

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Audra Mori

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11
12 JUSTYCE CHAVEZ,
13 Plaintiff,

14 v.

15 CITY OF LOS ANGELES, a public entity,
16 RUBY AGUIRRE, an individual
and DOES 1 through 50, inclusive,
17 Defendants.

Case No. **21STCV33770**

COMPLAINT FOR DAMAGES:

- 1. **NEGLIGENCE**
- 2. **NEGLIGENT HIRING/ RETENTION/
SUPERVISION/ TRAINING**

DEMAND FOR JURY TRIAL

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21 COMES NOW Plaintiff JUSTYCE CHAVEZ ("PLAINTIFF"); for causes of actions
22 against Defendants, CITY OF LOS ANGELES; RUBY AGUIRRE, an individual; and DOES 1-
23 50, inclusive ("DEFENDANTS"), who complain and allege as follows:

24 **GENERAL ALLEGATIONS**

25 1. On May 6, 2021, plaintiff Justyce Chavez was suddenly, unexpectedly and
26 violently broadsided by an on duty police officer with the City of Los Angeles, Ruby Aguirre.
27 Based upon information and belief, Officer Aguirre was driving in excess of the speed limit
28 without the use of emergency lights or sirens when she collided with Chavez's vehicle.

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1 2. As a result of the collision, Justyce Chavez suffered major bodily trauma and
2 required medical extraction from her vehicle and was taken by paramedics to an area medical
3 center.

4 3. Plaintiff Justyce Chavez, at all times relevant herein, was and is a resident of Los
5 Angeles County.

6 4. Defendant CITY OF LOS ANGELES ("CITY"), at all times relevant herein, was a
7 public entity duly organized and existing under and by virtue of the laws of the State of California
8 and authorized to do, and is doing, business in the State of California with its principal place of
9 business in Solano County.

10 5. Defendant, Ruby Aguirre ("AGUIRRE"), at all times relevant herein, was
11 employed as a police officer with the Los Angeles Police Department and resides in the City of
12 Los Angeles.

13 6. Defendant CITY is a public entity, upon which Plaintiff has, pursuant to
14 *Government Code* §§ 905 & 910 et seq., timely served with written government claims. Pursuant
15 to *Government Code* § 945.4, such government claims have been deemed to have been rejected by
16 Defendant CITY. Accordingly, Plaintiff has standing to bring suit for monetary damages against
17 this public entity.

18 7. The true names and capacities, whether individual, plural, corporate, partnership,
19 associate, or otherwise, of DOES 1 through 50, inclusive, are unknown to Plaintiff who therefore
20 sue said Defendants by such fictitious names. The full extent of the facts linking such fictitiously
21 sued Defendants is unknown to Plaintiff. Plaintiff is informed and believes, and thereon allege,
22 that each of the Defendants designated herein as a DOE was, and is, negligent, or in some other
23 actionable manner, responsible for the events and happenings hereinafter referred to, and thereby
24 negligently, or in some other actionable manner, legally and proximately caused the hereinafter
25 described injuries and damages to Plaintiff. Plaintiff will hereafter seek leave of the Court to
26 amend this Complaint to show the Defendants' true names and capacities after the same have been
27 ascertained.

28 8. Plaintiff is informed and believes, and thereon allege, that at all times mentioned

1 herein, Defendants, and each of them, including DOES 1 through 50, inclusive, were agents,
2 servants, employees, successors in interest, and/or joint venturers of their co-Defendants, and
3 were, as such, acting within the course, scope, and authority of said agency, employment, and/or
4 venture, and that each and every Defendant, as aforesaid, when acting as a principal, was negligent
5 in the selection and hiring of each and every other defendant as an agent, servant, employee,
6 successor in interest, and/or joint venturer.

7 9. Plaintiff is informed and believes, and thereon allege, that at all times mentioned
8 herein, Defendant AGUIRRE was acting in the course and scope of his employment with
9 Defendant CITY and DOES 1 through 50, inclusive. Plaintiffs are further informed and believe,
10 and thereon allege, that Defendant AGUIRRE was employed by and acting within the course and
11 scope of his employment with Defendant CITY and DOES 1 through 50, inclusive, as a Los
12 Angeles Police Department officer on the evening of the SUBJECT INCIDENT.

13 10. Plaintiffs are informed and believe, and thereon allege, that pursuant to California
14 *Government Code* §§ 815.2, 815.4, and 820(a), Defendant CITY and DOES 1 through 50,
15 inclusive, are vicariously liable for the actions and omissions of their employees, agents, or
16 independent contractors, including but not limited to, Defendants AGUIRRE and DOES 1 through
17 50, inclusive, for any negligent acts or omissions that caused Plaintiff's injuries.

18 **FIRST CAUSE OF ACTION**

19 **(Negligence by All Plaintiff Against All Defendants and DOES 1 through 50, inclusive)**

20 11. Plaintiff re-alleges and incorporate herein by reference each and every allegation
21 and statement contained in the prior paragraphs.

22 12. Plaintiff is informed and believe, and thereon allege, that at all times mentioned
23 herein, Defendant CITY and DOES 1 through 50, inclusive, were the lessees of, owners of, had an
24 ownership interest in, or otherwise had control over the patrol vehicle being driven by Officer
25 AGUIRRE that caused Plaintiff's severe injuries. Plaintiff is further informed and believe, and
26 thereon allege, that at all times mentioned herein the subject patrol vehicle was being operated
27 and/or controlled by Defendant AGUIRRE, with the consent, knowledge, and permission of
28 Defendant CITY and DOES 1 through 50, inclusive.

1 13. Plaintiff is informed and believes, and thereon allege, that at all times mentioned
2 herein, Defendant AGUIRRE was acting within the course and scope of his employment with his
3 employer, Defendant CITY and DOES 1 through 50, inclusive.

4 14. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned
5 herein, Defendants CITY, AGUIRRE and DOES 1 through 50, inclusive, had a duty to operate,
6 drive, control, entrust, service, and maintain that certain patrol vehicle in a reasonable manner.

7 15. Plaintiff is informed and believe, and thereon allege, that at all relevant times,
8 including at the time of impact, Plaintiff was acting reasonably and driving lawfully.

9 16. Plaintiff is informed and believes, and thereon allege, that Defendant CITY and
10 DOES 1 through 50, inclusive, were responsible for maintaining and discharging law enforcement
11 services in the City of Los Angeles including in the area surrounding the subject incident at the
12 intersection of Western and Jefferson in the City of Los Angeles. As part of those law
13 enforcement services, Defendant CITY and DOES 1 through 50, inclusive, were aware that Los
14 Angeles Police Department officers employed by Defendant CITY would be required to navigate
15 police cruisers through residential sections and neighborhoods in the City of Los Angeles in close
16 proximity to civilian motorists. Defendant CITY has a non-delegable duty to ensure that civilian
17 motorists are not injured by police officers operating police cruisers while in the course of
18 discharging law enforcement services in the City of Los Angeles including in the area surrounding
19 the subject incident at the intersection of Western and Jefferson in the City of Los Angeles.

20 17. Plaintiff is informed and believe, and thereon allege, that, as a result of the
21 aforementioned conduct, Defendants CITY, AGUIRRE and DOES 1 through 50, inclusive,
22 breached their duty to operate, drive, control, entrust, service, and maintain the subject patrol
23 vehicle in a safe and reasonable manner.

24 18. As a direct and proximate result of the conduct of Defendants and DOES 1 through
25 50, inclusive, Plaintiff was caused to suffer severe and permanent injuries.

26 19. As a legal, direct and proximate result of the conduct of Defendants and DOES 1
27 through 50, inclusive, as aforesaid, Plaintiff has incurred property and medical expenses in an
28 amount to be stated according to proof, pursuant to Section 425.10 of the California *Code of Civil*

1 25. At all times herein, Defendant CITY and DOES 1 through 50, inclusive, owed a
2 duty of care to the public in the hiring, retention, supervision and training of their agents,
3 employees, servants, and/or independent contractors, which they assigned to operate police
4 cruisers.

5 26. Defendant CITY and DOES 1 through 50, inclusive, failed to act reasonably in the
6 hiring, retention, supervision and training of their agents, employees, servants, and/or independent
7 contractors, including Defendant AGUIRRE, thereby breaching their duty to hire, retain, supervise
8 and train Defendant AGUIRRE in a reasonable manner.

9 27. Plaintiff is informed and believes, and thereon allege, that in doing the acts as
10 heretofore alleged, Defendant CITY and DOES 1 through 50, inclusive, knew, or in the exercise
11 of reasonable diligence should have known, that Defendant AGUIRRE was incompetent and unfit
12 to perform the duties for which he was employed, and that an undue risk to persons such as
13 Plaintiff would exist because of the employment. Specifically, Plaintiff is informed and believes,
14 and thereon allege, that Defendant CITY and DOES 1 through 50, inclusive, knew of Defendant
15 AGUIRRE's lack of qualifications as a driver, and history of driving violations, which created an
16 unreasonable risk to foreseeable civilian motorists.

17 28. Plaintiff is informed and believe, and thereon allege, that despite this advance
18 knowledge, Defendant CITY and DOES 1 through 50, inclusive, hired and retained Defendant
19 AGUIRRE as an employee, and failed to properly supervise and manage this risk of its employee.

20 29. As a direct and proximate result of the conduct of Defendant CITY and DOES 1
21 through 50, inclusive, Plaintiff was caused to suffer severe and permanent injuries.

22 30. As a legal, direct and proximate result of the conduct of Defendant CITY and
23 DOES 1 through 50, inclusive, as aforesaid, Plaintiff has incurred property and medical expenses
24 in an amount to be stated according to proof, pursuant to Section 425.10 of the California *Code of*
25 *Civil Procedure*.

26 31. As a legal, direct and proximate result of the conduct of Defendant CITY and
27 DOES 1 through 50, inclusive, as aforesaid, Plaintiff sustained non-economic damages, including,
28 but not limited to, past and future physical pain and mental suffering, loss of enjoyment of life,

1 disfigurement, physical impairment, inconvenience, grief, anxiety, humiliation, serious emotional
2 distress, in an amount in excess of the jurisdictional minimum, according to proof, pursuant to
3 Section 425.10 of the *California Code of Civil Procedure*.

4 32. As a legal, direct and proximate result of the conduct of Defendant CITY and
5 DOES 1 through 50, inclusive, as aforesaid, Plaintiff was compelled to, and did, employ the
6 services of hospitals, physicians, surgeons, nurses, and the like, to care for and treat her, the exact
7 amount of such losses to be stated according to proof, pursuant to Section 425.10 of the California
8 *Code of Civil Procedure*.

9 33. As a legal, direct and proximate result of the conduct of Defendant CITY and
10 DOES 1 through 50, inclusive, as aforesaid, Plaintiff suffered lost earnings and earning capacity,
11 and property damages, the exact amount of such losses to be stated according to proof, pursuant to
12 Section 425.10 of the California *Code of Civil Procedure*.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays judgment against all Defendants as follows:


- 15 1. For general damages in an amount in excess of the jurisdictional minimum,
16 according to proof;
- 17 2. For economic damages related to loss of earnings, lost earning capacity, and loss of
18 financial support;
- 19 3. For hospital, medical, professional, and incidental expenses, according to proof;
- 20 4. For damages for Plaintiffs' other economic losses, according to proof;
- 21 5. For pre-trial interest, according to proof;
- 22 6. For prejudgment interest, according to proof and
- 23 7. For such other and further relief as this Court may deem just and proper.

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DATED: September 13, 2021

PANISH SHEA & BOYLE LLP


By: 
Robert S. Glassman
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury as to all causes of action.

DATED: September 13, 2021

PANISH SHEA & BOYLE LLP

By: 
Robert S. Glassman
Attorneys for Plaintiff