

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

IN THE LAKE CIRCUIT/SUPERIOR COURT  
CAUSE NO. 2010-CV-2-19  
CLERK'S OFFICE

- [1] **DESHEENA ADAMS**, individually, and as mother and next friend of  
[2] **C.B.1**, MICHAEL ALFREDO  
[3] **C.B.2**, CLERK LAKE CIRCUIT COURT  
[4] **C.H.** and  
[5] **C.A.**,  
[6] **ROBERTO CABELLO, JR.**,  
[7] **MARK COLE**,  
[8] **RHONDA COLLIER**, individually, and as mother and next friend of  
[9] **J.J.**,  
[10] **ARCELIA CRUZ**,  
[11] **ANGELINA GUTEIRREZ DE CRUZ**,  
[12] **LETICIA M. DE LUNA**, individually, and as mother and next friend of  
[13] **S.C.**,  
[14] **I.L.**,  
[15] **I.O.**, and  
[16] **C.D.**,  
[17] **DONETTA DILLON**, individually, and as mother and next friend of  
[18] **A.D. 1**,  
[19] **A.D.2**,  
[20] **A.J.**,  
[21] **D.S. 1**,  
[22] **D.S.2**,  
[23] **D.S.3**, and  
[24] **D.S.4**,  
[25] **LIDUVINA ESPINOSA**,  
[26] **ANGELA ESPINOZA**, individually, and as mother and next friend of  
[27] **A.E.1**,  
[28] **R.E.**,  
[29] **N.C.**,  
[30] **A.C.**, and  
[31] **K.C.**,  
[32] **MARIBEL GAMEZ**, individually, and as mother and next friend of  
[33] **A.G.1** and  
[34] **A.H.G.**,  
[35] **MICHELLE GARCIA**, individually, and as mother and next friend of

[36] **E.C.**,  
[37] **G.G.**,  
[38] **M.G.**,  
[39] **A.G.2**, and  
[40] **J.G.**,  
[41] **STEPHANIE GRIFFIN**,  
[42] **RONNITA HALL**,  
[43] **KENDRA MABRY**, individually, and as mother  
and next friend of  
[44] **K.W.1**,  
[45] **M.C.1**,  
[46] **M.C.2**,  
[47] **J.W.1**, and  
[48] **J.W.2**,  
[49] **AFRICA MCKINNEY**, individually, and as  
mother and next friend of  
[50] **J.A.**,  
[51] **J.M.**, and  
[52] **D.W.**,  
[53] **VANESSA MCKINZEY**, individually, and as  
mother and next friend of  
[54] **A.W.** and  
[55] **D.M.**,  
[56] **WILLIE MOORE**,  
[57] **MINERVA RAMIREZ**, individually, and as  
mother and next friend of  
[58] **D.R.1**,  
[59] **C.R.**, and  
[60] **M.R.**,  
[61] **ANGELENE RIVERA**, individually, and as  
mother and next friend of  
[62] **D.R.2**,  
[63] **A.R.1**, and  
[64] **A.R.2**,  
[65] **JOSE BLAS CRUZ ROQUE**, individually, and as  
father and next friend of  
[66] **L.C.C.**,  
[67] **DENNIS RUFFINS**, individually, and as father  
and next friend of  
[68] **I.W.** and  
[69] **L.W.**,  
[70] **DESHUN SANDERS**,  
[71] **ANGELA THORNTON**, individually, and as  
mother and next friend of  
[72] **J.P.**,

[73] **MAXINE TUCKER**, individually, and as mother  
and next friend of  
[74] **A.E.2**,  
[75] **O.G.1**,  
[76] **O.G.2**, and  
[77] **L.G.**,  
[78] **VALERIE MALLETTE**,  
[79] **BREANNA WASHINGTON**, individually, and as  
mother and next friend of  
[80] **C.W.** and  
[81] **K.W.2**,  
[82] **LASHARDAY WHITE**, individually, and as  
mother and next friend of  
[83] **A.M.** and  
[84] **J.D.**,

Plaintiffs,

v.

[1] **CITY OF EAST CHICAGO**,  
[2] **EAST CHICAGO HOUSING AUTHORITY**,  
[3] **SCHOOL CITY OF EAST CHICAGO**,  
[4] **EAST CHICAGO DEPARTMENT OF PUBLIC  
AND ENVIRONMENTAL HEALTH**,  
[5] **INDIANA DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT**,  
[6] **INDIANA STATE DEPARTMENT OF  
HEALTH**, and  
[7] **STATE OF INDIANA**,

Defendants.

**AMENDED COMPLAINT FOR DAMAGES AND OTHER  
RELIEF AND REQUEST FOR TRIAL BY JURY**

The Plaintiffs, **DESHEENA ADAMS**, and **C.B.1, C.B.2, C.H. and C.A.** by DESHEENA ADAMS as their mother and next friend, **ROBERTO CABELLO, JR., MARK COLE, RHONDA COLLIER**, and **J.J.** by RHONDA COLLIER as his/her mother and next friend, **ARCELIA CRUZ, ANGELINA GUTEIRREZ DE CRUZ, LETICIA M. DE LUNA**, and **S.C., I.L., I.O., and C.D.** by LETICIA M. DE LUNA as their mother and next friend, **DONETTA**

**DILLON**, and **A.D.1, A.D.2, A.J., D.S.1, D.S.2, D.S.3, and D.S.4** by DONETTA DILLON as their mother and next friend, **LIDUVINA ESPINOSA, ANGELA ESPINOZA, and A.E.1, R.E., N.C., A.C., and K.C.** by ANGELA ESPINOZA as their mother and next friend, **MARIBEL GAMEZ, and A.G.1 and A.H.G.** by MARIBEL GAMEZ as their mother and next friend, **MICHELLE GARCIA, and E.C., G.G., M.G., A.G.2, and J.G.** by MICHELLE GARCIA as their mother and next friend, **STEPHANIE GRIFFIN, RONNITA HALL, KENDRA MABRY, and K.W.1, M.C.1, M.C.2, J.W.1, and J.W.2** by KENDRA MABRY as their mother and next friend, **AFRICA MCKINNEY, and J.A., J.M., and D.W.** by AFRICA MCKINNEY as their mother and next friend, **VANESSA MCKINZEY, and A.W. and D.M.** by VANESSA MCKINZEY as their mother and next friend, **WILLIE MOORE, MINERVA RAMIREZ, and D.R.1, C.R., and M.R.** by MINERVA RAMIREZ as their mother and next friend, **ANGELENE RIVERA, and D.R. 2, A.R.1, and A.R.2** by ANGELENE RIVERA as their mother and next friend, **JOSE BLAS CRUZ ROQUE, and L.C.C.** by JOSE BLAS CRUZ ROQUE as his/her father and next friend, **DENNIS RUFFINS, and I.W. and L.W.** by DENNIS RUFFINS as their father and next friend, **DESHUN SANDERS, ANGELA THORNTON, and J.P.** by ANGELA THORNTON as his/her mother and next friend, **MAXINE TUCKER, and A.E.2, O.G.1, O.G.2, and L.G.** by MAXINE TUCKER as their mother and next friend, **VALERIE MALLETTTE, BREANNA WASHINGTON, and C.W. and K.W.2** by BREANNA WASHINGTON as their mother and next friend, and **LASHARDAY WHITE, and A.M. and J.D.** by LASHARDAY WHITE as their mother and next friend, and complain of the Defendants, **CITY OF EAST CHICAGO** (the “City”), **EAST CHICAGO HOUSING AUTHORITY (“EHCA”), SCHOOL CITY OF EAST CHICAGO (“SCEC”), EAST CHICAGO DEPARTMENT OF PUBLIC AND ENVIRONMENTAL HEALTH (“ECDPEH”), INDIANA DEPARTMENT OF**

**ENVIRONMENTAL MANAGEMENT (“IDEM”), INDIANA STATE DEPARTMENT OF HEALTH (“ISDH”) and STATE OF INDIANA.** Pleading hypothetically and in the alternative, the Plaintiffs allege as follows:

**INTRODUCTION**

1. The Plaintiffs bring claims against the Defendants under Indiana law in order to recover monetary damages and other relief, in order to help redress losses they suffered as a result of the Defendants’ tortious actions and/or omissions.

2. The Defendants allowed the Plaintiffs to reside on land they knew was contaminated with dangerously high levels of toxic substances, including lead and arsenic, and: a) failed to warn the Plaintiffs of the danger; b) actively concealed the danger from the Plaintiffs; c) allowed their agents and others to conceal the danger from the Plaintiffs; and/or d) assisted others in concealing the danger from the Plaintiffs.

3. For much of the twentieth century, industries operated near the intersection of 151<sup>st</sup> Street and Kennedy Avenue in East Chicago, Indiana (the “Site Center”), and northwest of the Site Center; over the course of decades, these industries released toxic pollutants into the environment including lead and arsenic.

4. These pollutants remain in the environment at dangerously high levels – in the soil and groundwater in particular – through the present day.

5. The Plaintiffs neither knew nor had reason to know of the dangerous substances in and around their homes, yards, school and neighborhood, or the risks these substances posed to their health.

6. The Plaintiffs and, as applicable, their parents were unaware of the chemical contamination and attendant physical risks.

7. The toxic contamination, and the fact that residents and students who lived and attended school near the Site Center were being exposed to that contamination on a daily basis, was also well-known to the Defendants. Despite their knowledge, Defendants consistently failed to warn Plaintiffs and/or failed to take other steps to reduce or eliminate the Plaintiffs' exposure to these toxic conditions.

8. Plaintiffs seek damages for the physical and emotional harms caused by their exposure to lead, arsenic and other toxic contaminants, and for the financial and emotional harms caused by and for the financial and emotional harms caused by the intrusion of these contaminants onto their property, or into their homes and yards, all of which was a direct and proximate result of Defendants' failure to warn of the toxic contamination, Defendants' facilitating and allowing Plaintiffs to live and attend school on land that is essentially a toxic waste dump, and Defendants' concealment of the contamination and the risk it poses to Plaintiffs.

### **THE PARTIES**

9. At all relevant times, each Plaintiff was a resident of Lake County, Indiana.

10. At all relevant times, with the exception of four Plaintiffs,<sup>1</sup> each Plaintiff was a resident of the public housing development in East Chicago, Indiana, known as the West Calumet Housing Complex.

11. Many of the Plaintiffs attended Carrie Gosch Elementary School.

12. At all relevant times, each Plaintiff was exposed to lead, arsenic, and/or other toxic substances.

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<sup>1</sup> Plaintiffs MINERVA RAMIREZ, D.R.1, C.R. and M.R. were and are residents of a private, single family home located in what would become known as "Zone 1" of the Superfund Site. See below.

13. The City is a municipal corporation organized under the laws of the State of Indiana.

14. ECHA is a municipal corporation, pursuant to Indiana Code § 36-7-18-14, organized under the laws of the State of Indiana.

15. SCEC is a municipal corporation, pursuant to Indiana Code § 36-1-2-10, organized under the laws of the State of Indiana.

16. ECDPEH is a municipal corporation, pursuant to Indiana Code§ 36-1-2-10, organized under the laws of the State of Indiana.

17. IDEM is a state agency organized under the laws of the State of Indiana.

18. ISDH a state agency organized under the laws of the State of Indiana.

19. The STATE OF INDIANA is one of the fifty states that comprise the United States of America.

#### **GENERAL ALLEGATIONS**

20. In about 1973, the City and the ECHA opened a public housing development called the West Calumet Housing Complex (the "Complex") on the Site, northwest of the Site Center, south of Carrie Gosch School.

21. As early as 1980, the Defendants knew or should have known that a serious environmental problem, and an unreasonably dangerous condition or conditions, existed on the land surrounding the Intersection – land on which the Complex, numerous private residences, and the Carrie Gosch School<sup>2</sup> stood.

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<sup>2</sup> Carrie Gosch School was established in the 1950's. A new facility of the same name was built to replace the old one in the 1990's, which was dedicated in 1999 and opened for the 2001 school year.

22. In 1980, one of the polluters received “interim status” under the Resource Conservation and Recovery Act (“RCRA”) – identifying it as a hazardous waste management facility.

23. In 1985, ISDH found lead particulates downwind of one of the polluters and finds the polluter to be in violation of Indiana law.

24. In 1985, United States Representative Pete Visclosky asked the United States Environmental Protection Agency (“EPA”) to designate the area surrounding the Site Center to be a “Superfund” site under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (“CERCLA”); Visclosky did so because ISDH had found lead contamination in the area surrounding the Site Center.

25. In 1992, an area near the Site Center was proposed for the Superfund National Priorities List (“NPL”), meaning that the area warranted remedial action.

26. In 1997, ISDH officials visited the area near the Site Center and noted that an elementary school (Carrie Gosch) was then being built on or near land once occupied by one of the polluters, and that residents of the Complex were growing gardens<sup>3</sup> on or near land once occupied by another one of the polluters.

27. In July, 1997, IDEM found lead levels as high as 1,400 ppm in surface soil on the Carrie Gosch property, which is more than double the maximum acceptable level.

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<sup>3</sup> Plaintiff Willie Moore resided at the Complex from the 1970’s until she was displaced in late 2016 or early 2017. During that time she maintained a vegetable garden outside her door at the Complex in the summers. Even though ISDH had identified and expressed concern over residents’ gardens at the Complex as early as 1997, no one ever told Moore that there was any danger until just after July 25, 2016, when she became aware of a letter from East Chicago mayor Anthony Copeland advising her and the other tenants of the Complex to relocate because it was “highly contaminated with lead and arsenic [a known carcinogen].”

28. In August, 1997, IDEM noted in an internal memorandum that concerns had been raised about the fact that Carrie Gosch elementary school was being built on land that was contaminated with lead.

29. SCEC knew or should have known that Carrie Gosch School had been built on a toxic waste dump, and that students who attended that school were being exposed to highly toxic and chemicals including lead and arsenic, a known carcinogen.

30. Despite that knowledge, SCEC failed to warn the Plaintiffs and their parents of the dangers of attending an elementary school on land that was contaminated with toxic chemicals.

31. The toxic pollutants exist in dangerously high levels in the soil and groundwater within about a half-mile radius of the Site Center (the "Superfund Site" or the "Site"), and may exist at higher than normal levels within about a mile radius of the Site Center.

32. The toxic pollutants remain in the environment at levels high enough to require the Carrie Gosch elementary school (built on the Site, northwest of the Site Center) to close its doors less than twenty years after its dedication on August 29, 1999.

33. In May, 1998, ISDH prepared a report indicating that over 30 percent of children residing at or near the Complex, who had been tested in the study, had unacceptably high (greater than 10 mg/dL) levels of lead in their blood. The report indicated that lead exposure had consistently occurred in the area near the Complex, but noted that soil samples had not been taken near the homes of the children with elevated levels of lead, and that the status of remediation of the land on which Carrie Gosch school stood was unclear. The report recommended, among other things, that the area near Carrie Gosch School be remediated to prevent future exposure and that the soil near the affected children's homes be tested.

34. In 2003, more than half of 83 soil samples taken from residential yards near the Complex and the Site Center contained an unacceptably high (greater than 400 ppm) level of lead.

35. In 2004, the Site was referred to the EPA's Superfund program under CERCLA.

36. In 2006, fourteen residential properties at the Site were tested for lead contamination; twelve were revealed to have lead contamination in excess of 1,200 ppm – far higher than the 400 ppm standard.

37. In 2007, IDEM was involved in testing for contamination related to the transition of the Site to the Superfund program under CERCLA.

38. In 2008, IDEM was involved in proposing that portions of the Site be placed on the NPL, fifteen years after it was first proposed.

39. In 2008, contaminated soil was removed from 13 residential properties at the Site on an emergency basis.

40. In 2009, the Site is officially placed on the NPL.

41. In 2009 and 2010, high levels of lead and arsenic are detected in residential yards on the Site; the highest levels of lead and arsenic are detected within the Complex.

42. In 2011, contaminated soil was removed from more residential properties at the Site on an emergency basis.

43. Plaintiff MINERVA RAMIREZ now believes that the activity she observed around her home on the 4900 block of Grasselli in East Chicago it was part of the 2011<sup>4</sup> emergency soil removal. MINERVA RAMIREZ observed City workers and City vehicles at locations where she sometimes saw other workers wearing what she describes as “space suits” – likely “hazmat suits.”

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<sup>4</sup> MINERVA RAMIREZ has lived in the same residence for decades, and is not certain that what she witnessed occurred in 2011, but she currently believes that to be the case.

On at least several occasions, MINERVA RAMIREZ asked City workers what they were doing and if everything were "O.K." The City workers replied that there was nothing to worry about and that she should not bother herself about it. At no time during the interactions described above did the City workers inform MINERVA RAMIREZ that they were testing for or remediating lead or any other contaminants or that any danger might exist. At the time, MINERVA RAMIREZ assumed that the activity was associated with repairs to a natural gas main.

44. A significant time after the events described in the preceding paragraph, the EPA and, upon information and belief, officials from IDEM and the City, contacted MINERVA RAMIREZ and suggested that the soil in her yard should be removed and remediated. It was only then that MINERVA RAMIREZ realized what the workers she had seen previously were doing.

45. In 2014 the polluters reached a settlement agreement with the United States and/or the EPA under which they contributed \$26 million to the superfund trust, and under which an "operating unit" (an area in which remediation activity will take place) on the Site was identified and was divided into three zones. The Complex and Carrie Gosch School were located in Zone 1. Zones 2 and 3 consist primarily of private, residential homes.

46. On July 25, 2016, East Chicago mayor Anthony Copeland abruptly sent a letter to the residents of the Complex, advising them to relocate because the Complex was "highly contaminated with lead and arsenic."

47. The City claimed it sent the letter and took the action described above because it had only just recently learned of the danger itself. The City's claims are simply false. As set forth above: in 1985, United States Representative Pete Visclosky called for the Site to be referred to the Superfund program; in 1997, officials from IDEM and ISDH mused that, perhaps it was not a good idea to build an elementary school on what amounts to a toxic waste dump, and informed

SCEC of their concern; MINVERVA RAMIREZ and others observed City and ECHA personnel working in concert with EPA and IDEM personnel on testing for and remediation of toxic contamination.

48. Plaintiff KENDRA MABRY, a former resident of the Complex, observed workers digging holes in yards at the Complex. Among the workers were ECHA personnel, City workers, and City vehicles (for example, on at least one occasion, KENDRA MABRY observed City workers and City vehicles performing traffic control when other trucks and apparatus were blocking the road). On at least several occasions, KENDRA MABRY asked these workers what they were doing. Just as they had done with MINERVA RAMIREZ, the workers told KENDRA MABRY there was nothing to worry about. One worker even told her flippantly that they were “digging for dead bodies.” At no time prior to Mayor Copeland’s July 25, 2016 letter did anyone inform KENDRA MABRY that there was, or could potentially be, any danger related to toxic contamination of the Site.

49. Similarly, Plaintiff DENNIS RUFFINS observed ECHA workers spreading wood chips on areas in the Complex where exposed soil existed. DENNIS RUFFINS inquired as to what the workers were doing and was told simply that the wood chips were part of a landscaping and beautification project. DENNIS RUFFINS later learned that the wood chips were intended to keep the contaminated soil from blowing in the air and being breathed and ingested by Complex residents. At no time prior to Mayor Copeland’s July 25, 2016 letter did anyone inform DENNIS RUFFINS that there was, or could potentially be, any danger related to toxic contamination at the Site. Other residents echoed DENNIS RUFFINS experience.

50. Upon information and belief, the workers spreading the wood chips were directed by City personnel and/or ECHA personnel to falsely tell residents like DENNIS RUFFINS that the wood chips were just part of a beautification project.

51. With the exception of the Plaintiffs, MINERVA RAMIREZ, D.R.1, C.R. and M.R. (the “Ramirez Plaintiffs”), the Plaintiffs are all former residents of the Complex.

52. The Ramirez Plaintiffs were and are residents of a private, single family home in Zone 3 of the Superfund Site, within Lake County, Indiana.

53. In 2016 a significant percentage, if not a majority, of Plaintiffs had recently moved to the Complex from various locations in Illinois – the result of a shortage of affordable housing choices in Illinois and elsewhere. Such persons had no personal knowledge of the Site’s history, and were never warned of the danger presented by the “highly contaminated” environment at the Site. Even those like Plaintiff WILLIE MOORE, who had lived at the Complex for *three decades* and had planted a vegetable garden there each summer, was never warned of the danger until she learned of Mayor Copeland’s July 25, 2018 letter. If thirty-year resident WILLIE MOORE did not know of the danger, relatively recent transplants, like KENDRA MABRY and DENNIS RUFFINS, had no chance to find out before Mayor Copeland sent his letter.

54. In the face of all that is recounted above, the City and ECHA were still signing leases and moving families *into* the Complex as late as September, 2016.

55. A has been widely reported after Mayor Copeland sent his July 25th letter and created a media maelstrom, each of the Site’s residents was exposed to dangerously high levels of toxic substances that were present in the soil, groundwater and air in and around the Site including lead and arsenic, a known carcinogen.

56. A significant number of the Plaintiffs attended Carrie Gosch Elementary School.

57. Like the Complex and residential areas Zones 2 and 3 of the Superfund Site, the land upon which Carrie Gosch School was built was heavily contaminated with lead, arsenic, and/or other highly toxic substances due to the fact that the school was built on land that had been used for lead manufacturing (the Complex and Carrie Gosch School are in Zone 1 of the Superfund Site).

58. The Complex was operated by the City through its agency, ECHA.

59. The City and ECHA knew or should have known that the soil in and around the Site was toxic, and that living at the Complex, and in Zones 2 and 3, exposed residents to serious and permanent health risks.

60. The City and ECHA failed to disclose the pollution and resulting profound health risks to the Plaintiffs.

61. As recounted above, prior to Mayor Copeland's July 25, 2018 letter, the City and ECHA actively concealed the pollution and health risks from the Plaintiffs.

62. In the late 1960's, authorities in East Chicago, Indiana, began the process of developing a large-scale public housing complex, which would become the Complex.

63. In 1966, while engaged in a search for land for the Complex, then-Executive Director of the Housing Authority, Benjamin Lesniak, as reported by the Chicago Tribune, remarked that there "was little available land except in areas which are surrounded by industries and undesirable residential areas."

64. With unpolluted land at a premium, the City and ECHA concluded that they could either expend resources to "tear down existing deteriorating structures and replace them with public housing units" and locate the Complex in an area suitable to residential housing or, as they

ultimately chose to do, build the structure on a vacant area surrounded by industries that were undesirable residential areas.

65. The City and ECHA chose land that had recently been vacated by the Anaconda Lead Products Company ("Anaconda"), which manufactured white lead and zinc oxide from 1938 to 1965.

66. The land was also surrounded by the U.S. Smelter and Lead Refinery, Inc. ("USS Lead"), which operated a primary lead smelter from 1920 through 1973.

67. In 1973, USS Lead continued its lead operations, but converted to secondary smelting, recovering lead from scrap metal and old automobile batteries.

68. USS Lead finally ceased its lead operations in the area in about December 1985.

69. Also nearby the Complex, and sufficiently close to continue to contaminate the Complex, are two lead facilities operated by Hammond Lead Products, LLC, Hammond Group, Inc., Halstab, LLC, and Halox, LLC.

70. Further, near the Complex, and sufficiently close to continue to contaminate the Complex and surrounding areas within the Superfund Site, were other industries including a chemical plant that had manufactured the insecticide lead arsenate.

71. Put simply, the site on which the Complex was constructed was surrounded and inundated by lead manufacturing and the production of other toxic substances.

72. As a result of the manufacturing the soil and environment in and around the area where the Complex was constructed was saturated with toxic substances, including lead and arsenic, which are extremely hazardous to human health and wellbeing.

73. As a July 6, 2016 flyer sent by the United States Environmental Protection Agency ("EPA") to Complex residents explained: "High levels of lead have been found in yards in the

West Calumet Housing Complex in East Chicago. Exposure to high levels of lead can cause a range of health effects, from behavioral problems and learning disabilities to seizures and death. Children 6 years old and younger are most at-risk because their bodies are growing quickly, and the effects of the lead can cause problems.”

74. Soil testing data available on the EPA's website also shows lead and arsenic levels in and around the Complex that is many times greater than levels considered hazardous.

75. In late 1969, the developers of the Complex had initially decided to take an option on 15 acres of land then-owned by the Sinclair Refinery on Columbus Drive, just west of Roosevelt High School.

76. But then-Mayor of East Chicago, John B. Nicosia, reportedly became upset at the developer's decision and instead arranged for the Complex to be located on the old Anaconda property.

77. The City and Housing Authority decided to move forward with construction of the Complex on the inexpensive and less politically troublesome spot, despite their knowledge of the lead and other contamination.

78. In 1970, the construction contracts were signed and construction on the Complex began.

79. Construction was completed in or about 1973, and residents moved in shortly thereafter.

80. For the next forty plus years, the City and ECHA operated the Complex without taking any measures to remediate the hazardous substances in the soil and air at the Complex or to otherwise protect the residents.

81. Further, the City and ECHA, despite knowing of the dangerous levels of lead and other substances, did not inform the residents of those dangers until July 25, 2016, when Mayor Anthony Copeland sent a letter to residents of the Complex notifying them of this danger.

82. The City and ECHA knew of the dangers for decades however.

83. For example, as referenced above, in 1985, the Indiana Department of Environmental Management ("IDEM") found lead contaminated soil adjacent to the Complex.

84. In the same year, ISDH discovered that some children who resided at the Complex had unacceptably high levels of lead in their blood.

85. In 1997, further samples and testing by IDEM and ISDH revealed contamination in and around the Complex and elevated levels of lead in children exposed to the area surrounding the Complex.

86. The City and/or ECHA were made aware of the results of those and other IDEM and ISDH investigations, but they never made residents aware of these findings in particular or the dangers of contamination in general.

87. There were also investigations by the EPA over the course of several decades, which concluded that the land on which the Complex was constructed constituted a superfund site in need of remediation.

88. Beginning in 1985, the EPA began testing and otherwise addressing the contamination at the Site.

89. In 1993, the EPA entered into an administrative order of consent with one of the corporate entities that operated around the Complex, USS Lead.

90. On September 3, 2014, the EPA filed a complaint against two other entities that either operated or were successors in interest to facilities that operated on or around the current location of the Complex.

91. The EPA entered into a consent decree with those entities on or about October 28, 2014, providing for a \$26 million settlement to provide cleanup costs.

92. Again, the City and/or ECHA were made aware of the EPA's findings.

93. The City and/or ECHA continued to lease or otherwise furnish residential units to persons at the Complex despite knowing that the property was exposed to and contaminated with hazardous substances, which posed serious risks to the health and wellbeing of the tenants.

94. The City and/or ECHA never informed current or prospective residents of the Complex of the contamination dangers or the findings of high lead levels in residents.

95. The pollution at the Complex, at Carrie Gosch School, and in other residential areas at or near the Superfund Site, and the fact that residents and students were being exposed to that pollution on a daily basis, was also well-known to the remaining governmental entities that have been named as Defendants in this action, ECDPEH and IDEM, ISDH and the STATE OF INDIANA. Despite these entities' knowledge, they failed to warn Plaintiffs or to take other steps to reduce or eliminate the Plaintiffs' exposure to these toxic conditions.

96. Each of the Defendants knew that the Plaintiffs were unaware of the contamination at the Complex, at Carrie Gosch School, and in other residential areas at or near the Superfund Site, knew that the Plaintiffs were unaware of the dangers to their health, and knew that the Plaintiffs were continuing to expose themselves to these dangers and health risks on a daily basis due to their lack of knowledge, yet the Defendants took no steps to warn the Plaintiffs.

97. In June 1958, construction began on the first iteration of Carrie Gosch Elementary School.

98. Construction was completed on the first iteration of Carrie Gosch School in 1959, with classes beginning in September of that year.

99. The land on which the first iteration of Carrie Gosch School was constructed stood atop of the former USS Lead property.

100. USS Lead continued to operate in close proximity to Carrie Gosch School until it ceased operation at the site in 1985.

101. Just six blocks south of the first iteration of Carrie Gosch School was Anaconda, which continued to manufacture white lead during the first five years of the school's existence.

102. In the 1990s, the need for new facilities led to the construction of the second iteration of Carrie Gosch Elementary School, which was built behind the first iteration, so that students could continue to attend class during the construction.

103. The new Carrie Gosch School was dedicated in August 1999.

104. For two or more years, the construction of the new building took place while students continued to attend the old building next door.

105. An IDEM office memo from August 28, 1997 stated, "Apparently during an ongoing lead exposure survey at and around the USS Lead facility located southeast of the former Anaconda Lead site, EPA noticed an ongoing construction project at the Carrie Gosch Elementary School, located six (6) blocks north of the former Anaconda site. The concern being the possibility of increased lead exposure to the school children associated with the construction project as well as, [sic] the past lead facilities operation in what is now a residential neighborhood."

106. The EPA's 1997 investigation uncovered levels of lead contamination sufficient to meet the EPA's threshold for emergency action.

107. Not long after the EPA determined that emergency remediation was necessary in soil around Carrie Gosch School, ECDPEH conducted screenings of children in the area, determining that 35% at that time demonstrated elevated levels of lead.

108. The two school buildings occupied Zone 1 of the Superfund Site along with the Complex.

109. Despite the contamination already suffered by children who attended Carrie Gosch School, the presence of dangerous levels of lead in soil samples, and the fear that construction would increase the dangers of lead exposure, construction of the new Carrie Gosch School continued as did classes right next door in the first iteration of the school.

110. Despite the dangers and the authorities' knowledge of them, SCEC never took steps to reduce students' exposure to lead and other chemicals, and never warned students and families of these dangers or of the findings of elevated lead levels in a significant percentage of students.

111. After decades of silence by the Defendants, on July 25, 2016, East Chicago Mayor Anthony Copeland sent letters to residents of the Complex, including the Plaintiffs, stating:

Dear Resident:

Your health and safety are always my first priority. When the City and the East Chicago Housing Authority ("ECHA") recently were informed by the EPA that the ground within the West Calumet Housing Complex was highly contaminated with lead and arsenic, we moved immediately to protect your safety, health, and welfare.

The identification of lead and arsenic poses potential dangers, and that is why I ordered the East Chicago Health Department to offer lead testing to you and your children. Now that we know the levels of lead in the ground in West Calumet Housing Complex, we feel it is in your best interest to temporarily relocate your household to safer conditions. ECHA is asking HUD to provide vouchers for safe, sanitary housing as soon as possible. Even though this may be a great

inconvenience to you, it is necessary to protect you and your children from possible harm.

The staff of ECHA, including the Section 8 staff will be assisting you in the coming days, and we will continue to provide you with information as soon as it becomes available.

We ask for your patience and cooperation in this process.

112. Prior to the letter, each Plaintiff did not know that he or she had been exposed to hazardous levels of lead or other toxins at the Complex.

113. Prior to the letter, each Plaintiff did not know that he or she had been injured by his or her exposure to hazardous levels of lead or other toxins at the Complex.

114. Prior to the letter, the Defendants never informed or warned the Plaintiffs of these dangers.

115. Plaintiffs had no reason to know that they had been exposed to dangerous levels of lead and arsenic prior to receiving the letter from the Mayor.

116. Although the EPA, IDEM, and ISDH collected samples from the Site and its residences for more than two decades prior, the EPA did not inform Plaintiffs or other residents that they had been exposed to dangerous levels of lead, arsenic or other toxic substances.

117. Prior to Plaintiffs' ultimate discovery of their exposure to hazardous levels of lead or other toxins, each Defendant acted intentionally to conceal from Plaintiffs that the soil and air in and around the Complex was contamination with dangerously high levels of hazardous substances such as lead arsenic, and other toxins.

118. As the July 6, 2016 EPA flyer acknowledged, "Lead is a naturally occurring heavy metal. It is commonly found at low levels in soil. Low levels of lead can be found in the air, water, food and dust in cities because of the widespread use of lead in man-made products. The federal

government regulates the amount of lead in the air, water and soil. The levels of lead at the West Calumet Housing Complex are much higher than normal levels because of past industrial operations at the property.”

119. The mere knowledge of lead in the soil meant nothing absent an understanding that the levels were dangerous to human health and wellbeing.

120. Each Plaintiff was exposed to hazardous levels of lead and/or other toxins while a resident of the Complex, while a student at the Carrie Gosch School and/or while a resident of the contaminated Zone 3 of the Superfund Site.

121. Each Plaintiff has suffered physical, mental, and emotional harm as a direct and proximate result of his or her exposure to the lead or other chemical contamination at the Complex, at the Carrie Gosch School and/or while a resident of the contaminated Zone 3 of the Superfund Site.

### **CAUSES OF ACTION**

122. The following is a non-exhaustive list of causes of action supported by the facts of this case. *ARC Constr. Mgmt., LLC v. Zelenak*, N.E.2d 692, 697 (Ind. Ct. App. 2012) (“Under Indiana’s notice pleading system, a pleading need not adopt a specific legal theory of recovery to be adhered to throughout the case.”). These causes of action shall not in any way limit the legal bases for liability or recovery in this case.

### **COUNT I (Negligence – Public Housing Plaintiffs v. The City and ECHA)**

123. Plaintiffs incorporate the allegations set forth above and below by reference.

124. The City and/or ECHA owed a duty of reasonable care to the Plaintiffs who resided at the Complex<sup>5</sup> (the “Public Housing Plaintiffs”).

125. Among other bases for that duty, as the owners and operators of the Complex, the City and ECHA entered into residential leases with the Public Housing Plaintiffs and for the benefit of the Public Housing Plaintiffs.

126. At the time of enacting those leases, the City and ECHA each knew that the soil and air in and around the Complex were contaminated with dangerous levels of lead, arsenic, and/or other hazardous substances.

127. The levels of lead, arsenic, and/or other hazardous substances in the air and soil at the Complex were an unreasonably dangerous condition.

128. The levels of lead, arsenic, and/or other hazardous substances constituted a latent defect.

129. The City and ECHA each had actual knowledge of that latent defect.

130. The levels of lead, arsenic, and/or other hazardous substances were unknown to the Public Housing Plaintiffs, such that they were unaware of the dangerous conditions.

131. Due to their ignorance of these dangers, each of the Public Housing Plaintiffs entered into leases to live at the Complex and resided at the Complex.

132. The Public Housing Plaintiffs did not know that, by residing at the Complex, they were exposing themselves and their families to extremely hazardous substances, including lead and arsenic.

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<sup>5</sup> (All Plaintiffs herein except the Ramirez Plaintiffs)

133. The levels of lead arsenic and/or other hazardous substances actually caused harm to each Public Housing Plaintiff.

134. The levels of lead, arsenic, and/or other hazardous substances foreseeably caused harm to each Public Housing Plaintiff.

135. Each Defendant actually knew or should have known that the lead, arsenic and other hazardous substances have the potential to cause serious harm to the Public Housing Plaintiffs.

136. As a direct and proximate result of each Defendant's breaches of its duties, the Public Housing Plaintiffs have suffered and continue to suffer financial, physical, mental, and emotional damage.

137. Each of the Public Housing Plaintiffs was a foreseeable person to suffer the exact type of injuries that each has suffered as a result of each Defendant's breach of its duties.

138. Each Public Housing Plaintiff has suffered financial, physical, mental, and emotional damages stemming directly from their exposure to lead, arsenic and other hazardous substances.

**COUNT II**  
**(Negligence – Plaintiffs Who Attended Carrie Gosch School v. The City and SCEC)**

139. Plaintiffs incorporate the allegations set forth above and below by reference.

140. In conjunction with the City, SCEC chose the location to build both the initial Carrie Gosch School and the new Carrie Gosch School.

141. SCEC and the City each knew and had reason to know that the soil and air in and around the schools were hazardous to the students.

142. The levels of lead, arsenic, and/or other substances in and around the schools are hazardous to human health and constitute an unreasonably dangerous condition.

143. The City and ECHA each knew of the levels of lead, arsenic, and/or other substances hazardous to human health.

144. The levels of lead, arsenic, and/or other substances hazardous to human health were not identifiable by the students or the parents who attended Carrie Gosch School.

145. The Plaintiffs who attended Carrie Gosch School were invitees in relation to the school, SCEC and the City.

146. The City and the SSCEC each owed a duty of care to the Plaintiffs who attended Carrie Gosch School to safeguard them and/or warn them of the dangers posed by the levels of lead, arsenic, and/or other substances hazardous to human health present in and around the Carrie Gosch School property.

147. The City and SCEC neither warned its students and parents of the dangerous condition of lead, arsenic, and/or other substances hazardous to human health, nor did it take steps to remedy the dangerous condition.

148. Injury to the Plaintiffs who attended Carrie Gosch School from exposure to lead, arsenic, and/or other substances hazardous to human health was foreseeable.

149. The Plaintiffs who attended Carrie Gosch School were each foreseeable victims of the type of harm that has befallen them, from exposure to lead, arsenic, and/or other substances hazardous to human health.

150. The Plaintiffs who attended Carrie Gosch School have each suffered damage as a result of exposure to lead, arsenic, and/or substances hazardous to human health at the Carrie Gosch Elementary property.

**COUNT III**  
**(Negligence – Public Housing Plaintiffs v.**  
**ECDPEH, IDEM, ISDH and the STATE OF INDIANA)**

151. Plaintiffs incorporate the allegations set forth above and below by reference.
152. ECDPEH, IDEM, ISDH, and the STATE OF INDIANA each owed a duty of reasonable care to the Public Housing Plaintiffs, including without limitation the duty to warn them of known risks to their health that had the potential to cause serious, life-altering injuries.
153. These Defendants each knew that the soil and air in and around the Complex, at Carrie Gosch School and nearby residential areas within the Superfund Site including Zone 3 were contaminated with dangerous levels of lead, arsenic, and/or other hazardous substances.
154. The levels of lead, arsenic, and/or other hazardous substances were a dangerous condition.
155. The levels of lead, arsenic, and/or other hazardous substances were unknown to the Public Housing Plaintiffs, such that they were unaware of the dangerous conditions.
156. Due to their ignorance of these dangers, each of the Public Housing Plaintiffs entered into leases to live at the Complex and resided at the Complex, and many of the Plaintiffs attended school at Carrie Gosch School.
157. The Public Housing Plaintiffs did not know that, by residing at the Complex and attending this school, they were exposing themselves and their families to extremely hazardous substances, including lead and arsenic.
158. The levels of lead, arsenic, and/or other hazardous substances actually caused harm to each Public Housing Plaintiff.
159. The levels of lead, arsenic, and/or other hazardous substances foreseeably caused harm to each Public Housing Plaintiff.

160. These Defendants took no action to inform the Public Housing Plaintiffs or otherwise to safeguard them from the dangerous condition.

161. Each Defendant actually knew or should have known that lead, arsenic and other hazardous substances have the potential to cause serious harm to the Public Housing Plaintiffs.

162. As a direct and proximate result of each Defendant's breaches of its duties, each of the Public Housing Plaintiffs has suffered and continues to suffer financial, physical, mental, and emotional damages.

163. Each of the Public Housing Plaintiffs was a foreseeable person to suffer the exact type of injuries that each has suffered as a result of each Defendant's breach of its duties.

164. Each Public Housing Plaintiff has suffered financial, physical, mental, and emotional damages stemming directly from their exposure to lead particles, arsenic and other hazardous substances.

**COUNT IV**  
**(Negligence – Ramirez Plaintiffs v. All Defendants)**

165. Plaintiffs incorporate the allegations set forth above and below by reference.

166. The City, ECDPEH, IDEM, ISDH, and the STATE OF INDIANA each owed a duty of reasonable care to the Ramirez Plaintiffs, including without limitation the duty to warn them of known risks to their health that had the potential to cause serious, life-altering injuries.

167. These Defendants each knew that the soil and air in and around the Ramirez Plaintiff's residence, within Zone 3 of the Superfund Site were contaminated with dangerous levels of lead, arsenic, and/or other hazardous substances.

168. The levels of lead, arsenic, and/or other hazardous substances were a dangerous condition.

169. The levels of lead, arsenic, and/or other hazardous substances were unknown to the Ramirez Plaintiffs, such that they were unaware of the dangerous conditions.

170. Further, the Defendants' actions and omissions, as set forth more fully above, lulled the Ramirez Plaintiffs into a false sense of security, denying them the chance to, among other things, remove themselves from the contaminated Site, refrain from actions (such as gardening and playing in the contaminated soil) that could increase their exposure to hazardous substances, and engage in remedial activities like removing contaminated dust from the inside of their residence.

171. Due to their ignorance of these dangers, each of the Ramirez Plaintiffs lost the chance to lessen their exposure to the hazardous substances in the air and soil at their residence.

172. The Ramirez Plaintiffs did not know that, by residing at their residence within Zone 3 of the Superfund Site, and that without taking remedial action and avoiding certain activities, they were exposing themselves and their families to extremely hazardous substances, including lead and arsenic.

173. The levels of lead, arsenic, and/or other hazardous substances actually caused harm to each Ramirez Plaintiff.

174. The levels of lead, arsenic, and/or other hazardous substances foreseeably caused harm to each Ramirez Plaintiff.

175. For years if not decades, even though they were well aware of the dangers, the Defendants took no action to inform the Ramirez Plaintiffs or otherwise to safeguard them from the dangerous condition.

176. Each Defendant actually knew or should have known that lead, arsenic and other hazardous substances have the potential to cause serious harm to the Ramirez Plaintiffs.

177. As a direct and proximate result of each Defendant's breaches of its duties, each of the Ramirez Plaintiffs has suffered and continues to suffer financial, physical, mental, and emotional damages.

178. Each of the Ramirez Plaintiffs was a foreseeable person to suffer the exact type of injuries that each has suffered as a result of each Defendant's breach of its duties.

179. Each Ramirez Plaintiff has suffered financial, physical, mental, and emotional damages stemming directly from their exposure to lead particles, arsenic and other hazardous substances.

**COUNT V**

**(Intentional Infliction of Emotional Distress – All Plaintiffs v. All Defendants)**

180. Plaintiffs incorporate the allegations set forth above and below by reference.

181. The conduct of the Defendants described above is extreme and outrageous.

182. The Defendants acted with reckless disregard toward the health, safety, and wellbeing of Plaintiffs and others.

183. The actions of Defendants described above were both the cause in fact and proximate cause of emotional distress to each Plaintiff.

184. Each Plaintiff suffered severe emotional distress as a results of the Defendants' actions including emotional distress owing to each Plaintiff's own exposure to hazardous substances and the emotional distress caused by the knowledge and witnessing of the harm forced upon other members of each Plaintiff's household and family.

**COUNT VI**

**(Negligent Infliction of Emotional Distress – All Plaintiffs v. All Defendants)**

185. Plaintiffs incorporate the allegations set forth above and below by reference.

186. Each Plaintiff was exposed to a disease-causing agent or substance, including hazardous levels of lead and arsenic, a known carcinogen.

187. The Defendants are responsible for exposing each Plaintiff to the disease-causing substances.

188. Each Plaintiff is currently suffering, or has suffered, from emotional distress associated with the fear of contracting a future disease or illness.

189. Each Plaintiff is currently suffering, or has suffered, from emotional distress associated with the fear of a family member or other closely related person contracting a future disease or illness as the result of the exposure to disease-causing agents or substances due to the actions of the Defendants.

190. The Plaintiffs who are guardians and/or parents of other Plaintiffs have suffered the anguish and distress of witnessing injury and infliction of exposure to hazardous substances upon the children in their care.

191. Each Plaintiff has been directly impacted by disease-causing substances as a direct result of the Defendants' actions.

192. The emotional distress suffered by each Plaintiff was proximately caused by exposure to the disease-causing substances.

193. Each Plaintiff's fear of contracting a disease or of a loved one contracting a disease as a result of exposure to disease-causing agents is reasonable.

194. Each Plaintiff has seen an increase in risk of disease as a result of his or her exposure to the disease-causing agent or substance.

**COUNT VII**  
**(Fraudulent Concealment – All Plaintiffs v. All Defendants)**

195. Plaintiffs incorporate the allegations set forth above and below by reference.
196. Prior to Plaintiffs' ultimate discovery of their exposure to hazardous levels of lead or other toxins, each Defendant acted intentionally to conceal from Plaintiffs that they were being exposed to toxic contamination.
197. The Defendants' false statements, their failure to speak up when they knew of the dangers presented to Plaintiffs by the toxic contamination, their actions and omissions described herein, and others to be shown by the evidence, were part of a long-standing policy of silence and dissembling intended to conceal the danger posed to Plaintiffs by the toxic contamination. This deprived the Plaintiffs of the chance to, among other things, remove themselves from the contaminated Site, refrain from actions (such as gardening and playing in the contaminated soil) that could increase their exposure to hazardous substances, and engage in remedial activities like removing contaminated dust from the inside of their residence.
198. The Plaintiffs reasonably relied on the Defendants' statements, silence, actions and omissions to their detriment.
199. The Defendants benefitted from their tortious actions in that they delayed the costs they incurred, and that they will continue to incur, after the dangers were finally made public with Mayor Copeland's letter of July 25, 2016.
200. As a direct and proximate result of their reasonable reliance upon the Defendants' statements, silence, actions and omissions, each Plaintiff suffered damages of a personal and pecuniary nature.

**COUNT VIII**  
**(Breach of Contract and Implied Warranty –**  
**Public Housing Plaintiffs v. ECHA and the City)**

201. Plaintiffs incorporate the allegations set forth above and below by reference.
202. In order to live at the Complex, the Public Housing Plaintiffs entered into lease agreements with ECHA substantially similar to the one attached hereto as **Exhibit A**.
203. ECHA is authorized to carry out rental abilities by the City as its agent.
204. By signing the lease agreement, the Public Housing Plaintiffs agreed to pay rent for residing at the West Calumet Housing Complex.
205. ECHA, as Management, was obligated to maintain the premises in a decent, safe and sanitary condition.
206. ECHA and the City promised and impliedly promised that the Complex was fit for human habitation.
207. ECHA and the City have admitted that the Complex is highly contaminated with lead and arsenic and, therefore, clearly not fit for human habitation.
208. ECHA and the City materially and irreparably breached its contracts and the implied warranty of habitability by failing to provide a safe environment for the Public Housing Plaintiffs and instead exposing the Public Housing Plaintiffs to a harmful and contaminated environment that is and was unfit for human habitation.
209. As a result of these Defendants' breach, the Public Housing Plaintiffs suffered damages for all amounts billed, charged and/or collected, whether paid or unpaid.
210. These Defendants' actions and/or omissions were the proximate cause of the Public Housing Plaintiffs' damages.
211. As a direct and proximate result of these Defendants' actions and/or failures to

act, Plaintiffs have suffered past, present and future personal injuries, including (but not necessarily limited to): various health problems, weight loss, shortened life expectancy, miscarriage, physical pain and suffering, mental anguish, medical expenses, medical monitoring expenses, wage loss, brain and developmental injuries, cognitive deficits, lost earning capacity, aggravation and exacerbation of pre-existing conditions, contract damages and exemplary damages.

### **COUNT IX (Nuisance)**

212. Plaintiffs incorporate the allegations set forth above and below by reference.

213. The contamination of soil and groundwater with lead, arsenic and other contaminants at, in, on, or beneath Plaintiffs' properties, and the contamination of the interior of Plaintiffs' properties, occurred and persists because of Defendants' acts and omissions including, but not limited to, their operation and maintenance of their facilities and equipment; their handling, storage, use, and disposal of hazardous substances; their failure to promptly and effectively address such contamination to prevent further migration of the contaminants; and/or their failure to abate such contamination known by Defendants to exist on Plaintiffs' properties.

214. For example, Defendants caused the lawns at the Complex to be mowed during dry weather, which in turn kicked up contaminated dust and allowed it to enter Plaintiff's homes and yards.

215. Defendants' contamination of Plaintiffs' homes, as well as Defendants' decades-long failure to address such contamination, has substantially interfered with Plaintiffs' reasonable use, development, and enjoyment of their properties.

216. Plaintiffs have incurred and continue to incur substantial damage as a result of

Defendants' contamination, constituting a continuing private nuisance.

**COUNT X**  
**(Trespass)**

217. Plaintiffs incorporate the allegations set forth above and below by reference.
218. Defendants had a duty to prevent hazardous substances, including lead and arsenic, used and created at their facilities, from contaminating Plaintiffs' homes, yards and properties.
219. Defendants also have a duty not to allow the continuance of this wrongful trespass.
220. Defendants breached these duties by their wrongful acts and omissions resulting in, among other things, the stirring up of contaminated soil thus causing the migration of such contamination into Plaintiffs' homes and yards without consent of Plaintiffs.
221. The invasion of Plaintiffs' homes, yards and other real properties, exclusively possessed by Plaintiffs, by contaminated soil and other contaminated materials, was due to unreasonable, unwarranted, and unlawful conduct of Defendants and constitutes a wrongful trespass upon Plaintiffs' properties.
222. As a result of Defendants' wrongful trespass, the lawful rights of Plaintiffs to fully use and enjoy their properties have been substantially interfered with, causing Plaintiffs substantial damage.

**PRAYER FOR RELIEF**

WHEREFORE, the Plaintiffs pray that this Court will enter judgment in their favor and against the Defendants, and for the following relief:

- A. damages in amounts that will fairly compensate each of them for the financial, physical and emotional losses, harms, injuries, and damages they have and will sustain as a result of Defendants' wrongdoing;
- B. punitive damages where allowed;
- C. attorneys' fees where allowed;
- D. an award of costs and expenses incurred in the prosecution of this case; and
- E. such further relief as may be fair and just in the premises.

Respectfully submitted,

ALEX MENDOZA LAW, LLC  
Attorney for Plaintiffs



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**PLAINTIFFS' REQUEST FOR TRIAL BY JURY**

The Plaintiffs request a trial by jury of all issues set forth herein that are capable of being tried by a jury.

Respectfully submitted,

ALEX MENDOZA LAW, LLC  
Attorney for Plaintiffs



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**CERTIFICATE OF SERVICE**

I certify that on the 9<sup>th</sup> day of July, 2018, service of a true and complete copy of the above and foregoing pleading or paper was made upon each party or attorney of record by electronic means, facsimile or depositing the same in the United States Mail in envelopes properly addressed to each of them and with sufficient first-class postage affixed.



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Alex Mendoza