

ORIGINAL

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11 WESLEY E. CRAVEN, an individual and  
12 trustee of the WES CRAVEN FAMILY TRUST

Case assigned to Judge *[Signature]* D37

**FILED**  
LOS ANGELES SUPERIOR COURT  
JUN 20 2007  
JOHN A. CLARKE, CLERK  
*[Signature]*  
BY D.M. SYRIN, DEPUTY

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11 WESLEY E. CRAVEN, an individual and  
12 trustee of the WES CRAVEN FAMILY  
13 TRUST,

14 Plaintiff,

15 vs.

16 PAUL M. SHORE aka PAULY SHORE, an  
17 individual; and DOES 1 through 25, inclusive,

18 Defendants.  
19

Case No. BC372976

Unlimited Jurisdiction

COMPLAINT FOR DAMAGES FOR:

- (1) NEGLIGENCE;
- (2) NUISANCE;
- (3) NEGLIGENT TRESPASS; and
- (4) DECLARATORY RELIEF.

20  
21 Plaintiff Wesley E. Craven, an individual and trustee of the Wes Craven Family  
22 Trust ("Plaintiff") alleges as follows:

23 **GENERAL ALLEGATIONS**  
24 **(Common To All Causes of Action)**

25 1. Plaintiff Wesley E. Craven is an individual residing in the State of California,  
26 County of Los Angeles and is the duly appointed trustee of the Wes Craven Family Trust.  
27 Plaintiff is the owner of the real property commonly known as  
28

21/LARGE: BC372976 11/06/07  
RECEIVED BY: DEPT/21/2007  
DATE PAID: 06/20/07 09:42  
PAYMENT: \$320.00  
RECEIVED:  
CHECK:  
CASH:  
CHARGE:  
CARD:

COMPLAINT

1 City of Los Angeles, County of Los Angeles, State of California, including two lots thereon (the  
2 "Craven Property.") The Craven Property includes but is not limited to the land, soil, lots,  
3 building, structures and/or improvements thereon.

4 2. Plaintiff is informed and believes and on that basis alleges that Defendant Paul M.  
5 Shore aka Pauly Shore ("Defendant") is an individual residing in the State of California, County  
6 of Los Angeles and is the owner of the real property known as \_\_\_\_\_ the  
7 Ci \_\_\_\_\_ of California (the "Shore Property.") The  
8 Shore Property includes but is not limited to the land, soil, lot, building, structures and/or  
9 improvements thereon.

10 3. Plaintiff is presently unaware of the true names and capacities of defendants sued  
11 herein as Does 1 through 25, and therefore will amend this Complaint to allege their true names  
12 and capacities once they are ascertained.

13 4. Plaintiff is informed and believes that each of these fictitiously named defendants  
14 is responsible in some manner for the occurrences alleged and plaintiff's damages were  
15 proximately caused by their conduct.

16 5. Plaintiff is informed and believes that the defendants, and each of them, were the  
17 agents, servants, representatives, employees, managerial employees, affiliates, partners and/or  
18 controlling persons of the other defendants and in doing the things herein alleged, each  
19 defendant was acting as an agent for the others. In doing the things hereinafter alleged, each of  
20 the defendants were acting within the scope and course of their authority, agency, employment,  
21 subcontract and/or other arrangement and with the permission and consent of each of the other  
22 defendants.

23  
24 **FIRST CAUSE OF ACTION**

25 **(Negligence – Against All Defendants)**

26 6. Plaintiff realleges and incorporates herein by reference each and every allegation  
27 in Paragraphs 1 through 5, inclusive, as though fully set forth herein.  
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1 7. Plaintiff is, and at all times relevant to this action was, the owner of the Craven  
2 Property. On this property are situated certain improvements.

3 8. Defendant is, and at all times relevant to this action was, the owner of the Shore  
4 Property. On this property are situated certain improvements.

5 9. The Craven Property and the Shore Property adjoin each other at the South-East  
6 boundary of the Craven Property and the North-West boundary of the Shore Property. The  
7 properties are coterminous and adjoining lands.

8 10. The Shore Property is at a higher elevation than the Craven Property.

9 11. Plaintiff is informed and believes and based thereon alleges that Defendant failed  
10 to properly or adequately design, construct, build, furnish, maintain and/or repair his yard,  
11 landscaping, pool / spa, sprinklers, irrigation, swales, downspouts and slopes adjacent to the  
12 Craven Property causing water to infiltrate and intrude upon the Craven Property.

13 12. Plaintiff is informed and believes and based thereon alleges that Defendant knew  
14 or reasonably should have known that by failing to properly or adequately design, construct,  
15 build, furnish, maintain and/or repair his yard, landscaping, pool / spa, sprinklers, irrigation,  
16 swales, downspouts and slopes adjacent the Craven Property that the Craven Property would be  
17 substantially damaged thereby.

18 13. Defendant was and is under a duty to exercise ordinary care as the owner of real  
19 property to avoid reasonably foreseeable injury to the owners and occupants of the adjacent  
20 Craven Property and knew or should have foreseen with reasonable certainty that the owners  
21 and occupants of the Craven Property would suffer damages as set forth herein if Defendant  
22 failed to properly or adequately design, construct, build, furnish, maintain and/or repair his yard,  
23 landscaping, pool / spa, sprinklers, irrigation, swales, downspouts and slopes adjacent to the  
24 Craven Property.

25 14. As a direct and proximate result of the negligence of Defendant, water from the  
26 Shore Property intruded and infiltrated the Craven Property causing a slope failure / landslide to  
27 occur on or about December 19 and/or December 20, 2006. The slope failure / landslide caused  
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1 substantial damage to Plaintiff's property and improvements thereon in an amount to be  
2 established according to proof at trial.

3 15. As a further direct and proximate result of the negligence of Defendant, Plaintiff  
4 has suffered damages including but not limited to soil settlement, movement, instability,  
5 damage to improvements and property, surface and subsurface drainage, land grading, soils  
6 engineering and/or engineering geology.

7 16. Plaintiff is informed and believes and on that basis alleges that as a further direct  
8 and proximate result of the negligence of Defendant, Plaintiff has suffered damages in an  
9 amount presently unknown, but that Plaintiff has been and will hereafter be required to perform  
10 repair works to portions of the Craven lot or property, to repair past and ongoing damage, and  
11 to prevent further damage. Plaintiff will establish the amount of such damages according to  
12 proof at time of trial.

13 17. As a further direct and proximate result of the negligence of Defendant, the value  
14 of Plaintiff's property has diminished and been reduced in an amount to be established  
15 according to proof at trial.

16 18. As a further direct and proximate result of the negligence of Defendant, Plaintiff  
17 has sustained stigma damage to the Craven Property in an amount to be established according to  
18 proof at trial.

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20 **SECOND CAUSE OF ACTION**

21 **(Nuisance – Against All Defendants)**

22 19. Plaintiff realleges and incorporates herein by reference each and every allegation  
23 in Paragraphs 1 through 18, inclusive, as though fully set forth herein.

24 20. Defendant by his conduct and/or failure to act, has created, maintained and  
25 concealed a private nuisance and has not taken adequate steps to permanently abate said  
26 nuisance and mitigate the damages caused by said nuisance.

27 21. The failure of Defendant to take reasonable precautions to prevent water from  
28 infiltrating and intruding unto Plaintiff's adjoining land resulted in a slope failure / landslide on

1 or about December 19 and/or December 20, 2006, causing damage and distress to the Craven  
2 Property such that it constitutes a permanent and/or continuing nuisance within the meaning of  
3 Section 3479 of the California Civil Code and that said conditions are injurious to the health  
4 and welfare of the Plaintiff and his guests and cause an obstruction to Plaintiff's peaceful use  
5 and enjoyment of his home and property.

6 22. As a direct and proximate result of the foregoing nuisance by Defendant, Plaintiff  
7 has suffered damages in an amount to be established according to proof at the time of trial.  
8 Plaintiff is informed and believes and based thereon alleges that, as a result of the water  
9 infiltration and intrusion from Defendant's property and the resulting slope failure / landslide  
10 the Craven Property has been substantially damaged including but not limited to soil settlement  
11 and movement, slope failure and instability, damage to improvements and property, surface and  
12 subsurface drainage, land grading, soils engineers and/or engineering geology.

13 23. Plaintiff is informed and believes and based thereon alleges that said nuisance  
14 continues to cause damage to Plaintiff's home and property.

15 24. As a further proximate legal result of Defendant's acts or failures to act, Plaintiff  
16 has been and continues to be deprived of the peaceful and quiet use and enjoyment of his home  
17 and property and will continue to suffer loss of use and other damages in an amount to be  
18 established according to proof at time of trial.

19 25. As a further proximate legal result of Defendant's acts or failures to act, Plaintiff  
20 will incur repair costs, costs for damages and improvements, loss of use and loss of market  
21 value in an amount to be established according to proof at time of trial.

22 26. As a further legal result of Defendant's acts or failures to act, Plaintiff suffered  
23 and will continue to suffer sever emotional distress and anxiety for which he seeks fair  
24 compensation in an amount according to proof at time of trial.

25 27. As a further proximate legal result of Defendant's acts or failures to act, Plaintiff  
26 has been caused to expend sums to investigate and/or make temporary repairs of the Craven  
27 Property in an amount to be established according to proof at trial.

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PRAYER

WHEREFORE Plaintiff prays for judgment against Defendant Paul M. Shore aka Pauly Shore and DOES 1 through 25, inclusive, and each of them, as follows:

1. For special and compensatory damages according to proof;
2. For costs of the investigation fees for the Craven Property, as an essential component of the cost to repair the Craven Property;
3. For prejudgment interest;
4. For diminution in value damages;
5. For loss of use and enjoyment of the Craven Property;
6. For abatement of the nuisance;
7. For costs of suit incurred herein; and
8. For such other an further relief and the court may deem just and proper in this matter.

DATED: June 19, 2007

GRANT, GENOVESE & BARATTA, LLP

By: 

JAMES M. BARATTA

JASON S. ROBERTS

Attorneys for Plaintiff, WESLEY E. CRAVEN, an individual and trustee of the WES CRAVEN FAMILY TRUST