discharged against the advice of the treatment team. The Client and/or Guarantor will be subject to paying full program charges in addition to 50% of the remaining portion of fees. The other 50% of the remaining fees, after paying full program charges, will be refunded to the Client and/or Guarantor after a 30-day period.

Furthermore, Client and/or Guarantor that understand and agree that certain prohibited conduct (e.g., sexual and/or romantic behavior, aggressive and/or physical behavior, and/or introducing unauthorized substances or medication to the property) may result in irreparable harm to other Clients in treatment, the damages for which are difficult to measure and/or ascertain. Accordingly, Client and/or Guarantor acknowledge the propriety and reasonableness of liquidated damages in the amount of any refund which is or may be due from the time of such prohibited conduct through the end of the contracted period of treatment. Such liquidated damages are intended to represent actual damages and are not intended as a penalty, and Client/Guarantor shall pay the refund amount without limiting The Pointe Malibu Treatment Center's right to terminate this Agreement for failure to comply with Client Handbook, rules, or specific behavioral contracts.

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Full refunds for unused portions of a Client's fee are only available for Clients who are discharged from The Pointe Malibu Recovery Center due to the need for a higher level of care such as, a medical or psychiatric hospitalization. If Clients are unable to return to The Pointe Malibu Recovery Center to complete treatment due to the severity of their medical or psychiatric condition, as determined by The Pointe Malibu Recovery Center's physicians, they can be reimbursed the full unused portion of their fees.

If a Client leaves treatment against The Pointe Malibu Recovery Center's advice and requests to return to The Pointe Malibu Recovery Center to complete treatment, the Client shall receive credit for the 50% of the remaining balance held by The Pointe Malibu Recovery Center. This credit may be used toward future treatment within 90 days of initially leaving treatment. After 90 days no credit is available. This credit is not transferable and applies only to the Client. Clients who are administratively discharged for cause due to non-compliance with The Pointe Malibu Recovery Center program rules as specified in the Client handbook or specific behavioral contracts and wish to return to The Pointe Malibu Recovery Center for any unused portion of the 50% credit, may be readmitted within 90 days of discharge at the sole discretion of the Program Director and/or Executive Director.

DS RAH

Guarantor's Initials

DS RAH

Client's Initials

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In the event Client decides to leave treatment against advice or is administratively discharged, any previously incurred ancillary fees shall be charged against the credit card on deposit.

(a) **LABORATORY FEES**. If laboratory fees are incurred due to the necessity of forensic verification of urine testing, laboratory fees will be billed directly by the laboratory to the Client for payment.
(b) **ADMINISTRATION FEE**. A one-time non-refundable $1,000.00 administration fee is included in the cost of the program.
(c) **MANNER OF PAYMENT**. The fees set forth above are all due and payable upon commencement of this agreement. Guarantor and/or Client is wholly responsible for the payment of the fees.

ARBITRATION

In the event of any controversy or claim arising hereunder, the parties hereto agree to settle such claim or dispute by arbitration in the Los Angeles County, State of California, in accordance with the rules of the California Arbitration Act, the California Code of Evidence, California Code of Civil Procedures section 1280 et seq. or such other rules as may then be in effect. The arbitrator shall have the power to award damages and to grant all legal equitable remedies as provided by California Law. The arbitrator shall prepare a written reward, which shall include factual findings and the factual and legal reasons upon which the award is based. Copies of the award shall be given to the parties promptly upon the making thereof. The arbitrator shall not have the power to commit errors of fact, law, or legal reasoning. For any such errors, the award may be vacated or corrected pursuant to the provisions of California Code of Civil Procedure section 1286.2 or 1286.6 or both. Any judgment upon any award rendered by the arbitrator may be entered in a court of competent jurisdiction. In the event of any such arbitration, the prevailing party shall be entitled to receive, in addition to any award or judgment, full costs, including reasonable attorney's fees. The arbitrator shall be appointed by the presiding Superior Court Judge of Los Angeles County. The arbitrator must be a retired judge with at least five (5) years of experience in handling matters in the subject matter of the arbitration.

WAIVER OF JURY TRIAL

If a court of proper jurisdiction makes a ruling that the arbitration clause is unenforceable then the parties hereby waive their rights to trial by jury in any action or proceeding involving any claim or dispute.

Signature: DocuSigned by: Robert Alex Hickman 0866C8D55EDE48B... Date: 7/14/2025

Docusign Envelope ID: 1578F952-4F04-4D23-B214-8C4B72CEDD31

ENTIRE AGREEMENT

EACH PARTY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, INCLUDING ALL EXHIBITS ATTACHED HERETO, IS A COMPLETE STATEMENT OF THE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS REPRESENTATIONS. Any agreement hereafter made shall be ineffective to modify, supplement or discharge the terms of this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or supplement is sought.

TERMINATION OF AGREEMENT

The conditions under which this agreement can be terminated are as follows: Client does not arrive for treatment at the scheduled time, Client misrepresents situation and is determined to not meet admission criteria, mutual consent, Client leaving against medical or clinical advice, Client referred to a higher level of care, Client, or program not fulfilling conditions of this agreement, and/or legal court order. Contingent on the circumstances Termination of the Agreement may still result in billed charges to the Client.

SEVERABILITY

If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable, the performance of the offending term or provision shall be excused as if it had never been incorporated into this Agreement, and the remaining part of this Agreement shall not be affected thereby and shall continue in full force and effect.

METHOD OF PAYMENT: Credit Card (3.5% CC Fee)

CLIENT:
Name: Robert Alex Hickman Date: 7/14/2025
Signature: DocuSigned by: Robert Alex Hickman 0866C8D55EDE48B...

GUARANTOR:
Name: Robert Alex Hickman Date: 7/14/2025
Signature: DocuSigned by: Robert Alex Hickman 0866C8D55EDE48B...

STAFF:
Name: Bridget Rodriguez Date: 7/14/2025
Title: Director of Admissions
Signature: DocuSigned by: Bridget Rodriguez C44BE13D670741A...

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Attorney for Plaintiff,
ROBERT ALEXANDER HICKMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES - SANTA MONICA COURTHOUSE

ROBERT ALEXANDER HICKMAN, Plaintiff, vs JAMES & BENTZ, INC., A CALIFORNIA CORPORATION, DOING BUSINESS AS THE POINTE MALIBU RECOVERY CENTER, MARTHA E. VINCENT, an individual, in her capacity as Trustee of WWV Living Trust, STACY COHEN, MD, an individual, JENNELL MAZE, LCSW, an individual, and DOES 4-50, Defendants.	Case No. 25SMCV04669 **DEMAND FOR JURY TRIAL** *Judge: Hon. Mark H. Epstein* *Department: I*

TO EACH PARTY AND TO THE COUNSEL OF RECORD FOR EACH PARTY:

Plaintiff ROBERT ALEX HICKMAN hereby demands a jury trial in the above-entitled action.

DATED: February 4, 2026

LAW OFFICE OF MIRIAM G. ORTIZ

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