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CLARENCE E. CABELL, County Clerk

1 LEVY, KOSZDIN & WOODS
2 8155 Van Nuys Boulevard
3 Suite 908
4 Panorama City, CA 91402
5 (213) 781-1503

6 Attorneys for Plaintiff

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

NCC12127B

URL 14050

11 ANTONIO ROMERO,) No. _____
12 Plaintiff,) COMPLAINT FOR DAMAGES
13 vs.) (Products Liability & Negligent
14 DOE I, DOE II, DOE III, DOE IV,) Maintenance
15 DOE V,)
16 Defendants.)

18 FIRST CAUSE

19 I

20 Plaintiff is, and at all times mentioned herein was, a
21 resident of Los Angeles County, State of California.

22 II

23 Defendant, Doe I, is and at all times herein mentioned
24 was, a corporation organized and existing under the laws of the
25 State of California and doing business in California.

26 III

27 Defendant, Doe I, is and at all times herein mentioned
28 was, engaged in the business of manufacturing, designing and
29 producing plastics made of Polyvinyl Chloride for sale to and use
30 by members of the general public; plaintiff is informed and believes,
31 and on such information and belief alleges, as part of its business
32 designed and delivered for use to R & G

1 Sloan Manufacturing Company, the polyvinyl chloride products
2 herein referred to.

3
4 IV

5 DOE II is, and at all times herein mentioned was,
6 engaged in the business of inspecting and selling the hereinabove
7 described polyvinyl chloride material manufactured by defendant,
8 DOE I, at wholesale and retail to R & G Sloan Manufacturing
9 Company of the County of Los Angeles, State of California, plain-
10 tiff's employer.

11 V

12 Defendants intended that the polyvinyl chloride product
13 manufactured, designed and supplied by it was to be used for the
14 purpose of producing plastic objects and parts.

15 VI

16 At the time of the manufacturing, assembling, supplying
17 and sale of the PVC product, and at all times herein mentioned,
18 defendant DOE II knew that the defective product would be
19 purchased and used without inspection for defects by the ultimate
20 user.

21 VII

22 Prior to all times mentioned herein, plaintiff's
23 employer, R & G Sloan Manufacturing Company, purchased the PVC
24 product referred to in paragraph III, from DOE I, at its place of
25 business or directly from defendant, DOE II, at its place of
26 business. Said defendants knew that employees of R & G Sloan Manu-
27 facturing Company would be users thereof.

28 VIII

29 On or about June 15, 1959 and continuing through October
30 1974, while employed as a machine operator for his employer, R & G
31 Sloan Manufacturing Company, and at the direction of his superiors,
32 plaintiff was using said defective product in a way intended by
defendants to be used.

IX

1
2 On or about November 11, 1974, plaintiff was told for
3 the first time by a physician that his hospitalizations on or
4 about December 12, 1972 and November 10, 1973 and November 10, 1974,
5 as well as his resulting health problems, were due to his
6 exposure to defendants' polyvinyl chloride product. Plaintiff did
7 not know nor in the exercise of reasonable care could he have
8 ascertained or known prior to November 11, 1974 that his pro-
9 gressively deteriorating health problems were due to his exposure
10 to defendants' PVC product.

X

11
12 At the time of sale, and at all times herein mentioned,
13 said PVC product was defective, said defects consisting of the
14 failure or omission or parts therein, thereby causing the inhalation,
15 ingestion and absorption by plaintiff, who was at the time of
16 injury using such PVC product for said employer.

XI

17
18 Defendants, at the time of sale and at times herein
19 mentioned, failed to give directions or warnings as to the use of
20 the product, to prevent it from being unreasonably dangerous and
21 unsafe for its intended use.

XII

22
23 As a proximate result thereof, plaintiff sustained severe
24 personal injuries to his internal organs and system, and serious
25 permanent injuries to his health, strength and activity, and
26 severe shock to his nervous system, as well as mental suffering,
27 distress and mental injuries and illness, and was caused to suffer
28 extreme physical and mental pain, all to his general damages in the
29 sum of \$500,000.00.

XIII

30
31 As a further proximate result thereof, the plaintiff was
32 required to and did employ, through his employer, R & G Sloan

1 Manufacturing Company, physicians and surgeons, or other medical
2 persons, to examine, treat and care for him, and incurred additional
3 medical expenses for hospital bills and other incidental medical
4 expenses and that the full amount has not yet been fully ascer-
5 tained, and plaintiff will ask leave to amend this complaint to
6 insert the amount thereof when the same has been ascertained.
7 Plaintiff is informed and believes, and on information and belief
8 alleges, that as a proximate result of the defect and injuries
9 hereinabove described, plaintiff will be required to incur
10 additional medical expenses, the exact amount of which is unknown.
11 Plaintiff will ask leave to amend this complaint to insert the
12 correct amount of such expense when ascertained.

IVX

14 As a further proximate result thereof, plaintiff was
15 prevented from attending to his usual occupation and thereby
16 suffered lost earnings. Plaintiff is informed and believes, and on
17 information and belief alleges, that he will thereby be prevented
18 from attending to his usual occupation for a period in the
19 future that he cannot now ascertain, and will thereby sustain
20 further loss of earning. Plaintiff will ask leave of the court to
21 amend this complaint to set forth the amount of such damages when
22 fully ascertained.

XV

24 That the true names or capacities, whether individual,
25 corporate, associate, or otherwise, of defendants I through V,
26 inclusive, are unknown to plaintiff, who therefore sues said
27 defendants by such fictitious names and will ask leave to amend
28 this complaint to show their true names and capacities when the
29 same has been ascertained.

30 * * *

31 * * *

32 * * *

URL 14054

1 WHEREFORE, plaintiff prays judgment against defendants
2 as follows:

- 3 1) General damages in the sum of \$500,000.00;
4 2) Special damages for medical and incidental expenses
5 according to proof;
6 3) Loss of earnings according to proof;
7 4) Such other and further relief as the Court deems just
8 and proper.
9

10 Dated November 10, 1975.
11

12 Respectfully submitted,
13 LEVY, KOSZDIN & WOODS
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15 By Leonard L. Freedman
16 Attorney for Plaintiff
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