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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SAN DIEGO – UNLIMITED JURISDICTION**

20)
21) Case No.:
22)
23) ESTATE OF MONICA LILIANA)
24) CAMERONI DE ADAMS, by and through)
25) its Administrator ELIOT COBB ADAMS;)
26) ELIOT COBB ADAMS, an individual;)
27) NATALIE DANIELLE CAMERONI-)
28) ADAMS, an individual,)
)
) Plaintiffs,)
) vs.)
) CITY OF SAN DIEGO, a public entity;)
) CITY OF SAN DIEGO POLICE)
) DEPARTMENT, a public entity; OFFICER)
) MATTHEW BRACE, an individual;)
) OFFICER MALLORY MARASCHIELLO,)
) an individual; CHIEF DAVID NISLEIT, an)
) individual; KHATI BROTHERS)
) INVESTMENTS, INC., dba ROADWAY)
) TOWING & RECOVERY, a California)
) Corporation; TOW & TRANSPORT, INC.,)
) dba ROADWAY TOWING & RECOVERY,)
) a California Corporation; JORDAN)

)
)
) **COMPLAINT FOR WRONGFUL**
) **DEATH AND SURVIVAL ACTION**
) **DAMAGES FOR:**
)
) **1. MOTOR VEHICLE**
) **NEGLIGENCE**
) **2.FOURTEENTH AMENDMENT**
) **CONSTITUTIONAL DUE**
) **PROCESS VIOLATION RE**
) **STATE-CREATED DANGER (42**
) **U.S.C. § 1983)**
) **3.CONSTITUTIONAL VIOLATION**
) **OF CIVIL RIGHTS CAUSED BY**
) **FAILURE TO TRAIN –**
) **MUNICIPAL LIABILITY (42**
) **U.S.C. § 1983)**
) **4.NEGLIGENCE**
) **5.TORTIOUS INTERFERENCE**
) **WITH HUMAN REMAINS**
) **6.NEGLIGENT HIRING,**
) **RETENTION & SUPERVISION**

1 alive, injured, and disabled inside of her vehicle—to a remote location in a tow yard that
2 isolated her from necessary medical care and/or treatment which contributed to the cause of
3 Ms. Cameroni de Adams’ untimely death. As such, Defendants demonstrated deliberate
4 indifference in failing to take any inventory of the contents of Ms. Cameroni de Adams’
5 vehicle, which included, without limitation, the failure to determine if there were any human
6 beings inside of the damaged vehicle prior to transporting the vehicle to a remote location.
7 Defendants, and each of them, entombed Ms. Cameroni de Adams inside of her vehicle
8 instead of rendering aid for her severe, but survivable, blunt force injuries she had sustained
9 from the collision. It was not until December 6, 2023—approximately 1 month later—that Ms.
10 Cameroni de Adams was ultimately found inside her vehicle due to the pungent smell of her
11 rotting body. A tow yard worker contacted law enforcement after detecting the smell of death
12 from Ms. Cameroni de Adams’ van. When Ms. Cameroni de Adams was discovered, her body
13 was in a state of significant decomposition inside of her vehicle. Based on the foregoing,
14 Defendants, and each of them, undermined and violated Plaintiffs’ legal right to determine the
15 disposition of their mother’s human remains by entombing their mother inside of her own
16 vehicle.

17 **THE PARTIES**

18 2. Decedent Monica Liliana Cameroni de Adams (“Decedent Cameroni de
19 Adams” and/or “Ms. Cameroni de Adams”) passed away sometime on or between November
20 5, 2023, and December 6, 2023. At all relevant times prior to her death, Ms. Cameroni de
21 Adams was a resident of the State of California. Due to the facts and circumstances related to
22 Decedent Cameroni de Adams’ death as alleged herein, Plaintiff Estate of Monica Liliana
23 Cameroni de Adams, by and through its Administrator Eliot Cobb Adams, brings this action
24 to recover survival action damages as a result of the tortious and unlawful acts and omissions
25 that caused Decedent Cameroni de Adams’ death.

26 3. Plaintiff Eliot Cobb Adams (“Adams”), an individual, was and remains a
27 resident of Washington, D.C. and was Decedent Cameroni de Adams’ biological son. Plaintiff
28 Adams is entitled to the property of Decedent Cameroni de Adams under the laws of intestate

1 and testate succession. Pursuant to, without limitation, the operation of Cal. *Civ. Proc. Code* §
2 377.60, Plaintiff Adams is an heir, a successor in interest, and a person lawfully entitled to
3 assert a cause of action for the wrongful death of Decedent Cameroni de Adams. Based upon
4 information and belief, no other persons have any claim, right, or interest in the cause of
5 action for the wrongful death of Decedent Cameroni de Adams that is superior to the claims
6 brought by Plaintiffs.

7 4. Plaintiff Natalia Danielle Cameroni-Adams (“Cameroni-Adams”), an
8 individual, was and remains a resident of the State of California and was the biological
9 daughter of Decedent Cameroni de Adams. Plaintiff Cameroni-Adams is entitled to the
10 property of Decedent Cameroni de Adams under the laws of intestate and testate succession.
11 Pursuant to, without limitation, the operation of Cal. *Civ. Proc. Code* § 377.60, Plaintiff
12 Cameroni-Adams is an heir, a successor in interest, and a person lawfully entitled to assert a
13 cause of action for the wrongful death of Decedent Cameroni de Adams. Based upon
14 information and belief, no other persons have any claim, right, or interest in the cause of
15 action for the wrongful death of Decedent Cameroni de Adams that is superior to the claims
16 brought by Plaintiffs.

17 5. Defendant Jordan Maximilian Lopez (“Maximilian Lopez” or “DRIVER
18 LOPEZ”), an individual, was and remains a resident of the State of California. At all relevant
19 times DRIVER LOPEZ was the driver of the 2016 Hyundai Sonata White, license number
20 7PIH971 (“Subject Hyundai”) that struck Decedent Ms. Cameroni de Adams’ vehicle on
21 November 5, 2023. At all relevant times, DRIVER LOPEZ negligently, carelessly, and
22 recklessly operated the Subject Hyundai under the influence of drugs and/or alcohol at the
23 time of the November 5, 2023, collision.

24 6. Defendant City of San Diego (hereinafter referred to as “CITY”) is a public
25 entity with the capacity to sue and be sued, and duly organized and existing under the laws of
26 the State of California. At all relevant times herein, Defendant CITY was the employer of
27 Defendants City of San Diego Police Department, Officer Matthew Brace, and Officer
28 Mallory Maraschiello. At all relevant times herein, Defendant CITY is responsible for its

1 actions, omissions, policies, procedures, practices, and/or customs of the CITY and its various
2 agents, agencies, employees, independent contractors, and/or joint venturers, including,
3 without limitation, Defendant City of San Diego Police Department, Defendants Officer
4 Matthew Brace, Officer Mallory Maraschiello, Khati Brothers Investments, Inc. dba Roadway
5 Towing & Recovery, and Tow & Transport, Inc., dba Roadway Towing & Recovery, and their
6 agents, employees, independent contractors, ostensible agents, representatives, and/or joint
7 venturers. At all times relevant to the facts alleged herein, Defendant CITY was responsible
8 for assuring that its actions, omissions, policies, procedures, practices, and/or customs and
9 those of its agents, agencies, employees, independent contractors, and/or joint venturers,
10 including Defendant City of San Diego Police Department, Defendants Officer Matthew
11 Brace, Officer Mallory Maraschiello, Khati Brothers Investments, Inc. dba Roadway Towing
12 & Recovery, and Tow & Transport, Inc., dba Roadway Towing & Recovery, complied with
13 the laws and Constitutions of the United States and the State of California.

14 7. Defendant City of San Diego Police Department (hereinafter referred to as
15 “SDPD”) is a public entity with the capacity to sue and be sued, and duly organized and
16 existing under the laws of the State of California. Based upon information and belief, at all
17 relevant times herein, Defendant SDPD was the employer of Defendants Officer Matthew
18 Brace, Officer Mallory Maraschiello. At all relevant times herein, Defendant SDPD is
19 responsible for its actions, omissions, policies, procedures, practices, and/or customs of the
20 SDPD and its various agents, agencies, employees, independent contractors, and/or joint
21 venturers, including, without limitation, Defendants Officer Matthew Brace, Officer Mallory
22 Maraschiello, Khati Brothers Investments, Inc. dba Roadway Towing & Recovery, and Tow
23 & Transport, Inc., dba Roadway Towing & Recovery, and their agents, employees,
24 independent contractors, ostensible agents, representatives, and/or joint venturers. At all times
25 relevant to the facts alleged herein, Defendant SDPD was responsible for assuring that its
26 actions, omissions, policies, procedures, practices, and/or customs and those of its Defendants
27 Officer Matthew Brace, Officer Mallory Maraschiello, Khati Brothers Investments, Inc. dba
28 Roadway Towing & Recovery, and Tow & Transport, Inc., dba Roadway Towing &

1 Recovery, complied with the laws and Constitutions of the United States and the State of
2 California.

3 8. At all times relevant herein, Defendant Chief David Nisleit (“Chief Nisleit”)
4 was a CITY employee and acting within the course and scope of his employment and/or under
5 color of state law. At all relevant times herein, Chief Nisleit was a duly authorized employee,
6 agent, ostensible agent, representative, and/or joint venturer of CITY, and/or SDPD. Chief
7 Nisleit is sued in his official capacity as the CITY’s Police Chief and/or in his personal
8 individual capacity. Chief Nisleit is responsible for the unlawful conduct by, inter alia,
9 directly participating in the tortious conduct and/or constitutional violations alleged herein,
10 jointly acting in concert with others who did, authorizing, acquiescing, and/or ratifying the
11 alleged tortious conduct and/or constitutional violations alleged herein, and/or or failing to
12 take reasonable action to prevent the unlawful conduct alleged herein from occurring. Chief
13 Nisleit is further responsible for the unlawful conduct by, inter alia, acting with deliberate
14 indifference to Plaintiffs’ rights, including related to his failures to develop, initiate,
15 implement, promulgate, and/or maintain reasonably adequate training and supervision CITY
16 and/or SDPD employees, independent contractors, and agents, and/or joint venturers and/or
17 his failure to develop, initiate, implement, promulgate, and/or maintain policies, procedures,
18 and practices to prevent the tortious conduct and constitutional violations alleged herein.

19 9. Defendants CITY, SDPD, and Chief Nisleit shall be referred to collectively
20 hereinafter as CITY POLICE DEPARTMENT.

21 10. At all times relevant herein, Defendant Officer Matthew Brace (“Officer
22 Brace”) was an employee of CITY POLICE DEPARTMENT and acting within the course and
23 scope of his employment and/or under color of state law. At all relevant times herein, Officer
24 Brace was a duly authorized employee, agent, ostensible agent, representative, and/or joint
25 venturer of CITY POLICE DEPARTMENT. Officer Brace is responsible for the unlawful
26 conduct by, inter alia, directly participating in the tortious conduct and/or constitutional
27 violations alleged herein, jointly acting in concert with others who did, authorizing,
28 acquiescing, and/or ratifying the alleged tortious conduct and/or constitutional violations

1 alleged herein, and/or or failing to take reasonable action to prevent the unlawful conduct
2 alleged herein from occurring. Officer Brace is further responsible for the unlawful conduct
3 by, inter alia, acting with deliberate indifference to Plaintiffs’ rights, including related to his
4 failures to prevent the tortious conduct and constitutional violations alleged herein.

5 11. At all times relevant herein, Defendant Officer Mallory Maraschiello (“Officer
6 Maraschiello”) was an employee of CITY POLICE DEPARTMENT and acting within the
7 course and scope of her employment and/or under color of state law. At all relevant times
8 herein, Officer Maraschiello was a duly authorized employee, agent, ostensible agent,
9 representative, and/or joint venturer of CITY POLICE DEPARTMENT. Officer Maraschiello
10 is responsible for the unlawful conduct by, inter alia, directly participating in the tortious
11 conduct and/or constitutional violations alleged herein, jointly acting in concert with others
12 who did, authorizing, acquiescing, and/or ratifying the alleged tortious conduct and/or
13 constitutional violations alleged herein, and/or or failing to take reasonable action to prevent
14 the unlawful conduct alleged herein from occurring. Officer Maraschiello is further
15 responsible for the unlawful conduct by, inter alia, acting with deliberate indifference to
16 Plaintiffs’ rights, including related to her failures to prevent the tortious conduct and
17 constitutional violations alleged herein.

18 12. For purposes herein, Defendants Officer Brace, Officer Maraschiello, and Does
19 1 through 25 shall be referred to collectively hereinafter as CITY POLICE OFFICERS.

20 13. Plaintiffs are informed and believe, and thereupon allege, that Defendant Khati
21 Brothers Investments, Inc., dba Roadway Towing & Recovery, was and is a California
22 Corporation operating and engaging in business within the State of California (“Khati”). At all
23 relevant times, based upon information and belief, Defendant Khati possessed, controlled,
24 and/or otherwise owned an ownership, managerial, and/or oversight interest in Roadway
25 Towing & Recovery, located at 5975 Fairmount Ave., San Diego, CA 92120. Based upon
26 information and belief, and at all relevant times herein, Khati acted with the course and scope
27 of its agency, employment, contract, ostensible contract, representation, and/or joint venture
28 with CITY POLICE DEPARTMENT, including operating under color of state law and the

1 authority of its agency, employment, contract, ostensible agency, representation, and/or joint
2 venture with CITY POLICE DEPARTMENT. At all relevant times herein, Khati, was a duly
3 authorized agent, employee, contractor, ostensible agent, representative, and/or joint venturer
4 of CITY POLICE DEPARTMENT. At all relevant times herein, Defendant Khati is
5 responsible for its actions, omissions, policies, procedures, practices, and/or customs of its
6 various agents, agencies, employees, independent contractors, and/or joint venturers,
7 including, without limitation, Defendant Tow & Transport, Inc., dba Roadway Towing &
8 Recovery and its agents, employees, independent contractors, ostensible agents,
9 representatives, and/or joint venturers. At all times relevant to the facts alleged herein,
10 Defendant Khati was responsible for assuring that its actions, omissions, policies, procedures,
11 practices, and/or customs and those of its agents, agencies, employees, independent
12 contractors, and/or joint venturers, including Defendant Tow & Transport, Inc., complied with
13 the laws and Constitutions of the United States and the State of California related to the
14 tortious conduct and constitutional violations alleged herein.

15 14. Plaintiffs are informed and believe, and thereupon allege, that Defendant Tow
16 & Transport, Inc., dba Roadway Towing & Recovery, was and is a California Corporation
17 operating and engaging in business within the State of California (“Tow & Transport”). At all
18 relevant times, based upon information and belief, Defendant Tow & Transport possessed,
19 controlled, and/or otherwise owned an ownership, managerial, and/or oversight interest in
20 Roadway Towing & Recovery, located at 5975 Fairmount Ave., San Diego, CA 92120.
21 Based upon information and belief, and at all relevant times herein, Tow & Transport acted
22 with the course and scope of its agency, employment, contract, ostensible contract,
23 representation, and/or joint venture with CITY POLICE DEPARTMENT, including under
24 color of state law and the authority of its agency, employment, contract, ostensible agency,
25 representation, and/or joint venture with CITY POLICE DEPARTMENT. At all relevant
26 times, Tow & Transport was a duly authorized agent, employee, contractor, ostensible agent,
27 representative, and/or joint venturer of CITY POLICE DEPARTMENT. At all relevant times
28 herein, Defendant Tow & Transport is responsible for its actions, omissions, policies,

1 procedures, practices, and/or customs of its various agents, agencies, employees, independent
2 contractors, and/or joint venturers, including, without limitation, Defendant Khati and its
3 agents, employees, independent contractors, ostensible agents, representatives, and/or joint
4 venturers. At all times relevant to the facts alleged herein, Defendant Tow & Transport was
5 responsible for assuring that its actions, omissions, policies, procedures, practices, and/or
6 customs and those of its agents, agencies, employees, independent contractors, and/or joint
7 venturers, including Defendant Khati, complied with the laws and Constitutions of the United
8 States and the State of California related to the tortious conduct and constitutional violations
9 alleged herein.

10 15. For purposes herein, at all relevant times, Defendants Khati and Tow &
11 Trucking shall be referred to collectively herein as TOWING DEFENDANTS.

12 16. Plaintiffs are informed and believe, and thereon allege that at all times relevant
13 and mentioned herein, the Defendants, including DOES 1 to 25 (herein after “DOE
14 DEFENDANTS”), and each of them, were agents, independent contractors, employees,
15 employers, co-conspirators, and/or joint venturers of their co-Defendants, and each of them,
16 and were acting within the course, scope and authority of said agency, employment, and/or
17 venture, and that each and all Defendants, as aforesaid, when acting as a principal, was
18 negligent in the selection and hiring, retention, training, and supervision of each and every
19 other Defendant as an agent, employee, and/or joint venturer.

20 17. The true names and capacities, whether individual, plural, corporate, partnership,
21 associate, or otherwise, of Does 1 through 25, inclusive, including Doe Defendants, are
22 unknown to Plaintiffs at this time, who therefore sue said defendants by such fictitious names.
23 The full extent of the facts linking such fictitiously sued defendants is unknown to Plaintiffs at
24 this time. Plaintiffs are informed and believe and thereon allege that each of the defendants
25 designated herein as a DOE was, and is, responsible in some manner for the occurrences herein
26 alleged, and that Plaintiffs’ injuries and/or damages as herein alleged were proximately caused
27 by the acts and/or omissions of said factiously named Defendants. Plaintiffs will hereafter seek
28 leave of the Court to amend this Complaint to show the Defendants’ true names and capacities

1 after the same have been ascertained. Upon information and belief, Plaintiffs further allege that,
2 at all times relevant herein, the individual Does 1 through 25, and each of them, including Does
3 1–25, were the agents, principals, employees, employers, and/or joint venturers of Defendants
4 and were acting within the scope of their agency, employment, and/or joint venture with the
5 knowledge and consent of Defendants.

6 **JURISDICTION, VENUE, AND FACTS RELATED TO PLAINTIFFS’ COMPLIANCE WITH THE**
7 **APPLICABLE GOVERNMENT CLAIMS STATUTE**

8 18. Venue is proper in this county in accordance with Cal. *Civ. Proc. Code* §§ 395(a)
9 and 395.5 because the obligation or liability arose in the County of San Diego and breaches
10 occurred in this County. This Court has jurisdiction because the alleged acts and omissions
11 giving rise to the allegations contained herein occurred in the State of California, County of San
12 Diego, and the Defendants either live in or conduct business in the State of California, County
13 of San Diego.

14 19. This action arises out of facts and circumstances related to a November 5, 2023,
15 collision caused by DRIVER LOPEZ wherein Defendants City of San Diego Police Officer
16 Matthew Brace and Officer Mallory Maraschiello and employees at Defendant Khati Brothers
17 Investments, Inc., dba Roadway Towing & Recovery and Defendant Tow & Transport, Inc.,
18 dba Roadway Towing & Recovery took affirmative action in transporting Ms. Cameroni de
19 Adams—who was alive, disabled and injured inside of her vehicle—to a remote location in a
20 tow yard away from necessary medical care and/or treatment. As such, Defendants
21 demonstrated deliberate indifference for entombing Ms. Cameroni de Adams inside of her
22 vehicle instead of taking inventory of the contents or the damaged vehicle or rendering aid for
23 the severe, but survivable, blunt force injuries she had sustained from the collision caused by
24 DRIVER LOPEZ.

25 20. Plaintiffs Adams and Cameroni-Adams noticed the absence of their mother and
26 attempted to search for their mother but could not locate her whereabouts. As such, at or around
27 November 14, 2023, Plaintiffs Adams and Cameroni-Adams filed a Missing Person(s) Report
28 (SDPD Case 23-50219).

1 21. On December 6, 2023—approximately 1 month after the collision—Ms.
2 Cameroni de Adams was found inside her vehicle after a yard worker contacted law
3 enforcement regarding a pungent smell from decedent’s van.

4 22. From December 6, 2023, through October 15, 2024, Plaintiffs attempted to obtain
5 information related to time, place, and manner of Ms. Cameroni de Adams’ death, including,
6 without limitation, (1) continuous communications with CITY deputy district attorneys related
7 to the filing of criminal charges against the driver who caused the November 5, 2023,
8 collision—DRIVER LOPEZ; and (2) several requests to obtain documents and/or information
9 related to, without limitation, the time, cause, and location of Ms. Cameroni de Adams’ death,
10 including a Medical Examiner’s Report. Throughout this period, the CITY’s District Attorneys’
11 office represented to Plaintiffs that it was DRIVER LOPEZ who solely and exclusively caused
12 the death of their mother.

13 23. On or around March 28, 2024, a CITY Deputy District Attorney informed
14 Plaintiffs Adams and Cameroni-Adams that the filing of any criminal charges would be pending
15 until the completion of the County’s Medical Examiner report was issued, given it was
16 premature to prosecute any case without the information uncovered by said report.

17 24. Based on the foregoing, from November 5, 2023, through August 9, 2024, when
18 the County’s Medical Examiner’s Report was completed, there was no basis to file any
19 wrongful death claim against anyone other than DRIVER LOPEZ. Plaintiffs had no basis to file
20 a government claim for wrongful death pursuant to Cal. *Gov’t Code* § 911.2 against the CITY,
21 since Plaintiffs relied on the CITY’s deputy district attorney’s representations that any charges
22 against DRIVER LOPEZ remained pending until the County’s Medical Examiner’s Report was
23 completed.

24 25. While the San Diego Medical Examiner’s Report was completed on August 9,
25 2024, it was not until on or about October 16, 2024, that Plaintiffs finally received the Report.

26 26. It was not until Plaintiffs reviewed this report following their receipt on October
27 16, 2024, that they were able to obtain essential facts about the circumstances related to Ms.
28 Cameroni de Adams’ death necessary for them to file claims against CITY POLICE

1 DEPARTMENT and CITY POLICE OFFICERS for causing the death of Ms. Cameroni de
2 Adams, including, without limitation, that Ms. Cameroni de Adams had survived the collision
3 by DRIVER LOPEZ and did not die until after CITY POLICE DEPARTMENT, CITY
4 POLICE OFFICERS, and/or TOWING DEFENDANTS took affirmative action in transporting
5 Ms. Cameroni de Adams—who was alive and injured inside of her vehicle—to a remote
6 location in Roadway & Towing. As such, CITY POLICE DEPARTMENT, CITY POLICE
7 OFFICERS, and/or TOWING DEFENDANTS entombed Ms. Cameroni de Adams inside of
8 her vehicle instead of transporting her to obtain life-preserving medical treatment and attention.

9 27. Based on the foregoing, from December 6, 2023, the day that Ms. Cameroni de
10 Adams’ body was found, through October 16, 2024, the day that Plaintiffs finally received the
11 San Diego Medical Examiner’s Report, Plaintiffs were unaware that CITY POLICE
12 DEPARTMENT, CITY POLICE OFFICERS, and/or TOWING DEFENDANTS had any
13 involvement in causing Ms. Cameroni de Adams’ death. October 16, 2024, was the first time
14 that Plaintiffs learned of CITY POLICE DEPARTMENT, CITY POLICE OFFICERS, and/or
15 TOWING DEFENDANTS were involved in causing the death of Ms. Cameroni de Adams.

16 28. After obtaining the aforementioned documentation from the San Diego Medical
17 Examiner’s Report on October 16, 2024, related to Ms. Cameroni de Adam’s death, Plaintiffs
18 learned sufficient facts to allege claims against the CITY POLICE DEPARTMENT, CITY
19 POLICE OFFICERS, and/or TOWING DEFENDANTS related to unlawful, unconstitutional,
20 and/or otherwise tortious conduct alleged herein. 20 days later, on November 5, 2024, Plaintiffs
21 subsequently filed government claims against the CITY—accompanied by Applications for
22 Permission to Present Late Claims pursuant to Cal. *Gov’t Code* § 911.4.

23 29. On November 7, 2024, Plaintiffs received a letter from the CITY acknowledging
24 the receipt of the Applications and government claims.

25 30. On November 22, 2024, Plaintiff Eliot Cobb Adams received a letter from the
26 City rejecting his Applications and/or government claim.

27
28

1 damage. Ms. Cameroni de Adams remained inside her vehicle and was visible to anyone
2 looking inside Ms. Cameroni de Adams’ vehicle. Importantly, Ms. Cameroni de Adams—who
3 was inside of her vehicle—sustained survivable blunt force injuries from the collision.

4 38. Defendants, including CITY POLICE OFFICERS and/or TOWING
5 DEFENDANTS, took affirmative action and unreasonably transported Ms. Cameroni de
6 Adams—who was alive, disabled, and injured inside of her vehicle—to a remote location in
7 Roadway & Towing, away from necessary life-preserving medical treatment and/or care. In
8 doing so, based upon information and belief, Ms. Cameroni de Adams relied on Defendants’,
9 including CITY POLICE OFFICERS and/or TOWING DEFENDANTS, affirmative actions
10 into believing she was transported to receive medical care and/or treatment.

11 39. Based upon information and belief, Decedent Cameroni de Adams faced a
12 foreseeable and substantial risk of serious harm and was in need of immediate medical care
13 and/or treatment. At all relevant times, Defendants, including CITY POLICE OFFICERS
14 and/or TOWING DEFENDANTS, were deliberately indifferent to the known and foreseeable
15 risk and to Decedent Cameroni de Adams’ need of immediate medical care and/or treatment,
16 that is, Defendants, including CITY POLICE OFFICERS and/or TOWING DEFENDANTS,
17 knew or should have known of the serious and foreseeable risks and disregarded them by
18 affirmatively and unreasonably transporting Ms. Cameroni de Adams—who was alive and
19 injured inside of her vehicle—to a remote location away from necessary life-preserving
20 medical treatment and/or care.

21 40. Instead of reasonably investigating the scene, including, without limitation,
22 looking inside of Ms. Cameroni de Adams’ vehicle for victims, taking inventory of property
23 and/or other items, Defendants, including CITY POLICE OFFICERS and/or TOWING
24 DEFENDANTS, instead called to have Ms. Cameroni de Adams’ Vehicle—with Ms.
25 Cameroni de Adams alive, disabled, and injured inside of her vehicle—towed to Roadway
26 Towing & Recovery to their San Diego location, located at 5975 Fairmount Ave., San Diego,
27 CA 92120 (“Roadway Towing”).

28

1 41. Defendants CITY POLICE OFFICERS and/or TOWING DEFENDANTS took
2 affirmative action and unreasonably transported Ms. Cameroni de Adams to a remote location
3 away from life-preserving medical care and/or treatment and into a dangerous situation away
4 from the ability to be located and medically treated by others.

5 42. Defendants', including DRIVER LOPEZ, CITY POLICE OFFICERS, and/or
6 TOWING DEFENDANTS, actions as alleged herein were the proximate, legal, substantial,
7 and/or direct cause of Ms. Cameroni de Adams' untimely death.

8 43. Upon information and belief, instead of examining, looking and/or otherwise
9 inspecting Ms. Cameroni de Adams' vehicle, CITY POLICE OFFICERS and/or TOWING
10 DEFENDANTS' agents, employees, independent contractors, representatives, ostensible
11 agents, and/or otherwise joint venturers transported Ms. Cameroni de Adams—who was alive,
12 disabled and injured inside of her vehicle—to a remote location at Roadway Towing where
13 she would perish.

14 44. On and after November 5, 2023, Plaintiffs Adams and Cameroni-Adams
15 continuously attempted to find, reach, and/or otherwise contact their mother, to no avail,
16 unbeknownst to them that their mother had been trapped and entombed inside her vehicle at
17 Roadway Towing. On or about November 14, 2023, Plaintiffs caused a missing persons report
18 related to Ms. Cameroni de Adams to be filed. Plaintiffs Adams and Cameroni-Adams finally
19 filed the report after they sent Ms. Cameroni de Adams birthday wishes the day before, on
20 November 13, 2023, and failed to receive any response from their mother.

21 45. On or about December 6, 2023, approximately one (1) month following the
22 collision, Ms. Cameroni de Adams was found inside of her vehicle after a yard worker
23 contacted law enforcement regarding a pungent smell from Ms. Cameroni de Adams' Vehicle.
24 Law enforcement and fire personnel would respond to the location before entering Ms.
25 Cameroni de Adams' vehicle and locating an unresponsive Ms. Cameroni de Adams in the
26 middle row of her vehicle, showing no signs of life. Ms. Cameroni de Adams was declared
27 dead on the scene.

28

1 46. Based upon information and belief, Defendants carelessly, recklessly,
2 negligently, and/or otherwise with deliberate indifference allowed Ms. Cameroni de Adams to
3 die and allow her body to reach a substantial decomposition state. Defendants prevented the
4 adequate interment, burial, and/or cremation of their mother’s body. According to documents
5 obtained by Plaintiffs, responding law enforcement and fire personnel described their
6 mother’s body as follows:

7 “Signs of decomposition included a foul odor, skin discoloration, fluid loss, and parts
8 of her skeleton being visible. The decedent was wearing a bodily fluid soiled t-shirt, bra,
9 and underwear. The face was unrecognizable due to the condition of her body. Her
10 eyes were not viewable, but her hair appeared gray. No obvious ligature mark furrow
11 was noted. No trauma was noted to her torso or extremities. No illicit drug use marks
12 were noted in her arms. No tattoos were noted.”

13 47. Due to the affirmative and unlawful acts, omissions, and/or conduct of
14 Defendants, and each of them, Ms. Cameroni de Adams was left trapped inside of her vehicle
15 and left for dead. Defendants’ actions deprived Cameroni de Adams of the life-saving medical
16 care and treatment she required. These affirmative actions and/or unlawful conduct by
17 Defendants proximately caused her death. Defendants’ affirmative actions and/or unlawful
18 conduct, acts, and/or omissions included, without limitation, the following: (1) affirmatively
19 transporting Ms. Cameroni de Adams—who was alive inside of her vehicle—to a remote
20 location away from life-saving medical care and/or treatment; (2) affirmatively not conducting
21 an inspection, inventory, examination, and/or other reasonable search of Ms. Cameroni de
22 Adams’ Vehicle, (3) affirmatively not conducting any reasonable inventory of the contents of
23 Ms. Cameroni de Adams’ vehicle at any time. Based on the foregoing, Defendants, and each
24 of them, proximately caused Decedent’s death, as alleged herein.

25 48. Furthermore, the aforementioned affirmative actions alleged herein were
26 compounded by Defendants’, including, without limitation, CITY POLICE DEPARTMENT
27 and/or TOWING DEFENDANTS, deliberate indifference and failures related to the
28 following: (1) failure to design, create, implement, enforce, and/or otherwise maintain

1 reasonable policies, procedures, and/or practices related to conducting reasonable inspections,
2 examinations and/or otherwise investigations of vehicles to ascertain and confirm the presence
3 of persons in the vehicles prior to vehicles being towed; (2) failure to design, create,
4 implement, enforce, and/or otherwise maintain reasonable policies, procedures, and/or
5 practices related to identifying and rendering any aid, assistance, and/or medical care to
6 vehicle occupants of vehicles involved in collisions; (3) failure to design, create, implement,
7 enforce, and/or otherwise maintain reasonable policies, procedures, and/or practices related to
8 conducting reasonable inspections, examinations and/or otherwise investigations of vehicles
9 to ascertain and confirm the presence of persons in the vehicles once towed vehicles arrive at
10 a tow yard; and (4) failure to design, create, implement, enforce, and/or otherwise maintain
11 reasonable policies, procedures, and/or practices related to conducting reasonable inspections,
12 examinations, and/or otherwise investigations to ascertain the whereabouts of missing
13 persons. These failures were caused by and/or exacerbated by, without limitation, Defendants’
14 failure to reasonably train, supervise, and/or retain qualified agents, employees, independent
15 contractors, ostensible agents, representatives and/or joint venturers able to prevent the
16 failures alleged herein. Based on the foregoing, Defendants, and each of them, caused Ms.
17 Cameroni de Adams’ death, as alleged herein.

18 49. As a direct and foreseeable result of Defendants’ affirmative actions, omissions,
19 failures, policies, procedures, and practices, Ms. Cameroni de Adams was pronounced dead on
20 December 6, 2023, despite her body having been found in a decomposed state. Due to the
21 facts and circumstances related to Ms. Cameroni de Adams’ death as alleged herein, Plaintiff
22 Estate of Monica Liliana Cameroni de Adams, by and through its Administrator Eliot Cobb
23 Adams, is entitled to survival action damages suffered by Decedent Cameroni de Adams for,
24 without limitation (1) punitive and/or exemplary damages; (2) constitutional violations as
25 alleged herein; and (3) pre-death pain and suffering.

26 50. As a direct and foreseeable result of Defendants’ affirmative actions, omissions,
27 failures, policies, procedures, and practices, Plaintiffs Adams and Cameroni-Adams suffered
28 wrongful death damages, including, without limitation, (1) noneconomic damages related to

1 the loss of Decedent Cameroni de Adams’ love, companionship, comfort, care, assistance,
2 protection, affection, society, moral support, training, and guidance; and (2) economic
3 damages related to funeral and burial expenses.

4 51. Moreover, the Defendants’ conduct, as alleged herein, was willful, wanton,
5 and/or malicious. At all relevant times, Defendant DRIVER LOPEZ acted with conscious and
6 callous disregard of Ms. Cameroni de Adams’ rights and safety. DRIVER LOPEZ acted with
7 the knowledge of or with reckless disregard for the fact that his conduct of driving while
8 under the influence of alcohol as alleged herein was certain to cause injury and/or death to Ms.
9 Cameroni de Adams and Plaintiffs. By virtue of the foregoing, Plaintiffs are entitled to
10 recover punitive, treble, and/or exemplary damages in an amount according to proof of trial.

11 **FIRST CAUSE OF ACTION – MOTOR VEHICLE NEGLIGENCE**

12 **(By All Plaintiffs against DRIVER LOPEZ, and Does 1 through 25)**

13 52. Plaintiffs herein allege and incorporate, as though fully set forth at length, each
14 and every allegation and statement contained hereinabove.

15 53. A person must use reasonable care in driving a vehicle. Drivers must keep a
16 lookout for pedestrians, obstacles, and/or other vehicles. They must also control the speed and
17 movement of their vehicles. Failure to use reasonable care in driving a vehicle is considered
18 negligence under California law.

19 54. Here, DRIVER LOPEZ, as a driver of the Subject Hyundai, owed the motoring
20 public, including Ms. Cameroni de Adams, a duty to use reasonable care in the operation of
21 the Subject Hyundai prior to the November 5, 2023, collision.

22 55. DRIVER LOPEZ breached his duty to the motoring public, including to Ms.
23 Cameroni de Adams, when he carelessly, negligently, recklessly, and/or otherwise unlawfully
24 operated the Subject Hyundai under the influence of drugs and/or alcohol and rear-ended Ms.
25 Cameroni de Adams’ vehicle.

26 56. As a result of DRIVER LOPEZ’s breaches, Ms. Cameroni de Adams was
27 harmed, including suffering survivable blunt force injuries.
28

1 57. DRIVER LOPEZ’s breaches were a substantial factor in causing Ms. Cameroni
2 de Adams harm, as alleged herein.

3 58. As a direct and foreseeable result of Defendants’ affirmative actions, omissions,
4 failures, policies, procedures, and practices, Ms. Cameroni de Adams was pronounced dead on
5 December 6, 2023. Due to the facts and circumstances related to Ms. Cameroni de Adams’
6 death as alleged hereinabove, Plaintiff Estate of Monica Liliana Cameroni de Adams, by and
7 through its Administrator Eliot Cobb Adams, is entitled to survival action damages suffered
8 by Decedent Cameroni for, without limitation (1) punitive and/or exemplary damages; (2)
9 constitutional violations as alleged herein; and (3) pre-death pain and suffering.

10 59. As a direct and foreseeable result of Defendants’ affirmative actions, omissions,
11 failures, policies, procedures, and practices, Plaintiffs Adams and Cameroni-Adams suffered
12 wrongful death damages, including, without limitation, (1) noneconomic damages related to
13 the loss of Decedent Cameroni de Adams’ love, companionship, comfort, care, assistance,
14 protection, affection, society, moral support, training, and guidance; and (2) economic
15 damages related to funeral and burial expenses.

16 60. Moreover, the Defendants’ conduct, as alleged hereinabove, was willful,
17 wanton, and/or malicious. DRIVER LOPEZ acted with conscious and callous disregard of Ms.
18 Cameroni de Adams’ rights and safety. DRIVER LOPEZ acted with the knowledge of or with
19 reckless disregard for the fact that his conduct as alleged hereinabove was certain to cause
20 injury and/or death to Ms. Cameroni de Adams and Plaintiffs. By virtue of the foregoing,
21 Plaintiffs are entitled to recover punitive, treble, and/or exemplary damages in an amount
22 according to proof of trial.

23 **SECOND CAUSE OF ACTION – FOURTEENTH AMENDMENT**

24 **CONSTITUTIONAL DUE PROCESS VIOLATIONS RE: STATE-CREATED**

25 **DANGER (42 U.S.C. § 1983)**

26 **(By All Plaintiffs against CITY POLICE OFFICERS and TOWING DEFENDANTS,**
27 **and Does 1 through 25)**

28 61. Plaintiffs herein allege and incorporate, as though fully set forth at length, each

1 and every allegation and statement contained hereinabove.

2 62. Under the Fourteenth Amendment, a person has the constitutional right to be free
3 from a government employee affirmatively placing that person in a position of actual,
4 particularized danger—or in a situation of actual, particularized danger that is more dangerous
5 than the position that the person already faced—if the government employee acted with
6 deliberate indifference to a known or obvious danger. Here, the particularized danger in which
7 Decedent Cameroni de Adams was placed related to her entombment inside of her vehicle by
8 Defendants at Roadside Towing.

9 63. Without limitation, Plaintiffs bring this § 1983 cause of action against CITY
10 POLICE OFFICERS in their individual capacities under color of state law, as well as against
11 TOWING DEFENDANTS and their employees, agents, ostensible agents, and/or joint
12 venturers because each was, at minimum, an “integral participant” of the tortious conduct
13 constituting constitutional violations of Decedent Cameroni de Adams. Specifically and
14 without limitation, at all relevant times, the conduct of TOWING DEFENDANTS and their
15 employees, agents, ostensible agents, and/or joint venturers constituted joint state action
16 because, without limitation, at all relevant times, TOWING DEFENDANTS were acting under
17 the direction and/or supervision of CITY POLICE OFFICERS and/or within the authority
18 granted to them by CITY POLICE OFFICERS.

19 64. At all relevant times herein, CITY POLICE DEPARTMENT, CITY POLICE
20 OFFICERS, and/or TOWING DEFENDANTS affirmatively acted so as to place Decedent
21 Cameroni de Adams in a situation of actual, particularized danger that was more dangerous than
22 the position that she already faced. Specifically, when CITY POLICE DEPARTMENT, CITY
23 POLICE OFFICERS, and/or TOWING DEFENDANTS affirmatively transported Ms.
24 Cameroni de Adams—who was alive, disabled, and injured inside of her vehicle—to Roadway
25 & Towing, a remote location far away from the medical care and/or treatment Ms. Cameroni de
26 Adams needed. In doing so, CITY POLICE DEPARTMENT, CITY POLICE OFFICERS,
27 and/or TOWING DEFENDANTS entombed Ms. Cameroni de Adams inside of her vehicle—
28 away from the possibility of being aided by the public—and left her for dead at Roadway &

1 Towing. Further, CITY POLICE DEPARTMENT, CITY POLICE OFFICERS, and/or
2 TOWING DEFENDANTS intentionally, recklessly, negligently, and/or unlawfully did not
3 employ and/or otherwise execute victim search policies, procedures, and/or inventory practices
4 to confirm whether Ms. Cameroni de Adams or anyone else was inside the vehicle following
5 the November 5, 2023, collision.

6 65. Based on the aforementioned, CITY POLICE DEPARTMENT, CITY POLICE
7 OFFICERS, and/or TOWING DEFENDANTS knew and/or should have known Decedent
8 Cameroni de Adams faced a substantial risk of serious harm due to these failures. At all
9 relevant times, CITY POLICE DEPARTMENT, CITY POLICE OFFICERS, and/or TOWING
10 DEFENDANTS, were deliberately indifferent to these known and foreseeable risks, that is, that
11 CITY POLICE DEPARTMENT, CITY POLICE OFFICERS, and/or TOWING
12 DEFENDANTS knew and disregarded these risks by affirmatively transporting Ms. Cameroni
13 de Adams away from medical care and/or treatment.

14 66. Plaintiffs allege that, at all relevant times, (1) the acts of CITY POLICE
15 DEPARTMENT’s subordinates, including CITY POLICE OFFICERS and/or TOWING
16 DEFENDANTS, deprived Ms. Cameroni de Adams of the particular rights as described herein
17 pursuant to, without limitation, the Fourteenth Amendment of the United States Constitution;
18 (2) CITY POLICE DEPARTMENT knew that their subordinates, including CITY POLICE
19 OFFICERS and/or TOWING DEFENDANTS, were engaging in the in the tortious conduct and
20 constitutional violations as described hereinabove and knew or should have known that their
21 subordinates’ conduct would deprive Ms. Cameroni de Adams of these rights and CITY
22 POLICE DEPARTMENT failed to act to prevent the subordinates, including CITY POLICE
23 OFFICERS and/or TOWING DEFENDANTS, from engaging in said conduct, and/or (3) CITY
24 POLICE DEPARTMENT disregarded the known or obvious consequence that a particular
25 training deficiency or omission would cause their subordinates, including CITY POLICE
26 OFFICERS and/or TOWING DEFENDANTS, to violate Ms. Cameroni de Adams’
27 constitutional rights and that deficiency or omission actually caused the subordinates to deprive
28 the Ms. Cameroni de Adams of her constitutional rights as described hereinabove.

1 67. Plaintiffs further allege that CITY POLICE DEPARTMENT and Does 20
2 through 25 did not take reasonable available measures to abate or reduce the risk of serious
3 harm, even though a reasonable officer under the circumstances would have understood the
4 high degree of risk involved. Plaintiffs allege that, by not taking such measures, CITY POLICE
5 DEPARTMENT caused Decedent Cameroni de Adams’ death and Plaintiffs’ injuries, as
6 alleged hereinabove.

7 68. The acts and/or failures described hereinabove caused severe harm to Plaintiffs,
8 including Ms. Cameroni de Adams’ death, as alleged hereinabove.

9 69. At all relevant times, CITY POLICE OFFICERS and/or TOWING
10 DEFENDANTS were acting within the course and scope of their agency, employment, contract,
11 representation, ostensible agency, and/or otherwise joint venture with CITY POLICE
12 DEPARTMENT and/or acting under the color of state law.

13 70. As a direct and foreseeable result of Defendants’ actions, omissions, failures,
14 policies, procedures, and practices, Ms. Cameroni de Adams was pronounced dead on
15 December 6, 2023, despite her body having been found in a decomposed state. Due to the
16 facts and circumstances related to Ms. Cameroni de Adams’ death as alleged hereinabove,
17 Plaintiff Estate of Monica Liliana Cameroni de Adams, by and through its Administrator, is
18 entitled to survival action damages suffered by Ms. Cameroni de Adams for, without
19 limitation (1) punitive and/or exemplary damages; and (2) pre-death pain and suffering.

20 71. As a direct and foreseeable result of Defendants’ actions, omissions, failures,
21 policies, procedures, and practices, Plaintiffs Adams and Cameroni-Adams suffered wrongful
22 death damages, including, without limitation, (1) noneconomic damages related to the loss of
23 Decedent Cameroni de Adams’ love, companionship, comfort, care, assistance, protection,
24 affection, society, moral support, training, and guidance; and (2) economic damages related to
25 funeral and burial expenses.

26 72. Moreover, the Defendants’ conduct, as alleged hereinabove, was willful,
27 wanton, and malicious. At all relevant times, Defendants, including, without limitation, CITY
28 POLICE DEPARTMENT, CITY POLICE OFFICERS, and TOWING DEFENDANTS, acted

1 with conscious and callous disregard of Ms. Cameroni de Adams’ known rights. Defendants,
2 including, without limitation, CITY POLICE DEPARTMENT, CITY POLICE OFFICERS,
3 and/or TOWING DEFENDANTS, also acted with the knowledge of or with reckless disregard
4 of the known fact that their conduct as alleged hereinabove was certain to cause injury and/or
5 death to Ms. Cameroni de Adams and Plaintiffs. By virtue of the foregoing, Plaintiffs are
6 entitled to recover punitive, treble, and/or exemplary damages from Defendants, including,
7 without limitation, CITY POLICE DEPARTMENT, CITY POLICE OFFICERS, and/or
8 TOWING DEFENDANTS, in an amount according to proof of trial.

9 **THIRD CAUSE OF ACTION – CONSTITUTIONAL VIOLATION OF CIVIL**
10 **RIGHTS CAUSED BY FAILURE TO TRAIN – MUNICIPAL LIABILITY**
11 **(42 U.S.C. § 1983)**

12 **(By All Plaintiffs against CITY POLICE DEPARTMENT and Does 1 through 25)**

13 73. Plaintiffs herein allege and incorporate, as though fully set forth at length, each
14 and every allegation and statement contained hereinabove.

15 74. This cause of action arises under 42 U.S.C. § 1983, wherein Plaintiffs seek to
16 redress a deprivation under color of law of a right, privilege, or immunity secured to them by
17 the Fourteenth Amendment to the United States Constitution. Specifically, Ms. Cameroni de
18 Adams possessed a constitutional right to be free from a government employee affirmative
19 placing that person in a position of actual, particularized danger—or in a situation of actual,
20 particularized danger that is more dangerous than the position that the person already faced—
21 if the government employee acted with deliberate indifference to a known or obvious danger.
22 Here, the particularized danger in which Ms. Cameroni de Adams was placed related to her
23 entombment inside of her vehicle by Defendants at ROADSIDE TOWING, as alleged herein.

24 75. The acts, failure(s) to act of CITY POLICE OFFICERS and/or TOWING
25 DEFENDANTS deprived Ms. Cameroni de Adams of her particular constitutional rights
26 under the United States Constitution, as alleged herein.

27 76. At all relevant times, CITY POLICE OFFICERS and/or TOWING
28 DEFENDANTS acted under color of state law, as alleged herein.

1 77. The training policies of CITY POLICE DEPARTMENT were (1) not adequate
2 to prevent violations of law by its employees, agents, representatives, ostensible agents, and/or
3 joint venturers, including CITY POLICE OFFICERS and/or TOWING DEFENDANTS;
4 and/or (2) train its employees, agents, representatives, ostensible agents, and/or joint
5 venturers, including CITY POLICE OFFICERS and/or TOWING DEFENDANTS to handle
6 the usual and recurring situations with which they must deal with.

7 78. CITY POLICE DEPARTMENT was deliberately indifferent to the substantial
8 risk that its policies were inadequate to prevent violations of law and/or constitutional
9 violations by its employees, agents, representatives, ostensible agents, and/or joint venturers,
10 including CITY POLICE OFFICERS and/or TOWING DEFENDANTS, and/or to the known,
11 foreseeable and/or obvious consequences of its failure to train its employees, agents,
12 representatives, ostensible agents, and/or joint venturers, including CITY POLICE
13 OFFICERS and/or TOWING DEFENDANTS, adequately.

14 79. The failure of CITY POLICE DEPARTMENT to prevent the violations of law
15 by its employees, agents, representatives, ostensible agents, and/or joint venturers, including
16 CITY POLICE OFFICERS and/or TOWING DEFENDANTS, as alleged herein, and/or to
17 provide adequate training to its employees, agents, representatives, ostensible agents, and/or
18 joint venturers, including CITY POLICE OFFICERS and/or TOWING DEFENDANTS,
19 caused the deprivation of Decedent Cameroni de Adams’ constitutional and/or civil rights.
20 That is, CITY POLICE DEPARTMENT’s failures to prevent the violations of law and/or
21 constitutional violations of its employees, agents, representatives, ostensible agents, and/or
22 joint venturers, including CITY POLICE OFFICERS and/or TOWING DEFENDANTS,
23 played a substantial part in bringing about or actually causing the injuries or damages to
24 Plaintiffs, including Ms. Cameroni de Adams, as alleged herein.

25 80. The foregoing unconstitutional customs and practices were a direct and legal
26 cause of harm to Plaintiffs’ harm, including Ms. Cameroni de Adams’ death.

27 81. As a direct and foreseeable result of Defendants’ actions, omissions, failures,
28 policies, procedures, and practices, Ms. Cameroni de Adams was pronounced dead on

1 December 6, 2023, despite her body having been found in a decomposed state. Due to the
2 facts and circumstances related to Ms. Cameroni de Adams’ death as alleged herein, Plaintiff
3 Estate of Monica Liliana Cameroni de Adams, by and through its Administrator Eliot Cobb
4 Adams, is entitled to survival action damages suffered by Ms. Cameroni de Adams for,
5 without limitation (1) punitive and/or exemplary damages; and (2) pre-death pain and
6 suffering.

7 82. As a direct and foreseeable result of Defendants’ actions, omissions, failures,
8 policies, procedures, and practices, Plaintiffs Adams and Cameroni-Adams suffered wrongful
9 death damages, including, without limitation, (1) noneconomic damages related to the loss of
10 Decedent Cameroni de Adams’ love, companionship, comfort, care, assistance, protection,
11 affection, society, moral support, training, and guidance; and (2) economic damages related to
12 funeral and burial expenses.

13 83. Moreover, the Defendants’ conduct, as alleged herein, was willful, wanton, and
14 malicious. At all relevant times, Defendants, including, without limitation, CITY POLICE
15 DEPARTMENT, CITY POLICE OFFICERS, and TOWING DEFENDANTS, acted with
16 conscious and callous disregard of Decedent Cameroni de Adams’ rights and feelings.
17 Defendants, including, without limitation, CITY POLICE DEPARTMENT, CITY POLICE
18 OFFICERS, and/or TOWING DEFENDANTS, also acted with the knowledge of or with
19 reckless disregard for the fact that their conduct as alleged herein was certain to cause injury
20 and/or death to Decedent Cameroni de Adams and Plaintiffs. By virtue of the foregoing,
21 Plaintiffs are entitled to recover punitive, treble, and/or exemplary damages from Defendants,
22 including, without limitation, CITY POLICE DEPARTMENT, CITY POLICE OFFICERS,
23 and/or TOWING DEFENDANTS, in an amount according to proof of trial.

24 **FOURTH CAUSE OF ACTION – NEGLIGENCE**

25 **(By Plaintiffs against CITY POLICE DEPARTMENT, CITY POLICE OFFICERS, and**
26 **TOWING DEFENDANTS and Does 1 through 25)**

27 84. Plaintiffs herein allege and incorporate, as though fully set forth at length, each
28 and every allegation and statement contained hereinabove.

As to CITY POLICE DEPARTMENT and CITY POLICE OFFICERS, including Does 1 through 25:

85. At all relevant times, CITY POLICE OFFICERS were acting within the course and scope of their agency, employment, contract, representation, ostensible agency, and/or otherwise joint venture with CITY POLICE DEPARTMENT, and/or acting under the color of state law.

86. CITY POLICE DEPARTMENT and CITY POLICE OFFICERS, and each of them, owed Ms. Cameroni de Adams a duty to, without limitation, ensure her health and safety while securing a scene following a collision and ensuring persons were transported to receive medical care and/or aid, not transported away from such treatment and/or care. At all relevant times, Ms. Cameroni de Adams was in the custody and care of CITY POLICE DEPARTMENT and CITY POLICE OFFICERS, and each of them.

87. CITY POLICE DEPARTMENT and CITY POLICE OFFICERS, and each of them, breached their duty to Decedent Cameroni de Adams when, without limitation, the following took place, as alleged herein: (1) affirmatively transporting Ms. Cameroni de Adams—who was alive inside of her vehicle—to a remote location away from medical care and/or treatment; (2) affirmatively not conducting an inspection, examination, and/or otherwise search of Ms. Cameroni de Adams’ Vehicle, including an external and internal exploration of Ms. Cameroni de Adams’ Vehicle to ascertain Ms. Cameroni de Adams’ location at the time of the collision; (3) affirmatively not conducting an inspection, examination, and/or otherwise search of Ms. Cameroni de Adams’ Vehicle, including an external and internal inventory search of Ms. Cameroni de Adams’ vehicle property and items to ascertain Ms. Cameroni de Adams’ location when Ms. Cameroni de Adams’ vehicle was at TOWING DEFENDANTS’ Roadway Towing; (4) affirmatively not conducting a comprehensive inspection, examination, and/or otherwise investigation of the whereabouts of Ms. Cameroni de Adams’ location following the filing of Plaintiffs Adams and Cameroni-Adams’ missing persons report on November 14, 2023. Based on the foregoing, CITY POLICE DEPARTMENT and CITY POLICE OFFICERS, and each of them, caused Decedent Cameroni de Adams’ death, as alleged herein.

1 88. As a result of Defendants’ breaches, and each of theirs, as alleged herein,
2 Plaintiffs suffered harm, including Ms. Cameroni de Adams’ death.

3 89. As alleged herein, Defendants’ breaches, and each of theirs, were a substantial
4 factor in causing Plaintiffs’ harm, including Ms. Cameroni de Adams’ death.

5 90. As a direct and foreseeable result of Defendants’ actions, omissions, failures,
6 policies, procedures, and practices, Ms. Cameroni de Adams was pronounced dead on
7 December 6, 2023, despite her body having been found in a decomposed state. Due to the
8 facts and circumstances related to Ms. Cameroni de Adams’ death as alleged herein, Plaintiff
9 Estate of Monica Liliana Cameroni de Adams, by and through its Administrator Eliot Cobb
10 Adams, is entitled to survival action damages suffered by Ms. Cameroni de Adams for,
11 without limitation (1) punitive and/or exemplary damages; and (2) pre-death pain and
12 suffering.

13 91. As a direct and foreseeable result of Defendants’ actions, omissions, failures,
14 policies, procedures, and practices, Plaintiffs Adams and Cameroni-Adams suffered wrongful
15 death damages, including, without limitation, (1) noneconomic damages related to the loss of
16 Decedent’s love, companionship, comfort, care, assistance, protection, affection, society,
17 moral support, training, and guidance; and (2) economic damages related to funeral and burial
18 expenses.

19 92. Defendants’ conduct, as alleged herein, was willful, wanton, and malicious. At
20 all relevant times, Defendants, including, without limitation, CITY POLICE OFFICERS,
21 acted with conscious and callous disregard of Ms. Cameroni de Adams’ rights and feelings.
22 Defendants, including, without limitation, CITY POLICE OFFICERS, also acted with the
23 knowledge of or with reckless disregard for the fact that their conduct as alleged herein was
24 certain to cause injury and/or death to Ms. Cameroni de Adams and Plaintiffs. By virtue of the
25 foregoing, Plaintiffs are entitled to recover punitive, treble, and/or exemplary damages from
26 Defendants, including, without limitation, CITY POLICE DEPARTMENT and CITY
27 POLICE OFFICERS, in an amount according to proof of trial.

28 **As to TOWING DEFENDANTS, including DOES 1 through 25:**

1 93. TOWING DEFENDANTS, and each of them, owed Ms. Cameroni de Adams a
2 duty to, without limitation, ensure her health and safety by, without limitation, performing
3 external and/or internal inspection, examination, and/or otherwise search of Ms. Cameroni de
4 Adams’ vehicle, including an external and internal inventory search of Ms. Cameroni de
5 Adams’ vehicle property and items to ascertain Ms. Cameroni de Adams’ location when Ms.
6 Cameroni de Adams’ vehicle was at Roadway & Towing. As such, at all relevant times, Ms.
7 Cameroni de Adams was in the care of TOWING DEFENDANTS at Roadway & Towing.

8 94. TOWING DEFENDANTS, and each of them, breached their duty of care to Ms.
9 Cameroni de Adams when they failed to, without limitation, (1) perform external and/or
10 internal inspections, examinations, and/or otherwise searches of Ms. Cameroni de Adams’
11 vehicle, including an external and/or internal inventory search of her vehicle while at Roadway
12 & Towing; (2) affirmatively place Ms. Cameroni de Adams’ vehicle—with Ms. Cameroni de
13 Adams alive and injured inside—in a location easily accessible and visible to others so as to
14 render aid to Ms. Cameroni de Adams at Roadway & Towing; and (3) affirmatively conduct
15 inspection, examinations, and/or otherwise searches of Ms. Cameroni de Adams’ vehicle
16 following Plaintiffs Adams and Cameroni-Adams filing of a missing persons report on behalf
17 of their mother, Ms. Cameroni de Adams.

18
19 95. As a result of TOWING DEFENDANTS’ breaches, Ms. Cameroni de Adams
20 was entombed in her vehicle and she and Plaintiffs suffered injuries and damages, as alleged
21 herein.

22 96. TOWING DEFENDANTS, and each of them, breaches were a substantial factor
23 in causing Ms. Cameroni de Adams’ and Plaintiffs’ injuries, including Ms. Cameroni de
24 Adams’ death, as alleged herein.

25 97. As a direct and foreseeable result of Defendants’ actions, omissions, failures,
26 policies, procedures, and practices, Ms. Cameroni de Adams was pronounced dead on
27 December 6, 2023, despite her body having been found in a decomposed state. Due to the
28 facts and circumstances related to Ms. Cameroni de Adams’ death as alleged herein, Plaintiff

1 Estate of Monica Liliana Cameroni de Adams, by and through its Administrator Eliot Cobb
2 Adams, is entitled to survival action damages suffered by Ms. Cameroni de Adams for,
3 without limitation (1) punitive and/or exemplary damages; and (2) pre-death pain and
4 suffering.

5 98. As a direct and foreseeable result of Defendants’ actions, omissions, failures,
6 policies, procedures, and practices, Plaintiffs Adams and Cameroni-Adams suffered wrongful
7 death damages, including, without limitation, (1) noneconomic damages related to the loss of
8 Decedent Cameroni de Adams’ love, companionship, comfort, care, assistance, protection,
9 affection, society, moral support, training, and guidance; and (2) economic damages related to
10 funeral and burial expenses.

11 99. Defendants’ conduct, as alleged herein, was willful, wanton, and malicious. At all
12 relevant times, Defendants, including, without limitation, TOWING DEFENDANTS, acted
13 with conscious and callous disregard of Ms. Cameroni de Adams’ rights and feelings.
14 Defendants, including, without limitation, TOWING DEFENDANTS, also acted with the
15 knowledge of or with reckless disregard for the fact that their conduct as alleged herein was
16 certain to cause injury and/or death to Ms. Cameroni de Adams and Plaintiffs. By virtue of the
17 foregoing, Plaintiffs are entitled to recover punitive, treble, and/or exemplary damages from
18 Defendants, including, without limitation, TOWING DEFENDANTS, in an amount according
19 to proof of trial.

20 **FIFTH CAUSE OF ACTION – TORTIOUS INTERFERENCE WITH HUMAN**

21 **REMAINS**

22 **(By Plaintiffs Adams and Cameroni-Adams against TOWING DEFENDANTS and Does**
23 **1 through 25)**

24 100. Plaintiffs herein allege and incorporate, as though fully set forth at length, each
25 and every allegation and statement contained herein.

26 101. Plaintiffs Adams and Cameroni-Adams, as Decedent Cameroni de Adams’
27 biological children and next of kin, hold a statutory right under California law to control the
28 disposition of their mother’s body.

1 108. CITY POLICE OFFICERS, TOWING DEFENDANTS, and Does 1 through 25’s
2 unfitness and/or incompetence harmed Plaintiffs, as alleged herein.

3 109. Defendants’ negligence in hiring, training, and/or otherwise retaining CITY
4 POLICE OFFICERS, TOWING DEFENDANTS, and Does 1 through 25, was a substantial
5 factor in causing Plaintiffs’ harm, as alleged herein.

6 110. As a direct and foreseeable result of Defendants’ actions, omissions, failures,
7 policies, procedures, and practices, Decedent Cameroni de Adams was pronounced dead on
8 December 6, 2023, despite her body having been found in a decomposed state. Due to the
9 facts and circumstances related to Decedent Cameroni de Adams’ death as alleged herein,
10 Plaintiff Estate of Monica Liliana Cameroni de Adams, by and through its Administrator Eliot
11 Cobb Adams, is entitled to survival action damages suffered by Decedent Cameroni de Adams
12 for, without limitation (1) punitive and/or exemplary damages; and (2) pre-death pain and
13 suffering.

14 111. As a direct and foreseeable result of Defendants’ actions, omissions, failures,
15 policies, procedures, and practices, Plaintiffs Adams and Cameroni-Adams suffered wrongful
16 death damages, including, without limitation, (1) noneconomic damages related to the loss of
17 Decedent Cameroni de Adams’ love, companionship, comfort, care, assistance, protection,
18 affection, society, moral support, training, and guidance; and (2) economic damages related to
19 funeral and burial expenses.

20 112. Defendants’ conduct, as alleged herein, was willful, wanton, and malicious. At
21 all relevant times, Defendants, including, without limitation, CITY POLICE DEPARTMENT,
22 CITY POLICE OFFICERS, and TOWING DEFENDANTS, acted with conscious and callous
23 disregard of Decedent Cameroni de Adams’ rights and feelings. Defendants, including,
24 without limitation, CITY POLICE DEPARTMENT, CITY POLICE OFFICERS, and
25 TOWING DEFENDANTS, also acted with the knowledge of or with reckless disregard for
26 the fact that their conduct as alleged herein was certain to cause injury and/or death to
27 Decedent Cameroni de Adams and Plaintiffs. By virtue of the foregoing, Plaintiffs are entitled
28 to recover punitive, treble, and/or exemplary damages from Defendants, including, without

1 limitation, CITY POLICE DEPARTMENT, CITY POLICE OFFICERS, and/or TOWING
2 DEFENDANTS, in an amount according to proof of trial.

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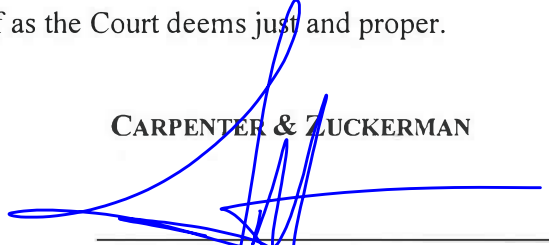
PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request relief as follows:

- 1. For compensatory, general, and special damages against each Defendant, jointly and severally, in an amount to be proven at trial;
- 2. For punitive and exemplary damages against CITY POLICE OFFICERS, TOWING DEFENDANTS, and DRIVER LOPEZ in an amount appropriate to punish Defendants and deter others from engaging in similar misconduct;
- 3. For civil penalties as permitted by law;
- 4. For trebling of, without limitation, actual damages;
- 5. For costs, including reasonable attorneys' fees;
- 6. For pre-judgment and post-judgment interest as permitted by law;
- 7. For such other and further relief as the Court deems just and proper.

Dated: March 28, 2025

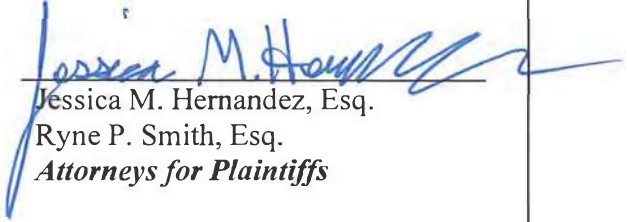
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Dated: March 28, 2025

**KENNEDY, HERNANDEZ,
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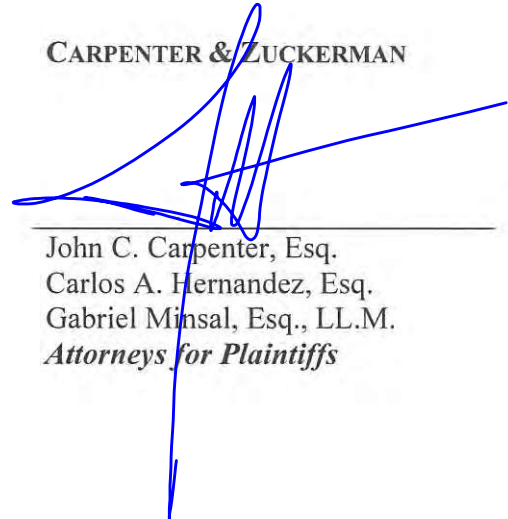
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DEMAND FOR JURY TRIAL

Plaintiffs ESTATE OF MONICA LILIANA CAMERONI DE ADAMS; ELIOT COBB ADAMS; and NATALIA DANIELLE CAMERONI-ADAMS, hereby demand a trial of all causes of action by jury.

Dated: March 28, 2025

CARPENTER & ZUCKERMAN



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Carlos A. Hernandez, Esq.
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Dated: March 28, 2025

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