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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**05/10/2023** at 09:54:01 AM  
Clerk of the Superior Court  
By Marisa King, Deputy Clerk

6 Attorneys for Plaintiffs,  
7 ESTATE OF GABRIEL PRITCHARD, et. al.

8 **SUPERIOR COURT OF CALIFORNIA**  
9 **COUNTY OF SAN DIEGO**

11 ESTATE OF GABRIEL PRITCHARD;  
12 DEBORAH OTERO, an individual and  
13 successor in interest of Decedent GABRIEL  
14 PRITCHARD; MANUEL CONTRERAS, an  
15 individual and successor in interest of  
16 Decedent GABRIEL PRITCHARD

16 Plaintiffs,

17 v.

18 CITY OF OCEANSIDE, a public entity;  
19 COUNTY OF SAN DIEGO, a public entity;  
20 STATE OF CALIFORNIA, a public entity;  
21 CALIFORNIA DEPARTMENT OF  
22 FORESTRY AND FIRE PROTECTION, a  
23 public entity; and Does 1 to 50, inclusive.

23 Defendants.

Case No.: 37-2023-00020419-CU-PO-NC

(UNLIMITED CIVIL ACTION)

**COMPLAINT FOR DAMAGES**

1. **DANGEROUS CONDITION OF PUBLIC PROPERTY – WRONGFUL DEATH**
2. **NEGLIGENCE**

**\*\*DEMAND FOR JURY TRIAL\*\***

24  
25 COME NOW, Plaintiffs ESTATE OF GABRIEL PRITCHARD; DEBORAH  
26 OTERO, an individual and successor in interest of Decedent GABRIEL PRITCHARD;  
27 MANUEL CONTRERAS, an individual and successor in interest of Decedent GABRIEL  
28 PRITCHARD and submit their Complaint and alleges as follows:

**GENERAL ALLEGATIONS**

1  
2 1. At all times relevant herein, Plaintiffs ESTATE OF GABRIEL  
3 PRITCHARD; DEBORAH OTERO, an individual and successor in interest of Decedent  
4 GABRIEL PRITCHARD; MANUEL CONTRERAS, an individual and successor in interest  
5 of Decedent GABRIEL PRITCHARD (“Plaintiffs”), were residents of the County of San  
6 Diego, State of California.

7 2. Plaintiff DEBORAH OTERO, is a surviving parent of Decedent GABRIEL  
8 PRITCHARD (hereinafter referred to as "GABRIEL PRITCHARD"). GABRIEL  
9 PRITCHARD’s date of birth is November 20, 1988, and his date of death is May 15, 2022.

10 3. Plaintiff MANUEL CONTRERAS, is a surviving sibling of Decedent  
11 GABRIEL PRITCHARD (hereinafter referred to as "GABRIEL PRITCHARD"). GABRIEL  
12 PRITCHARD’s date of birth is November 20, 1988, and his date of death is May 15, 2022.

13 4. Plaintiffs ESTATE OF GABRIEL PRITCHARD; DEBORAH OTERO, an  
14 individual and successor in interest of Decedent GABRIEL PRITCHARD; MANUEL  
15 CONTRERAS, an individual and successor in interest of Decedent GABRIEL  
16 PRITCHARD, are asserting causes of action for the wrongful death of Decedent GABRIEL  
17 PRITCHARD.

18 5. Plaintiffs believe all heirs of Decedent GABRIEL PRITCHARD, are named  
19 herein. If others are discovered, Plaintiff will seek leave of Court to amend this Complaint to  
20 reflect such unknown heirs.

21 6. Plaintiffs ESTATE OF GABRIEL PRITCHARD; DEBORAH OTERO, an  
22 individual and successor in interest of Decedent GABRIEL PRITCHARD; MANUEL  
23 CONTRERAS, an individual and successor in interest of Decedent GABRIEL  
24 PRITCHARD are informed and believe, and based upon such information and belief allege  
25 that they are the decedent’s lawful heirs, and therefore this complaint does not name any  
26 adverse heir in connection with this complaint for wrongful death.

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1           7.       Plaintiffs ESTATE OF GABRIEL PRITCHARD; DEBORAH OTERO, an  
2 individual and successor in interest of Decedent GABRIEL PRITCHARD; MANUEL  
3 CONTRERAS, an individual and successor in interest of Decedent GABRIEL  
4 PRITCHARD are informed, believe and thereupon allege that Defendants CITY OF  
5 OCEANSIDE, a public entity; COUNTY OF SAN DIEGO, a public entity; STATE OF  
6 CALIFORNIA, a public entity; CALIFORNIA DEPARTMENT OF FORESTRY AND  
7 FIRE PROTECTION, a public entity; and Does 1 to 50, inclusive, are and, at all times  
8 mentioned herein, were and are corporations/public entities organized and existing under the  
9 law of the State of California, having its principle place of business in the State of California,  
10 County of San Diego.

11           8.       Plaintiffs are ignorant of the true names and capacities, whether individual,  
12 corporate, associate, or otherwise, of Defendants sued herein as DOES 1 through 50,  
13 inclusive, and, therefore, sues these Defendants by such fictitious names. Plaintiffs will  
14 amend this complaint to allege their true names and capacities when ascertained. Plaintiffs  
15 are informed and believe and thereon allege that each of these fictitiously named Defendants  
16 are responsible in some manner for the occurrences herein alleged, and that Plaintiffs'  
17 damages, as herein alleged, were proximately caused by such Defendants.

18           9.       Plaintiffs are informed and believe and thereon allege that each of the  
19 Defendants designated herein as a DOE is responsible, negligently or in some manner, for  
20 the events and happenings herein referred to, and thereby proximately caused the death and  
21 damages to the Plaintiff as herein after alleged.

22           10.       Plaintiffs is informed, believe and thereupon allege that Defendants,  
23 including those sued herein as DOES 1 through 50, inclusive, and each of them, were and are  
24 the tenants, agents, employees, officers, directors, principals, managing agents, managers,  
25 members, subsidiaries, affiliates, joint ventures, partners, subcontractors, alter egos, co-  
26 conspirators or representatives of each other with respect to the events and transactions  
27 alleged herein. Plaintiff are informed, believe and thereupon alleges that Defendants,  
28 including those sued herein as DOES 1 through 50, inclusive, and each of them, were

1 involved in the acts, transactions, and omissions alleged herein below and are responsible in  
2 whole or in part for the injuries and damages herein alleged. Plaintiff are informed, believe  
3 and thereupon alleges that, at all times herein mentioned, each of the Defendants, including  
4 those named herein as DOES 1 through 50, in addition to action for himself and itself at all  
5 material times was acting as the agent, servant, employee and representative of each of the  
6 other defendants, and in doing the things herein after alleged, was acting within the course  
7 and scope of such relationship and with the permission, consent and ratification of each and  
8 every other Defendant. All of the references made herein below to Defendants, and each of  
9 them, include a reference to the fictitiously named Defendants. Defendants DOES 1 through  
10 50 identified in the complaint are fictitiously named Defendants, and Plaintiff reserves the  
11 right to amend this complaint to identify those parties' true names once discovered.

12 11. Defendants at all times mentioned herein were the agents, servants,  
13 employees, partners, members, shareholders, officers, directors, joint venturers, and alter  
14 egos of each other, and in doing for failing to do the things hereinafter mentioned were acting  
15 within the purpose and scope of their agency and employment and with the knowledge and  
16 consent of each other.

17 12. As used herein the term "Defendant" means all Defendants, both jointly and  
18 severally, and references by name to any named Defendant shall include all Defendants, both  
19 jointly and severally.

20 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

21 13. "Pursuant to the Government Code, any party with a claim against a public  
22 entity must first present the claim to the entity; only if the governmental claim is denied or  
23 rejected may the claimant then institute civil litigation. (Government Code § 945.4.)"

24 **ESTATE OF GABRIEL PRITCHARD**

25 14. Defendants, CITY OF OCEANSIDE; and DOES 1 through 50, were served  
26 with a claim for damages pursuant to Government Code Section 911.2 on or about  
27 November 11, 2022 and was rejected on December 15, 2022.  
28

1           15. Defendants, COUNTY OF SAN DIEGO; and DOES 1 through 50, were  
2 served with a claim for damages pursuant to Government Code Section 911.2 on or about  
3 November 11, 2022 and was rejected on November 18, 2022.

4           16. Defendants, STATE OF CALIFORNIA; DEPARTMENT OF FORESTRY  
5 AND FIRE PROTECTION; and DOES 1 through 50, were served with a claim for damages  
6 pursuant to Government Code Section 911.2 on or about November 11, 2022 and has not  
7 been rejected by an agent for Defendants STATE OF CALIFORNIA, DEPARTMENT OF  
8 FORESTRY AND FIRE PROTECTION.

9 DEBORAH OTERO

10           17. Defendants, CITY OF OCEANSIDE; and DOES 1 through 50, were served  
11 with a claim for damages pursuant to Government Code Section 911.2 on or about  
12 November 11, 2022 and was rejected on December 15, 2022.

13           18. Defendants, COUNTY OF SAN DIEGO; and DOES 1 through 50, were  
14 served with a claim for damages pursuant to Government Code Section 911.2 on or about  
15 November 11, 2022 and was rejected on November 18, 2022.

16           19. Defendants, STATE OF CALIFORNIA; DEPARTMENT OF FORESTRY  
17 AND FIRE PROTECTION; and DOES 1 through 50, were served with a claim for damages  
18 pursuant to Government Code Section 911.2 on or about November 11, 2022 and has not  
19 been rejected by an agent for Defendants STATE OF CALIFORNIA, DEPARTMENT OF  
20 FORESTRY AND FIRE PROTECTION.

21 MANUEL CONTRERAS

22           20. Defendants, CITY OF OCEANSIDE; and DOES 1 through 50, were served  
23 with a claim for damages pursuant to Government Code Section 911.2 on or about  
24 November 11, 2022 and was rejected on December 15, 2022.

25           21. Defendants, COUNTY OF SAN DIEGO; and DOES 1 through 50, were  
26 served with a claim for damages pursuant to Government Code Section 911.2 on or about  
27 November 11, 2022 and was rejected on November 18, 2022.  
28

1 22. Defendants, STATE OF CALIFORNIA; DEPARTMENT OF FORESTRY  
2 AND FIRE PROTECTION; and DOES 1 through 50, were served with a claim for damages  
3 pursuant to Government Code Section 911.2 on or about November 11, 2022 and has not  
4 been rejected by an agent for Defendants STATE OF CALIFORNIA, DEPARTMENT OF  
5 FORESTRY AND FIRE PROTECTION.

6 **FIRST CAUSE OF ACTION**

7 **(Dangerous Condition of Public Property – Wrongful Death Against**  
8 **All Defendants)**

9 23. Plaintiffs adopt and incorporate each of the foregoing paragraphs 1-22 by  
10 reference as though fully set forth herein.

11 24. At all times hereinafter mentioned, Decedent was a transient who frequented  
12 and/or resided at a hillside encampment located at and/or near 1315 Union Plaza Ct. & 1320  
13 Union Plaza Ct., Oceanside, CA 92054 (hereinafter “SUBJECT LOCATION”).

14 25. On or about May 15, 2022, Decedent GABRIEL PRITCHARD was a  
15 transient residing at a known encampment located at and/or near 1315 Union Plaza Ct. &  
16 1320 Union Plaza Ct. when a fire erupted at the hillside encampment. Plaintiffs are informed  
17 and believe, and thereupon allege, that Decedent GABRIEL PRITCHARD became trapped  
18 in the subject hillside encampment fire, was unable to escape, and ultimately perished in the  
19 fire due to burn injuries and/or smoke inhalation. Following the subject incident, Defendants  
20 CITY OF OCEANSIDE, a public entity; COUNTY OF SAN DIEGO, a public entity;  
21 STATE OF CALIFORNIA, a public entity; CALIFORNIA DEPARTMENT OF  
22 FORESTRY AND FIRE PROTECTION, a public entity; and Does 1 to 50, inclusive, failed  
23 to conduct a thorough search of the hillside encampment and thus failed to locate Decedent  
24 GABRIEL PRITCHARD’s corpse. When Plaintiffs had not heard from Decedent for some  
25 time, Plaintiffs filed a missing person’s report and went looking for Decedent themselves.  
26 More than ten (10) days after the subject fire, Plaintiffs found Decedent GABRIEL  
27 PRITCHARD’s burnt corpse at the subject hillside encampment.

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1           26. Plaintiffs are informed and believe, and thereupon allege, that Defendants  
2 CITY OF OCEANSIDE, a public entity; COUNTY OF SAN DIEGO, a public entity;  
3 STATE OF CALIFORNIA, a public entity; CALIFORNIA DEPARTMENT OF  
4 FORESTRY AND FIRE PROTECTION, a public entity; and Does 1 to 50, inclusive,  
5 created, owned, built, drafted, engineered, designed, inspected, regulated, modified, directed,  
6 supervised, planned, contracted, constructed, managed, serviced, repaired, maintained, used,  
7 occupied, and controlled the SUBJECT LOCATION, including the subject hillside  
8 encampment, and owed non-delegable duties to Decedent and other members of the public in  
9 connection with the SUBJECT LOCATION and, pursuant to *Government Code* sections  
10 815.2, 815.4 820(a) *et seq.*, 830, and 835(b) are vicariously liable for torts of their agents,  
11 associates, employees, contractors (independent or otherwise), consultants, partners, vendors  
12 and/or joint venturers including, but not limited to, Does 1 to 50, inclusive, for negligently,  
13 carelessly and/or recklessly planning, owning, building, installing, reviewing, evaluating,  
14 directing, designing, maintaining, allowing, permitting, regulating, contracting, controlling,  
15 servicing, inspecting, repairing, modifying, altering, monitoring, managing, constructing,  
16 controlling, warning or failing to warn of, failing to remove, allowing to remain, and/or  
17 supervising the SUBJECT LOCATION, including the subject hillside encampment, and said  
18 negligent, careless and reckless acts or failures to act created said dangerous and defective  
19 conditions of said properties which legally caused the subject incident, Decedent's untimely  
20 death, and the injuries and damages to Plaintiffs as herein alleged.

21           27. Plaintiffs are informed and believe, and thereupon allege, that at all times  
22 mentioned herein, and at the time of Decedent's death, the SUBJECT LOCATION,  
23 including the hillside encampment, was defective and contained various dangerous  
24 conditions and defects pursuant to *Government Code* section 835, including, but not limited  
25 to, hazardous trees and dry bushes, brush, and/or other vegetation that was highly flammable  
26 and created a substantial and reasonably foreseeable fire risk when the SUBJECT  
27 LOCATION was used with due care in a reasonable manner.

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1           28.     Based on the aforementioned facts, the SUBJECT LOCATION, including the  
2 hillside encampment, constituted a dangerous condition of public property at the time of the  
3 subject incident that created a reasonably foreseeable risk of injury to persons using the  
4 SUBJECT LOCATION, including the hillside encampment, in a reasonable manner.

5           29.     Plaintiffs are informed and believe, and thereupon allege, that CITY OF  
6 OCEANSIDE, a public entity; COUNTY OF SAN DIEGO, a public entity; STATE OF  
7 CALIFORNIA, a public entity; CALIFORNIA DEPARTMENT OF FORESTRY AND  
8 FIRE PROTECTION, a public entity; and Does 1 to 50, inclusive, had, within the meaning  
9 of *Government Code* section 835.2, actual and/or constructive knowledge of said dangerous  
10 and defective conditions at the SUBJECT LOCATION, including the hazardous trees and  
11 dry bushes, brush, and/or other vegetation at and/or near the hillside encampment area  
12 surrounding and within the SUBJECT LOCATION, for a sufficient period of time prior to  
13 the subject fire to have taken measures to prevent such incidents due to the longstanding  
14 physical appearance and conditions of the SUBJECT LOCATION, including the hillside  
15 encampment, as well as the trees and/or vegetation surrounding and within the SUBJECT  
16 LOCATION, which showed obvious signs of, among other things, fire hazard. These  
17 dangerous and defective conditions at the SUBJECT LOCATION, including the hillside  
18 encampment, existed for a sufficient period of time prior to the subject fire for Defendants to  
19 have taken reasonable measures to prevent the subject incident. However, Defendants, and  
20 each of them, negligently, carelessly, and recklessly failed to do so.

21           30.     Plaintiffs are informed and believe, and thereupon allege, that said dangerous  
22 conditions were not nor would not have been reasonably apparent to, and were not nor would  
23 have been anticipated by, persons exercising due care, such as Decedent. Plaintiffs are  
24 further informed and believe, and thereupon allege, that said dangerous conditions were a  
25 legal, direct, and proximate cause of Decedent's death and Plaintiffs' injuries and damages  
26 alleged herein.

27           31.     Plaintiffs further allege that Defendants CITY OF OCEANSIDE, a public  
28 entity; COUNTY OF SAN DIEGO, a public entity; STATE OF CALIFORNIA, a public



1 entity; CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, a  
2 public entity; and Does 1 to 50, inclusive, and their employees, agents, servants, and  
3 contractors (independent or otherwise) are liable for Plaintiffs' damages pursuant to  
4 *Government Code* sections 815.2, 815.4, 820(a) *et seq.*, 830, and 835(b) for negligently,  
5 carelessly, and/or recklessly owning, occupying, designing, maintaining, allowing,  
6 permitting, regulating, controlling, servicing, inspecting, repairing, modifying, altering,  
7 monitoring, improving, constructing, warning, and/or failing to warn, and/or supervising the  
8 SUBJECT LOCATION, including the subject hillside encampment, and said negligent,  
9 careless and/or reckless acts or failures to act created said dangerous and defective conditions  
10 at the SUBJECT LOCATION, including the subject hillside encampment, which legally  
11 caused the subject fire, Decedent's death, and Plaintiffs' injuries and damages herein alleged.

12 32. Plaintiffs are informed and believe, and thereupon allege, that Defendants  
13 CITY OF OCEANSIDE, a public entity; COUNTY OF SAN DIEGO, a public entity;  
14 STATE OF CALIFORNIA, a public entity; CALIFORNIA DEPARTMENT OF  
15 FORESTRY AND FIRE PROTECTION, a public entity; and Does 1 to 50, inclusive, and  
16 their employees, agents, servants, and contractors (independent or otherwise), knew, or in the  
17 exercise of ordinary care, should have known of the dangerous conditions present at the  
18 SUBJECT LOCATION, including the subject hillside encampment, and each of them, had  
19 sufficient time, resources and funds available prior to the subject fire to have taken measures  
20 to protect against the dangerous conditions, correct the dangerous conditions, and/or warn  
21 members of the public, including Decedent, of said dangerous conditions. Nonetheless,  
22 Defendants, and each of them, failed to properly maintain and/or remove the SUBJECT  
23 LOCATION, including the subject hillside encampment, as well as the trees and/or  
24 vegetation surrounding and within the SUBJECT LOCATION and hillside encampment, so  
25 as to minimize the risk of injury, damages, and/or death to reasonably careful individuals  
26 and/or correct the dangerous conditions. This failure to correct and/or alleviate such  
27 dangerous conditions proximately caused and/or contributed to Decedent's death and the  
28 injuries and damages sustained by Plaintiffs.

1 33. Plaintiffs are further informed and believe, and thereupon allege, that said  
2 Defendants’ acts and/or omissions, and each of them, and other wrongful conduct directly,  
3 legally, and proximately caused, and were a substantial factor in causing, the subject fire,  
4 Decedent’s death, and the injuries and damages complained of by Plaintiffs herein.

5 34. As a legal, direct and proximate result of the reckless and negligent conduct  
6 of Defendants, and each of them, Plaintiffs have sustained damages resulting from the loss  
7 of love, affection, society, service, comfort, support, right of support, expectations of future  
8 support and counseling, companionship, solace and mental support, as well as other benefits  
9 and assistance of Decedent, all to their general damages in a sum in excess of the  
10 jurisdictional limits of this Court, which will be stated according to proof, pursuant to Section  
11 425.10 of the *California Code of Civil Procedure*.

12 35. As a legal, direct and proximate result of the conduct Defendants, Plaintiffs  
13 will be deprived of the financial support and assistance of Decedent, the exact amount of  
14 such losses to be stated according to proof, pursuant to Section 425.10 of the *California Code*  
15 *of Civil Procedure*.

16 36. As a legal, direct and proximate result of the conduct of Defendants,  
17 including DOES 1 through 50, inclusive, as aforesaid, Plaintiffs have incurred funeral and  
18 burial expenses in an amount to be stated according to proof, pursuant to Section 425.10 of  
19 the *California Code of Civil Procedure*.

20 **SECOND CAUSE OF ACTION**

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

22 37. Plaintiffs adopt and incorporate each of the foregoing paragraphs 1-36 by  
23 reference as though fully set forth herein.

24 38. Plaintiffs are informed and believe, and thereupon allege, that at all times  
25 mentioned herein, Defendants CITY OF OCEANSIDE, a public entity; COUNTY OF SAN  
26 DIEGO, a public entity; STATE OF CALIFORNIA, a public entity; CALIFORNIA  
27 DEPARTMENT OF FORESTRY AND FIRE PROTECTION, a public entity; and Does 1 to  
28 50, inclusive, and their employees, agents, servants and contractors (independent or

1 otherwise), owed a duty to the general public, including Decedent and Plaintiffs, to plan,  
2 facilitate, own, build, design, inspect, regulate, use, modify, review, evaluate, direct,  
3 supervise, contract, construct, install, manage, service, repair, occupy, control, allow, permit  
4 and maintain the SUBJECT LOCATION, including the subject hillside encampment, in a  
5 reasonable manner.

6 39. Plaintiffs are informed and believe, and thereupon allege, that at all times  
7 mentioned herein, Defendants CITY OF OCEANSIDE, a public entity; COUNTY OF SAN  
8 DIEGO, a public entity; STATE OF CALIFORNIA, a public entity; CALIFORNIA  
9 DEPARTMENT OF FORESTRY AND FIRE PROTECTION, a public entity; and Does 1 to  
10 50, inclusive, owed the foresaid duties, and thereupon face liability for Plaintiffs' damages,  
11 pursuant to *Government Code* sections 815.2, 815.4 and 820(a) *et seq.*

12 40. Plaintiffs are informed and believe, and thereupon allege, that at all times  
13 mentioned herein, Defendants CITY OF OCEANSIDE, a public entity; COUNTY OF SAN  
14 DIEGO, a public entity; STATE OF CALIFORNIA, a public entity; CALIFORNIA  
15 DEPARTMENT OF FORESTRY AND FIRE PROTECTION, a public entity; and Does 1 to  
16 50, inclusive, and their employees, agents, servants and contractors (independent or  
17 otherwise) carelessly, negligently, and/or recklessly planned, owned, built, installed,  
18 reviewed, evaluated, directed, designed, maintained, allowed, permitted, regulated, used,  
19 contracted, controlled, serviced, inspected, repaired, modified, altered, monitored, managed,  
20 occupied, improved, constructed, warned or failed to warn of, removed or failed to remove,  
21 and/or supervised the SUBJECT LOCATION, including the subject hillside encampment,  
22 where the subject fire occurred.

23 41. Plaintiffs are further informed and believe, and thereupon allege, that at all  
24 times mentioned herein, Defendants Does 1 to 50, inclusive, were retained by or on behalf of  
25 Defendants CITY OF OCEANSIDE, a public entity; COUNTY OF SAN DIEGO, a public  
26 entity; STATE OF CALIFORNIA, a public entity; CALIFORNIA DEPARTMENT OF  
27 FORESTRY AND FIRE PROTECTION, a public entity, for construction, maintenance,  
28 inspection, placement, supervision, repairs, design, modification, risk assessment, of the

1 SUBJECT LOCATION, including the subject hillside encampment, including but not  
2 limited to, inspection and maintenance of the trees and other vegetation within the SUBJECT  
3 LOCATION for the specific purpose of detecting and preventing fires and/or other similar  
4 dangerous and/or hazardous conditions, such as the subject fire incident of May 15, 2022,  
5 and each were on-site at the SUBJECT LOCATION on one or more occasions during the  
6 two year period preceding the subject fire.

7 42. Said defendants, and each of them, owed a duty of care to Decedent and to  
8 Plaintiffs to ensure that the construction, maintenance, inspection, placement, supervision,  
9 repairs, design, modifications, risk assessment, and other work performed by said defendants  
10 at the SUBJECT LOCATION, including the hillside encampment, was done in a  
11 workmanlike manner and in a reasonably safe condition so as to not expose persons such as  
12 Decedent to an unreasonable risk of injury or death, as well as in compliance with all  
13 applicable statutes, ordinances, regulations and industry standards.

14 43. Said defendants, and each of them, failed in their duty of reasonable care by  
15 failing to properly inspect, maintain, own, control, supervise, permit, and/or remove the  
16 SUBJECT LOCATION, including the subject hillside encampment, to detect any hazardous  
17 conditions including, but not limited to, highly flammable and dry bushes, brush and/or trees,  
18 and to prevent the risk of harm from such dangerous conditions to persons such as Decedent.

19 44. Plaintiffs are further informed and believe, and thereupon allege, that at all  
20 times mentioned herein, Defendants' CITY OF OCEANSIDE, a public entity; COUNTY OF  
21 SAN DIEGO, a public entity; STATE OF CALIFORNIA, a public entity; CALIFORNIA  
22 DEPARTMENT OF FORESTRY AND FIRE PROTECTION, a public entity; and Does 1 to  
23 50, inclusive, said careless, negligent and/or reckless and unlawful conduct was the direct,  
24 legal, and proximate cause of the subject fire and the injuries and damages to Plaintiffs as  
25 herein alleged.

26 45. As a legal, direct and proximate result of the reckless and negligent conduct  
27 of Defendants, and each of them, Plaintiffs have sustained damages resulting from the loss  
28 of love, affection, society, service, comfort, support, right of support, expectations of future

1 support and counseling, companionship, solace and mental support, as well as other benefits  
2 and assistance of Decedent, all to their general damages in a sum in excess of the  
3 jurisdictional limits of this Court, which will be stated according to proof, pursuant to Section  
4 425.10 of the California *Code of Civil Procedure*.

5 46. As a legal, direct and proximate result of the conduct Defendants, Plaintiffs  
6 will be deprived of the financial support and assistance of Decedent, the exact amount of  
7 such losses to be stated according to proof, pursuant to Section 425.10 of the California *Code*  
8 *of Civil Procedure*.

9 47. As a legal, direct and proximate result of the conduct of Defendants,  
10 including DOES 1 through 50, inclusive, as aforesaid, Plaintiffs have incurred funeral and  
11 burial expenses in an amount to be stated according to proof, pursuant to Section 425.10 of  
12 the California *Code of Civil Procedure*.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

15 On All Causes of Action

- 16 1. General "non-economic" damages according to proof;
- 17 2. Costs of suit, interest, and attorney's fees, according to proof to the extent allowed by  
18 law;
- 19 3. Pre-trial interest allowable at law; and
- 20 4. Such other and further relief as the court deems proper.

21 DATED: May 10, 2023

**DOWNTOWN L.A. LAW GROUP**

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23 \_\_\_\_\_  
24 Edward M. Morgan, Esq.  
25 Attorney for Plaintiffs,  
26 ESTATE OF GABRIEL PRITCHARD, et.  
27 al.  
28

**JURY TRIAL DEMAND**

Plaintiffs demand trial by jury of all issues so triable.

DATED: May 10, 2023

**DOWNTOWN L.A. LAW GROUP**



\_\_\_\_\_  
Edward M. Morgan, Esq.  
Attorney for Plaintiffs,  
ESTATE OF GABRIEL PRITCHARD, et.  
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