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JENELLE PUGAL SORENSEN
NICHOLAS BRADFORD SORENSEN
and WILLIAM "LIAM" SORENSEN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO (NORTH COUNTY)

JENELLE PUGAL SORENSEN, an individual;
NICHOLAS BRADFORD SORENSEN, an
individual; WILLIAM "LIAM" SORENSEN, a
minor by and through his father and guardian ad
litem NICHOLAS BRADFORD SORENSEN;

Plaintiff(s),
vs.

SYMPHONY ASSET POOL, a business entity form
unknown; SYMPHONY ASSET POOL XIV, LLC, a
limited liability company; PACIFICA
ENTERPRISES, LLC, a limited liability company;
PACIFICA ENTERPRISES INVESTMENTS, LLC,
a limited liability company; BELMONT PARK
ENTERTAINMENT, LLC, a limited liability
company; BELMONT PARK, a business entity form
unknown; BELMONT PARK ASSOCIATES, a
business entity form unknown; WAVEHOUSE
BELMONT PARK LLC, a limited liability company;
SAN DIEGO COASTER COMPANY, a business
entity form unknown; PEI FUND I SPONSOR, LLC,
a limited liability company; KMG, a business entity
form unknown; KMG EUROPE BV, a business entity
form unknown; KMG RIDES, a business entity form
unknown; AMUSEMENTS OF AMERICA, a
business entity form unknown; CHANCE RIDES, is a
business entity form unknown; CITY OF SAN
DIEGO, a governmental entity; COUNTY OF SAN
DIEGO, a governmental entity; THE STATE OF

Case No. 37-2022-00034611-CU-PO-CTL

**PLAINTIFFS' COMPLAINT FOR
PERSONAL INJURIES AND PROPERTY
DAMAGE; DEMAND FOR JURY TRIAL**

1. General Negligence/Common Carrier/Premises Liability;
2. Governmental Tort Liability [Gov. Code §§ 815, 815.2(a), 815.4, 815.6, 820(a), 830, 830.8, 835, 835.2(a), 835.2(b), 840.2, and 910, et seq.];
3. Products Liability-Negligence;
4. Products Liability-Failure to Warn;
5. Products Liability-Strict Liability;
6. Products Liability-Breach of Warranties;
7. Products Liability-Misrepresentation & Concealment;
8. Loss of Consortium;
9. Negligent Infliction of Emotional Distress (Bystander);

JURY TRIAL DEMANDED

[UNLIMITED CIVIL CASE]

1 CALIFORNIA including but not limited to)
2 CALIFORNIA COASTAL COMMISSION, a)
3 governmental entity; and DOES 1-250 INCLUSIVE;)
4 Defendant(s).)

5
6 COMES NOW, plaintiffs JENELLE PUGAL SORENSEN, NICHOLAS BRADFORD
7 SORENSEN and WILLIAM "LIAM" SORENSEN, a minor by and through his father and guardian ad
8 litem NICHOLAS BRADFORD SORENSEN, who, by their attorneys, the LAW OFFICES OF OTTO
9 L. HASELHOFF, P.C., and GUY LEVY LAW, complains of defendants, and each of them, and allege,
10 as follows:

11 i.

12 THE PARTIES

13 1. At all times hereinafter mentioned, plaintiff JENELLE PUGAL SORENSEN was, and
14 still is, a resident of the State of California, County of San Diego.

15 2. At all times hereinafter mentioned, plaintiff NICHOLAS BRADFORD SORENSEN
16 was, and still is, a resident of the State of California, County of San Diego.

17 3. At all times hereinafter mentioned, plaintiff WILLIAM "LIAM" SORENSEN, a minor,
18 was, and still is, a resident of the State of California, County of San Diego.

19 4. Plaintiffs NICHOLAS BRADFORD SORENSEN and JENELLE PUGAL SORENSEN
20 are the natural parents of WILLIAM "LIAM" SORENSEN, a minor born on November 15, 2013.

21 5. Plaintiff NICHOLAS BRADFORD SORENSEN has been, or will be, appointed as
22 Guardian Ad Litem of his minor son, WILLIAM "LIAM" SORENSEN, and an application for
23 appointment of Guardian Ad Litem has been filed with this Complaint.

24 6. Defendant SYMPHONY ASSET POOL is a business entity form unknown, and a
25 business concern headquartered and/or operating in, and doing substantial business in, the State of
26 California, County of San Diego.

27 7. Defendant SYMPHONY ASSET POOL XIV, LLC is a limited liability company, and a
28 business concern headquartered and/or operating in, and doing substantial business in, the State of

1 California, County of San Diego.

2 8. Defendant PACIFICA ENTERPRISES, LLC is a limited liability company, and a
3 business concern headquartered and/or operating in, and doing substantial business in, the State of
4 California, County of San Diego.

5 9. Defendant PACIFICA ENTERPRISES INVESTMENTS, LLC is a limited liability
6 company, and a business concern headquartered and/or operating in, and doing substantial business in,
7 the State of California, County of San Diego.

8 10. Defendant BELMONT PARK ENTERTAINMENT, LLC is a limited liability company,
9 and a business concern headquartered and/or operating in, and doing substantial business in, the State
10 of California, County of San Diego.

11 11. Defendant BELMONT PARK is a business entity form unknown, and a business
12 concern headquartered and/or operating in, and doing substantial business in, the State of California,
13 County of San Diego.

14 12. Defendant BELMONT PARK ASSOCIATES is a business entity form unknown, and a
15 business concern headquartered and/or operating in, and doing substantial business in, the State of
16 California, County of San Diego.

17 13. Defendant WAVEHOUSE BELMONT PARK LLC is a limited liability company, and a
18 business concern headquartered and/or operating in, and doing substantial business in, the State of
19 California, County of San Diego.

20 14. Defendant SAN DIEGO COASTER COMPANY is a business entity form unknown,
21 and a business concern headquartered and/or operating in, and doing substantial business in, the State
22 of California, County of San Diego.

23 15. Defendant PEI FUND I SPONSOR, LLC is a limited liability company, and a business
24 concern headquartered and/or operating in, and doing substantial business in, the State of California,
25 County of San Diego.

26 16. Defendant KMG is a business entity form unknown, and a business concern
27 headquartered and/or operating in, and doing substantial business in, the State of California, County of
28 San Diego.

1 17. Defendant KMG EUROPE BV is a business entity form unknown, and a business
2 concern headquartered and/or operating in, and doing substantial business in, the State of California,
3 County of San Diego.

4 18. Defendant KMG RIDES is a business entity form unknown, and a business concern
5 headquartered and/or operating in, and doing substantial business in, the State of California, County of
6 San Diego.

7 19. Defendant AMUSEMENTS OF AMERICA is a business entity form unknown, and a
8 business concern headquartered and/or operating in, and doing substantial business in, the State of
9 California, County of San Diego.

10 20. Defendant CHANCE RIDES is a business entity form unknown, and a business concern
11 headquartered and/or operating in, and doing substantial business in, the State of California, County of
12 San Diego.

13 21. Plaintiffs are informed and believe and thereon alleges that at all times hereinafter
14 mentioned, defendant CITY OF SAN DIEGO, was, and still is, a governmental entity organized and
15 existing within the State of California and encompass numerous departments, that are involved in
16 various governmental functions.

17 22. Plaintiffs are informed and believe and thereon alleges that at all times hereinafter
18 mentioned, defendant COUNTY OF SAN DIEGO, was, and still is, a governmental entity organized
19 and existing within the State of California and encompass numerous departments, that are involved in
20 various governmental functions.

21 23. Plaintiffs are informed and believe and thereon alleges that at all times hereinafter
22 mentioned, defendant THE STATE OF CALIFORNIA including but not limited to CALIFORNIA
23 COASTAL COMMISSION, was, and still is, a governmental entity organized and existing within the
24 State of California and encompass numerous departments, that are involved in various governmental
25 functions.

26 24. The true names and/or capacities whether individual, corporate, associate or otherwise,
27 of defendants DOES 1-250 INCLUSIVE are unknown to plaintiffs who therefore sue said defendants
28 by such fictitious names. Said DOE defendants may include, but do not necessarily include,

1 individuals, businesses, corporations, partnerships, associations, joint ventures, trusts, L.P.s, LLCs,
2 LLPs, defendants that are governmental in nature, as well as product manufacturers, medical providers,
3 professionals, contractors, estates, administrators of estates, trusts and/or all other types of entities
4 and/or individuals, as discovery in this matter may reveal. Regardless, plaintiffs allege that each of the
5 defendants designated herein as a DOE is legally responsible in some manner for the events and
6 happenings herein referred to, and legally caused injury and damages proximately thereby to plaintiffs
7 as herein alleged. At least one DOE defendant is an individual defendant and resident of the State of
8 California, and County wherein this action is filed.

9 25. At all times hereinafter mentioned, plaintiffs will show, according to proof, that
10 defendants were the agents, servants, employees, associates, partners, in a conspiracy with, co-
11 conspirators of, and/or joint venturers of, each other, and were as such, acting within the scope and
12 authority of said agency, employment, association, conspiracy and/or joint venture, and with the
13 permission and consent of their co-defendants and/or that all of said acts were subsequently performed
14 with the knowledge, acquiescence, ratification, and consent of the respective principals, and the
15 benefits thereof were accepted by said principals, and that defendants also conducted themselves
16 through acts and/or omissions on their part, so as to cause all others to believe the remaining defendants
17 to be their agents.

18 26. At all times hereinafter mentioned, all of the acts and conduct hereinafter described of
19 each and every corporate defendant was duly authorized, ordered and/or directed by the respective
20 defendant's corporate employees, and the officers and management-level employees of said corporate
21 defendant and that said corporate defendant participated in the acts and conduct of their said
22 employees, agents and representatives and each of them, and upon completion of the aforesaid acts and
23 conduct of said corporate employees, agents and representatives, the defendant corporation,
24 individually and collectively, ratified, accepted the benefits of, condoned, lauded, acquiesced, approved
25 and consented to each and every one of the said acts and conduct of the aforesaid corporate employees,
26 managing agents, directors, executives, and representatives.

27 27. At all times hereinafter mentioned, defendants retained the ability to exercise, and in fact
28 exercised, substantial control, whether contractual, actual, implied or otherwise, over the means and

1 manner in which the remaining defendants conducted their business and at all times hereinafter
2 mentioned.

3 28. At all times hereinafter mentioned, plaintiffs will show, according to proof, that
4 defendants were, and remain, the alter egos, successors, and/or successors in interest, of the remaining
5 defendants.

6 29. As to "alter ego liability" defendants, it is alleged, upon information and belief, that as to
7 those defendants, that at all times there existed such a unity of interest and ownership among those
8 defendants such that any separateness ceased to exist, that one was a mere shell or instrumentality
9 through which the other carried out their business, and that each defendant exercised such complete
10 control over the other, and so dominated it, to achieve individual goals and so ignored business
11 formalities that any separateness was merely a fiction, and did not in fact exist, and should be deemed
12 not to exist, and as such, if acts are alleged as against one defendant in this complaint, it is alleged that
13 that defendant acted for itself, as well as on behalf of its alter egos. Among other things, those
14 defendants did one or more of the following acts supporting its alter ego liability: (1) commingled
15 corporate funds; (2) failed to observe corporate formalities including maintaining minutes and failure to
16 contribute sufficient capital; (3) commingled funds or other assets; (4) used corporate funds for
17 something other than corporate uses; (5) failed to maintain adequate corporate records; (6) deliberately
18 confused the records of the separate entities; (7) had the same directors and officers of the two or more
19 corporations; (8) used the same office or business location; (9) utilized the same employees and/or
20 attorney; (10) failed to adequately capitalize the corporation; (11) used the corporation as a mere shell,
21 instrumentality or conduit for a single venture; (12) failed to maintain an arm's length relationship
22 among related entities; and/or (13) used a corporate entity to procure labor, services or merchandise for
23 another entity. Moreover, injustice would result but for the finding of alter ego liability as to these
24 defendants, and, as such, this Court should pierce the corporate veil. Further, since alter ego applies
25 here, a corporation's shareholders are treated as "partners" and are held jointly and severally liable for
26 its debts and plaintiff notes that ownership of even one share is sufficient to impose alter ego liability,
27 and it is thus alleged, upon information and belief, that various defendants as alter egos, are also active
28 shareholders in the remaining defendants, influenced and governed the remaining corporate defendants

1 and as such can, and should, be held liable as an alter ego of each and every remaining defendant.

2 30. As to those defendants liable under theories of “successor liability and/or successor in
3 interest liability,” it is alleged that, as to those defendants, one or more of the following factors exists:
4 (1) there is a mere continuation on the part of defendants; (2) a common identity of directors, officer
5 and shareholders from predecessor corporations to successor corporations; (3) that assets were
6 purchased; (4) that the defendants are successors and successors in interest of both assets and liabilities
7 of the others; and (5) that, among other things, one or more of the following facts exist and/or are in
8 play, particularly given various documented mergers on record with the State of California Office of
9 the Secretary of State: (a) a continuation of the enterprise, i.e., that key people of the predecessor are
10 involved in the new entity, the same name, location, facilities or product is used, the assets were bought
11 by the new entity and the operations are the same; (b) the seller dissolved or ceased doing business after
12 the sale; (c) the purchaser assumed the liabilities and obligations ordinarily necessary to continue doing
13 business; and/or (d) the new entity holds itself out as an effective continuation of the seller. Moreover,
14 given that this case involves products liability, the “product line” theory is implicated and focuses on
15 the similarity of the finished manufactured product by the new company and the old entity and, thus,
16 plaintiff is informed and believes, and thereon alleges, that (1) most or all of the assets of various
17 defendants were acquired by other defendants which, upon information and belief, leaves nothing but a
18 corporate shell of the predecessor company defendants; (2) that the new entity holds itself out to the
19 public as a continuation of the predecessor by producing some of the product line under a similar name;
20 and (3) the successor company is benefiting from the goodwill (i.e., reputation) of the predecessor and,
21 as such, there is just cause to hold each defendant liable as a successor and/or as a successor in interest
22 to remaining defendants regardless of the date of an entity’s creation or subsequent corporate transfers.

23 ii.

24 ALLEGATIONS ATTRIBUTABLE TO ALL CAUSES OF ACTION

25 31. This case involves serious personal injuries to plaintiff JENELLE PUGAL SORENSEN
26 with attendant claims for emotional distress and loss of consortium by her husband plaintiff
27 NICHOLAS BRADFORD SORENSEN and a claim for emotional distress by her minor child plaintiff
28 WILLIAM “LIAM” SORENSEN.

1 32. On or about November 14, 0221, between approximately 1:11 PM – 3:11PM at the
2 Belmont Park - Beach Blaster ride, located at 3146 Mission Boulevard, San Diego, California 92109,
3 plaintiff JENELLE PUGAL SORENSEN was struck in the head by a mobile phone owed by DOES 1-
4 20 and apparently dropped by DOES 1-20 while said defendants were on the Beach Blaster ride above
5 referenced, in the presence of her husband plaintiff NICHOLAS BRADFORD SORENSEN and her
6 minor child plaintiff WILLIAM “LIAM” SORENSEN.

7 33. Defendants SYMPHONY ASSET POOL, SYMPHONY ASSET POOL XIV, LLC,
8 PACIFICA ENTERPRISES, LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC, BELMONT
9 PARK ENTERTAINMENT, LLC, BELMONT PARK, BELMONT PARK ASSOCIATES,
10 WAVEHOUSE BELMONT PARK LLC, SAN DIEGO COASTER COMPANY, PEI FUND I
11 SPONSOR, LLC, KMG, KMG EUROPE BV, KMG RIDES, AMUSEMENTS OF AMERICA,
12 CHANCE RIDES, CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, THE STATE OF
13 CALIFORNIA including but not limited to CALIFORNIA COASTAL COMMISSION, and DOES 21-
14 250 INCLUSIVE, owned, operated, managed, designed, manufactured distributed, installed, inspected
15 and/or maintained the “Beach Blaster” ride and the surrounding areas at Belmont Park.

16 34. The Beach Blaster ride as designed, owned, inspected, maintained, managed, and
17 operated is dangerous, as set forth below. As a result of the dangers, a rider on the Beach Blaster
18 apparently dropped a mobile phone which flew and struck plaintiff JENELLE PUGAL SORENSEN in
19 the head in the presence of her husband plaintiff NICHOLAS BRADFORD SORENSEN and minor
20 child plaintiff WILLIAM “LIAM” SORENSEN who witnessed, and were aware of, the injuries to
21 plaintiff JENELLE PUGAL SORENSEN.

22 35. The Beach Blaster ride was defectively and dangerously designed, manufactured,
23 distributed, maintained, inspected, and/or installed by defendants SYMPHONY ASSET POOL,
24 SYMPHONY ASSET POOL XIV, LLC, PACIFICA ENTERPRISES, LLC, PACIFICA
25 ENTERPRISES INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT, LLC, BELMONT
26 PARK, BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK LLC, SAN DIEGO
27 COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE BV, KMG RIDES,
28 AMUSEMENTS OF AMERICA, CHANCE RIDES, CITY OF SAN DIEGO, COUNTY OF SAN

1 DIEGO, THE STATE OF CALIFORNIA including but not limited to CALIFORNIA COASTAL
2 COMMISSION, and DOES 21-250 INCLUSIVE. Among other things, the ride takes participants up
3 into the air and violently jerks them from side to side swinging above and beyond the limit of a
4 bounded area where spectators such as plaintiff JENELLE PUGAL SORENSEN may lawfully stand or
5 sit. There was also insufficient supervision and an insufficient effort to make sure that no loose objects,
6 including mobile phones, are taken on the ride and/or dropped by a participant during the violent
7 maneuvers of the ride. The passenger compartment of the ride is not sealed or self-contained and is
8 therefore open to the outside permitting loose objects to leave the passenger compartment, among other
9 things. There are insufficient warnings. The spectator area is located too close to the ride. These are
10 also other dangers as discovery may reveal. Among other things, there is no warning signage advising
11 people inclined to use their mobile phones, hold their mobile phones, or film with their mobile phones,
12 their experience on the ride. Given the dangerous jerking motions and violent directional transition to
13 which participants on the ride will be subjected, there is a potential for objects to be dropped, striking
14 spectators below. Compounding the danger is that fact that the bounded area is too small so that that
15 people standing outside the bounded area are subject to and prone to injury if objects are dropped.

16 36. Despite requests via the California *Public Records Act*, defendant CITY OF SAN
17 DIEGO refused to provide the accident report or the identity of the person whose mobile phone was
18 dropped. However, the incident was caught on video. It is believed that the video depicts persons
19 who are employed by various defendants and/or their agents, partners, joint venturers, contractors,
20 and/or licensees, who are among the defendants sued herein, all of which defendants pay
21 remuneration and revenue to the defendants in exchange for use of the land and potentially
22 improvements above referenced, and share revenue and control, as well as decision making power.

23 37. In addition, defendants SYMPHONY ASSET POOL, SYMPHONY ASSET POOL
24 XIV, LLC, PACIFICA ENTERPRISES, LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC,
25 BELMONT PARK ENTERTAINMENT, LLC, BELMONT PARK, BELMONT PARK
26 ASSOCIATES, WAVEHOUSE BELMONT PARK LLC, SAN DIEGO COASTER COMPANY,
27 PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE BV, KMG RIDES, AMUSEMENTS OF
28 AMERICA, CHANCE RIDES, CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, THE STATE

1 OF CALIFORNIA including but not limited to CALIFORNIA COASTAL COMMISSION, and
2 DOES 21-250 INCLUSIVE, are liable for breach of a heightened duty as a common carrier, for the
3 creation of a dangerous premises, for products liability, for breach of implied covenant of fitness, for
4 failure to warn, as well as other defects and dangers as discovery may reveal.

5 38. Upon information and belief, there were prior accidents placing defendants
6 SYMPHONY ASSET POOL, SYMPHONY ASSET POOL XIV, LLC, PACIFICA ENTERPRISES,
7 LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT,
8 LLC, BELMONT PARK, BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK
9 LLC, SAN DIEGO COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE
10 BV, KMG RIDES, AMUSEMENTS OF AMERICA, CHANCE RIDES, CITY OF SAN DIEGO,
11 COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA including but not limited to
12 CALIFORNIA COASTAL COMMISSION, and DOES 21-250 INCLUSIVE, on notice of the
13 dangers of the ride, the need for signs and the need for an increased size bounded area. Despite this,
14 in an effort to maximize the number of rides and the profitability of Belmont Park and the Beach
15 Blaster ride in particular decided to place profits before safety and did not expand the bounded area,
16 inviting the public's entry and reliance on the presumed good conduct of the defendants which was in
17 fact misplaced based upon the aforementioned acts and omission of the defendants. Defendants
18 thereby caused, created, allowed, and permitted a dangerous condition of property and were guilty of
19 a failure to warn.

20 39. Upon information and belief defendants SYMPHONY ASSET POOL, SYMPHONY
21 ASSET POOL XIV, LLC, PACIFICA ENTERPRISES, LLC, PACIFICA ENTERPRISES
22 INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT, LLC, BELMONT PARK,
23 BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK LLC, SAN DIEGO
24 COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE BV, KMG RIDES,
25 AMUSEMENTS OF AMERICA, CHANCE RIDES, CITY OF SAN DIEGO, COUNTY OF SAN
26 DIEGO, THE STATE OF CALIFORNIA including but not limited to CALIFORNIA COASTAL
27 COMMISSION, and DOES 21-250 INCLUSIVE, were on notice of the problem for a very long time
28 prior to the accident due to the fact that there were prior accidents that defendants' employees

1 regularly observed and discovered.

2 40. In contrast, at said time and place, plaintiff JENELLE PUGAL SORENSEN was acting
3 with due caution, attention and care and did not in any way contribute to or cause the accident and/or
4 injuries as described hereinafter.

5 41. Plaintiffs bring personal injury claims, emotional distress claims, loss of consortium
6 claims, property damage, medical bills, loss of personal effects, loss of earning, and pain and suffering.
7 Damages claimed are both compensatory and punitive in nature and include both economic and non-
8 economic damages and more.

9 ***A. Premises Liability/Common Carrier Liability/General Negligence***

10 42. Defendants SYMPHONY ASSET POOL, SYMPHONY ASSET POOL XIV, LLC,
11 PACIFICA ENTERPRISES, LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC, BELMONT
12 PARK ENTERTAINMENT, LLC, BELMONT PARK, BELMONT PARK ASSOCIATES,
13 WAVEHOUSE BELMONT PARK LLC, SAN DIEGO COASTER COMPANY, PEI FUND I
14 SPONSOR, LLC, KMG, KMG EUROPE BV, KMG RIDES, AMUSEMENTS OF AMERICA,
15 CHANCE RIDES, and DOES 21-250 INCLUSIVE, were acting as "common carriers" for hire, and as
16 such, there was a heightened duty of care to the public.

17 43. Among other things, (a) these defendants maintain a regular place of business for the
18 purpose of transporting passengers; (b) these defendants advertise their services to the general public;
19 and (c) these defendants charge standard fees for their services. These defendants have a regular
20 schedule of departures, a fixed route, and transportation licenses. These defendants, therefore, are
21 common carriers, and must carry passengers and property safely. As common carriers, these
22 defendants must use the highest care and vigilance of a very cautious person. These defendants must
23 do all that human care, vigilance, and foresight can reasonably do under the circumstances to avoid
24 harm to passengers and/or property. These defendants must use reasonable skill to provide everything
25 necessary to provide safe transportation in view of the transportation modalities used and the practical
26 operation of the business.

27 44. The aforementioned ride and surrounding property involved in the accident was also
28 owned, leased, operated, repaired, inspected, driven, registered, controlled, maintained, and/or managed

1 by defendants SYMPHONY ASSET POOL, SYMPHONY ASSET POOL XIV, LLC, PACIFICA
2 ENTERPRISES, LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC, BELMONT PARK
3 ENTERTAINMENT, LLC, BELMONT PARK, BELMONT PARK ASSOCIATES, WAVEHOUSE
4 BELMONT PARK LLC, SAN DIEGO COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG,
5 KMG EUROPE BV, KMG RIDES, AMUSEMENTS OF AMERICA, CHANCE RIDES, and DOES
6 21-250 INCLUSIVE, who each negligently, carelessly and recklessly owned, operated, and permitted
7 the use of the ride and property owned by them and/or under their control to the respective operators of
8 the ride, and that the operators of the ride violated various rules and were otherwise careless negligent
9 and reckless in the instance so as to proximately cause, in some manner, and become a substantial
10 factor in the aforementioned accident and/or a cause of some injury and damage to the plaintiff.

11 45. In addition, it is alleged that each and every such defendant which will be found to have
12 been an owner, registrant, lessor, lessee, of the aforementioned ride also negligently entrusted said ride
13 to the respective operator(s) thereof, and that said defendants was/were otherwise careless and
14 negligent in the instance, and that the defendants sued in this cause of action expressly and/or impliedly
15 permitted the operator defendant(s) to use/operate their ride at all times alleged herein, most
16 particularly at the time of the accident alleged in this complaint. These defendants SYMPHONY
17 ASSET POOL, SYMPHONY ASSET POOL XIV, LLC, PACIFICA ENTERPRISES, LLC,
18 PACIFICA ENTERPRISES INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT, LLC,
19 BELMONT PARK, BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK LLC,
20 SAN DIEGO COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE BV,
21 KMG RIDES, AMUSEMENTS OF AMERICA, CHANCE RIDES, and DOES 21-250 INCLUSIVE,
22 were also government contractors operating the ride and park pursuant to government contract and
23 sharing revenue, profits, losses, and more with the governmental entities that these defendants were in a
24 contract, partnership and joint venture with each other and the governmental entity defendants, infra.

25 46. Upon information and belief defendants SYMPHONY ASSET POOL, SYMPHONY
26 ASSET POOL XIV, LLC, PACIFICA ENTERPRISES, LLC, PACIFICA ENTERPRISES
27 INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT, LLC, BELMONT PARK,
28 BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK LLC, SAN DIEGO

1 COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE BV, KMG RIDES,
2 AMUSEMENTS OF AMERICA, CHANCE RIDES, and DOES 21-250 INCLUSIVE, were in
3 violation of one or more of the following code sections: *Civil Code* §§ 2100 and 2101; *CA Labor Code*
4 §§ 7903, 7905, 7906, 7908, 7909, 7911, 7912, 7914, 7916, 7919, 7921, 7923, 7924, 7925, 7926, 7927,
5 7928, 7930 and 7931; Division 1 - Department of Industrial Relations, Chapter 3.2 Cal/OSHA,
6 Subchapter 2 OSHA requirement of Department of OSHA §§344.5, 344.6, 344.7, 344.8, 344.9, 344.11,
7 344.12, 344.13, 344.14, 344.15 and 344.16; Division 1 - Department of Industrial Relations, Chapter 4,
8 Division of Industrial Safety, Subchapter 6.2, Permanent Amusement Ride Safety Orders; 3195.1,
9 3195.2, 3195.3, 3195.4, 3195.5, 3195.6, 3195.7, 3195.8 and 3195.9; Consumer Product Safety Act; and
10 the Consumer Product Safety Improvement Act of 2008, among others.

11 47. In addition, defendants DOES 1-20 INCLUSIVE negligently took a mobile phone on the
12 ride and dropped the mobile phone and was otherwise careless, reckless and negligent in the instance.

13 ***B. Government Tort Liability***

14 48. The incident occurred at Belmont Park in the County of San Diego, State of California.
15 That area was in a dangerous condition due to a variety of factors. That area is owned, operated,
16 inspected, designed, maintained, and/or controlled, by defendants CITY OF SAN DIEGO, COUNTY
17 OF SAN DIEGO, and THE STATE OF CALIFORNIA including but not limited to CALIFORNIA
18 COASTAL COMMISSION and DOES 21-250 INCLUSIVE. The entities involved in the ownership,
19 management, design, operation, and inspection of the park and ride, include defendants CITY OF SAN
20 DIEGO, COUNTY OF SAN DIEGO, and THE STATE OF CALIFORNIA including but not limited to
21 CALIFORNIA COASTAL COMMISSION and DOES 21-250 INCLUSIVE.

22 49. Defendants CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, and THE STATE OF
23 CALIFORNIA including but not limited to CALIFORNIA COASTAL COMMISSION and DOES 21-
24 250 INCLUSIVE, caused, created, permitted, allowed and contributed to a dangerous condition. These
25 conditions were thus a dangerous condition of public property and created a nuisance and safety issue
26 for members of the public using the ride with due care. The conditions were also factors in causing the
27 accident. The governmental entity defendants had both actual and constructive notice of the dangerous
28 conditions aforementioned a sufficient period of time prior to the incident such that these defendants in

1 the exercise of ordinary care could have, and should have, and abated the nuisance but that these
2 defendants failed to do so.

3 50. Defendants CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, and THE STATE OF
4 CALIFORNIA including but not limited to CALIFORNIA COASTAL COMMISSION and DOES 21-
5 250 INCLUSIVE, are liable under the *Government Code* for numerous reasons, including for causing
6 and allowing dangerous condition of public property to exist, and thereby creating governmental
7 liability under *Gov. Code* §§ 835, 835.2(a), 835.2(b), and 830.

8 51. These defendants are also liable for negligent governmental employees who, among
9 other things, dangerously maintained, design and created dangerous conditions set forth above, study
10 the problem, or implement required and reasonable remedial measures under *Gov. Code* § 815.2.

11 52. These defendants are also liable for the negligence of government contractors including
12 all the person and entities involved in construction activities who, among other things, created and
13 allowed a dangerous physical condition to exist, by failing to properly maintain and build the roadway
14 as required by the law and/or the plan thereby creating governmental liability under *Gov. Code* § 815.4.

15 53. These defendants are also liable for breach of mandatory duties under *Gov. Code* §
16 815.6 including, but not limited to, a violation of the following code section: *Civil Code* §§ 3479 and
17 3480, *CA Vehicle Code* Sections 21350, 21351, 21400, 21401, and 21467. They are also liable under
18 *Government Code* §§ 815, 815.2, 815.4, 815.6, 820(a), 830, 830.8, 835, 835.2(a), 835.2(b) and 840.2.
19 The governmental entity defendants violated one or more of the following code sections: *Civil Code* §§
20 2100 and 2101; *CA Labor Code* §§ 7903, 7905, 7906, 7908, 7909, 7911, 7912, 7914, 7916, 7919, 7921,
21 7923, 7924, 7925, 7926, 7927, 7928, 7930 and 7931; Division 1 - Department of Industrial Relations,
22 Chapter 3.2 Cal/OSHA, Subchapter 2 OSHA requirement of Department of OSHA §§344.5, 344.6,
23 344.7, 344.8, 344.9, 344.11, 344.12, 344.13, 344.14, 344.15 and 344.16; Division 1 - Department of
24 Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 6.2, Permanent Amusement
25 Ride Safety Orders; 3195.1, 3195.2, 3195.3, 3195.4, 3195.5, 3195.6, 3195.7, 3195.8 and 3195.9;
26 Consumer Product Safety Act; and the Consumer Product Safety Improvement Act of 2008, among
27 others.
28

1 C. *Products Liability*

2 54. Upon information and belief, in the collision sequence, the ride, as well as its
3 components and sub-component parts, was manufactured, designed, marketed, distributed, assembled,
4 and/or retailed/sold by defendants SYMPHONY ASSET POOL, SYMPHONY ASSET POOL XIV,
5 LLC, PACIFICA ENTERPRISES, LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC,
6 BELMONT PARK ENTERTAINMENT, LLC, BELMONT PARK, BELMONT PARK
7 ASSOCIATES, WAVEHOUSE BELMONT PARK LLC, SAN DIEGO COASTER COMPANY, PEI
8 FUND I SPONSOR, LLC, KMG, KMG EUROPE BV, KMG RIDES, AMUSEMENTS OF
9 AMERICA, CHANCE RIDES, CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, THE STATE OF
10 CALIFORNIA including but not limited to CALIFORNIA COASTAL COMMISSION, and DOES 21-
11 250 INCLUSIVE, contained a number of defects.

12 55. These defects, and the defendants believed responsible, include, but are not limited to,
13 the following: the Beach Blaster ride was defectively and dangerously designed, manufactured,
14 distributed, maintained, inspected, and/or installed by defendants SYMPHONY ASSET POOL,
15 SYMPHONY ASSET POOL XIV, LLC, PACIFICA ENTERPRISES, LLC, PACIFICA
16 ENTERPRISES INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT, LLC, BELMONT
17 PARK, BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK LLC, SAN DIEGO
18 COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE BV, KMG RIDES,
19 AMUSEMENTS OF AMERICA, CHANCE RIDES, CITY OF SAN DIEGO, COUNTY OF SAN
20 DIEGO, THE STATE OF CALIFORNIA including but not limited to CALIFORNIA COASTAL
21 COMMISSION, and DOES 21-250 INCLUSIVE.

22 56. Among other things, the ride takes participants up into the air and violently jerks them
23 from side to side swinging above and beyond the limit of a bounded area where spectators such as
24 plaintiff JENELLE PUGAL SORENSEN may lawfully stand or sit. There is insufficient supervision
25 and an insufficient effort to make sure that no loose objects, including mobile phones, are taken on the
26 ride and/or dropped by a participant during the violent maneuvers of the ride. The passenger
27 compartment of the ride is not sealed or self-contained and is therefore open to the outside permitting
28 loose objects to leave the passenger compartment, among other things. There are insufficient warnings.

1 The spectator area is located too close to the ride. These are also other dangers as discovery may
2 reveal. Among other things, there is no warning signage advising people inclined to use their mobile
3 phones, hold their mobile phones, or film with their mobile phones, their experience on the ride. Given
4 the dangerous jerking motions and violent directional transition to which participants on the ride will be
5 subjected, there is a potential for objects to be dropped, striking spectators below. Compounding the
6 danger is that fact that the bounded area is too small so that that people standing outside the bounded
7 area are subject to and prone to injury if objects are dropped.

8 57. In addition, defendants SYMPHONY ASSET POOL, SYMPHONY ASSET POOL
9 XIV, LLC, PACIFICA ENTERPRISES, LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC,
10 BELMONT PARK ENTERTAINMENT, LLC, BELMONT PARK, BELMONT PARK
11 ASSOCIATES, WAVEHOUSE BELMONT PARK LLC, SAN DIEGO COASTER COMPANY,
12 PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE BV, KMG RIDES, AMUSEMENTS OF
13 AMERICA, CHANCE RIDES, CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, THE STATE
14 OF CALIFORNIA including but not limited to CALIFORNIA COASTAL COMMISSION, and
15 DOES 21-250 INCLUSIVE, are liable for breach of a heightened duty as a common carrier, for the
16 creation of a dangerous premises, for products liability, for breach of implied covenant of fitness, for
17 failure to warn, as well as other defects and dangers as discovery may reveal.

18 58. Upon information and belief, there were prior accidents placing defendants
19 SYMPHONY ASSET POOL, SYMPHONY ASSET POOL XIV, LLC, PACIFICA ENTERPRISES,
20 LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT,
21 LLC, BELMONT PARK, BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK
22 LLC, SAN DIEGO COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE
23 BV, KMG RIDES, AMUSEMENTS OF AMERICA, CHANCE RIDES, CITY OF SAN DIEGO,
24 COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA including but not limited to
25 CALIFORNIA COASTAL COMMISSION, and DOES 21-250 INCLUSIVE, on notice of the
26 dangers of the ride, the need for signs and the need for an increase bounded area. Despite this, in an
27 effort to maximize the number of rides and the profitability of Belmont Park and the Beach Blaster
28 ride in particular decided to place profits before safety and did not expand the bounded area, inviting

1 the publics entree and reliance on the presumed good conduct of the defendants which was in fact
2 misplaced based upon the aforementioned acts and omission of the defendants. Defendants thereby
3 caused, created, allowed, and permitted a dangerous condition and were guilty of a failure to warn.

4 59. Upon information and belief defendants SYMPHONY ASSET POOL, SYMPHONY
5 ASSET POOL XIV, LLC, PACIFICA ENTERPRISES, LLC, PACIFICA ENTERPRISES
6 INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT, LLC, BELMONT PARK,
7 BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK LLC, SAN DIEGO
8 COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE BV, KMG RIDES,
9 AMUSEMENTS OF AMERICA, CHANCE RIDES, CITY OF SAN DIEGO, COUNTY OF SAN
10 DIEGO, THE STATE OF CALIFORNIA including but not limited to CALIFORNIA COASTAL
11 COMMISSION, and DOES 21-250 INCLUSIVE, were on notice of the problem for a very long time
12 prior to the accident due to the fact that there were prior accidents that defendants' employees
13 regularly observed and discovered.

14 ***D. Damages***

15 60. As a proximate result of all these negligent and wrongful acts and omissions by
16 defendants, and under these conditions and circumstances, major injuries and damages occurred to
17 plaintiffs' great detriment and damage. Plaintiffs were affected as follows:

- 18 ○ Plaintiff JENELLE PUGAL SORENSEN sustained a traumatic brain injury (TBI),
19 concussion with probable loss of consciousness, subacute concussion, 1.5 mm focus of
20 microhemorrhage within the right frontal corona radiata white matter, post-traumatic
21 intractable headaches with migrainous and tension-type features versus traumatic
22 occipital neuralgia, episodic dizziness, vertigo, imbalance, and visual disturbances due
23 to vestibular dysfunction associated with head and neck injury, memory dysfunction and
24 concentration difficulties, insomnia and sleep disturbances, anxiety, mood changes,
25 fatigue, depression, cervicalgia muscle sprain/strain and whiplash injury, radiculopathy,
26 numbness and tenderness in the left scalp due to direct head trauma, with resultant loss
27 of earnings and medical bills, both past and future, as well as pain and suffering and loss
28 of enjoyment of life.

- Plaintiff NICHOLAS BRADFORD SORESENSEN, the lawful spouse of plaintiff JENELLE PUGAL SORESENSEN, sustained bystander negligent infliction of emotional distress and loss of consortium.
- Plaintiff WILLIAM “LIAM” SORESENSEN, a minor, and child of plaintiff JENELLE PUGAL SORESENSEN, sustained bystander negligent infliction of emotional distress damages.

VENUE & JURISDICTION

BY PLAINTIFF JENELLE PUGAL SORENSEN

SYMPHONY ASSET POOL, SYMPHONY ASSET POOL XIV, LLC, PACIFICA ENTERPRISES, LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT, LLC, BELMONT PARK, BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK LLC, SAN DIEGO COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE BV, KMG RIDES, AMUSEMENTS OF AMERICA, CHANCE RIDES,

and DOES 1-250 INCLUSIVE

FOR GENERAL NEGLIGENCE, INCLUDING COMMON CARRIER AND PREMISES LIABILITY

62. Plaintiff repeats, reiterates, and re-alleges each and every fact and/or allegation set forth in the prior paragraphs of this complaint with the same force and effect as though more fully set forth at length herein.

63. Defendants, and each of them, owed plaintiff a duty of care which they breached, in

1 some manner, proximately causing injuries and damages to plaintiff as hereinafter alleged.

2 64. Without limiting the generality or specificity of the foregoing, defendants sued in this
3 cause of action were careless and negligent and/or fell below an applicable standard of care in some
4 manner, so as to proximately cause, as a substantial factor, injury and/or damage to plaintiff, the nature
5 and extent of which acts and/or omissions awaits discovery and investigation.

6 65. In contrast, at said time and place, plaintiff was acting with due caution, attention and
7 care and did not in any way contribute to or cause the accident and/or injuries as described hereinafter.
8 Plaintiff's injuries and damages were a proximate result of the wrongdoing of the defendants and each
9 of them and was not in any way or manner the result of wrongdoing on said plaintiff's part, nor any
10 comparative fault on said plaintiff's part, nor any assumption of risk on said plaintiff's part.

11 66. That as a proximate result of various acts and omissions on the part of the defendants
12 and each of them, plaintiff was damaged, and seriously injured, sustaining, among other things,
13 physical, emotional and psychological injuries, which are permanent and continuing in nature and
14 duration, medical bills (past and future), loss of earnings (past and future), and loss of enjoyment of
15 life, and upon information and belief, and will continue to do so in to the future, as well as other
16 injuries and damages according to proof, and is thus entitled to compensatory damages from defendants
17 and each of them according to proof.

18 67. By reason of the foregoing, plaintiff has been damaged in sums which exceed the
19 jurisdictional limits of all lower courts which would otherwise have jurisdiction, which amounts will be
20 shown according to proof at time of trial.

SECOND CAUSE OF ACTION:
BY PLAINTIFF JENELLE PUGAL SORENSEN
AS AGAINST
DEFENDANTS
CITY OF SAN DIEGO, COUNTY OF SAN DIEGO,
THE STATE OF CALIFORNIA including but not limited to
CALIFORNIA COASTAL COMMISSION,
and DOES 21-250 INCLUSIVE
FOR GOVERNMENTAL TORT LIABILITY

68. Plaintiff repeats, reiterates, and re-alleges each and every fact and/or allegation set forth in the prior paragraphs of this complaint with the same force and effect as though more fully set forth at length herein.

69. On or about April 29, 2022, via certified mail, and by hand, with all service by every means occurring within six (6) months of the date of the incident that gives rise to this lawsuit, plaintiffs and each of them timely and properly served a Governmental Tort Claim upon the governmental entity defendants, presenting all facts and claims then known and/or reasonably known to plaintiffs concerning the event referenced herein. By operation of law or otherwise, said defendants denied the claims in their entirety, and this action is timely commenced within six (6) months of such denials, be they explicit or by operation of law.

70. To the extent applicable, other governmental and/or quasi-governmental entities not identified by name herein may have been served with claims, and these entities also rejected claims presented to them and such entities additionally advised that they had absolutely no involvement in the area where the accident occurred. As such, plaintiffs do not name explicitly such other governmental entities (as plaintiffs are genuinely ignorant of facts showing liability towards such other governmental defendants) but plaintiffs reserve the right to insert the name of such entities as DOE defendants if it is later shown through discovery that said entities were in fact involved and culpable. At such time, the filing of the present lawsuit shall protect the statute of limitations and will cause any subsequent DOE amendments to "relate back" to the original filing date for the subject lawsuit.

1 71. Defendants sued in this cause of action caused, created, allowed, and permitted a
2 dangerous condition and a failure to warn consisting of, among other things, a dangerous park and
3 ride, specifically the beach blaster and surrounding areas.

4 72. Defendants are liable under the *Government Code* for numerous reasons, including for
5 causing and allowing dangerous condition of public property to exist, and thereby creating
6 governmental liability under *Gov. Code* §§ 835, 835.2(a), 835.2(b), and 830.

7 73. Defendants are also liable for negligent governmental employees who, among other
8 things, dangerously maintained, design and created dangerous conditions set forth above, study the
9 problem, or implement required and reasonable remedial measures under *Gov. Code* § 815.2.

10 74. Defendants are also liable for the negligence of government contractors including all
11 the person and entities involved in construction activities who, among other things, created and
12 allowed a dangerous physical condition to exist, by failing to properly maintain and build the
13 roadway as required by the law and/or the plan thereby creating governmental liability under *Gov.*
14 *Code* § 815.4.

15 75. Defendants are also liable for breach of mandatory duties under *Gov. Code* § 815.6
16 including, but not limited to, a violation of the following applicable code sections: *Civil Code* §§
17 2100 and 2101; *CA Labor Code* §§ 7903, 7905, 7906, 7908, 7909, 7911, 7912, 7914, 7916, 7919,
18 7921, 7923, 7924, 7925, 7926, 7927, 7928, 7930 and 7931; Division 1 - Department of Industrial
19 Relations, Chapter 3.2 Cal/OSHA, Subchapter 2 OSHA requirement of Department of OSHA
20 §§344.5, 344.6, 344.7, 344.8, 344.9, 344.11, 344.12, 344.13, 344.14, 344.15 and 344.16; Division 1 -
21 Department of Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 6.2,
22 Permanent Amusement Ride Safety Orders; 3195.1, 3195.2, 3195.3, 3195.4, 3195.5, 3195.6, 3195.7,
23 3195.8 and 3195.9; Consumer Product Safety Act; and the Consumer Product Safety Improvement
24 Act of 2008, among other code sections.

25 76. Plaintiffs are informed and believe and thereon allege that at all times relevant to this
26 action, and that the defendants sued in this cause of action were, and still are, governmental entities that
27 jointly and severally operated police departments involved in the case, and/or owned, managed,
28 maintained, inspected, repaired, and constructed, the real property where the incident took place,

1 including but not limited to Belmont Park and the Beach Blaster ride as well as surrounding areas.
2 Defendants and their agents, servants, employees and contractors, potentially negligently owned,
3 managed, maintained, inspected, repaired, maintained, and constructed, the accident scene, casting
4 defendants in liability pursuant to, inter alia, *Government Code* §§ 815.2, and 815.4, et seq.

5 77. The aforementioned accident scene was potentially in a dangerous condition that created
6 a substantial risk of serious personal injury or death, which damages were in fact sustained by
7 plaintiffs, when the property was used in a manner that was reasonably foreseeable, casting defendants
8 in liability pursuant to *Government Code* § 835. Defendants, through its agents, servants, employees
9 and/or contractors, violated various statutes, laws, regulations and ordinances and otherwise failed to
10 discharge mandatory duties pertaining to the construction, supervision, owning, maintenance,
11 inspection, and repairing of the accident scene, casting the defendants in liability, pursuant to
12 *Government Code* § 815.6.

13 78. Among other things, plaintiffs allege that defendants were jointly and severally charged
14 with the ownership, operation, management, inspection, construction, maintenance and repair of the
15 accident scene, and was also charged with the inspection of the accident scene, but that said defendants
16 breached their applicable duty of care, as aforestated, and in such other respects as will be revealed in
17 discovery.

18 79. Upon information and belief, sufficient time passed from the moment the dangerous
19 condition was created such that defendants knew or should have known a dangerous condition was
20 created and such that it had sufficient time to have remedied or warned against the dangerous
21 condition. Potentially, notice was actually provided to defendants through prior accidents under
22 similar circumstances such that defendants had sufficient time to take action to remedy the dangerous
23 condition and activities.

24 80. Defendants and/or their management, administration, designers, planners, engineers,
25 maintenance personnel, inspectors and/or other employees, staff, agents or contractors, acting within
26 the course and scope of their duties and/or employment negligently, unreasonably and improperly
27 owned, operated, designed, planned, engineered, maintained, inspected, repaired, failed to repair, and
28 controlled the roadway, thereby creating dangerous conditions and exposing drivers to dangerous

1 conditions.

2 81. Defendants undertook to control the subject area, invited reliance on the subject area
3 and are liable as it created a dangerous condition in doing so. The dangerous condition created a
4 reasonably foreseeable risk of the kind of injuries/damages which were incurred, and (a) were created
5 by a negligent or wrongful act or omission of an employee of defendants and/or (b) defendants had
6 actual or constructive notice of the dangerous conditions for a sufficient time prior to the injury to
7 have taken measures to protect against the dangerous conditions. Bus accident at the accident scene
8 for the same issue previously occurred.

9 82. These dangerous conditions and these acts and omissions of the defendants (and their
10 management, administration, designers, planners, engineers, maintenance personnel, inspectors
11 and/or other employees, staff, agents or contractors, acting within the course and scope of their
12 duties) proximately caused the plaintiffs' injuries/damages.

13 83. Further, these dangerous conditions were directly attributable wholly or in substantial
14 part to a negligent or wrongful act of these employees of the defendants and these employees had the
15 authority and the funds and other means immediately available to take alternative action which would
16 not have created the dangerous condition; and/or these employees had the authority and it was
17 his/her/their responsibility to take adequate measures to protect against the dangerous condition at the
18 expense of the public entity and the funds and other means for doing so were immediately available
19 to him/her/them, and he/she/they had actual or constructive notice of the dangerous condition a
20 sufficient time prior to the injury to have taken measures to protect against the dangerous condition.

21 84. Further, signs, warnings or other devices were necessary to warn of these dangerous
22 conditions which would not be reasonably apparent to, and would not have been anticipated by, a
23 person exercising due care. Further, defendants and their employees acting within the scope of their
24 employment undertook, gratuitously or for consideration, to avoid, remedy and/or abate these
25 dangerous conditions. These undertakings and promises were the kind that they recognized as
26 necessary for the protection of third persons.

27 85. These entities and their employees acting within the scope of their employment failed
28 to exercise reasonable care in the performance of these undertakings and promises, the failure to

1 exercise reasonable care resulted in physical harm to the third persons, and either (a) their
2 carelessness increased the risk of such harm, or (b) the undertaking or promises were to perform a
3 duty that the other owed to the third persons, or (c) the harm was suffered because either the other or
4 the third persons relied on the undertaking.

5 86. Plaintiffs are further informed and believe and thereon allege that the defendants had
6 actual and constructive notice of the aforementioned dangerous conditions within a sufficient period
7 of time prior to the incident to have taken measures to protect against the dangerous condition, but
8 that said defendants failed to do so. Plaintiffs are further informed and believes and thereon alleges
9 that defendants failed to reasonably perform remedial work, to the extent necessary and failed to warn
10 of the dangerous conditions set forth above. The aforementioned negligence of public employees,
11 dangerous condition of public property, failure to discharge mandatory duties, and failure to warn
12 were, jointly and severally, substantial factors in causing plaintiffs' harm.

13 87. Plaintiffs are further informed and believe and thereon allege that any arguable
14 immunities do not apply factually or legally, or, alternatively, that if any do apply that they have been
15 lost by the applicable governmental entities.

16 88. Plaintiffs also may have, and thus present, causes of action for spoliation of evidence in
17 violation of law and contract notwithstanding the Superior Court ruling in *Cedars Sinai v. Sup. Ct.*
18 Plaintiffs also have causes of action involving the negligent and/or intentional cover-up of the
19 accident by investigating personnel who are employees or agents of the defendants. It is believed
20 these individuals ignored the testimony of eyewitnesses and/or improperly discounted them to protect
21 defendants, and/or changed the scene post-accident. Plaintiffs also may have causes of action based
22 upon the failure to comply, or the failure to fully comply with requests for Public Records Act
23 requests, the full extent of which is unknown at this time.

24 89. Due to these acts and failures to act, and dangerous conditions, the defendants and their
25 employees are liable for plaintiffs' injuries under the *Government Code*, including but not limited to,
26 *Government Code* §§ 815, 815.2(a), 815.4, 815.6, 820(a), 830, 830.8, 835, 835.2(a), 835.2(b) and
27 840.2. In contrast, at said time and place, plaintiffs were acting with due caution, attention and care
28 and did not in any way contribute to or cause the collision and/or injuries as described hereinafter.

1 90. The accident occurred, in part, due to the neglect and intentional wrongdoing of the
2 defendants and each of them by and through their agents, servants, employees, contractors, joint
3 venturers and co-conspirators, and each of them and that the plaintiffs herein sustained damages
4 thereby. Plaintiffs are informed and believe and thereon allege that at all times relevant to this action,
5 and that the defendants and each of them set forth in the caption were, and still are, governmental
6 entities that jointly and severally operated police departments involved in the case, and/or owned,
7 managed, maintained, inspected, repaired, and constructed, the real property where the incident took
8 place as alleged herein, including Belmont Park, the Beach Blaster ride and surrounding areas. These
9 defendants and their agents, servants, employees and contractors, potentially negligently owned,
10 managed, maintained, inspected, repaired, maintained, and constructed, the accident scene, casting
11 defendants in liability pursuant to, inter alia, *Government Code* §§ 815.2, and 815.4, et seq.

12 91. The aforementioned accident scene was in a dangerous condition that created a
13 substantial risk of serious personal injury or death, which damages were in fact sustained by plaintiffs,
14 when the property was used in a manner that was reasonably foreseeable, casting defendants in liability
15 pursuant to *Government Code* § 835. Defendants, through their agents, servants, employees and/or
16 contractors, violated various statutes, laws, regulations and ordinances and otherwise failed to discharge
17 mandatory duties pertaining to the construction, supervision, owning, maintenance, inspection, and
18 repairing of the accident scene, casting the defendants in liability, pursuant to *Government Code* §
19 815.6. Among other things, plaintiffs allege that defendants, and each of them, were jointly and
20 severally charged with the ownership, operation, management, inspection, construction, maintenance
21 and repair of the accident scene, and were also charged with the inspection of the accident scene, but
22 that said defendants breached their applicable duty of care, as aforestated, and in such other respects as
23 will be revealed in discovery.

24 92. Upon information and belief, sufficient time passed from the moment the dangerous
25 condition was created such that defendants knew or should have known a dangerous condition was
26 created and such that it had sufficient time to have remedied or warned against the dangerous
27 condition. Potentially, notice was actually provided to defendants through prior accidents under
28 similar circumstances such that defendants had sufficient time to take action to remedy the dangerous

1 condition and activities. Defendants and/or its management, administration, designers, planners,
2 engineers, maintenance personnel, inspectors and/or other employees, staff, agents or contractors,
3 acting within the course and scope of their duties and/or employment negligently, unreasonably and
4 improperly owned, operated, designed, planned, engineered, maintained, inspected, repaired, failed to
5 repair, and controlled the roadway, thereby creating dangerous conditions and exposing drivers to
6 dangerous conditions. Defendants undertook to control the subject area, invited reliance on the
7 subject area and are liable as it created a dangerous condition in doing so. The dangerous condition
8 created a reasonably foreseeable risk of the kind of injuries/damages which were incurred, and (a)
9 were created by a negligent or wrongful act or omission of an employee of defendants and/or (b)
10 defendants had actual or constructive notice of the dangerous conditions for a sufficient time prior to
11 the injury to have taken measures to protect against the dangerous conditions. These dangerous
12 conditions and these acts and omissions of the defendants (and its management, administration,
13 designers, planners, engineers, maintenance personnel, inspectors and/or other employees, staff,
14 agents or contractors, acting within the course and scope of their duties) proximately caused the
15 plaintiff's injuries/damages. Further, these dangerous conditions were directly attributable wholly or
16 in substantial part to a negligent or wrongful act of these employees of the defendants and these
17 employees had the authority and the funds and other means immediately available to take alternative
18 action which would not have created the dangerous condition; and/or these employees had the
19 authority and it was his/her/their responsibility to take adequate measures to protect against the
20 dangerous condition at the expense of the public entity and the funds and other means for doing so
21 were immediately available to him/her/them, and he/she/they had actual or constructive notice of the
22 dangerous condition a sufficient time prior to the injury to have taken measures to protect against the
23 dangerous condition. Further, signs, warnings or other devices were necessary to warn of these
24 dangerous conditions which would not be reasonably apparent to, and would not have been
25 anticipated by, a person exercising due care. Further, defendants and its employees acting within the
26 scope of their employment undertook, gratuitously or for consideration, to avoid, remedy and/or abate
27 these dangerous conditions. These undertakings and promises were the kind that they recognized as
28 necessary for the protection of third persons. These entities and their employees acting within the

1 scope of their employment failed to exercise reasonable care in the performance of these undertakings
2 and promises, the failure to exercise reasonable care resulted in physical harm to the third persons,
3 and either (a) their carelessness increased the risk of such harm, or (b) the undertaking or promises
4 were to perform a duty that the other owed to the third persons, or (c) the harm was suffered because
5 either the other or the third persons relied on the undertaking. Plaintiffs are further informed and
6 believe and thereon allege that the defendants had actual and constructive notice of the
7 aforementioned dangerous conditions within a sufficient period of time prior to the incident to have
8 taken measures to protect against the dangerous condition, but that said defendants failed to do so.
9 Plaintiffs are further informed and believe and thereon allege that defendants failed to reasonably
10 perform remedial work, to the extent necessary and failed to warn of the dangerous conditions set
11 forth above. The aforementioned negligence of public employees, dangerous condition of public
12 property, failure to discharge mandatory duties, and failure to warn were, jointly and severally,
13 substantial factors in causing plaintiff's harm. Plaintiffs are further informed and believe and thereon
14 allege that any arguable immunities do not apply factually or legally, or, alternatively, that if any do
15 apply that they have been lost by the applicable governmental entities.

16 93. Plaintiffs also may have, and thus presents, causes of action for spoliation of evidence
17 in violation of law and contract notwithstanding the Superior Court ruling in *Cedars Sinai v. Sup. Ct.*
18 Plaintiffs also have causes of action involving the negligent and/or intentional cover-up of the
19 accident by investigating personnel who are employees or agents of the defendants and each of them.
20 It is believed these individuals ignored the testimony of eyewitnesses and/or improperly discounted
21 them to protect defendants, and/or changed the scene post-accident. Plaintiffs also may have causes
22 of action based upon the failure to comply, or the failure to fully comply with requests for public
23 records act requests, the full extent of which is unknown at this time.

24 94. Due to these acts and failures to act, and dangerous conditions, the defendants and their
25 employees are liable for plaintiffs' injuries under the *Government Code*, including, but not limited to,
26 *Government Code* §§ 815, 815.2(a), 815.4, 815.6, 820(a), 830, 830.8, 835, 835.2(a), 835.2(b), 840.2
27 and 910, et seq.

28 95. In contrast, at said time and place, plaintiff was acting with due caution, attention and

1 care and did not in any way contribute to or cause the accident and/or injuries as described
2 hereinafter. Plaintiff's injuries and damages were a proximate result of the wrongdoing of the
3 defendants and each of them and was not in any way or manner the result of wrongdoing on said
4 plaintiff's part, nor any comparative fault on said plaintiff's part, nor any assumption of risk on said
5 plaintiff's part.

6 96. That as a proximate result of various acts and omissions on the part of the defendants
7 and each of them, plaintiff was damaged, and seriously injured, sustaining, among other things,
8 physical, emotional and psychological injuries, which are permanent and continuing in nature and
9 duration, medical bills (past and future), loss of earnings (past and future), and loss of enjoyment of
10 life, and upon information and belief, and will continue to do so in to the future, as well as other
11 injuries and damages according to proof, and is thus entitled to compensatory damages from defendants
12 and each of them according to proof.

13 97. By reason of the foregoing, plaintiff has been damaged in sums which exceed the
14 jurisdictional limits of all lower courts which would otherwise have jurisdiction, which amounts will be
15 shown according to proof at time of trial.

16 THIRD CAUSE OF ACTION

17 BY PLAINTIFF JENELLE PUGAL SORENSEN

18 AS AGAINST

19 DEFENDANTS

20 SYMPHONY ASSET POOL, SYMPHONY ASSET POOL XIV, LLC, PACIFICA ENTERPRISES,
21 LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT,
22 LLC, BELMONT PARK, BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK
23 LLC, SAN DIEGO COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE
24 BV, KMG RIDES, AMUSEMENTS OF AMERICA, CHANCE RIDES,

25 and DOES 21-250 INCLUSIVE

26 FOR PRODUCTS LIABILITY - NEGLIGENCE

27 98. Plaintiff repeats, reiterates, and re-alleges each and every fact and/or allegation set forth
28 in the prior paragraphs of this complaint with the same force and effect as though more fully set forth at

length herein.

99. Upon information and belief, at all times hereinafter mentioned, in the regular and ordinary course of business, defendants, and each of them, manufactured, sold, designed, assembled, inspected, marketed, supplied, repaired, and distributed the aforementioned ride, and/or their component parts and other products involved in the accident (hereinafter collectively "the products") and entered the same into the stream of commerce, in the ordinary course of business, with the expectation that it would be sold to and/or used by consumers in the United States, and California in particular, without any change in manufacture and/or design. Upon information and belief, the products and their component parts contained a number of defects including, but not limited to, one or more of the defects as set forth above and as discovery may reveal.

100. Upon information and belief, it is further alleged (1) that each defendant manufactured, designed, supplied, installed, inspected, rented, distributed, and/or sold products and their respective component parts; (2) that each defendant was negligent in the manufacture, design, supplying, installation, inspection, renting, distribution, and/or selling of the products and their respective component parts; (3) that plaintiffs were harmed; and (4) that each defendant's negligence was a substantial factor in causing plaintiffs' harm. Among other things, upon information and belief, defendants, and each of them, failed to use the amount of care in designing, manufacturing, inspecting, installing, and/or retailing the products and their respective component parts, that a reasonably careful designer, manufacturer, supplier, installer, distributor, and/or retailer would use in similar circumstances to avoid exposing others to a foreseeable risk of harm. If any defendants balanced in any manner the likelihood and severity of harm from the product, based upon what a defendant knew or should have known against any cost or burden of taking safety measures to reduce or avoid the harm, the defendants failed to use reasonable care in such a process and wantonly, maliciously, and intentionally chose profits over safety.

101. Without limiting the generality of the foregoing, defendants, and each of them, manufactured, constructed, assembled, marketed, designed, delivered, distributed, built, packaged, and/or inspected, various products, including subcomponent parts thereof, as well as systems therein and as such, said defendants and each of them were charged with, among other things, a duty to

1 exercise due and reasonable care in, among other things, the manufacture, construction, assembly,
2 design, delivery, marketing, distribution, building, packaging, and/or inspection of the products.
3 Nevertheless, defendants caused and allowed the products to contain various defects and, as such, the
4 defendants and each of them breached their respective duties of reasonable care, and were careless,
5 reckless, and/or negligent in causing and allowing the products to enter the stream of commerce and be
6 sold and were further careless, reckless, and/or negligent in causing and allowing the products to
7 persons, which contained various dangers and defects, including, but not limited to, the defects set forth
8 above, of which defendants, and each of them, were well aware and all of which defendants, and each
9 of them, failed to remedy and which exposed plaintiff to an unreasonable risk of harm and injury.

10 102. Defendants, and each of them, had both actual and/or constructive notice of the dangers
11 with their products and their respective component parts, a sufficient period of time prior to the
12 happening of the incident mentioned hereinbefore, such that defendants should have remedied the same
13 in a proper timely fashion, but that defendants did not do so, and that defendants, and each of them,
14 acted wrongfully by, among other things, one or more of the following: failing to properly design,
15 construct, assemble, manufacture, market, and/or inspect products; by failing to properly install,
16 maintain, and/or retail products; negligently selecting, retaining, and/or supervising component part
17 manufacturers; and that defendants were otherwise careless and negligent and/or failed to warn of
18 dangerous defects in the products.

19 103. In contrast, at said time and place, plaintiff was with due caution, attention and care and
20 did not in any way contribute to or cause the accident and/or injuries as described hereinafter.
21 Plaintiff's injuries and damages were a proximate result of the wrongdoing of the defendants and each
22 of them and was not in any way or manner the result of wrongdoing on said plaintiff's part, nor any
23 comparative fault on said plaintiff's part, nor any assumption of risk on said plaintiff's part.

24 104. That as a proximate result of various acts and omissions on the part of the defendants
25 and each of them, plaintiff was damaged, and seriously injured, sustaining, among other things,
26 physical, emotional and psychological injuries, which are permanent and continuing in nature and
27 duration, medical bills (past and future), loss of earnings (past and future), and loss of enjoyment of
28 life, and upon information and belief, and will continue to do so in to the future, as well as other

1 injuries and damages according to proof, and is thus entitled to compensatory damages from defendants
2 and each of them according to proof.

3 105. By reason of the foregoing, plaintiff has been damaged in sums which exceed the
4 jurisdictional limits of all lower courts which would otherwise have jurisdiction, which amounts will be
5 shown according to proof at time of trial.

6 FOURTH CAUSE OF ACTION

7 BY PLAINTIFF JENELLE PUGAL SORENSEN

8 AS AGAINST

9 DEFENDANTS

10 SYMPHONY ASSET POOL, SYMPHONY ASSET POOL XIV, LLC, PACIFICA ENTERPRISES,
11 LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT,
12 LLC, BELMONT PARK, BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK
13 LLC, SAN DIEGO COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE
14 BV, KMG RIDES, AMUSEMENTS OF AMERICA, CHANCE RIDES,

15 and DOES 21-250 INCLUSIVE

16 FOR PRODUCTS LIABILITY - FAILURE TO WARN

17 106. Plaintiff repeats, reiterates, and re-alleges each and every fact and/or allegation set forth
18 in the prior paragraphs of this complaint with the same force and effect as though more fully set forth at
19 length herein.

20 107. Plaintiff is informed and believes and thereon alleges: (1) that each defendant
21 manufactured, designed, distributed, and/or sold products, and their respective component parts; (2)
22 that the products had potential risks, side effects, and/or reactions to stimuli that were known or
23 knowable to defendants by the use of scientific knowledge available at the time of the product's
24 manufacture, design, distribution, and/or sale; (3) that the potential risk, side effects, and/or reactions
25 presented a substantial danger to users of the products including, but not limited to, the products and
26 their respective component parts; (4) that ordinary consumers would not have recognized the potential
27 risks, side effects, and/or reactions; (5) that defendants failed to adequately warn or instruct of the
28 potential risks, side effects, and/or reactions; (6) that the products were used in a way that was

1 reasonably foreseeable to defendants; (7) that plaintiff were harmed; and (8) that lack of sufficient
2 instructions and/or warnings were substantial factors in causing plaintiff's harm.

3 108. In contrast, at said time and place, plaintiff was acting with due caution, attention and
4 care and did not in any way contribute to or cause the accident and/or injuries as described hereinafter.
5 Plaintiff's injuries and damages were a proximate result of the wrongdoing of the defendants and each
6 of them and was not in any way or manner the result of wrongdoing on said plaintiff's part, nor any
7 comparative fault on said plaintiff's part, nor any assumption of risk on said plaintiff's part.

8 109. That as a proximate result of various acts and omissions on the part of the defendants
9 and each of them, plaintiff was damaged, and seriously injured, sustaining, among other things,
10 physical, emotional and psychological injuries, which are permanent and continuing in nature and
11 duration, medical bills (past and future), loss of earnings (past and future), and loss of enjoyment of
12 life, and upon information and belief, and will continue to do so in to the future, as well as other
13 injuries and damages according to proof, and is thus entitled to compensatory damages from defendants
14 and each of them according to proof.

15 110. By reason of the foregoing, plaintiff has been damaged in sums which exceed the
16 jurisdictional limits of all lower courts which would otherwise have jurisdiction, which amounts will be
17 shown according to proof at time of trial.

FIFTH CAUSE OF ACTION
BY PLAINTIFF JENELLE PUGAL SORENSEN
AS AGAINST
DEFENDANTS

SYMPHONY ASSET POOL, SYMPHONY ASSET POOL XIV, LLC, PACIFICA ENTERPRISES,
LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT,
LLC, BELMONT PARK, BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK
LLC, SAN DIEGO COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE
BV, KMG RIDES, AMUSEMENTS OF AMERICA, CHANCE RIDES,

and DOES 21-250 INCLUSIVE
FOR PRODUCTS LIABILITY - STRICT LIABILITY

111. Plaintiff repeats, reiterates, and re-alleges each and every fact and/or allegation set forth in the prior paragraphs of this complaint with the same force and effect as though more fully set forth at length herein.

112. Plaintiff is informed and believe and thereon allege: (1) that defendants, and each of them, manufactured, distributed, designed, and/or sold products and their respective component parts; (2) that the products and their respective component parts contained a manufacturing and/or design defect, or both, when it left defendants' possession; (3) that plaintiff was harmed; and (4) that the products' defective design, manufacture, or both, was/were (a) substantial factor(s) in causing plaintiff's harm.

113. Among other things, plaintiff alleges that the design of the products including, but not limited to, the products and their respective component parts were defective because the products and their respective component parts did not perform as safely as an ordinary consumer would have expected them to perform.

114. Plaintiff is further informed and believes and thereon alleges that the risks of the design of the products, and their respective component parts, as designed, far outweighed any benefits of the products' design, given, among other things, (a) the gravity of the potential harm resulting from the use of the product; (b) the likelihood that this harm would occur; (c) the feasibility of an alternative safer

1 design at the time of manufacture; (d) the cost of an alternative design; (e) the disadvantages of an
2 alternative design; and (f) other relevant factor(s) and considerations.

3 115. In contrast, at said time and place, plaintiff was acting with due caution, attention and
4 care and did not in any way contribute to or cause the accident and/or injuries as described hereinafter.
5 Plaintiff's injuries and damages were a proximate result of the wrongdoing of the defendants and each
6 of them and was not in any way or manner the result of wrongdoing on said plaintiff's part, nor any
7 comparative fault on said plaintiff's part, nor any assumption of risk on said plaintiff's part.

8 116. That as a proximate result of various acts and omissions on the part of the defendants
9 and each of them, plaintiff was damaged, and seriously injured, sustaining, among other things,
10 physical, emotional and psychological injuries, which are permanent and continuing in nature and
11 duration, medical bills (past and future), loss of earnings (past and future), and loss of enjoyment of
12 life, and upon information and belief, and will continue to do so in to the future, as well as other
13 injuries and damages according to proof, and is thus entitled to compensatory damages from defendants
14 and each of them according to proof.

15 117. By reason of the foregoing, plaintiff has been damaged in sums which exceed the
16 jurisdictional limits of all lower courts which would otherwise have jurisdiction, which amounts will be
17 shown according to proof at time of trial.

1 SIXTH CAUSE OF ACTION

2 BY PLAINTIFF JENELLE PUGAL SORENSEN

3 AS AGAINST

4 DEFENDANTS

5 SYMPHONY ASSET POOL, SYMPHONY ASSET POOL XIV, LLC, PACIFICA ENTERPRISES,
6 LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT,
7 LLC, BELMONT PARK, BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK
8 LLC, SAN DIEGO COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE
9 BV, KMG RIDES, AMUSEMENTS OF AMERICA, CHANCE RIDES,

10 and DOES 21-250 INCLUSIVE

11 FOR PRODUCTS LIABILITY - BREACH OF WARRANTIES

12 118. Plaintiff repeats, reiterates, and re-alleges each and every fact and/or allegation set forth
13 in the prior paragraphs of this complaint with the same force and effect as though more fully set forth at
14 length herein.

15 119. Plaintiff is informed and believes and thereon alleges that defendants: (1) made a
16 statement of fact, and/or a promise to, which was received by plaintiff that the products were safe and
17 fit for use; (2) that the products include its/their component parts; (3) that the defendants
18 gave/sold/supplied to plaintiff a sample or model of the product and its component parts; (4) that the
19 products and its component parts did not perform as stated/promised and/or did not meet the quality of
20 the description/sample/model provided to plaintiff; (5) that, by this lawsuit, plaintiff has taken
21 reasonable steps to notify defendants within a reasonable time that the products including, but not
22 limited to, the product and its component parts were not as represented, whether or not defendants
23 received such notice; (6) that plaintiff was harmed; and (7) that the failure of the products including,
24 but not limited to, the product and its component parts to be as represented was a substantial factor in
25 causing plaintiff's harm and/or that (1) that plaintiff bought the products including, but not limited to,
26 the product and its component parts from defendants; (2) that, at the time of purchase, defendants were
27 in the business of selling these products including, but not limited to, the product and its component
28 parts as defendants' occupation and/or held himself, herself and/or itself out as having special

1 knowledge or skill regarding these products including, but not limited to, the product and its component
2 parts; (3) that the products including, but not limited to, the product and its component parts had one or
3 more of the following characteristics: (a) was not of the same quality as those generally acceptable in
4 the trade; (b) was not fit for the ordinary purposes for which such goods are used; (c) did not conform
5 to the quality established by the parties' prior dealings or by usage of trade; and/or (d) was in violation
6 of one or more other standards and other grounds as set forth in *Commercial Code* section 2314(2)
7 which states that in order to be merchantable goods must (i) pass without objection in the trade under
8 the contract description; (ii) in the case of fungible goods, are of fair average quality within the
9 description; (iii) are fit for the ordinary purposes for which such goods are used; (iv) run, within the
10 variations permitted by the agreement, of even kind, quality and quantity within each unit and among
11 all units involved; (v) are adequately contained, packaged, and labeled as the agreement may require;
12 and (vi) conform to the promises or affirmations of fact made on the container or label if any; (4) that
13 plaintiff took reasonable steps (i.e. via this lawsuit) to notify defendants within a reasonable time that
14 the product including, but not limited to, the product and its component parts did not have the expected
15 quality; (5) that plaintiff was harmed; and (6) that the failure of the products including, but not limited
16 to, the product and its component parts to have the expected quality was a substantial factor in causing
17 plaintiff's harm.

18 120. In contrast, at said time and place, plaintiff was acting with due caution, attention and
19 care and did not in any way contribute to or cause the collision and/or injuries as described hereinafter.
20 Plaintiff's injuries and damages were a proximate result of the wrongdoing of the defendants and each
21 of them and was not in any way or manner the result of wrongdoing on said plaintiff's part, nor any
22 comparative fault on said plaintiff's part, nor any assumption of risk on said plaintiff's part.

23 121. That as a proximate result of various acts and omissions on the part of the defendants
24 and each of them, plaintiff was damaged, and seriously injured, sustaining, among other things,
25 physical, emotional and psychological injuries, which are permanent and continuing in nature and
26 duration, medical bills (past and future), loss of earnings (past and future), and loss of enjoyment of
27 life, and upon information and belief, and will continue to do so in to the future, as well as other
28 injuries and damages according to proof, and is thus entitled to compensatory damages from defendants

1 and each of them according to proof.

2 122. By reason of the foregoing, plaintiff has been damaged in sums which exceed the
3 jurisdictional limits of all lower courts which would otherwise have jurisdiction, which amounts will be
4 shown according to proof at time of trial.

5 SEVENTH CAUSE OF ACTION

6 BY PLAINTIFF JENELLE PUGAL SORENSEN

7 AS AGAINST

8 DEFENDANTS

9 SYMPHONY ASSET POOL, SYMPHONY ASSET POOL XIV, LLC, PACIFICA ENTERPRISES,
10 LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT,
11 LLC, BELMONT PARK, BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK
12 LLC, SAN DIEGO COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE
13 BV, KMG RIDES, AMUSEMENTS OF AMERICA, CHANCE RIDES,

14 and DOES 21-250 INCLUSIVE

15 FOR PRODUCTS LIABILITY - MISREPRESENTATION/CONCEALMENT

16 123. Plaintiff repeats, reiterates, and re-alleges each and every fact and/or allegation set forth
17 in the prior paragraphs of this complaint with the same force and effect as though more fully set forth at
18 length herein.

19 124. Plaintiff is informed and believes and thereon alleges that: (1) defendants represented
20 expressly and/or impliedly to plaintiff that an important fact was true; (2) that defendants'
21 representation was false; (3) that defendants knew that the representation was false when defendants
22 made it or that defendants made the representation recklessly and without regard for its truth and had no
23 reasonable grounds for believing the representation to be true when made; (4) that defendants intended
24 that plaintiff rely on the representation; (5) that plaintiff reasonably relied on defendants'
25 representation; (6) that plaintiff was harmed; and (7) that plaintiff's reliance on defendants'
26 representations was a substantial factor in causing plaintiff's harm.

27 125. Moreover, plaintiff is informed and believes and thereon alleges that: (1) the relationship
28 between plaintiff and defendants was such that a duty to disclose material facts and information existed

1 pursuant to which defendants were obligated to disclose material facts to plaintiff; (2) that defendants
2 intentionally failed to disclose an important fact to plaintiff; (3) that defendants intentionally failed to
3 disclose an important fact that was known only to defendants and not plaintiff and which plaintiff could
4 not have discovered and/or that defendants actively concealed an important fact from plaintiff and/or
5 prevented plaintiff from discovering that fact; (4) that plaintiff did not know of the concealed fact; (5)
6 that defendants intended to deceive plaintiff by concealing the fact; (6) that plaintiff reasonably relied
7 on defendants' deception; (7) that plaintiff was harmed; and (8) that defendants' concealment was a
8 substantial factor in causing plaintiff's harm.

9 126. Without limiting the generality of the foregoing paragraphs, plaintiff is informed and
10 believes that the defects contained within the products and their component parts were known to
11 defendants and each of them, including the potential for catastrophic injury, that these facts were
12 material, that defendants had a duty to disclose the same, but instead that defendants actively concealed
13 the same, and otherwise marketed their product as safe for its intended use, and that plaintiff reasonably
14 and actually relied thereon in purchasing and using the product and its component parts to plaintiff's
15 detriment, suffering severe injuries and damages. In so doing, the defendants acted intentionally, with
16 malice, and with conscious disregard for the rights, safety and wellbeing of others, most particularly the
17 plaintiff.

18 127. In contrast, at said time and place, plaintiff was acting with due caution, attention and
19 care and did not in any way contribute to or cause the accident and/or injuries as described hereinafter.
20 Plaintiff's injuries and damages were a proximate result of the wrongdoing of the defendants and each
21 of them and was not in any way or manner the result of wrongdoing on said plaintiff's part, nor any
22 comparative fault on said plaintiff's part, nor any assumption of risk on said plaintiff's part.

23 128. That as a proximate result of various acts and omissions on the part of the defendants
24 and each of them, plaintiff was damaged, and seriously injured, sustaining, among other things,
25 physical, emotional and psychological injuries, which are permanent and continuing in nature and
26 duration, medical bills (past and future), loss of earnings (past and future), and loss of enjoyment of
27 life, and upon information and belief, and will continue to do so in to the future, as well as other
28 injuries and damages according to proof, and is thus entitled to compensatory damages from defendants

1 and each of them according to proof.

2 129. By reason of the foregoing, plaintiff has been damaged in sums which exceed the
3 jurisdictional limits of all lower courts which would otherwise have jurisdiction, which amounts will be
4 shown according to proof at time of trial.

5 EIGHTH CAUSE OF ACTION

6 BY PLAINTIFF

7 NICHOLAS BRADFORD SORENSEN

8 AS AGAINST

9 DEFENDANTS

10 SYMPHONY ASSET POOL, SYMPHONY ASSET POOL XIV, LLC, PACIFICA ENTERPRISES,
11 LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT,
12 LLC, BELMONT PARK, BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK
13 LLC, SAN DIEGO COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE
14 BV, KMG RIDES, AMUSEMENTS OF AMERICA, CHANCE RIDES, CITY OF SAN DIEGO,

15 COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA including but not limited to

16 CALIFORNIA COASTAL COMMISSION

17 and DOES 1-250 INCLUSIVE

18 FOR LOSS OF CONSORTIUM

19 130. Plaintiff NICHOLAS BRADFORD SORENSEN incorporates each and every allegation
20 set forth in the prior paragraphs with the same force and effect as though more fully set forth at length
21 herein.

22 131. Plaintiff NICHOLAS BRADFORD SORENSEN is, and at all times relevant herein was,
23 the lawful spouse of plaintiff JENELLE PUGAL SORENSEN.

24 132. As a direct and proximate result of the acts and/or omissions of defendants which give
25 rise to JENELLE PUGAL SORENSEN's claims as alleged herein, plaintiff NICHOLAS BRADFORD
26 SORENSEN was caused and continues to be caused to suffer one or more of the following: loss of
27 support, services, love, companionship, affection, society, sexual relations, and/or solace, from his
28 lawful spouse, and further that plaintiff JENELLE PUGAL SORENSEN must either perform, or pay to

1 have performed, nursing and other chores for his lawful spouse, to said plaintiff's detriment, and that
2 said plaintiff has incurred medical bills for his lawful spouse, to said plaintiff's detriment, and will
3 incur the foregoing in the future, to said plaintiff's detriment.

4 133. By reason of the foregoing, plaintiff NICHOLAS BRADFORD SORENSEN has been
5 damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise
6 have jurisdiction, which will be shown according to proof at time of trial.

7 NINTH CAUSE OF ACTION

8 BY PLAINTIFFS

9 NICHOLAS BRADFORD SORENSEN

10 and WILLIAM "LIAM" SORENSEN

11 AS AGAINST

12 SYMPHONY ASSET POOL, SYMPHONY ASSET POOL XIV, LLC, PACIFICA ENTERPRISES,
13 LLC, PACIFICA ENTERPRISES INVESTMENTS, LLC, BELMONT PARK ENTERTAINMENT,
14 LLC, BELMONT PARK, BELMONT PARK ASSOCIATES, WAVEHOUSE BELMONT PARK
15 LLC, SAN DIEGO COASTER COMPANY, PEI FUND I SPONSOR, LLC, KMG, KMG EUROPE
16 BV, KMG RIDES, AMUSEMENTS OF AMERICA, CHANCE RIDES, CITY OF SAN DIEGO,
17 COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA including but not limited to

18 CALIFORNIA COASTAL COMMISSION

19 and DOES 1-250 INCLUSIVE

20 FOR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (BYSTANDER)

21 134. Plaintiffs NICHOLAS BRADFORD SORENSEN and WILLIAM "LIAM" SORENSEN
22 incorporate each and every allegation set forth in the prior paragraphs with the same force and effect as
23 though more fully set forth at length herein.

24 135. The defendants and each of them negligently caused injury to plaintiffs NICHOLAS
25 BRADFORD SORENSEN and WILLIAM "LIAM" SORENSEN; that plaintiffs NICHOLAS
26 BRADFORD SORENSEN and WILLIAM "LIAM" SORENSEN were present during the injury
27 causing events and were then and there aware of the incident causing the injuries, and thereby suffered
28 severe emotional distress, including suffering, anguish, fright, horror, nervousness, grief, anxiety,

1 worry, shock, humiliation, and/or shame.

2 136. Plaintiffs NICHOLAS BRADFORD SORENSEN and WILLIAM "LIAM"
3 SORENSEN's injuries and damages were due to the wrongdoing of the defendants and each of them
4 and were not in any way or manner the result of wrongdoing on plaintiffs' part, nor any comparative
5 fault on plaintiffs' part, nor any assumption of risk on plaintiffs' part.

6 137. By reason of the foregoing, plaintiffs NICHOLAS BRADFORD SORENSEN and
7 WILLIAM "LIAM" SORENSEN has been damaged in a sum which exceeds the jurisdictional limits of
8 all lower courts which would otherwise have jurisdiction, which will be shown according to proof at
9 time of trial.

10 iv.

11 PRAYER FOR RELIEF

12 WHEREFORE, plaintiffs pray for judgment as against each and every defendant, jointly and
13 severally, on each and every cause of action, according to proof, as follows:

- 14 1. General "non-economic" damages, including pain, suffering, and loss of enjoyment of
15 life, according to proof;
- 16 2. Special "economic" damages, including medical bills, past and future, loss of earnings,
17 past and future, loss of earnings capacity, property damage, rental, towing, storage and
18 loss of use, according to proof;
- 19 3. Costs of suit, interest, and attorney's fees if applicable, according to proof;
- 20 4. A determination of rights, responsibilities, or lack thereof; and
- 21 5. Such other and further relief as the court deems proper.

22 Dated: 7-29-22

LAW OFFICES OF OTTO L. HASELHOFF, P.C.

23 
24 OTTO L. HASELHOFF

Attorney(s) for Plaintiff(s)

25 JENELLE PUGAL SORENSEN,
26 NICHOLAS BRADFORD SORENSEN,
27 and WILLIAM "LIAM" SORENSEN
28

1 DEMAND FOR JURY TRIAL

2 Plaintiffs hereby demand a trial by jury as to all issues and causes of action so triable.

3 Dated: 7-25-22

LAW OFFICES OF OTTO L. HASELHOFF, P.C.

4 

5 OTTO L. HASELHOFF

6 Attorney(s) for Plaintiff(s)

7 JENELLE PUGAL SORENSEN,
8 NICHOLAS BRADFORD SORENSEN,
9 and WILLIAM "LIAM" SORENSEN