

**SUMMONS**  
**(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

City of Hemet

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

George Gonzalez

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Riverside Historic Courthouse  
4050 Main Street, Riverside, CA 92501

CASE NUMBER:  
(Número del Caso):

**CVRI 2407184**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Trenton C. Packer (SBN 241057); 7095 Indiana Ave , Suite 200, Riverside, CA 92506; (951) 682-9311

DATE: 12/24/2024  
(Fecha)

Clerk, by J Blackwell, Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Trenton C. Packer (SBN: 241057) Grech, Packer, & Hanks 7095 Indiana Ave., Suite 200 Riverside, CA 92506  TELEPHONE NO.: (951) 682-9311 FAX NO. (Optional): (951) 682-4289 E-MAIL ADDRESS (Optional): tpacker@grechpackerlaw.com ATTORNEY FOR (Name): George Gonzalez	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 4050 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Riverside, CA 92501 BRANCH NAME: Riverside Historic Courthouse	
PLAINTIFF/PETITIONER: George Gonzalez DEFENDANT/RESPONDENT: State of California; City of Hemet; Patrick Sobaszek; Andrew Reynoso; Sean Irick; and DOES 1-10, inclusive	CASE NUMBER: CVRI2407184
<b>PROOF OF SERVICE OF SUMMONS</b>	Ref. No. or File No.: George Gonzalez

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
  - a.  summons
  - b.  complaint
  - c.  Alternative Dispute Resolution (ADR) package
  - d.  Civil Case Cover Sheet (served in complex cases only)
  - e.  cross-complaint
  - f.  other (specify documents): Certificate of Counsel; Notice of Case Management Conference; Notice of Department Assignment
3. a. Party served (specify name of party as shown on documents served):  
 City of Hemet
  - b.  Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):  
 Andrea Kornblau and Khouloud Pearson - Attorneys for Defendant City of Hemet
4. Address where the party was served:  
 Andrea.Kornblau@manningkass.com ; Khouloud.Pearson@manningkass.com
5. I served the party (check proper box)
  - a.  **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): \_\_\_\_\_ (2) at (time): \_\_\_\_\_
  - b.  **by substituted service.** On (date): \_\_\_\_\_ at (time): \_\_\_\_\_ I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3): \_\_\_\_\_
    - (1)  **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
    - (2)  **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
    - (3)  **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
    - (4)  I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): \_\_\_\_\_ from (city): \_\_\_\_\_ or  a declaration of mailing is attached.
    - (5)  I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: George Gonzalez DEFENDANT/RESPONDENT: State of California; City of Hemet; Patrick Sobaszek; Andrew Reynoso; Sean Irick; and DOES 1-10, inclusive	CASE NUMBER: CVRI2407184
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5. c.  **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): \_\_\_\_\_ (2) from (city): \_\_\_\_\_
- (3)  with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4)  to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d.  **by other means** (*specify means of service and authorizing code section*):  
I served the above-referenced documents via email to Defendant's attorneys Andrea Kornblau and Khouloud Pearson, who have agreed to accept electronic service of the documents.

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a.  as an individual defendant.
- b.  as the person sued under the fictitious name of (*specify*): \_\_\_\_\_
- c.  as occupant.
- d.  On behalf of (*specify*): \_\_\_\_\_

under the following Code of Civil Procedure section:

- |   |   |
|---|---|
| <input type="checkbox"/> 416.10 (corporation)                     | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation)             | <input type="checkbox"/> 416.60 (minor)                               |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee)                 |
| <input type="checkbox"/> 416.40 (association or partnership)      | <input type="checkbox"/> 416.90 (authorized person)                   |
| <input type="checkbox"/> 416.50 (public entity)                   | <input type="checkbox"/> 415.46 (occupant)                            |
|   | <input type="checkbox"/> other: _____                                 |

7. **Person who served papers**

- a. Name: Kayla Pena-Pham
- b. Address: 7095 Indiana Ave., Suite 200, Riverside, CA 92506
- c. Telephone number: 951-682-9311
- d. **The fee** for service was: \$ 0.00
- e. I am:
- (1)  not a registered California process server.
- (2)  exempt from registration under Business and Professions Code section 22350(b).
- (3)  a registered California process server:
- (i)  owner  employee  independent contractor.
- (ii) Registration No.: \_\_\_\_\_
- (iii) County: \_\_\_\_\_

8.  **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9.  **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: 01-07-2025

Kayla Pena-Pham

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

▶ 

(SIGNATURE)

Electronically FILED by Superior Court of California, County of Riverside on 12/24/2024 11:50 AM  
Case Number CVRI2407184 0000114965214 - Jason B. Galkin, Executive Officer/Clerk of the Court By Janelle Blackwell, Clerk

1 **GRECH, PACKER, & HANKS**  
Trenton C. Packer (SBN 241057)  
2 tpacker@grechpackerlaw.com  
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3 Riverside, CA 92506  
Phone: (951) 682-9311

4 *Attorneys for Plaintiff*

5  
6  
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **COUNTY OF RIVERSIDE**

9 GEORGE GONZALEZ,

10 Plaintiff,

11 vs.

12  
13 STATE OF CALIFORNIA; CITY OF  
HEMET; PATRICK SOBASZEK;  
14 ANDREW REYNOSO; SEAN IRICK;  
and DOES 1-10, inclusive,

15 Defendants.  
16  
17  
18  
19

Case No.: **CVRI2407184**

**COMPLAINT FOR DAMAGES**

1. Fourth Amendment—Excessive Force (42 U.S.C. §1983)
2. Municipal Liability—Ratification (42 U.S.C. §1983)
3. Municipal Liability—Inadequate Training (42 U.S.C. §1983)
4. Municipal Liability—Unconstitutional Custom, Practice, or Policy (42 U.S.C. §1983)
5. Battery
6. Negligence
7. Violation of Cal. Civil Code §52.1

**DEMAND FOR JURY TRIAL**

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**COMPLAINT FOR DAMAGES**

COMES NOW, Plaintiff GEORGE GONZALEZ, for his Complaint against Defendants CITY OF HEMET; STATE OF CALIFORNIA; PATRICK SOBASZEK; ANDREW REYNOSO; SEAN IRICK; and DOES 1-10, inclusive, and allege as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over Plaintiff’s claims pursuant to 28 U.S.C. §§1331 and 1343(a)(3)-(4) because Plaintiff asserts claims arising under the laws of the United States, including 42 U.S.C. §1983 and the Fourth Amendment of the United States Constitution.

2. This Court has supplemental jurisdiction over Plaintiff’s claims arising under state law pursuant to 28 U.S.C. §1367(a), because those claims are so related to the federal claims that they form part of the same case or controversy under Article III of the United States Constitution.

3. Venue in this judicial district is proper pursuant to 28 U.S.C. §1391(b) because all incidents, events, and occurrences giving rise to this action occurred within this district.

4. On or around July 8, 2024, Plaintiff served his comprehensive and timely claim for damages with the CITY OF HEMET and the STATE OF CALIFORNIA pursuant to applicable sections of the California Government Code. On July 15, 2024, the CITY OF HEMET rejected Plaintiff’s claim. On August 15, 2024, the STATE OF CALIFORNIA rejected Plaintiff’s claim.

**INTRODUCTION**

5. This civil rights and state tort action arises out of the January 24, 2024, use of excessive and unreasonable force, including deadly force, on Plaintiff GEORGE GONZALEZ by Defendant Officer PATRICK SOBASZEK

1 and Defendant Sergeant ANDREW REYNOSO, both CITY OF HEMET Police  
2 Officers, as well as Defendant Officer SEAN IRICK, a STATE OF  
3 CALIFORNIA Highway Patrol Officer. Plaintiff seeks compensatory damages,  
4 punitive damages, attorneys' fees, and costs from Defendants for violating  
5 various rights guaranteed to Plaintiff by the Bill of Rights, the United States  
6 Constitution, the California Constitution, and the laws of the State of California.

7 6. Defendants PATRICK SOBASZEK, ANDREW REYNOSO, SEAN  
8 IRICK, and DOES 1-10, inclusive, caused various injuries by directly shooting  
9 Plaintiff who was not an immediate threat of death or serious bodily injury as  
10 described herein, and/or by integrally participating or failing to intervene in the  
11 use of excessive and unreasonable force used against Plaintiff.

12 7. This action is in the public interest as Plaintiff seeks by means of  
13 this action to hold accountable those responsible for the shooting, and serious  
14 bodily injury inflicted by Defendants.

15

16

### PARTIES

17 8. At all relevant times, Plaintiff GEORGE GONZALEZ  
18 ("GONZALEZ") is and was an individual residing in the County of Riverside,  
19 California.

20 9. At all relevant times, Defendant CITY OF HEMET ("CITY") is and  
21 was a municipal corporation existing under the laws of the State of California.  
22 CITY is a chartered subdivision of the State of California with the capacity to  
23 be sued. CITY is responsible for the actions, omissions, policies, procedures,  
24 practices, and customs of its various agents and agencies, including the Hemet  
25 Police Department ("HPD") and its agents and employees. At all relevant times,  
26 Defendant CITY was responsible for assuring that the actions, omissions,  
27 policies, procedures, practices, and customs of the HPD and its employees and  
28 agents complied with the laws of the United States and of the State of California.

1 At all relevant times, CITY was the employer of Defendant Officer PATRICK  
2 SOBASZEK, Defendant Sergeant ANDREW REYNOSO, and DOES 1-7,  
3 inclusive. As set forth below, Plaintiff GONZALEZ alleges that Defendant  
4 CITY is directly liable for compensatory damages under federal law pursuant to  
5 *Monell v. Department of Soc. Svcs.*, 436 U.S. 658 (1978) and its progeny.  
6 Plaintiff GONZALEZ further alleges that Defendant CITY is vicariously liable  
7 for compensatory damages under Plaintiff's state law claims, given Plaintiff's  
8 allegations that the officers who committed the acts and omissions complained  
9 of herein were acting in the course and scope of their employment at the time  
10 that the acts and omissions occurred. Plaintiff makes no claim for punitive  
11 damages against the Defendant CITY.

12 10. At all relevant times, Defendant PATRICK SOBASZEK  
13 ("SOBAZCEK") was a duly appointed CITY Officer and/or employee or agent  
14 of CITY, subject to the oversight and supervision of CITY'S elected and non-  
15 elected officials. At all relevant times, Defendant SOBASZEK acted under color  
16 of law, to wit, under the color of the statutes, ordinances, regulations, policies,  
17 customs, and usages of Defendant CITY, the HPD, and under the color of the  
18 statutes and regulations of the State of California. At all relevant times,  
19 Defendant SOBASZEK acted within the course and scope of his employment as  
20 a CITY police officer. On information and belief, Defendant SOBASZEK is and  
21 was at all relevant times a resident of this judicial district. Defendant  
22 SOBASZEK used excessive and unreasonable deadly force against Plaintiff  
23 GONZALEZ.

24 11. At all relevant times, Defendant ANDREW REYNOSO  
25 ("REYNOSO") was a duly appointed CITY Sergeant and/or employee or agent  
26 of CITY, subject to the oversight and supervision of CITY'S elected and non-  
27 elected officials. At all relevant times, Defendant REYNOSO acted under color  
28 of law, to wit, under the color of the statutes, ordinances, regulations, policies,

1 customs, and usages of Defendant CITY, the HPD, and under the color of the  
2 statutes and regulations of the State of California. At all relevant times,  
3 Defendant REYNOSO acted within the course and scope of his employment as  
4 a CITY police officer. On information and belief, Defendant REYNOSO is and  
5 was at all relevant times a resident of this judicial district. Defendant REYNOSO  
6 used excessive and unreasonable deadly force against Plaintiff GONZALEZ.

7 12. At all relevant times, Defendants DOES 1-4 (“HPD DOE  
8 OFFICERS”) were Officers for the HPD, including but not limited to patrol  
9 officers, crisis negotiations officers, corporals, sergeants, field training officers,  
10 dispatchers, and other officers and agents of HPD. HPD DOE OFFICERS were  
11 acting under color of law within the course and scope of their duties as officers  
12 for the HPD. HPD DOE OFFICERS were acting with complete authority and  
13 ratification of their principal, Defendant CITY.

14 13. Defendants DOES 5-7 (“DOE SUPERVISORS”) are supervisory  
15 officers, officials, agents, and/or employees for the HPD who were acting under  
16 color of law within the course and scope of their duties as officials for the HPD.  
17 DOE SUPERVISORS were acting with complete authority and ratification of  
18 their principal, Defendant CITY. Defendants DOE SUPERVISORS are  
19 managerial, supervisory, and policymaking employees of the HPD, who were  
20 acting under color of law within the course and scope of their duties as  
21 managerial, supervisory, and policymaking employees for the HPD. DOE  
22 SUPERVISORS were acting with complete authority and ratification of their  
23 principal, Defendant CITY.

24 14. At all relevant times, Defendant STATE OF CALIFORNIA  
25 (“STATE”) has the capacity to be sued. STATE is responsible for the actions,  
26 omissions, policies, procedures, practices, and customs of its various agents and  
27 agencies, including the California Highway Patrol (“CHP”) and its agents and  
28 employees. At all relevant times, Defendant STATE was responsible for



1 assuring that the actions, omissions, policies, procedures, practices, and customs  
2 of the CHP and its employees and agents complied with the laws of the United  
3 States and of the State of California. At all relevant times, STATE was the  
4 employer of Defendant California Highway Patrol Officer SEAN IRICK and  
5 Defendant DOES 8-10, inclusive. Defendant STATE and CHP are not being  
6 sued individually or directly by this action but are parties to this action under  
7 the theory of *respondeat superior* as Defendant STATE is vicariously liable for  
8 the actions of its CHP officers.

9 15. At all relevant times, Defendant SEAN IRICK (“IRICK”) was a duly  
10 appointed STATE CHP Officer and/or employee or agent of CHP, subject to the  
11 oversight and supervision of STATE’S elected and non-elected officials. At all  
12 relevant times, Defendant IRICK acted under color of law, to wit, under the  
13 color of the statutes, ordinances, regulations, policies, customs, and usages of  
14 Defendant STATE, the CHP, and under the color of the statutes and regulations  
15 of the State of California. At all relevant times, Defendant IRICK acted within  
16 the course and scope of his employment as a CHP officer. On information and  
17 belief, Defendant IRICK is and was at all relevant times a resident of this  
18 judicial district. Defendant IRICK used excessive and unreasonable deadly force  
19 against Plaintiff GONZALEZ.

20 16. At all relevant times, Defendant DOES 8-10 (“CHP DOE  
21 OFFICERS”) were and are duly appointed CHP officers and/or employees or  
22 agents of Defendant STATE, including but not limited to patrol officers, crisis  
23 negotiations officers, corporals, sergeants, and field training officers, subject to  
24 the oversight and supervision of STATE’S elected and non-elected officials. At  
25 all relevant times, CHP DOE OFFICERS acted under color of law, to wit, under  
26 the color of the statutes, ordinances, regulations, policies, customs, and usages  
27 of Defendant STATE, the CHP, and under the color of the statutes and  
28 regulations of the State of California. At all relevant times, CHP DOE

1 OFFICERS acted within the course and scope of their employment as STATE  
2 officers. On information and belief, CHP DOE OFFICERS are and were at all  
3 relevant times residents of this judicial district. Defendant CHP DOE  
4 OFFICERS used excessive and unreasonable deadly force against Plaintiff  
5 GONZALEZ. This action is being brought against Defendant CHP DOE  
6 OFFICERS in their individual capacity only.

7 17. The true names and capacities, whether individual, corporate,  
8 association or otherwise of Defendants DOES 1-10, inclusive, are unknown to  
9 Plaintiff, who otherwise sues these Defendants by such fictitious names.  
10 Plaintiff will seek leave to amend this complaint to show the true names and  
11 capacity of these Defendants when they have been ascertained. Each of the  
12 fictitiously named Defendants is responsible in some manner for the conduct or  
13 liabilities alleged herein.

14 18. At all times mentioned herein, each and every defendant was the  
15 agent of each and every other defendant and had the legal duty to oversee and  
16 supervise the hiring, conduct, and employment of each and every defendant.

17 19. All the acts complained of herein by Plaintiff against Defendants  
18 were done and performed by said Defendants by and through their authorized  
19 agents, servants, and/or employees, all of whom at all relevant times herein were  
20 acting within the course, purpose, and scope of said agency, service, and/or  
21 employment capacity. Also, Defendants and their agents ratified all the acts  
22 complained herein.

23 20. All Defendants who are natural persons, including Defendants  
24 SOBAZSEK, REYNOSO, IRICK, and DOES 1-10, inclusive, are sued in their  
25 individual capacity, and punitive damages are only being requested as to these  
26 Defendants only, and not Defendants CITY or STATE.

27 21. Pursuant to Cal. Govt. Code §815.2(a), Defendants CITY and  
28 STATE are vicariously liable for the nonfeasance and malfeasance of the

1 individual Defendants, including Defendants SOBAZSEK, REYNOSO, IRICK,  
2 and DOES 1-10, inclusive, as alleged by Plaintiff’s state law claims. (“A public  
3 entity is liable for injury proximately caused by an act or omission of an  
4 employee of the public entity within the scope of his employment if the act or  
5 omission would, apart from this section, have given rise to a cause of action  
6 against that employee or his personal representative.”). The individual  
7 Defendants, including Defendants SOBAZSEK, REYNOSO, IRICK, and DOES  
8 1-10, inclusive, are liable for their nonfeasance and malfeasance pursuant to Cal.  
9 Civ. Code §820(a). Defendant CITY and STATE are also liable pursuant to Cal.  
10 Govt. Code §815.6.

11 22. On or about July 8, 2024, Plaintiff served a comprehensive and  
12 timely government tort claim for damages with CITY and STATE pursuant to  
13 applicable sections of the California Government Code.

14 23. The CITY rejected Plaintiff’s claim on July 15, 2024. The STATE  
15 rejected Plaintiff’s claim on August 15, 2024.

16

17 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

18 24. Plaintiff repeats and re-alleges each and every allegation in  
19 paragraphs 1 through 23 of this Complaint with the same force and effect as if  
20 fully set forth herein.

21 25. On January 24, 2024, at approximately 8:30 p.m., at or around the  
22 500 block of B St., in the City of Beaumont, County of Riverside, California,  
23 Defendants SOBAZSEK, REYNOSO, and IRICK used excessive and  
24 unreasonable force, including deadly force, against Plaintiff GONZALEZ and  
25 employed negligent tactics, including when they shot him multiple times in the  
26 back.

27 26. The use of deadly force against Plaintiff GONZALEZ by  
28 Defendants SOBAZSEK, REYNOSO, and IRICK was excessive and

1 unreasonable because at the time deadly force was used, Plaintiff GONZALEZ  
2 was not an immediate threat of death or serious bodily injury to any person, no  
3 deadly force warning was given prior to the use of deadly force, and there were  
4 reasonable less-intrusive alternatives to the use of deadly force available to said  
5 Defendants.

6 27. Upon information and belief, Plaintiff GONZALEZ was shot  
7 multiple times from behind by Defendants SOBAZSEK, REYNOSO, and  
8 IRICK.

9 28. As he was shot, Plaintiff GONZALEZ fell to his knees, then  
10 collapsed to the floor in a prone position, face down.

11 29. After Plaintiff GONZALEZ collapsed to the floor, Defendants  
12 SOBAZSEK, REYNOSO, and IRICK continued shooting.

13 30. The use of deadly force against Plaintiff GONZALEZ by  
14 Defendants SOBAZSEK, REYNOSO, and IRICK was excessive and  
15 unreasonable because immediately prior to and at the time of the use of deadly  
16 force: Plaintiff GONZALEZ was not an immediate threat of death or serious  
17 bodily injury to any person; Plaintiff GONZALEZ was not given a verbal  
18 warning that deadly force was going to be used; and Defendants SOBAZSEK,  
19 REYNOSO, and IRICK had reasonable, less-intrusive alternatives to the use of  
20 deadly force at the time available to them, failed to use those alternatives, and  
21 failed to exhaust those alternatives.

22 31. Defendants unreasonably escalated the situation when they began  
23 using deadly force against Plaintiff GONZALEZ, causing him great fear, pain,  
24 and harm.

25 32. Throughout the incident, the Defendants displayed negligent tactics,  
26 prior to, during, and after their uses of deadly force, including, but not limited  
27 to their: positioning, planning, communication, use of force, escalating the  
28 situation, and failing to de-escalate the situation.

1 33. Further, Defendants' actions and inactions were unreasonable and  
2 in violation of basic officer training.

3 34. As a direct and proximate result of the individual Defendants'  
4 actions, omissions, misjudgments, including their use of excessive and  
5 unreasonable force, Plaintiff GONZALEZ was caused to suffer great physical  
6 and mental pain and suffering, harm, injury, damages, loss of enjoyment of life,  
7 and permanent injury.

8 **DAMAGES**

9 35. After being shot from behind, Plaintiff GONZALEZ violently  
10 collapsed face-first to the ground; repeatedly complained that he was in pain;  
11 and begged the HPD and CHP Officers to not let him die. Plaintiff GONZALEZ  
12 was handcuffed while Officers maneuvered his body, looking for the locations  
13 GONZALEZ had been struck.

14 36. Paramedics arrived and transported Plaintiff GONZALEZ to  
15 Riverside University Health System Medical Center. Plaintiff GONZALEZ was  
16 treated for multiple gunshot wounds. Plaintiff GONZALEZ underwent  
17 emergency surgery.

18 37. As a direct and proximate result of the intentional conduct, negligent  
19 conduct, reckless disregard, deliberate indifference and otherwise wrongful  
20 conduct of Defendants, Plaintiff GONZALEZ suffered and continues to suffer  
21 economic and non-economic damages including for the nature and extent of his  
22 injuries, his past and future disability, physical impairment, disfigurement, loss  
23 of enjoyment of life, mental, physical, emotional pain and suffering,  
24 inconvenience, grief, anxiety, humiliation and emotional distress, need for  
25 assistance, and loss of ability to provide household services.

26 38. The conduct of the individual Defendant Officers was malicious,  
27 wanton, oppressive, and accomplished with a conscious disregard for the rights  
28 of Plaintiff GONZALEZ in that Plaintiff GONZALEZ'S constitutional rights

1 were intentionally deprived and violated, and/or there was reckless disregard for  
2 the constitutional rights of Plaintiff GONZALEZ. As such, their conduct as  
3 alleged herein entitles Plaintiff GONZALEZ an award of exemplary and  
4 punitive damages from the individual Defendants. Plaintiff GONZALEZ brings  
5 no action for punitive damages against Defendant CITY or STATE.

6 39. Pursuant to 42 U.S.C. §1988(b), Plaintiff GONZALEZ is entitled to  
7 recover reasonable attorney fees, costs, and interests incurred herein. Pursuant  
8 to Cal. Civ. Code §52.1, Plaintiff GONZALEZ is entitled to recover civil  
9 penalties, costs, and reasonable attorney fees including treble damages. Pursuant  
10 to Cal. Code of Civ. Pro. §1021.5, Plaintiff seeks reasonable attorneys' fees.

11

12

**FIRST CLAIM FOR RELIEF**

13

**Fourth Amendment —Excessive Force (42 U.S.C. §1983)**

14

(Plaintiff against Defendants SOBAZSEK, REYNOSO, IRICK and DOES 1-10)

15

16

40. Plaintiff repeats and re-alleges each and every allegation in  
paragraphs 1 through 39 of this Complaint with the same force and effect as if  
17 fully set forth herein.

18

19

41. The Defendants SOBAZSEK, REYNOSO, IRICK and DOES 1-10  
were acting under the color of state law and within the course and scope of their  
20 employment.

21

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42. Defendants SOBAZSEK, REYNOSO, IRICK and DOES 1-10 used  
excessive force against Plaintiff GONZALEZ when they fired lethal rounds,  
striking Plaintiff GONZALEZ. Defendants' unjustified shooting and other uses  
of force deprived Plaintiff GONZALEZ of his right to be secure in his person  
against unreasonable searches and seizures as guaranteed to Plaintiff  
GONZALEZ under the Fourth Amendment to the United States Constitution and  
28 applied to state actors by the Fourteenth Amendment.

28

1 43. Defendants violated Plaintiff GONZALEZ’S Fourth Amendment  
2 rights when they used excessive and unreasonable force against Plaintiff  
3 GONZALEZ, firing several lethal rounds at him, when Plaintiff GONZALEZ  
4 was not an immediate threat of death or serious bodily injury at the time, there  
5 were other reasonable alternatives to the use of deadly force, and no verbal  
6 warning was given prior to the shots that deadly force would be used.

7 44. As a result of the foregoing, Plaintiff GONZALEZ suffered great  
8 physical and mental pain and suffering, loss of enjoyment of life, and permanent  
9 injury.

10 45. The conduct of Defendants was willful, wanton, malicious, and done  
11 with reckless disregard for the rights and safety of Plaintiff GONZALEZ, and  
12 therefore warrants the imposition of exemplary and punitive damages as to  
13 Defendants.

14 46. As a result of their misconduct, Defendants are liable for Plaintiff  
15 GONZALEZ’S injuries, either because they were integral participants in the use  
16 of excessive force, or because they failed to intervene to prevent these  
17 violations.

18 47. Plaintiff GONZALEZ seeks compensatory and punitive damages.

19 48. Plaintiff GONZALEZ also seeks reasonable statutory attorneys’ fees  
20 and costs.

21

22

**SECOND CLAIM FOR RELIEF**

23

**Municipal Liability – Ratification (42 U.S.C. § 1983)**

24

(Plaintiff against Defendants CITY and DOE SUPERVISORS)

25

26

49. Plaintiff repeats and re-alleges each and every allegation in  
27 paragraphs 1 through 48 of this Complaint with the same force and effect as if  
28 fully set forth herein.

28

1           50. The Defendants SOBAZSEK, REYNOSO, HPD DOE OFFICERS,  
2 and SUPERVISORS were acting under the color of state law and within the  
3 course and scope of their employment with Defendant CITY.

4           51. The acts of Defendants deprived Plaintiff GONZALEZ of his  
5 particular rights under the United States Constitution as alleged herein.

6           52. Upon information and belief, a final policymaker, including DOE  
7 SUPERVISORS, ratified Defendants acts and the bases for their actions. Upon  
8 information and belief, the final policymaker knew of and specifically approved  
9 of Defendants' conduct and the bases for them, including their actions and  
10 inactions, pre-shooting tactics, and use of deadly force.

11           53. Upon information and belief, the written policies and basic officer  
12 training with respect to the incident include that law enforcement officers are  
13 not to use deadly force against an individual unless the individual poses an  
14 immediate risk of death or serious bodily injury to the officers or others. The  
15 Defendants' actions deviated from these written policies and basic law  
16 enforcement training because Plaintiff GONZALEZ did not pose an immediate  
17 threat of death or serious bodily injury to the involved law enforcement officers  
18 or anyone else.

19           54. Upon information and belief, a final policymaker has determined (or  
20 will determine) that the acts of Defendants were "within policy," and have  
21 ratified multiple prior incidents of the use of excessive force, including  
22 excessive less-lethal force and deadly force.

23           55. Upon information and belief, Defendant CITY approved of  
24 Defendants SOBAZSEK, REYNOSO, and HPD DOE OFFICERS' actions and  
25 inactions, after which Defendant CITY officials, including DOE  
26 SUPERVISORS, found the Defendants' conduct was within the official policies  
27 of Defendants CITY and/or consistent with CITY officers' basic training. On  
28 information and belief, the basis for such approval was based on the Defendants'



1 self-serving statements, despite evidence that Plaintiff GONZALEZ was not an  
2 immediate threat of death or serious bodily injury to anyone at the time the  
3 excessive force was used, reasonable alternatives were available, and no  
4 warning was given.

5 56. Upon information and belief, after this incident, Defendants  
6 SOBAZSEK, REYNOSO, and HPD DOE OFFICERS were not disciplined,  
7 reprimanded, retrained, provided additional training, suspended, or otherwise  
8 penalized in connection with their conduct in this incident.

9 57. Upon information and belief, the following are only a few examples  
10 of cases where the HPD officers were not disciplined, reprimanded, retrained,  
11 suspended, or otherwise penalized in connection with the underlying acts giving  
12 rise to the below lawsuits, which indicates that the Defendant CITY routinely  
13 ratifies such behavior:

14 a. In *Drye v. City of Hemet*, Case No. 5:23-cv-02152 JGB (KKx),  
15 on February 21, 2023, HPD officer(s) shot and killed a father of five young  
16 children, on his own property, while he was not committing a crime, was  
17 not suspected of committing a crime, and was not an immediate threat of  
18 death or serious bodily injury; while officers failed to give a warning and  
19 had less intrusive alternatives. The case resolved with a seven-figure  
20 settlement.

21 b. In *Acosta. v. City of Hemet, et al.*, Case No. 5:19-CV-00779-  
22 CJC, Defendant CITY settled with an unarmed man who was shot in the  
23 back by CITY officers. In May of 2018, HPD officers encountered the  
24 plaintiff in a truck near a business at which an alarm was going off. The  
25 officers saw the plaintiff begin slowly driving away, at which point one  
26 officer fired ten rounds at the plaintiff's truck. Another officer then  
27 intentionally crashed his vehicle into the plaintiff's truck, causing it to  
28 strike a pole. When the plaintiff exited the truck unarmed and began to

1 run with his hands raised, a third officer shot him multiple times, including  
2 in the back, without warning. The case was resolved following a seven-  
3 figure settlement.

4 c. In *Erickson v. City of Hemet, et al.*, Case No. 5:19-CV-00779-  
5 CJC, Defendant CITY settled with a man who was attacked by a K-9  
6 causing serious and permanent great bodily injury.

7 d. In *Edmond v. City of Hemet*, in October of 2021, HPD officers  
8 encountered the plaintiff in a store parking lot, where he was allegedly  
9 panhandling, and asked him to leave, which the plaintiff did. After the  
10 plaintiff and the officers returned, though plaintiff began to again comply  
11 with the officers' commands, the officers grabbed him, punched him in  
12 the face, forced him to the ground, and restrained him. The case resolved  
13 following a six-figure settlement before litigation.

14 e. In *Hereford v. City of Hemet*, Case No. 5:22-cv-00394-JWH-  
15 SHK, in March of 2021, HPD officers stopped one of the plaintiffs while  
16 he was in his parked car in front of his fiancée's home and arrested him  
17 for driving with an allegedly suspended license. The officers then began  
18 searching for his car, which his fiancée and her daughter began to film.  
19 The officers responded by threatening his fiancée and her daughter with  
20 arrest, knocking the daughter's phone out of her hand, striking the fiancée,  
21 and causing her a variety of injuries in her head, neck, shoulder, and back.  
22 According to information and belief, this case is currently in litigation in  
23 federal district court.

24 f. In *Mendoza v. City of Hemet*, Case No. 5:21-cv-01134-JGB-  
25 SHK, in May of 2020, the plaintiff — a small woman in shorts and a t-  
26 shirt — was stopped while driving by HPD officers. Seven officers drew  
27 their weapons and shouted commands, and the plaintiff complied with  
28

1 their orders to exit her vehicle and turn around. As she did so, she was  
2 knocked to the ground.

3 g. In *Lagafoged v. City of Hemet*, Case No. 5:19-cv-00903-  
4 SVW-SHK, in August of 2018, HPD officers encountered the plaintiff  
5 behaving erratically while standing on a balcony and swinging a stick in  
6 the air. The officers responded by releasing a K-9 dog to bite the plaintiff  
7 before tasing him multiple times and hogtieving him, resulting in his death.  
8 The case resolved following a six-figure settlement.

9 h. In *Martin v. City of Hemet*, Case No. 5:18-cv-02377-JGB-KK,  
10 in October of 2017, the plaintiff was stopped by officers in a parking lot  
11 while his wife was in her car nearby. When the plaintiff began to walk  
12 away from the officers and his wife, the officers commanded him to drop  
13 a small pocketknife he was holding, and the plaintiff put his hands above  
14 his head. With the plaintiff's hands raised and visible, two HPD officers  
15 fired seven to ten shots at him, killing him. The case resolved following a  
16 six-figure settlement.

17 58. Upon information and belief, Defendant CITY, through its officials,  
18 had either actual or constructive knowledge of the deficient policies, practices  
19 and customs alleged herein. Despite having knowledge as stated herein, these  
20 Defendant CITY officials condoned, tolerated and through actions and inactions  
21 thereby ratified such deficient policies. In doing so, said Defendant CITY  
22 officials acted with deliberate indifference to the foreseeable effects and  
23 consequences of these deficient policies, including their policy of ratification,  
24 with respect to the constitutional rights of Plaintiff GONZALEZ and other  
25 individuals similarly situated.

26 59. By perpetrating, sanctioning, tolerating, and ratifying the  
27 outrageous conduct and other wrongful acts, Defendant CITY officials acted  
28 with intentional, reckless, and callous disregard for the life and rights of Plaintiff

1 GONZALEZ. Furthermore, the policies, practices, and customs implemented,  
2 maintained, and still tolerated by Defendants CITY and their officials were  
3 affirmatively linked to and were a significantly influential force behind the  
4 injuries of Plaintiff GONZALEZ.

5 60. Accordingly, Defendant CITY is liable to Plaintiff for compensatory  
6 damages under 42 U.S.C. §1983.

7 61. The conduct of the Defendant DOE SUPERVISORS was willful,  
8 wanton, malicious, and done with reckless disregard for the rights and safety of  
9 Plaintiff GONZALEZ, and therefore warrants the imposition of exemplary and  
10 punitive damages as to the Defendant SUPERVISORS.

11 62. Plaintiff GONZALEZ seeks compensatory and punitive damages.

12 63. Plaintiff GONZALEZ also seeks reasonable statutory attorneys' fees  
13 and costs.

14

15

**THIRD CLAIM FOR RELIEF**

16

**Municipal Liability – Failure to Train (42 U.S.C. §1983)**

17

(Plaintiff against Defendants CITY and DOE SUPERVISORS)

18

19

20

64. Plaintiff repeats and re-alleges each and every allegation in  
paragraphs 1 through 63 of this Complaint with the same force and effect as if  
fully set forth herein.

21

22

23

65. The Defendants SOBAZSEK, REYNOSO, HPD DOE OFFICERS,  
and DOE SUPERVISORS were acting under the color of state law and within  
the course and scope of their employment with Defendants CITY.

24

25

66. The acts of Defendants deprived Plaintiff GONZALEZ of his  
particular rights under the United States Constitution as alleged herein.

26

27

28

67. The training policies of Defendants CITY were not adequate to train  
their officers to handle the usual and recurring situations with which they must  
deal. This includes training with respect to tactics, the use of force, including

1 deadly force, de-escalation techniques, controlling officer emotions and fears,  
2 inappropriate “shoot/don’t shoot” scenarios in training that promote the use of  
3 unreasonable force, and continually assessing a situation to justify every shot  
4 fired. In addition to failing to train officers to safely handle obvious, recurring  
5 situations, Defendant CITY affirmatively chose a policy it knew was likely to  
6 lead to, and in fact had previously led to, deprivations of constitutional rights  
7 including unreasonable seizures in violation of the Fourth Amendment.

8         68. Defendants CITY and DOE SUPERVISORS were deliberately  
9 indifferent to the obvious consequences of its failure to train its officers  
10 adequately, including training with respect to tactics, the use of force, including  
11 deadly force, and de-escalation techniques.

12         69. The failure of Defendants CITY to provide adequate training caused  
13 the deprivation of Plaintiff GONZALEZ’S rights by Defendants; that is,  
14 Defendants’ failure to train is so closely related to the deprivation of Plaintiff  
15 GONZALEZ’S rights as to be the moving force that caused the ultimate injury.

16         70. On information and belief, Defendants CITY failed to train  
17 Defendants properly and adequately, including regarding the following:

- 18             a. Not providing adequate time and resources for officers to train when  
19                 the training does exist so that the officers can rely on that training  
20                 during incidents.
- 21             b. Not enforcing the basic training standards, when they do exist, that  
22                 are designed to prevent officers from using excessive and  
23                 unreasonable force.
- 24             c. Not adequately providing recurring training so that officers do not  
25                 lose necessary perishable skills, and not re-training officers who  
26                 have used force in the field.
- 27             d. Effective communication to enable officers to gain cooperation and  
28                 voluntary compliance in stressful situations.

- 1 e. Effective communication as a basic element of the use of force; the
- 2 goal of which to gain voluntary compliance without resorting to
- 3 physical force, especially deadly force.
- 4 f. That the use of deadly force is the most serious decision a peace
- 5 officer may ever have to make, and such a decision should be
- 6 guided by the reverence for human life and used only when other
- 7 means of control are unreasonable or have been exhausted.
- 8 g. Reverence for life as the foundation on which the use of deadly
- 9 force rests. Deadly force is always the last resort to be used in the
- 10 direst of circumstances. The authority to use deadly force is an
- 11 awesome responsibility given to peace officers by the people who
- 12 expect them to exercise that authority judiciously. In the law
- 13 enforcement/community partnership, the expectation is that peace
- 14 officers are self-disciplined and accountable.
- 15 h. Self-control as one of a peace officer's greatest assets in dealing
- 16 with a person or a situation.
- 17 i. Unreasonable fear includes overreactions to true potential threats as
- 18 well as reactions to unreal threats based on prejudice or poor
- 19 application of experience.
- 20 j. Unreasonable fear can be responsible for inappropriate responses
- 21 such as a failure to respond or responding inappropriately (using
- 22 unreasonable force).
- 23 k. Unreasonable force occurs when the type, degree, and duration of
- 24 force employed was neither necessary nor appropriate.
- 25 l. The community expects that its peace officers will use only
- 26 reasonable amounts of force and only use deadly force when
- 27 absolutely necessary. Likewise, it expects that someone, including
- 28 peace officers, will intervene if reasonable force is exceeded.

- 1 m. Use of other techniques to the use of deadly force, including, but are
- 2 not limited to, de-escalation, communication, conflict resolution,
- 3 defensive tactics, less-lethal force, and use of time and distance.
- 4 n. That an officers' subjective fear of future harm alone is insufficient
- 5 as an imminent threat. An imminent threat is one that requires
- 6 instant attention.
- 7 o. Training with respect to tactics.
- 8 p. Training with respect to assessing when it is appropriate to use of
- 9 force, including deadly force, and training on how much force is
- 10 appropriate even when some force is appropriate.

11 71. Upon information and belief, the following are only a few examples  
12 of cases where the involved officers were not disciplined, reprimanded,  
13 retrained, suspended, or otherwise penalized in connection with the underlying  
14 acts giving rise to the below lawsuits, which indicates that Defendant CITY  
15 failed to adequately train its officers with regard to the use of force:

16 a. In *Drye v. City of Hemet*, Case No. 5:23-cv-02152 JGB (KKx),  
17 on February 21, 2023, HPD officer(s) shot and killed a father of five young  
18 children, on his own property, while he was not committing a crime, was  
19 not suspected of committing a crime, and was not an immediate threat of  
20 death or serious bodily injury; while officers failed to give a warning and  
21 had less intrusive alternatives. The case resolved with a seven-figure  
22 settlement.

23 b. In *Acosta. v. City of Hemet, et al.*, Case No. 5:19-CV-00779-  
24 CJC, Defendant CITY settled with an unarmed man who was shot in the  
25 back by CITY officers. In May of 2018, HPD officers encountered the  
26 plaintiff in a truck near a business at which an alarm was going off. The  
27 officers saw the plaintiff begin slowly driving away, at which point one  
28 officer fired ten rounds at the plaintiff's truck. Another officer then

1 intentionally crashed his vehicle into the plaintiff's truck, causing it to  
2 strike a pole. When the plaintiff exited the truck unarmed and began to  
3 run with his hands raised, a third officer shot him multiple times, including  
4 in the back, without warning. The case was resolved following a seven-  
5 figure settlement.

6 c. In *Erickson v. City of Hemet, et al.*, Case No. 5:19-CV-00779-  
7 CJC, Defendant CITY settled with a man who was attacked by a K-9  
8 causing serious and permanent great bodily injury.

9 d. In *Edmond v. City of Hemet*, in October of 2021, HPD officers  
10 encountered the plaintiff in a store parking lot, where he was allegedly  
11 panhandling, and asked him to leave, which the plaintiff did. After the  
12 plaintiff and the officers returned, though plaintiff began to again comply  
13 with the officers' commands, the officers grabbed him, punched him in  
14 the face, forced him to the ground, and restrained him. The case resolved  
15 following a six-figure settlement before litigation.

16 e. In *Hereford v. City of Hemet*, Case No. 5:22-cv-00394-JWH-  
17 SHK, in March of 2021, HPD officers stopped one of the plaintiffs while  
18 he was in his parked car in front of his fiancée's home and arrested him  
19 for driving with an allegedly suspended license. The officers then began  
20 searching for his car, which his fiancée and her daughter began to film.  
21 The officers responded by threatening his fiancée and her daughter with  
22 arrest, knocking the daughter's phone out of her hand, striking the fiancée,  
23 and causing her a variety of injuries in her head, neck, shoulder, and back.  
24 According to information and belief, this case is currently in litigation in  
25 federal district court.

26 f. In *Mendoza v. City of Hemet*, Case No. 5:21-cv-01134-JGB-  
27 SHK, in May of 2020, the plaintiff — a small woman in shorts and a t-  
28 shirt — was stopped while driving by HPD officers. Seven officers drew



1 their weapons and shouted commands, and the plaintiff complied with  
2 their orders to exit her vehicle and turn around. As she did so, she was  
3 knocked to the ground.

4 g. In *Lagafoged v. City of Hemet*, Case No. 5:19-cv-00903-  
5 SVW-SHK, in August of 2018, HPD officers encountered the plaintiff  
6 behaving erratically while standing on a balcony and swinging a stick in  
7 the air. The officers responded by releasing a K-9 dog to bite the plaintiff  
8 before tasing him multiple times and hogtieving him, resulting in his death.  
9 The case resolved following a six-figure settlement.

10 h. In *Martin v. City of Hemet*, Case No. 5:18-cv-02377-JGB-KK,  
11 in October of 2017, the plaintiff was stopped by officers in a parking lot  
12 while his wife was in her car nearby. When the plaintiff began to walk  
13 away from the officers and his wife, the officers commanded him to drop  
14 a small pocketknife he was holding, and the plaintiff put his hands above  
15 his head. With the plaintiff's hands raised and visible, two HPD officers  
16 fired seven to ten shots at him, killing him. The case resolved following a  
17 six-figure settlement.

18 72. By reason of the aforementioned acts and omissions, Plaintiff  
19 GONZALEZ has suffered past and future pain and suffering, loss of enjoyment  
20 of life, and permanent injury.

21 73. Upon information and belief, Defendant CITY, through its officials,  
22 had either actual or constructive knowledge of the deficient training policies,  
23 practices and customs alleged herein. Despite having knowledge as stated  
24 herein, these Defendant CITY officials condoned, tolerated and through actions  
25 and inactions thereby ratified such deficient training. In doing so, Defendant  
26 CITY officials acted with deliberate indifference to the foreseeable effects and  
27 consequences of such deficient training with respect to the constitutional rights  
28 of Plaintiff GONZALEZ and other individuals similarly situated.

1           74. Through its deficient training, Defendant CITY officials acted with  
2 intentional, reckless, and callous disregard for the life and rights of Plaintiff  
3 GONZALEZ. Furthermore, the deficient training tolerated by Defendants CITY  
4 and its officials were affirmatively linked to and was a significantly influential  
5 force behind the injuries of Plaintiff GONZALEZ.

6           75. Accordingly, Defendant CITY is liable to Plaintiff for compensatory  
7 damages under 42 U.S.C. §1983.

8           76. The conduct of Defendant DOE SUPERVISORS in condoning,  
9 maintaining, and providing deficient training was willful, wanton, malicious,  
10 and done with reckless disregard for the rights and safety of Plaintiff  
11 GONZALEZ, and therefore warrants the imposition of exemplary and punitive  
12 damages as to the Defendant DOE SUPERVISORS.

13           77. Plaintiff GONZALEZ seeks compensatory and punitive damages.

14           78. Plaintiff GONZALEZ also seeks reasonable statutory attorneys' fees  
15 and costs.

16

17

**FOURTH CLAIM FOR RELIEF**

18

**Municipal Liability – Unconstitutional Custom or Policy (42 U.S.C. § 1983)**

19

(Plaintiff against Defendants CITY and DOE SUPERVISORS)

20

21           79. Plaintiff repeats and re-alleges each and every allegation in  
22 paragraphs 1 through 78 of this Complaint with the same force and effect as if  
23 fully set forth herein.

23

24           80. Defendants SOBAZSEK, REYNOSO, HPD DOE OFFICERS, and  
25 DOE SUPERVISORS were acting under the color of state law and within the  
26 course and scope of their employment with Defendant CITY and HPD.

26

27           81. Defendants acted pursuant to an expressly adopted official policy or  
28 a longstanding practice or custom of Defendant CITY.

28

1           82. On information and belief, Defendants were not disciplined,  
2 reprimanded, retrained, suspended, or otherwise penalized in connection with  
3 Plaintiff GONZALEZ’S harm.

4           83. Upon information and belief, in addition to those policies alleged  
5 above, Defendants CITY and DOE SUPERVISORS maintained, inter alia, the  
6 following unconstitutional customs, practices, and policies:

- 7           a. Using excessive force, including excessive deadly force.
- 8           b. Providing inadequate training regarding the use of deadly force.
- 9           c. Employing and retaining as employees Defendants SOBZSEK,  
10 REYNOSO, and HPD DOE OFFICERS, who Defendant CITY at  
11 all times material herein knew or reasonably should have known  
12 used excessive force.
- 13           d. Inadequately supervising, training, controlling, assigning, and  
14 disciplining CITY officers, and other personnel, including  
15 Defendants SOBZSEK, REYNOSO, and HPD DOE OFFICERS,  
16 who Defendant CITY knew or in the exercise of reasonable care  
17 should have known had the propensities to use excessive force.
- 18           e. Maintaining grossly inadequate procedures for reporting,  
19 supervising, investigating, reviewing, disciplining, and controlling  
20 misconduct by CITY officials, Defendants SOBZSEK,  
21 REYNOSO, and HPD DOE OFFICERS.
- 22           f. Failing to adequately discipline CITY officers, including  
23 Defendants SOBZSEK, REYNOSO, and HPD DOE OFFICERS,  
24 for the above-referenced categories of misconduct, including “slaps  
25 on the wrist,” discipline that is so slight as to be out of proportion to  
26 the magnitude of the misconduct, and other inadequate discipline  
27 that is tantamount to encouraging misconduct.
- 28           g. Announcing that unjustified shootings are “within policy,” including

- 1                   shootings that were later determined in court to be unconstitutional.
- 2                   h. Even where shootings are determined in court to be
- 3                   unconstitutional, refusing to discipline, terminate, or retrain the
- 4                   officers involved.
- 5                   i. Encouraging, accommodating, or facilitating a “blue code of
- 6                   silence,” “blue shield,” “blue wall,” “blue curtain,” “blue veil,” or
- 7                   simply “code of silence,” pursuant to which officials do not report
- 8                   other officials’ errors, misconduct, or crimes. Pursuant to this code
- 9                   of silence, if questioned about an incident of misconduct involving
- 10                  another official, while following the code, the official being
- 11                  questioned will claim ignorance of the other officials’ wrongdoing.
- 12                  j. Maintaining a policy of inaction and an attitude of indifference
- 13                  towards soaring numbers of law enforcement shootings, including
- 14                  by failing to discipline, retrain, investigate, terminate, and
- 15                  recommend officials for criminal prosecution who participate in
- 16                  unreasonable shootings.
- 17                  k. Upon information and belief, CITY, including but not limited to
- 18                  HPD, has an unofficial policy, practice and/or custom of finding
- 19                  almost all—if not all—of its officer involved shootings to be within
- 20                  policy, of not disciplining its officers involved in shootings, not
- 21                  retraining or firing officers involved in shootings, and of not
- 22                  recommending criminal charges against their officers involved in
- 23                  excessive and unreasonable officer-involved shootings. As a result,
- 24                  officers involved in excessive uses of deadly force are allowed back
- 25                  to patrol the streets even though CITY knew, or should have known,
- 26                  that these officers have a propensity for using excessive deadly
- 27                  force against the citizens that the officers are supposed to protect
- 28                  and serve, especially against minorities and the mentally ill.

- 1           1. Upon information and belief, as a result of CITY policy, custom  
2           and/or practices, HPD officers know that if they use deadly  
3           excessive force against someone, they will not be disciplined and  
4           their use of force will be found within policy, which results in a  
5           significant number of CITY officers being involved in numerous  
6           shootings. This policy, custom and/or practice was established by  
7           supervising and managerial employees of CITY, specifically, those  
8           employees tasked with determining whether officer-involved  
9           shootings fall within policy, those employees responsible for  
10          disciplining, retraining, and firing employees who use excessive  
11          force, and for those employees responsible for making  
12          recommendations of criminal charges being filed against officers  
13          who use excessive deadly force; and
- 14          m. Upon information and belief, this policy, custom and/or practice is  
15          long lasting and persistent, and existed well before Plaintiff  
16          GONZALEZ was shot by Defendants SOBAZSEK, REYNOSO,  
17          and HPD DOE OFFICERS. This policy, custom and/or practice was  
18          established so that CITY officers do not bear the responsibility for  
19          the people that they use excessive deadly force against. This policy,  
20          custom and/or practice exists so that the public does not have such a  
21          negative perception of CITY and its departments so that CITY can  
22          avoid the repercussions associated with its officers' use of excessive  
23          deadly force against citizens, including negative publicity, avoiding  
24          criminal prosecution, and avoiding civil liability. A significant  
25          reason that this policy, custom and/or practice was established was  
26          to avoid CITY being liable, under a theory of vicarious liability, for  
27          the uses of excessive and unreasonable deadly force by its  
28          employees. In other words, there is a large financial incentive for

1 CITY to erroneously determine that most, if not all, of its officers’  
2 uses of deadly force are within policy. If CITY, through its  
3 policymakers and supervisors, would admit that their officers were  
4 at fault for using excessive and unreasonable deadly force, then  
5 CITY is aware of how much they would have to pay for any  
6 associated litigation.

7 84. Defendants CITY and DOE SUPERVISORS, together with various  
8 other officials, whether named or unnamed, had either actual or constructive  
9 knowledge of the deficient policies, practices and customs alleged in the  
10 paragraphs above. Despite having knowledge as stated above, these Defendants  
11 condoned, tolerated, and through actions and inactions thereby ratified such  
12 policies. Said Defendants also acted with deliberate indifference to the  
13 foreseeable effects and consequences of these policies with respect to the  
14 constitutional rights of Plaintiff GONZALEZ and other individuals similarly  
15 situated.

16 85. By perpetrating, sanctioning, tolerating, and ratifying the  
17 outrageous conduct and other wrongful acts, DOE SUPERVISORS acted with  
18 intentional, reckless, and callous disregard for the life of Plaintiff GONZALEZ  
19 and for Plaintiff GONZALEZ’S constitutional rights. Furthermore, the policies,  
20 practices, and customs implemented, maintained, and still tolerated by  
21 Defendants CITY, STATE, and DOE SUPERVISORS were affirmatively linked  
22 to and were a significantly influential force behind the injuries of Plaintiff  
23 GONZALEZ.

24 86. Based on information and belief, the following are only a few  
25 examples of cases evidencing Defendant CITY’S unconstitutional policies,  
26 where the involved officers were not disciplined, reprimanded, retrained,  
27 suspended, or otherwise penalized in connection with the underlying acts giving  
28

1 rise to the below lawsuits, which indicates that CITY routinely ratifies such  
2 behavior and maintains a practice of allowing such behavior:

3 a. In *Drye v. City of Hemet*, Case No. 5:23-cv-02152 JGB (KKx),  
4 on February 21, 2023, HPD officer(s) shot and killed a father of five young  
5 children, on his own property, while he was not committing a crime, was  
6 not suspected of committing a crime, and was not an immediate threat of  
7 death or serious bodily injury; while officers failed to give a warning and  
8 had less intrusive alternatives. The case resolved with a seven-figure  
9 settlement.

10 b. In *Acosta. v. City of Hemet, et al.*, Case No. 5:19-CV-00779-  
11 CJC, Defendant CITY settled with an unarmed man who was shot in the  
12 back by CITY officers. In May of 2018, HPD officers encountered the  
13 plaintiff in a truck near a business at which an alarm was going off. The  
14 officers saw the plaintiff begin slowly driving away, at which point one  
15 officer fired ten rounds at the plaintiff's truck. Another officer then  
16 intentionally crashed his vehicle into the plaintiff's truck, causing it to  
17 strike a pole. When the plaintiff exited the truck unarmed and began to  
18 run with his hands raised, a third officer shot him multiple times, including  
19 in the back, without warning. The case was resolved following a seven-  
20 figure settlement.

21 c. In *Erickson v. City of Hemet, et al.*, Case No. 5:19-CV-00779-  
22 CJC, Defendant CITY settled with a man who was attacked by a K-9  
23 causing serious and permanent great bodily injury.

24 d. In *Edmond v. City of Hemet*, in October of 2021, HPD officers  
25 encountered the plaintiff in a store parking lot, where he was allegedly  
26 panhandling, and asked him to leave, which the plaintiff did. After the  
27 plaintiff and the officers returned, though plaintiff began to again comply  
28 with the officers' commands, the officers grabbed him, punched him in

1 the face, forced him to the ground, and restrained him. The case resolved  
2 following a six-figure settlement before litigation.

3 e. In *Hereford v. City of Hemet*, Case No. 5:22-cv-00394-JWH-  
4 SHK, in March of 2021, HPD officers stopped one of the plaintiffs while  
5 he was in his parked car in front of his fiancée’s home and arrested him  
6 for driving with an allegedly suspended license. The officers then began  
7 searching for his car, which his fiancée and her daughter began to film.  
8 The officers responded by threatening his fiancée and her daughter with  
9 arrest, knocking the daughter’s phone out of her hand, striking the fiancée,  
10 and causing her a variety of injuries in her head, neck, shoulder, and back.  
11 According to information and belief, this case is currently in litigation in  
12 federal district court.

13 f. In *Mendoza v. City of Hemet*, Case No. 5:21-cv-01134-JGB-  
14 SHK, in May of 2020, the plaintiff — a small woman in shorts and a t-  
15 shirt — was stopped while driving by HPD officers. Seven officers drew  
16 their weapons and shouted commands, and the plaintiff complied with  
17 their orders to exit her vehicle and turn around. As she did so, she was  
18 knocked to the ground.

19 g. In *Lagafoged v. City of Hemet*, Case No. 5:19-cv-00903-  
20 SVW-SHK, in August of 2018, HPD officers encountered the plaintiff  
21 behaving erratically while standing on a balcony and swinging a stick in  
22 the air. The officers responded by releasing a K-9 dog to bite the plaintiff  
23 before tasing him multiple times and hogtieving him, resulting in his death.  
24 The case resolved following a six-figure settlement.

25 h. In *Martin v. City of Hemet*, Case No. 5:18-cv-02377-JGB-KK,  
26 in October of 2017, the plaintiff was stopped by officers in a parking lot  
27 while his wife was in her car nearby. When the plaintiff began to walk  
28 away from the officers and his wife, the officers commanded him to drop



1 a small pocketknife he was holding, and the plaintiff put his hands above  
2 his head. With the plaintiff's hands raised and visible, two HPD officers  
3 fired seven to ten shots at him, killing him. The case resolved following a  
4 six-figure settlement.

5 87. By reason of the aforementioned acts and omissions, Plaintiff  
6 GONZALEZ has suffered past and future pain and suffering, loss of enjoyment  
7 of life, and permanent injury.

8 88. Accordingly, Defendants CITY is liable to Plaintiff for  
9 compensatory damages under 42 U.S.C. §1983.

10 89. The conduct of Defendant DOE SUPERVISORS in condoning,  
11 maintaining, and providing these longstanding unconstitutional policies,  
12 customs, and/or practices was willful, wanton, malicious, and done with reckless  
13 disregard for the rights and safety of Plaintiff GONZALEZ, and therefore  
14 warrants the imposition of exemplary and punitive damages as to Defendant  
15 DOE SUPERVISORS.

16 90. Plaintiff GONZALEZ seeks compensatory and punitive damages.

17 91. Plaintiff GONZALEZ also seeks reasonable statutory attorneys' fees  
18 and costs

19

20

**FIFTH CLAIM FOR RELIEF**

21

**Battery (Cal. Govt. Code §820 and California Common Law)**

22

(Plaintiff against Defendants SOBAZSEK, REYNOSO, IRICK, HPD DOE

23

OFFICERS, and CHP DOE OFFICERS in their individual capacity, directly; and

24

Defendants CITY and STATE vicariously)

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26

92. Plaintiff repeats and re-alleges each and every allegation in  
paragraphs 1 through 91 of this Complaint with the same force and effect as if  
27 fully set forth herein.

28

1 93. Defendants SOBAZSEK, REYNOSO, IRICK, HPD DOE  
2 OFFICERS, and CHP DOE OFFICERS, while working as officials for the HPD  
3 and CHP respectively and acting within the course and scope of their duties,  
4 intentionally shot Plaintiff GPONZALEZ multiple times and used unreasonable  
5 and excessive force against him.

6 94. The use of deadly force against Plaintiff GONZALEZ by  
7 Defendants was unreasonable because Plaintiff GONZALEZ did not pose an  
8 immediate threat of death or serious bodily harm to any person any the time,  
9 there were less lethal alternatives, and no verbal warning was given.

10 95. At all relevant times, Plaintiff GONZALEZ was not an immediate  
11 threat of bodily injury to anyone, including Defendants.

12 96. Plaintiff GONZALEZ never consented to the use of force used  
13 against him by Defendants.

14 97. Plaintiff GONZALEZ was harmed when he was shot multiple times,  
15 and experienced severe pain and suffering, injury, and damages.

16 98. The Defendants' use of unreasonable force, including deadly force,  
17 was the direct cause, proximate cause, and only cause of Plaintiff  
18 GONZALEZ'S pain and suffering, injury, harm, and damages. In other words,  
19 the unreasonable force was at least a substantial factor in causing Plaintiff  
20 GONZALEZ'S pain and suffering, injury, harm, and damages.

21 99. Defendants caused various injuries as mentioned herein and are  
22 liable either because they directly harmed Plaintiff GONZALEZ or integrally  
23 participated in or failed to intervene in the incident and engaged in other acts  
24 and/or omissions around the time of the incident. Defendants' acts and  
25 omissions resulted in harmful and offensive injury of Plaintiff GONZALEZ.

26 100. Defendants are directly liable for their actions and inactions  
27 pursuant to Cal. Govt. Code §820(a).

28

1 101. Defendants CITY and STATE are vicariously liable for the  
2 wrongful acts of their employees, including Defendants SOBAZSEK,  
3 REYNOSO, IRICK, HPD DOE OFFICERS, and CHP DOE OFFICERS pursuant  
4 to section 815.2(a) of the California Government Code, which provides that a  
5 public entity is liable for the injuries caused by its employees within the scope  
6 of the employment if the employee’s act would subject him or her to liability.

7 102. The conduct of Defendants SOBAZSEK, REYNOSO, IRICK, HPD  
8 DOE OFFICERS, and CHP DOE OFFICERS was malicious, wanton,  
9 oppressive, and accomplished with a conscious disregard for the rights of  
10 Plaintiff, entitling Plaintiff GONZALEZ to an award of exemplary and punitive  
11 damages as to these Defendants.

12 103. Plaintiff GONZALEZ seeks compensatory damages, and punitive  
13 damages.

14

15 **SIXTH CLAIM FOR RELIEF**

16 **Negligence (Cal. Govt. Code §820 and California Common Law)**

17 (Plaintiff against Defendants SOBAZSEK, REYNOSO, IRICK, HPD DOE  
18 OFFICERS, and CHP DOE OFFICERS in their individual capacity, directly; and  
19 Defendants CITY and STATE vicariously)

20 104. Plaintiff repeats and re-alleges each and every allegation in  
21 paragraphs 1 through 103 of this Complaint with the same force and effect as if  
22 fully set forth herein.

23 105. At all relevant times, Defendants SOBAZSEK, REYNOSO, IRICK,  
24 HPD DOE OFFICERS, and CHP DOE OFFICERS were working as officials for  
25 the HPD and CHP, respectively, and acting under color of state law and within  
26 the course and scope of their duties.

27 106. Peace officers, including Defendants, have a duty to use reasonable  
28 care to prevent harm or injury to others. This duty includes using appropriate

1 tactics, giving appropriate commands, giving warnings, and not using any force  
2 unless necessary, using less than lethal options, and only using deadly force as  
3 a last resort. These duties also include providing proper training and equipment  
4 to officials so that they may perform their duties in accordance with the  
5 department policies, properly investigate use of force incidents, and punish, re-  
6 train, terminate, and/or prosecute violators of those policies and the law.

7 107. Defendants SOBAZSEK, REYNOSO, IRICK, HPD DOE  
8 OFFICERS, and CHP DOE OFFICERS breached their duty of care by their  
9 conduct as alleged herein. Upon information and belief, the actions and inactions  
10 of Defendants were negligent and reckless, including but not limited to:

- 11 a. The failure to properly and adequately assess the need to use force  
12 or deadly force against Plaintiff GONZALEZ.
- 13 b. The negligent tactics and handling of the situation with Plaintiff  
14 GONZALEZ, including pre-shooting negligence.
- 15 c. The failure to properly train and supervise employees, both  
16 professional and non-professional, including Defendants  
17 SOBAZSEK, REYNOSO, IRICK, and DOES 1-10.
- 18 d. The negligent handling of evidence and witnesses.
- 19 e. The negligent communication of information during the incident.

20 108. As a direct and proximate result of Defendants' conduct as alleged  
21 above, and other undiscovered negligent conduct, Plaintiff GONZALEZ was  
22 caused to suffer severe pain and suffering. In other words, the Defendants'  
23 negligence was at least a substantial factor in causing Plaintiff GONZALEZ'S  
24 harm, injury, and damages.

25 109. At all relevant times, Plaintiff GONZALEZ was not an immediate  
26 threat of death or serious bodily injury to anyone, including Defendants, no  
27 warning was given that deadly force was going to be used prior to the use of  
28 deadly force, and less than lethal alternatives were available to Defendants.

1           110. Further, Plaintiff GONZALEZ’S harm, specifically being shot by  
2 the Defendants when Plaintiff GONZALEZ was not an immediate threat of death  
3 or serious bodily injury to anyone, ordinarily would not have happened unless  
4 Defendants were negligent.

5           111. The harm inflicted by Defendants was caused by something that  
6 only the Defendants controlled. The Defendants had control over their firearms,  
7 as well as control over the tactical decisions made during the incident.

8           112. As a result of their misconduct, Defendants SOBAZSEK,  
9 REYNOSO, IRICK, and DOES 1-10 are liable for Plaintiff GONZALEZ’S  
10 injuries, either because they were integral participants in their negligence, or  
11 because they failed to intervene to prevent these violations.

12           113. Pursuant to Cal. Gov’t Code §820(a), “a public employee is liable  
13 for injury caused by his act or omission to the same extent as a private person.”

14           114. Defendants CITY and STATE are vicariously liable for the  
15 wrongful acts of Defendants SOBAZSEK, REYNOSO, IRICK, and DOES 1-10  
16 pursuant to section 815.2(a) of the California Government Code, which provides  
17 that a public entity is liable for the injuries caused by its employees within the  
18 scope of the employment if the employee’s act would subject him or her to  
19 liability. Defendants CITY and STATE are vicariously liable under California  
20 law and the doctrine of *respondeat superior*.

21           115. Plaintiff seeks attorneys’ fees under this claim pursuant to Cal. Code  
22 of Civ. Pro. §1021.5 for enforcement of the important rights effecting the public  
23 interest that Plaintiff, and those similarly situated, to be free from intimidation  
24 and physical assault by law enforcement as described herein.

25           116. Plaintiff GONZALEZ seeks compensatory damages, including  
26 general and special damages in an amount to be proven at trial.

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**SEVENTH CLAIM FOR RELIEF**

**Bane Act (Violation of Cal. Civil Code §52.1)**

(Plaintiff against Defendants SOBAZSEK, REYNOSO, IRICK, HPD DOE OFFICERS, and CHP DOE OFFICERS in their individual capacity, directly; and Defendants CITY and STATE vicariously)

117. Plaintiff repeats and re-alleges each and every allegation in paragraphs 1 through 116 of this Complaint with the same force and effect as if fully set forth herein.

118. California Civil Code, Section 52.1 (the Bane Act), prohibits any person from using or attempting to use violent acts, threats, intimidation, or coercion to interfere with the exercise or enjoyment by any individuals’ rights secured by the Constitution or laws of the United States, or of the rights secured by the Constitution or laws of this state in retaliation against another person for exercising that person’s constitutional rights.

119. On information and belief, Defendants SOBAZSEK, REYNOSO, IRICK, and DOES 1-10, while working for CITY and STATE and acting within the course and scope of their duties, intentionally committed and attempted to commit acts of violence against Plaintiff GONZALEZ, including by shooting him without justification or excuse, and by integrally participating and failing to intervene in the above violence.

120. When Defendants used excessive and unreasonable force against Plaintiff GONZALEZ, they intentionally interfered with his civil rights to be free from excessive force.

121. Further, the Defendants used excessive and unreasonable force in violation of the Constitution with intent to deprive Plaintiff GONZALEZ of his Constitutional rights to be free from excessive force.

1           122. On information and belief, Defendants intentionally violated  
2 Plaintiff GONZALEZ’S rights to be free from excessive force by demonstrating  
3 reckless disregard for his rights when Defendants shot Plaintiff GONZALEZ.

4           123. Defendants violated Plaintiff GONZALEZ’S Constitutional right to  
5 be free from excessive and unreasonable force by peace officers. Defendants  
6 intended to violate Plaintiff GONZALEZ’S rights and/or acted with reckless  
7 disregard with regard to Plaintiff GONZALEZ’S Constitutional rights, which is  
8 evidence that they intended to violate Plaintiff GONZALEZ’S rights.

9           124. The conduct of Defendants was a substantial factor in causing  
10 Plaintiff GONZALEZ’S harms, losses, injuries, and damages.

11           125. Defendants CITY and STATE are vicariously liable for the  
12 wrongful acts of Defendants SOBAZSEK, REYNOSO, IRICK, and DOES 1-10,  
13 their respective employees, pursuant to section 815.2(a) of the California  
14 Government Code, which provides that a public entity is liable for the injuries  
15 caused by its employees within the scope of the employment if the employee’s  
16 act would subject him or her to liability. Defendants CITY and STATE are  
17 vicariously liable under California law and the doctrine of *respondeat superior*.

18           126. The conduct of the individual Defendants was malicious, wanton,  
19 oppressive, and accomplished with a conscious disregard for Plaintiff  
20 GONZALEZ’S rights, justifying an award of exemplary and punitive damages  
21 as to those Defendants.

22           127. Plaintiff GONZALEZ seeks compensatory damages, punitive  
23 damages, costs, attorneys’ fees, and treble damages under this claim.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff GEORGE GONZALEZ requests entry of judgment in his favor and against Defendants STATE OF CALIFORNIA; CITY OF HEMET; PATRICK SOBASZEK; ANDREW REYNOSO; SEAN IRICK; and DOES 1-10, inclusive, as follows:

A. For compensatory damages in whatever other amount may be proven at trial, under federal and state law.

C. For punitive and exemplary damages against the individual defendants in an amount to be proven at trial.

D. For statutory damages.

F. For reasonable attorneys’ fees, and treble damages, including litigation expenses.

G. For interests and costs of suit; and

H. For such further other relief as the Court may deem just, proper, and appropriate.

DATED: December 24, 2024

**GRECH, PACKER, & HANKS**

By:           /s/ Trenton C. Packer            
Trenton C. Packer  
*Attorneys for Plaintiff*



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**DEMAND FOR JURY TRIAL**

Plaintiff GONZALEZ hereby submits this demand that this action be tried in front of a jury.

DATED: December 24, 2024

**GRECH, PACKER, & HANKS**

By:                   /s/ Trenton C. Packer                    
Trenton C. Packer  
*Attorneys for Plaintiff*

Electronically FILED by Superior Court of California, County of Riverside on 12/24/2024 11:50 AM  
 Case Number CVRI2407184 0000114965216 - Jason B. Galkin, Executive Officer/Clerk of the Court By Janelle Blackwell, Clerk

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

- |  |   |
|--|---|
| <input type="checkbox"/> <b>BANNING</b> 311 E. Ramsey St., Banning, CA 92220         | <input type="checkbox"/> <b>MORENO VALLEY</b> 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553 |
| <input type="checkbox"/> <b>BLYTHE</b> 265 N. Broadway, Blythe, CA 92225             | <input type="checkbox"/> <b>MURRIETA</b> 30755-D Auld Rd., Suite 1226, Murrieta, CA 92563           |
| <input type="checkbox"/> <b>CORONA</b> 505 S. Buena Vista, Rm. 201, Corona, CA 92882 | <input type="checkbox"/> <b>PALM SPRINGS</b> 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262    |
| <input type="checkbox"/> <b>MENIFEE</b> 27401 Menifee Center Dr., Menifee, CA 92584  | <input checked="" type="checkbox"/> <b>RIVERSIDE</b> 4050 Main St., Riverside, CA 92501             |

RI-CI032

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address) <b>Grech, Packer, &amp; Hanks</b> Trenton C. Packer (SBN 241057) 7095 Indiana Ave., Suite 200 Riverside, CA 92506  TELEPHONE NO: 951-682-9311 FAX NO. (Optional): 951-682-4289 E-MAIL ADDRESS (Optional): tpacker@grechpackerlaw.com ATTORNEY FOR (Name): George Gonzalez	FOR COURT USE ONLY          CASE NUMBER: <b>CVRI2407184</b>
PLAINTIFF/PETITIONER: GEORGE GONZALEZ  DEFENDANT/RESPONDENT: STATE OF CALIFORNIA; CITY OF HEMET; PATRICK SOBASZEK; ANDREW REYNOSO; SEAN IRICK; and DOES 1-10, inclusive	
<b>CERTIFICATE OF COUNSEL</b>	

The undersigned certifies that this matter should be tried or heard in the court identified above for the reasons specified below:

- The action arose in the zip code of: 92223
- The action concerns real property located in the zip code of: \_\_\_\_\_
- The Defendant resides in the zip code of: \_\_\_\_\_

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 3115 at [www.riverside.courts.ca.gov](http://www.riverside.courts.ca.gov).

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date 12/24/2024

Trenton C. Packer  
(TYPE OR PRINT NAME OF  ATTORNEY  PARTY MAKING DECLARATION)

▶ Trenton C. Packer  
(SIGNATURE)

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House  
4050 Main Street, Riverside, CA 92501  
www.riverside.courts.ca.gov

**Case Number:** CVRI2407184

**Case Name:** GONZALEZ vs STATE OF CALIFORNIA

CITY OF HEMET

### NOTICE OF CASE MANAGEMENT CONFERENCE

The Case Management Conference is scheduled as follows:

Hearing Date	Hearing Time	Department
07/02/2025	8:30 AM	Department 4
Location of Hearing: 4050 Main Street, Riverside, CA 92501		

No later than 15 calendar days before the date set for the case management conference or review, each party must file a case management statement and serve it on all other parties in the case. CRC, Rule 3.725.



The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6 shall be filed in accordance with that section.

**Remote Appearance at Hearing:** The court **strongly encourages** parties and counsel to appear remotely for non-evidentiary hearings in civil cases. Pursuant to local rule 3132, persons intending to appear remotely shall notify all opposing parties of their intention to appear remotely before the hearing. Notice may be given informally, including by telephone, email, or text message. To appear remotely, on the day of the hearing, either use your computer, mobile device, or dial (833) 568-8864 (toll free) or (669) 254-5252, when prompted enter:

Meeting ID: 160-533-0910 #  
Access Code: Press the # key (no number after the #)

Please MUTE your phone until your case is called, and it is your turn to speak. It is important to note that you must call twenty (20) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.


	<p>Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form (<a href="https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf">https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf</a>) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.</p>
	<p>Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing <a href="mailto:ADA@riverside.courts.ca.gov">ADA@riverside.courts.ca.gov</a> to request an accommodation. A <i>Request for Accommodations by Persons With Disabilities and Order</i> (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)</p>

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the Notice of Case Management Conference on this date, by depositing said copy as stated above.

Dated: 01/03/2025

JASON B. GALKIN,  
Court Executive Officer/Clerk of the Court

by:   
\_\_\_\_\_  
J. Blackwell, Deputy Clerk

Notice has been printed for the following Firm/Attorneys or Parties: CVRI2407184

PACKER, TRENTON C.  
7095 INDIANA AVE. SUITE 200  
Riverside, CA 92506

GONZALEZ, GEORGE

CITY OF HEMET

STATE OF CALIFORNIA

REYNOSO, ANDREW

SOBASZEK, PATRICK

IRICK, SEAN

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

Historic Court House  
4050 Main Street, Riverside, CA 92501  
www.riverside.courts.ca.gov

**Case Number:** CVRI2407184

**Case Name:** GONZALEZ vs STATE OF CALIFORNIA

**NOTICE OF DEPARTMENT ASSIGNMENT**

The above entitled case is assigned to the Honorable Daniel Ottolia in Department 4 for All Purposes.

Any disqualification pursuant to CCP section 170.6 shall be filed in accordance with that section.

The court follows California Rules of Court, Rule 3.1308(a)(1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law and motion matter are posted on the internet by 3:00 p.m. on the court day immediately before the hearing at <http://riverside.courts.ca.gov/tentativerulings.shtml>. If you do not have internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, you must (1) notify the judicial secretary at (760) 904-5722 and (2) inform all other parties, no later than 4:30 p.m. the court day before the hearing. If no request for oral argument is made by 4:30 p.m., the tentative ruling will become the final ruling on the matter effective the date of the hearing.

The filing party shall serve a copy of this notice on all parties.

	Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form ( <a href="https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf">https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf</a> ) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.
	Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing <a href="mailto:ADA@riverside.courts.ca.gov">ADA@riverside.courts.ca.gov</a> to request an accommodation. A <i>Request for Accommodations by Persons With Disabilities and Order</i> (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)

Dated: 01/03/2025

JASON B. GALKIN,  
Court Executive Officer/Clerk of the Court

by:

\_\_\_\_\_  
J. Blackwell, Deputy Clerk



SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
www.riverside.courts.ca.gov

**Self-represented parties:** <https://www.riverside.courts.ca.gov/SelfHelp/self-help.php>

**ALTERNATIVE DISPUTE RESOLUTION (ADR) –  
INFORMATION PACKAGE**

**\*\*\* THE PLAINTIFF MUST SERVE THIS INFORMATION PACKAGE  
ON EACH PARTY WITH THE COMPLAINT. \*\*\***

**What is ADR?**

Alternative Dispute Resolution (ADR) is a way of solving legal disputes without going to trial. The main types are mediation, arbitration, and settlement conferences.

**Advantages of ADR:**

- ⌚ Faster: ADR can be done in a 1-day session within months after filing the complaint.
- ⌚ Less expensive: Parties can save court costs and attorneys' and witness fees.
- ⌚ More control: Parties choose their ADR process and provider.
- ⌚ Less stressful: ADR is done informally in private offices, not public courtrooms.

**Disadvantages of ADR:**

- ⌚ No public trial: Parties do not get a decision by a judge or jury.
- ⌚ Costs: Parties may have to pay for both ADR and litigation.

**Main Types of ADR:**

**Mediation:** In mediation, the mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to create a settlement agreement that is acceptable to everyone. If the parties do not wish to settle the case, they go to trial.

**Mediation may be appropriate when the parties:**

- ⌚ want to work out a solution but need help from a neutral person; or
- ⌚ have communication problems or strong emotions that interfere with resolution; or
- ⌚ have a continuing business or personal relationship.

**Mediation is not appropriate when the parties:**

- ⌚ want their public "day in court" or a judicial determination on points of law or fact;
- ⌚ lack equal bargaining power or have a history of physical/emotional abuse.

**Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration the arbitrator's decision is final; there is no right to trial. In "non-binding" arbitration, any party can request a trial after the arbitrator's decision. The court's mandatory Judicial Arbitration program is non-binding.

Arbitration may be appropriate when the parties:

- ⚡ want to avoid trial, but still want a neutral person to decide the outcome of the case.

Arbitration is not appropriate when the parties:

- ⚡ do not want to risk going through both arbitration and trial (Judicial Arbitration)
- ⚡ do not want to give up their right to trial (binding arbitration)

**Settlement Conferences:** Settlement conferences are similar to mediation, but the settlement officer usually tries to negotiate an agreement by giving strong opinions about the strengths and weaknesses of the case, its monetary value, and the probable outcome at trial. Settlement conferences often involve attorneys more than the parties and often take place close to the trial date.

**RIVERSIDE COUNTY SUPERIOR COURT ADR REQUIREMENTS**

ADR Information and forms are posted on the ADR website:  
<https://www.riverside.courts.ca.gov/Divisions/ADR/ADR.php>

**General Policy:**

Parties in most general civil cases are expected to participate in an ADR process before requesting a trial date and to participate in a settlement conference before trial. (Local Rule 3200)

**Court-Ordered ADR:**

Certain cases valued at under \$50,000 may be ordered to judicial arbitration or mediation. This order is usually made at the Case Management Conference. See the “Court-Ordered Mediation Information Sheet” on the ADR website for more information.

**Private ADR (for cases not ordered to arbitration or mediation):**

Parties schedule and pay for their ADR process without Court involvement. Parties may schedule private ADR at any time; there is no need to wait until the Case Management Conference. See the “Private Mediation Information Sheet” on the ADR website for more information.

**BEFORE THE CASE MANAGEMENT CONFERENCE (CMC), ALL PARTIES MUST:**

1. Discuss ADR with all parties at least 30 days before the CMC. Discuss:
  - ⚡ Your preferences for mediation or arbitration.
  - ⚡ Your schedule for discovery (getting the information you need) to make good decisions about settling the case at mediation or presenting your case at an arbitration.
2. File the attached “Stipulation for ADR” along with the Case Management Statement, if all parties can agree.
3. Be prepared to tell the judge your preference for mediation or arbitration and the date when you could complete it.

(Local Rule 3218)

**RIVERSIDE COUNTY ADR PROVIDERS INCLUDE:**

- ⚡ The Court’s Civil Mediation Panel (available for both Court-Ordered Mediation and Private Mediation). See <https://adr.riverside.courts.ca.gov/Home/CivilMedPanel> or ask for the list in the civil clerk’s office, attorney window.
- ⚡ Riverside County ADR providers funded by DRPA (Dispute Resolution Program Act):
  - Dispute Resolution Service (DRS) Riverside County Bar Association: (951) 682-1015
  - Dispute Resolution Center, Community Action Partnership (CAP): (951) 955-4900
  - Chapman University School of Law Mediation Clinic (services only available at the court)



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

- BLYTHE** 265 N. Broadway, Blythe, CA 92225
- MURRIETA** 30755-D Auld Rd., Murrieta, CA 92563
- 7CFCB5** í é ÜÖ^ ^) aXá aU { GEFÖ [!] } aÖÖA G i G
- PALM SPRINGS** 3255 Tahquitz Canyon Way, Palm Springs, CA 92262
- MORENO VALLEY** 13800 Heacock St. #D201, Moreno Valley, CA 92553
- RIVERSIDE** 4050 Main St., Riverside, CA 92501

**RI-ADR00%**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address)     TELEPHONE NO: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
PLAINTIFF/PETITIONER:   DEFENDANT/RESPONDENT:	CASE NUMBER:   CASE MANAGEMENT CONFERENCE DATE(S):
<p><b>STIPULATION FOR ALTERNATIVE DISPUTE RESOLUTION (ADR)</b> (CRC 3.2221; Local Rule, Title 3, Division 2)</p>	

**Court-Ordered ADR:**

Eligibility for Court-Ordered Mediation or Judicial Arbitration will be determined at the Case Management Conference. If eligible, the parties agree to participate in:

- Mediation                       Judicial Arbitration (non-binding)

**Private ADR:**

If the case is not eligible for Court-Ordered Mediation or Judicial Arbitration, the parties agree to participate in the following ADR process, which they will arrange and pay for without court involvement:

- Mediation                       Judicial Arbitration (non-binding)  
 Binding Arbitration         Other (describe): \_\_\_\_\_

Proposed date to complete ADR: \_\_\_\_\_

**SUBMIT THIS FORM ALONG WITH THE CASE MANAGEMENT STATEMENT.**

(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)