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Attorney(s) for Plaintiff(s)
JAIME VALENZUELA and TAMMY MARTINEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JAIME VALENZUELA, individually, and as
successor in interest to IRVING VALENZUELA,
deceased; and TAMMY MARTINEZ, individually,
and as successor in interest to IRVING
VALENZUELA, deceased;

Plaintiff(s),

vs.

Case No. 19STCV10467

**FIRST AMENDED COMPLAINT FOR
WRONGFUL DEATH, SURVIVAL,
PROPERTY DAMAGE AND RELATED
CLAIMS; DEMAND FOR JURY TRIAL**

[Filed with Declarations of Plaintiffs]

MARTIN ANDALUZ ABARCA, an individual;
ERICK'S TRANSPORTATION, INC., a corporation;
HUMBERTO MAZARIEGOS, an individual;
VALERIA GERSCH, individually and as Trustee of
the Gersch Family Trust, Joseph L. Gersch Family
Revocable Trust, Joseph L. Gersch Sole and Separate
Property Trust, and Gersch Marital Trust; JOSEPH L.
GERSCH, individually and as Trustee of the Gersch
Family Trust, Joseph L. Gersch Family Revocable
Trust, Joseph K. Gersch Sole and Separate Property
Trust, and Gersch Marital Trust; U-HAUL, a business
entity, form unknown; NAJIB ABDELRAHMAN, an
individual; ACCESS STORAGE, a business entity,
form unknown; H-MART, a business entity, form
unknown; CH ROBINSON TRANSPORTATION
COMPANY, INC., a corporation; CH ROBINSON
COMPANY, INC., a corporation; CH ROBINSON, a
business entity, form unknown; CH ROBINSON
WORLDWIDE, a business entity, form unknown;
C.H. ROBINSON COMPANY, a business entity,

1. Negligence/Reckless Conduct;
2. Products Liability-Negligence;
3. Products Liability-Failure to Warn;
4. Products Liability-Strict Liability;
5. Products Liability-Breach of
Warranties;
6. Products Liability-Misrepresentation
& Concealment;
7. Survival Action;
8. Declaratory Relief

[UNLIMITED CIVIL CASE]

1 form unknown; C.H. ROBINSON OPERATING)
2 COMPANY LLC, a limited liability company; C.H.)
3 ROBINSON RECEIVABLES, LLC, a limited)
4 liability company; C.H. ROBINSON)
5 TRANSPORTATION COMPANY, INC., a)
6 corporation; C.H. ROBINSON WORLDWIDE, INC.,)
7 a corporation; C.H. ROBINSON COMPANY INC., a)
8 corporation; C.H. ROBINSON INTERNATIONAL,)
9 INC., a corporation; C.H. ROBINSON PROJECT)
10 LOGISTICS, INC., a corporation; C.H. ROBINSON)
11 FREIGHT SERVICES, LTD., a business entity, form)
12 unknown; C.H. ROBINSON CARRIER SERVICES,)
13 a business entity, form unknown; ROBINSON)
14 FRESH, a business entity, form unknown;)
15 ROBINSON FRESH LA SERVICE CENTER, a)
16 business entity, form unknown; ROBINSON FRESH)
17 WEST, INC., a corporation; CHELEAN FRUIT, a)
18 business entity, form unknown; CHILEAN FRESH)
19 MARKETING, a business entity, form unknown;)
20 CHELAN FRESH MARKETING, a business entity,)
21 form unknown; CHELAN FRUIT BEEBE, a business)
22 entity, form unknown; COLUMBIA REACH, a)
23 business entity, form unknown; COLUMBIA)
24 REACH PACK, a business entity, form unknown;)
25 TROUT-BLUE CHELAN-MAGI, INC., a)
26 corporation; ONETA TRADING CORPORATION, a)
27 corporation; FOODSOURCE, INC., a corporation;)
28 UTILITY TRAILER, a business entity, form)
unknown; UTILITY TRAILER MANUFACTURING)
COMPANY, a business entity, form unknown;)
UTILITY TRAILER SALES OF UTAH, INC., a)
corporation; KALMAR TERMINAL TRACTORS)
OF UTAH, a business entity, form unknown;)
UTILITY TRAILER SALES OF CENTRAL)
CALIFORNIA, a business entity, form unknown;)
AMERICAN HONDA MOTOR CO., INC., a)
corporation; HONDA R&D AMERICAS, INC., a)
corporation; HONDA NORTH AMERICA, INC., a)
corporation; HONDA OF AMERICA MFG., INC., a)
corporation; HONDA MOTOR CO., LTD., a)
business entity, form unknown; HONDA R&D CO.,)
LTD., a business entity, form unknown; STOCKTON)
HONDA, a business entity, form unknown; R&R)
AUTO GROUP, a business entity, form unknown;)
RANES AND RANES, a business entity, form)
unknown; and DOES 1-500 INCLUSIVE;

Defendant(s)

COMES NOW, plaintiffs who, by their attorneys, the LAW OFFICES OF OTTO L. HASELHOFF, P.C., complain of defendants, and each of them and allege, as follows:

i.

THE PARTIES

1. At all times hereinafter mentioned, plaintiff JAIME VALENZUELA is an individual and resident of the State of California.

2. At all times hereinafter mentioned, plaintiff TAMMY MARTINEZ is an individual and resident of the State of California.

3. Plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ were/are also relatives of the decedent IRVING VALENZUELA who died on or about July 10, 2017, in a motor vehicle accident that occurred in Riverside County.

4. Plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ, the father and mother of decedent, respectively, have standing to sue for the death of their son, IRVING VALENZUELA, pursuant to, inter. alia., *Code of Civil Procedure* Section 377.60, for said plaintiffs' loss of the decedent.

5. Plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ also sue as decedent's Successors in Interest for causes of action that survive the decedent's death. Attached to this complaint are declarations of plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ as required by law. Attached to each of the Plaintiffs' declarations filed together with this complaint, is a certified copy of the decedent's death certificate.

6. There are no other known heirs with standing to pursue claims for the death of IRVING VALENZUELA. However, this complaint is filed naming doe/fictitious defendants. As such, if any qualified person is found in the future to be an heir or otherwise having standing to pursue claims arising out of the death of the decedent IRVING VALENZUELA, then such persons may be added, once known, to this action via DOE amendment using DOES 451 to 500.

7. Defendant MARTIN ANDALUZ ABARCA is an individual doing substantial business in the State of California.

8. Defendant ERICK'S TRANSPORTATION, INC., is a corporation, and a business concern operating in, and doing substantial business in, the State of California.

9. Defendant HUMBERTO MAZARIEGOS is an individual doing substantial business in

1 the State of California.

2 10. Defendant VALERIA GERSCH is an individual and a resident of the State of
3 California. Defendant VALERIA GERSCH is also trustee of the Gersch Family Trust, Joseph L.
4 Gersch Family Revocable Trust, Joseph L. Gersch Sole and Separate Property Trust, and Gersch
5 Marital Trust.

6 11. Defendant JOSEPH L. GERSCH is an individual doing substantial business in the State
7 of California. Defendant JOSEPH L. GERSCH is also trustee of the Gersch Family Trust, Joseph L.
8 Gersch Family Revocable Trust, Joseph K. Gersch Sole and Separate Property Trust, and Gersch
9 Marital Trust.

10 12. Defendant U-HAUL is a business entity form unknown, and a business concern
11 operating in, and doing substantial business in, the State of California.

12 13. Defendant NAJIB ABDELRAHMAN is an individual doing substantial business in the
13 State of California.

14 14. Defendant ACCESS STORAGE is a business entity form unknown, and a business
15 concern operating in, and doing substantial business in, the State of California.

16 15. Defendant H-MART is a business entity form unknown, and a business concern
17 operating in, and doing substantial business in, the State of California.

18 16. Defendant CH ROBINSON TRANSPORTATION COMPANY, INC., is a corporation,
19 and a business concern operating in, and doing substantial business in, the State of California.

20 17. Defendant CH ROBINSON COMPANY, INC., is a corporation, and a business concern
21 operating in, and doing substantial business in, the State of California.

22 18. Defendant CH ROBINSON is a business entity form unknown, and a business concern
23 operating in, and doing substantial business in, the State of California.

24 19. Defendant CH ROBINSON WORLDWIDE is a business entity form unknown, and a
25 business concern operating in, and doing substantial business in, the State of California.

26 20. Defendant C.H. ROBINSON COMPANY is a business entity form unknown, and a
27 business concern operating in, and doing substantial business in, the State of California.

28 21. Defendant C.H. ROBINSON OPERATING COMPANY LLC is a limited liability

1 company, and a business concern operating in, and doing substantial business in, the State of
2 California.

3 22. Defendant C.H. ROBINSON RECEIVABLES, LLC is a limited liability company, and
4 a business concern operating in, and doing substantial business in, the State of California.

5 23. Defendant C.H. ROBINSON TRANSPORTATION COMPANY, INC., is a corporation,
6 and a business concern operating in, and doing substantial business in, the State of California.

7 24. Defendant C.H. ROBINSON WORLDWIDE, INC., is a corporation, and a business
8 concern operating in, and doing substantial business in, the State of California.

9 25. Defendant C.H. ROBINSON COMPANY, INC., is a corporation, and a business
10 concern operating in, and doing substantial business in, the State of California.

11 26. Defendant C.H. ROBINSON INTERNATIONAL, INC., is a corporation, and a business
12 concern operating in, and doing substantial business in, the State of California.

13 27. Defendant C.H. ROBINSON PROJECT LOGISTICS, INC., is a corporation, and a
14 business concern operating in, and doing substantial business in, the State of California.

15 28. Defendant C.H. ROBINSON FREIGHT SERVICES, LTD., is a business entity form
16 unknown, and a business concern operating in, and doing substantial business in, the State of
17 California.

18 29. Defendant C.H. ROBINSON CARRIER SERVICES is a business entity form unknown,
19 and a business concern operating in, and doing substantial business in, the State of California.

20 30. Defendant ROBINSON FRESH is a business entity form unknown, and a business
21 concern operating in, and doing substantial business in, the State of California.

22 31. Defendant ROBINSON FRESH LA SERVICE CENTER is a business entity form
23 unknown, and a business concern operating in, and doing substantial business in, the State of
24 California.

25 32. Defendant ROBINSON FRESH WEST, INC., is a corporation, and a business concern
26 operating in, and doing substantial business in, the State of California.

27 33. Defendant CHELEAN FRUIT is a business entity form unknown, and a business
28 concern operating in, and doing substantial business in, the State of California.

1 34. Defendant CHELEAN FRESH MARKETING is a business entity form unknown, and a
2 business concern operating in, and doing substantial business in, the State of California.

3 35. Defendant CHILEAN FRESH MARKETING is a business entity form unknown, and a
4 business concern operating in, and doing substantial business in, the State of California.

5 36. Defendant CHELAN FRUIT BEEBE is a business entity form unknown, and a business
6 concern operating in, and doing substantial business in, the State of California.

7 37. Defendant COLUMBIA REACH is a business entity form unknown, and a business
8 concern operating in, and doing substantial business in, the State of California.

9 38. Defendant COLUMBIA REACH PACK is a business entity form unknown, and a
10 business concern operating in, and doing substantial business in, the State of California.

11 39. Defendant TROUT-BLUE CHELAN-MAGI, INC., is a corporation, and a business
12 concern operating in, and doing substantial business in, the State of California.

13 40. Defendant ONETA TRADING CORPORATION, is a corporation and a business
14 concern operating in, and doing substantial business in, the State of California.

15 41. Defendant FOODSOURCE, INC., is a corporation, and a business concern operating in,
16 and doing substantial business in, the State of California.

17 42. Defendant UTILITY TRAILER is a business entity form unknown, and a business
18 concern operating in, and doing substantial business in, the State of California, with its principal place
19 of business located within the County of Los Angeles.

20 43. Defendant UTILITY TRAILER MANUFACTURING COMPANY is a business entity
21 form unknown, and a business concern operating in, and doing substantial business in, the State of
22 California, with its principal place of business located within the County of Los Angeles.

23 44. Defendant UTILITY TRAILER SALES OF UTAH, INC., is a corporation, and a
24 business concern operating in, and doing substantial business in, the State of California.

25 45. Defendant KALMAR TERMINAL TRACTORS OF UTAH is a business entity form
26 unknown, and a business concern operating in, and doing substantial business in, the State of
27 California.

28 46. Defendant UTILITY TRAILER SALES OF CENTRAL CALIFORNIA is a business

1 entity form unknown, and a business concern operating in, and doing substantial business in, the State
2 of California.

3 47. Defendant AMERICAN HONDA MOTOR CO., INC., is a corporation, and a business
4 concern operating in, and doing substantial business in, the State of California.

5 48. Defendant HONDA R&D AMERICAS, INC., is a corporation, and a business concern
6 operating in, and doing substantial business in, the State of California.

7 49. Defendant HONDA NORTH AMERICA, INC., is a corporation, and a business concern
8 operating in, and doing substantial business in, the State of California.

9 50. Defendant HONDA OF AMERICA MFG., INC., is a corporation, and a business
10 concern operating in, and doing substantial business in, the State of California.

11 51. Defendant HONDA MOTOR CO., LTD., is a business entity form unknown, and a
12 business concern operating in, and doing substantial business in, the State of California.

13 52. Defendant HONDA R&D CO., LTD., is a business entity form unknown, and a business
14 concern operating in, and doing substantial business in, the State of California.

15 53. Defendant STOCKTON HONDA is a business entity form unknown, and a business
16 concern operating in, and doing substantial business in, the State of California.

17 54. Defendant R&R AUTO GROUP is a business entity form unknown, and a business
18 concern operating in, and doing substantial business in, the State of California.

19 55. Defendant RANES AND RANES is a business entity form unknown, and a business
20 concern operating in, and doing substantial business in, the State of California.

21 56. The true names and/or capacities whether individual, corporate, associate or otherwise,
22 of defendants DOES 1-500 INCLUSIVE are unknown to plaintiffs who therefore sue said defendants
23 by such fictitious names. Said DOE defendants may include, but do not necessarily include,
24 individuals, businesses, corporations, partnerships, associations, joint ventures, trusts, L.P.s, LLCs,
25 LLPs, defendants that are governmental in nature, as well as product manufacturers, medical providers,
26 professionals, contractors, estates, administrators of estates, trusts and/or all other types of entities
27 and/or individuals, as discovery in this matter may reveal. Regardless, plaintiffs allege that each of the
28 defendants designated herein as a DOE is legally responsible in some manner for the events and

1 happenings herein referred to, and legally caused injury and damages proximately thereby to plaintiffs
2 as herein alleged. At least one DOE defendant is an individual defendant and resident of the State of
3 California, and County wherein this action is filed.

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

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

22 59. At all times hereinafter mentioned, defendants retained the ability to exercise, and in fact
23 exercised, substantial control, whether contractual, actual, implied or otherwise, over the means and
24 manner in which the remaining defendants conducted their business and at all times hereinafter
25 mentioned.

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

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

25 62. As to those defendants liable under theories of “successor liability and/or successor in
26 interest liability,” it is alleged that, as to those defendants, one or more of the following factors exists:
27 (1) there is a mere continuation on the part of defendants; (2) a common identity of directors, officer
28 and shareholders from predecessor corporations to successor corporations; (3) that assets were

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

18 ii.

19 ALLEGATIONS ATTRIBUTABLE TO ALL CAUSES OF ACTION

20 **A. Overview of the Collision & Factors Causing it.**

21 63. This case involves the tragic wrongful death of IRVING VALENZUELA, the son of
22 plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ, who are the natural father and mother,
23 respectively, of decedent IRVING VALENZUELA.

24 64. On or about July 9, 2017, at approximately 10:10 p.m., plaintiffs JAIME
25 VALENZUELA and TAMMY MARTINEZ's son, IRVING VALENZUELA, was involved in a motor
26 vehicle collision while was operating a 2011 Honda Accord motor vehicle at or about State Route 74,
27 about 224 feet west of Ethanac Road, in an unincorporated area of Riverside County, California.

28 65. The collision involved, among other things, a collision between the aforementioned

1 2011 Honda Accord and a left-turning, 2011 Freightliner Tractor with an attached 2012 Utility Trailer
2 on the aforementioned roadway.

3 66. Defendant MARTIN ANDALUZ ABARCA is believed to have been the driver of the
4 tractor trailer combination aforementioned and defendants ERICK'S TRANSPORTATION, INC.,
5 HUMBERTO MAZARIEGOS and/or one or more DOES 1-100 INCLUSIVE are believed to have
6 owned the tractor trailer combination MARTIN ANDALUZ ABARCA was operating with their
7 permission, who turned left on State Route 74, causing the accident.

8 67. Given the circumstances, the defendant driver MARTIN ANDALUZ ABARCA should
9 have refrained from turning left onto State Route 74, blocking the path of decedent IRVING
10 VALENZUELA, because by doing so, particularly at night, the truck blocked all lanes of travel on the
11 adjacent roadway, State Route 74, creating a hazard for oncoming traffic.

12 68. Just before the collision, defendant MARTIN ANDALUZ ABARCA was exiting a truck
13 yard/storage facility located along State Route 74. Defendant MARTIN ANDALUZ ABARCA was
14 operating the tractor trailer, he pulled it towards a gate opening out to State Route 74 that was supposed
15 to have a visible "No Left Turn" sign (placed in recognition of the danger with such a maneuver), but
16 that this sign was likely not visible since it was installed on a sliding gate that, when opened to permit
17 trucks and other vehicles to exit, slides the warning sign out of view to the left. The "No Left Turn"
18 sign was an important safety feature given the yard is/was principally used by trucks given their large
19 size and lack of maneuverability. As such, the danger of turning left, including the failure to warn of
20 that danger, was great. But no adequate warning was visible.

21 69. The truck yard/storage facility and signage were owned, managed, maintained, repaired,
22 installed, designed, and/or operated by defendants VALERIA GERSCH, individually and as Trustee of
23 the Gersch Family Trust, Joseph L. Gersch Family Revocable Trust, Joseph L. Gersch Sole and
24 Separate Property Trust, and Gersch Marital Trust, JOSEPH L. GERSCH, individually and as Trustee
25 of the Gersch Family Trust, Joseph L. Gersch Family Revocable Trust, Joseph K. Gersch Sole and
26 Separate Property Trust, and Gersch Marital Trust, U-HAUL, NAJIB ABDELRAHMAN, ACCESS
27 STORAGE, and DOES 101-200 INCLUSIVE.

28 70. In no small part the reason that defendant MARTIN ANDALUZ ABARCA was in a

1 rush on the day at issue was because he was acting as agent, servant, employee, partner, joint venture,
2 and/or in an association with other defendants in the produce delivery, sale and distribution, and
3 hauling produce subject to spoilage tends to rush and pressure drivers. These defendants include H-
4 MART, CH ROBINSON TRANSPORTATION COMPANY, INC., CH ROBINSON COMPANY,
5 INC., CH ROBINSON, CH ROBINSON WORLDWIDE, C.H. ROBINSON COMPANY, C.H.
6 ROBINSON OPERATING COMPANY LLC, C.H. ROBINSON RECEIVABLES, LLC, C.H.
7 ROBINSON TRANSPORTATION COMPANY, INC., C.H. ROBINSON WORLDWIDE, INC., C.H.
8 ROBINSON COMPANY INC., C.H. ROBINSON INTERNATIONAL, INC., C.H. ROBINSON
9 PROJECT LOGISTICS, INC., C.H. ROBINSON FREIGHT SERVICES, LTD., C.H. ROBINSON
10 CARRIER SERVICES, ROBINSON FRESH, ROBINSON FRESH LA SERVICE CENTER,
11 ROBINSON FRESH WEST, INC., CHELEAN FRUIT, CHILEAN FRESH MARKETING, CHELAN
12 FRESH MARKETING, CHELAN FRUIT BEEBE, COLUMBIA REACH, COLUMBIA REACH
13 PACK, TROUT-BLUE CHELAN-MAGI, INC., ONETA TRADING CORPORATION,
14 FOODSOURCE, INC., and DOES 201-300 INCLUSIVE. These defendants include licensed motor
15 carriers operating under franchises from State and Federal governments, which create non-delegable
16 duties to the public, as well as brokers for this load, and others for whose benefit the load was brokered
17 and transported.

18 71. Further compounding the risk here was the fact that the trailer of the tractor trailer
19 combination operated by defendant MARTIN ANDALUZ ABARCA did not have "side underride
20 guards" (instead only a wind guard) despite the availability and advisability of this feature having been
21 available for many years. The trailer had been designed, manufactured, built, distributed, and marketed
22 by defendants UTILITY TRAILER, UTILITY TRAILER MANUFACTURING COMPANY,
23 UTILITY TRAILER SALES OF UTAH, INC., KALMAR TERMINAL TRACTORS OF UTAH,
24 UTILITY TRAILER SALES OF CENTRAL CALIFORNIA, and DOES 301-400 INCLUSIVE.

25 72. Faced with a completely blocked roadway, decedent IRVING VALENZUELA was
26 unable to bring the vehicle he was operating, a 2011 Honda Accord (which upon information and
27 belief, was not equipped with collision avoidance features available to manufacturers for many years -
28 such as collision warning systems, automatic braking), to rest prior to the collision with the underside

1 of the tractor trailer combination being operated by defendant MARTIN ANDALUZ ABARCA.

2 73. The Honda was manufactured, sold, retailed, designed, distributed, inspected, repaired,
3 assembled and/or marketed by defendants AMERICAN HONDA MOTOR CO., INC., HONDA R&D
4 AMERICAS, INC., HONDA NORTH AMERICA, INC., HONDA OF AMERICA MFG., INC.,
5 HONDA MOTOR CO., LTD., HONDA R&D CO., LTD., STOCKTON HONDA, R&R AUTO
6 GROUP, RANES AND RANES, and DOES 401-449 INCLUSIVE.

7 74. As a consequence of the circumstances, the Honda operated by decedent went directly
8 under the side of the trailer which meant that the windshield of the Honda was essentially the only thing
9 between decedent's head and the underside of the heavy, metal-sided trailer. This was not much
10 protection in the event of an impact.

11 75. As a proximate result of all these conditions and circumstances, a major impact occurred
12 between the decedent's head, upper body, and the trailer, which ultimately resulted in the death of
13 decedent IRVING VALENZUELA, although decedent briefly survived the impact before succumbing
14 to death and also sustained damages to his clothing, personal effects and other related damages
15 including medical bills prior to succumbing to his injuries, and property damage, with the
16 aforementioned Honda extremely damaged with corresponding loss of use thereof

17 ***B. Liability of the Trucking and Produce Defendants.***

18 76. The tractor trailer truck combination was owned and/or operated by various defendants
19 in connection with, among other things, various defendants' business purposes.

20 77. In the accident sequence, defendant MARTIN ANDALUZ ABARCA violated, among
21 other things, *California Vehicle Code* Section 21801(a) which states:

22 ***"The driver of a vehicle intending to turn to the left or to complete a U-turn upon a***
23 ***highway, or to turn left into public or private property, or an alley, shall yield the right-***
24 ***of-way to all vehicles approaching from the opposite direction which are close enough***
25 ***to constitute a hazard at any time during the turning movement, and shall continue to***
26 ***yield the right-of-way to the approaching vehicles until the left turn or U-turn can be***
27 ***made with reasonable safety."***

28 78. Despite the danger and statutory prohibitions against doing so, the defendant driver,

1 MARTIN ANDALUZ ABARCA, took a chance, cut left across all lanes of SR 74, effectively blocking
2 all the travel lanes of traffic in the process, and, in so doing, acted with reckless indifference and
3 conscious disregard for human life and safety, endangering the lives and safety of other motorists,
4 including decedent IRVING VALENZUELA who had the right of way on the roadway since decedent
5 was coming from defendant MARTIN ANDALUZ ABARCA's left.

6 79. Defendant MARTIN ANDALUZ ABARCA was also known to be a poor driver with a
7 history of reckless driving who had his license suspended in 2002, was disqualified from commercial
8 vehicle operation in 2007 and again in 2008 under the authority of CVC Section 13352.4(c) which
9 states:

10 *"The restriction of the driving privilege shall be limited to the hours necessary*
11 *for driving to and from the person's place of employment, driving during the course of*
12 *employment, and driving to and from activities required in the driving-under-the-*
13 *influence program";*

14 as well as Section 15306 which states:

15 *"A driver shall not operate a commercial motor vehicle for a period of 60 days*
16 *if the person is convicted of a serious traffic violation involving a commercial or a*
17 *noncommercial motor vehicle and the offense occurred within three years of a separate*
18 *offense of a serious traffic violation that resulted in a conviction";*

19 and 15308(a) which states:

20 *"A driver shall not operate a commercial motor vehicle for a period of 120 days*
21 *if the person is convicted of a serious traffic violation involving a commercial or*
22 *noncommercial motor vehicle and the offense occurred within three years of two or*
23 *more separate offenses of serious traffic violations that resulted in convictions."*

24 In addition, he was convicted in 2017, just months before this accident, of unsafe operation of a
25 commercial vehicle and violations of CVC Section 34506.3, which states:

26 *"Except as otherwise provided in this division, it is an infraction to fail to*
27 *comply with any rule or regulation adopted by the department pursuant to this*
28 *division,"*

1 and 40508(a) which states:

2 *“A person willfully violating his or her written promise to appear or a lawfully*
3 *granted continuance of his or her promise to appear in court or before a person*
4 *authorized to receive a deposit of bail is guilty of a misdemeanor regardless of the*
5 *disposition of the charge upon which he or she was originally arrested.”*

6 Also prior to this accident in 2017, he was convicted for violations of CVC 40508(a), stated
7 above, and CVC 35551(a) which is the criminal offense for having an *overweight commercial vehicle*.

8 80. Some time prior to this incident, defendant MARTIN ANDALUZ ABARCA was
9 convicted of driving under the influence, a fact known to other defendants prior to their engaging him
10 to haul on the day at issue.

11 81. These Defendants failed to exercise ordinary care relevant to the crash in question, in
12 one or more of the following respects: (a) operating the commercial motor vehicle without the full use
13 of his mental or physical faculties, or both; (b) failing to keep a careful lookout; (c) failing to maintain
14 proper control of his vehicle; (d) failing to know, or adhere to, or both, one or more pertinent Federal
15 Motor Carrier Safety Regulations, one or more California Commercial Driver regulations, or one or
16 more industry safety standards, or the laws of the State of California, or any combination of them. In
17 this regard, plaintiffs hereby incorporate herein, in their entirety, and as fully as though set forth herein,
18 each and every F.M.C.S.R. and part or subpart thereof that has been set forth in this complaint, or
19 incorporated into, or made a part of, this complaint.

20 82. Without limiting the generality of the foregoing, the defendant driver was subject to, and
21 required to abide by, various regulations including the following, one or more of which were violated
22 by the defendants:

23 F.M.C.S.R. §392.80, which states:

24 *“Prohibition against texting, incorporated herein by this reference as fully as*
25 *though set forth herein verbatim, and negligently failed to abide by it; F.M.C.S.R.*
26 *§392.80 states: Prohibition against texting, was in effect and provided in pertinent part*
27 *as follows: “ (a) Prohibition. No driver shall engage in texting while driving. (b) Motor*
28 *carriers. No motor carrier shall allow or require its drivers to engage in texting while*

1 *driving. (c) Definition. For the purpose of this section only, driving means operating a*
2 *commercial motor vehicle, with the motor running, including while temporarily*
3 *stationary because of traffic, a traffic control device, or other momentary delays.*
4 *Driving does not include operating a commercial motor vehicle with or without the*
5 *motor running when the driver moved the vehicle to the side of, or off, a highway, as*
6 *defined in 49 CFR 390.5, and halted in a location where the vehicle can safely remain*
7 *stationary."*

8 *F.M.C.S.R. §391.41, which states:*

9 *"Physical qualifications for drivers, incorporated herein by this reference and*
10 *owed a duty to Benjamin to abide by it and negligently failed to do so. F.M.C.S.R.*
11 *§391.41 states: "Physical qualifications for drivers, provides in pertinent part as*
12 *follows: (a)(l)(i) A person subject to this part must not operate a commercial motor*
13 *vehicle unless he or she is medically certified as physically qualified to do so, and,*
14 *except as provided in paragraph (a) (2) of this section, when on-duty has on his or her*
15 *person the original, or a copy, of a current medical examiner's certificate that he or*
16 *she is physically qualified to drive a commercial motor vehicle."*

17 83. In addition, one or more of the following sections were violated by defendant MARTIN
18 ANDALUZ ABARCA and those employing his services: *F.M.C.S.R. §392.80 and F.M.C.S.R. §392.82*
19 *Using a hand-held mobile; F.M.C.S.R. §390.3 General applicability; F.M.C.S.R. §390.17 Additional*
20 *Equipment and accessories; F.M.C.S.R. §391.41 Physical qualifications for drivers; F.M.C.S.R. §392.1*
21 *Scope of the rules; F.M.C.S.R. §392.2 Applicable operating rules; F.M.C.S.R. §392.3 fatigued operator;*
22 *F.M.C.S.R. §392.80 Prohibition against texting; F.M.C.S.R. §392.82: Using a hand held mobile*
23 *telephone, and that one or more of the negligent, or negligent per se, acts or omissions of defendants as*
24 *set forth herein either singularly or in combination with one another, constitute negligence or*
25 *negligence per se, or both, and directly and proximately caused or contributed to cause the crash made*
26 *the basis of this cause of action, and directly and proximately caused or contributed to cause plaintiffs*
27 *to sustain one or more of the injuries and damages set forth in this complaint.*

28 84. Among other things, the driver of the aforementioned 2011 Freightliner Tractor and

1 attached 2012 Utility Trailer, MARTIN ANDALUZ ABARCA, was overworked, inattentive, drove too
2 long, took insufficient breaks, failed to keep his attention level sufficiently high, and as a result collided
3 with the decedent's 2011 Honda Accord causing the death of IRVING VALENZUELA.

4 85. Defendant MARTIN ANDALUZ ABARCA drove as he did due to the desire to deliver
5 on time and in good condition fruit and other items subject to spoilage. These defendants included
6 ERICK'S TRANSPORTATION, INC., HUMBERTO MAZARIEGOS, H-MART, CH ROBINSON
7 TRANSPORTATION COMPANY, INC., CH ROBINSON COMPANY, INC., CH ROBINSON, CH
8 ROBINSON WORLDWIDE, C.H. ROBINSON COMPANY, C.H. ROBINSON OPERATING
9 COMPANY LLC, C.H. ROBINSON RECEIVABLES, LLC, C.H. ROBINSON TRANSPORTATION
10 COMPANY, INC., C.H. ROBINSON WORLDWIDE, INC., C.H. ROBINSON COMPANY INC.,
11 C.H. ROBINSON INTERNATIONAL, INC., C.H. ROBINSON PROJECT LOGISTICS, INC., C.H.
12 ROBINSON FREIGHT SERVICES, LTD., C.H. ROBINSON CARRIER SERVICES, ROBINSON
13 FRESH, ROBINSON FRESH LA SERVICE CENTER, ROBINSON FRESH WEST, INC.,
14 CHELEAN FRUIT, CHILEAN FRESH MARKETING, CHELAN FRESH MARKETING, CHELAN
15 FRUIT BEEBE, COLUMBIA REACH, COLUMBIA REACH PACK, TROUT-BLUE CHELAN-
16 MAGI, INC., ONETA TRADING CORPORATION, FOODSOURCE, INC., and DOES 1-100 and
17 201- 300 INCLUSIVE.

18 86. The aforementioned 2011 Freightliner Tractor and attached 2012 Utility Trailer were
19 also owned, used, and/or operated in connection with various business purposes and objectives by
20 various defendants including, but not limited to, MARTIN ANDALUZ ABARCA, ERICK'S
21 TRANSPORTATION, INC., HUMBERTO MAZARIEGOS, H-MART, CH ROBINSON
22 TRANSPORTATION COMPANY, INC., CH ROBINSON COMPANY, INC., CH ROBINSON, CH
23 ROBINSON WORLDWIDE, C.H. ROBINSON COMPANY, C.H. ROBINSON OPERATING
24 COMPANY LLC, C.H. ROBINSON RECEIVABLES, LLC, C.H. ROBINSON TRANSPORTATION
25 COMPANY, INC., C.H. ROBINSON WORLDWIDE, INC., C.H. ROBINSON COMPANY INC.,
26 C.H. ROBINSON INTERNATIONAL, INC., C.H. ROBINSON PROJECT LOGISTICS, INC., C.H.
27 ROBINSON FREIGHT SERVICES, LTD., C.H. ROBINSON CARRIER SERVICES, ROBINSON
28 FRESH, ROBINSON FRESH LA SERVICE CENTER, ROBINSON FRESH WEST, INC.,

1 CHELEAN FRUIT, CHILEAN FRESH MARKETING, CHELAN FRESH MARKETING, CHELAN
2 FRUIT BEEBE, COLUMBIA REACH, COLUMBIA REACH PACK, TROUT-BLUE CHELAN-
3 MAGI, INC., ONETA TRADING CORPORATION, FOODSOURCE, INC., and DOES 1-100 and
4 201-300 INCLUSIVE.

5 87. The defendants MARTIN ANDALUZ ABARCA, ERICK'S TRANSPORTATION,
6 INC., HUMBERTO MAZARIEGOS, H-MART, CH ROBINSON TRANSPORTATION COMPANY,
7 INC., CH ROBINSON COMPANY, INC., CH ROBINSON, CH ROBINSON WORLDWIDE, C.H.
8 ROBINSON COMPANY, C.H. ROBINSON OPERATING COMPANY LLC, C.H. ROBINSON
9 RECEIVABLES, LLC, C.H. ROBINSON TRANSPORTATION COMPANY, INC., C.H. ROBINSON
10 WORLDWIDE, INC., C.H. ROBINSON COMPANY INC., C.H. ROBINSON INTERNATIONAL,
11 INC., C.H. ROBINSON PROJECT LOGISTICS, INC., C.H. ROBINSON FREIGHT SERVICES,
12 LTD., C.H. ROBINSON CARRIER SERVICES, ROBINSON FRESH, ROBINSON FRESH LA
13 SERVICE CENTER, ROBINSON FRESH WEST, INC., CHELEAN FRUIT, CHILEAN FRESH
14 MARKETING, CHELAN FRESH MARKETING, CHELAN FRUIT BEEBE, COLUMBIA REACH,
15 COLUMBIA REACH PACK, TROUT-BLUE CHELAN-MAGI, INC., ONETA TRADING
16 CORPORATION, FOODSOURCE, INC., and DOES 1-100 and 201-300 INCLUSIVE were engaged
17 in the hauling of various products including produce subject to spoilage over state highways, resulting
18 in enormous pressure to move the loads quickly across vast distances prior to product spoilage, and this
19 involved the regular use of a large tractor trailer semi-truck and one or more trailers, which were
20 operated at high speed and at great risk to the public on roadways containing the general public as
21 fellow motorists and/or pedestrians. These defendants possessed, among other things, non-delegable
22 duties imposed by law and the circumstances including the issuances of licenses, permits, and
23 franchises issued by various governmental entities and authorities. The activities undertaken, as set
24 forth above, involved great risk of injury and death to the general public. These defendants
25 nevertheless improperly and negligently owned, operated, leased, utilized, and serviced the 2011
26 Freightliner Tractor and attached 2012 Utility Trailer involved in the accident.

27 88. At the time, MARTIN ANDALUZ ABARCA, the driver of the 2011 Freightliner
28 Tractor and attached 2012 Utility Trailer was acting as an agent for, and employee of, and partner of,

1 and in a joint venture with defendants ERICK'S TRANSPORTATION, INC., HUMBERTO
2 MAZARIEGOS, H-MART, CH ROBINSON TRANSPORTATION COMPANY, INC., CH
3 ROBINSON COMPANY, INC., CH ROBINSON, CH ROBINSON WORLDWIDE, C.H. ROBINSON
4 COMPANY, C.H. ROBINSON OPERATING COMPANY LLC, C.H. ROBINSON RECEIVABLES,
5 LLC, C.H. ROBINSON TRANSPORTATION COMPANY, INC., C.H. ROBINSON WORLDWIDE,
6 INC., C.H. ROBINSON COMPANY INC., C.H. ROBINSON INTERNATIONAL, INC., C.H.
7 ROBINSON PROJECT LOGISTICS, INC., C.H. ROBINSON FREIGHT SERVICES, LTD., C.H.
8 ROBINSON CARRIER SERVICES, ROBINSON FRESH, ROBINSON FRESH LA SERVICE
9 CENTER, ROBINSON FRESH WEST, INC., CHELEAN FRUIT, CHILEAN FRESH MARKETING,
10 CHELAN FRESH MARKETING, CHELAN FRUIT BEEBE, COLUMBIA REACH, COLUMBIA
11 REACH PACK, TROUT-BLUE CHELAN-MAGI, INC., ONETA TRADING CORPORATION,
12 FOODSOURCE, INC., DOES 1-200 and 201-300 INCLUSIVE.

13 89. The defendants MARTIN ANDALUZ ABARCA, ERICK'S TRANSPORTATION,
14 INC., HUMBERTO MAZARIEGOS, H-MART, CH ROBINSON TRANSPORTATION COMPANY,
15 INC., CH ROBINSON COMPANY, INC., CH ROBINSON, CH ROBINSON WORLDWIDE, C.H.
16 ROBINSON COMPANY, C.H. ROBINSON OPERATING COMPANY LLC, C.H. ROBINSON
17 RECEIVABLES, LLC, C.H. ROBINSON TRANSPORTATION COMPANY, INC., C.H. ROBINSON
18 WORLDWIDE, INC., C.H. ROBINSON COMPANY INC., C.H. ROBINSON INTERNATIONAL,
19 INC., C.H. ROBINSON PROJECT LOGISTICS, INC., C.H. ROBINSON FREIGHT SERVICES,
20 LTD., C.H. ROBINSON CARRIER SERVICES, ROBINSON FRESH, ROBINSON FRESH LA
21 SERVICE CENTER, ROBINSON FRESH WEST, INC., CHELEAN FRUIT, CHILEAN FRESH
22 MARKETING, CHELAN FRESH MARKETING, CHELAN FRUIT BEEBE, COLUMBIA REACH,
23 COLUMBIA REACH PACK, TROUT-BLUE CHELAN-MAGI, INC., ONETA TRADING
24 CORPORATION, FOODSOURCE, INC., and DOES 1-100 and 201-300 INCLUSIVE also negligently
25 authorized and permitted him to drive the 2011 Freightliner Tractor and attached 2012 Utility Trailer
26 and said defendants also negligently employed, hired, retained and supervised said driver, negligently
27 serviced the semi-truck and attached trailer, and negligently allowed the driver, thereof, to utilize the
28 2011 Freightliner Tractor and attached 2012 Utility Trailer, an instrumentality capable of great harm on

1 public roads, particularly given the driver's poor driving history, DUI conviction, and license
2 suspensions.

3 90. The defendants MARTIN ANDALUZ ABARCA, ERICK'S TRANSPORTATION,
4 INC., HUMBERTO MAZARIEGOS, H-MART, CH ROBINSON TRANSPORTATION COMPANY,
5 INC., CH ROBINSON COMPANY, INC., CH ROBINSON, CH ROBINSON WORLDWIDE, C.H.
6 ROBINSON COMPANY, C.H. ROBINSON OPERATING COMPANY LLC, C.H. ROBINSON
7 RECEIVABLES, LLC, C.H. ROBINSON TRANSPORTATION COMPANY, INC., C.H. ROBINSON
8 WORLDWIDE, INC., C.H. ROBINSON COMPANY INC., C.H. ROBINSON INTERNATIONAL,
9 INC., C.H. ROBINSON PROJECT LOGISTICS, INC., C.H. ROBINSON FREIGHT SERVICES,
10 LTD., C.H. ROBINSON CARRIER SERVICES, ROBINSON FRESH, ROBINSON FRESH LA
11 SERVICE CENTER, ROBINSON FRESH WEST, INC., CHELEAN FRUIT, CHILEAN FRESH
12 MARKETING, CHELAN FRESH MARKETING, CHELAN FRUIT BEEBE, COLUMBIA REACH,
13 COLUMBIA REACH PACK, TROUT-BLUE CHELAN-MAGI, INC., ONETA TRADING
14 CORPORATION, FOODSOURCE, INC., and DOES 1-100 and 201-300 INCLUSIVE also exercised
15 control over the load and trip undertaken by the driver.

16 91. These defendants MARTIN ANDALUZ ABARCA, ERICK'S TRANSPORTATION,
17 INC., HUMBERTO MAZARIEGOS, H-MART, CH ROBINSON TRANSPORTATION COMPANY,
18 INC., CH ROBINSON COMPANY, INC., CH ROBINSON, CH ROBINSON WORLDWIDE, C.H.
19 ROBINSON COMPANY, C.H. ROBINSON OPERATING COMPANY LLC, C.H. ROBINSON
20 RECEIVABLES, LLC, C.H. ROBINSON TRANSPORTATION COMPANY, INC., C.H. ROBINSON
21 WORLDWIDE, INC., C.H. ROBINSON COMPANY INC., C.H. ROBINSON INTERNATIONAL,
22 INC., C.H. ROBINSON PROJECT LOGISTICS, INC., C.H. ROBINSON FREIGHT SERVICES,
23 LTD., C.H. ROBINSON CARRIER SERVICES, ROBINSON FRESH, ROBINSON FRESH LA
24 SERVICE CENTER, ROBINSON FRESH WEST, INC., CHELEAN FRUIT, CHILEAN FRESH
25 MARKETING, CHELAN FRESH MARKETING, CHELAN FRUIT BEEBE, COLUMBIA REACH,
26 COLUMBIA REACH PACK, TROUT-BLUE CHELAN-MAGI, INC., ONETA TRADING
27 CORPORATION, FOODSOURCE, INC., and DOES 1-100 and 201-300 INCLUSIVE improperly and
28 negligently owned, controlled, operated, leased, utilized, and serviced the semi-truck and attached

1 trailer involved in the accident, which they controlled. These defendants thereby negligently authorized
2 and permitted the driver to drive the semi-truck and trailer, and these defendants negligently employed,
3 hired, retained, and supervised said driver, negligently serviced the semi-truck and trailer, and
4 negligently allowed the driver, thereof, to utilize the semi-truck and trailer, an instrumentality capable
5 of great harm on public roads, in breach of the duty to exercise due care as an operator of a very heavy,
6 dangerous vehicle which was being operated at the time of the accident with fruit and other perishables
7 aboard, subject to spoilage, but the defendant driver did not exercise due care and recklessly turned left
8 blocking all lanes of traffic, did not pay attention, injuring and killing IRVING VALENZUELA and
9 damaging the Honda Accord in the collision. Had the driver not turned left, or not been hired, or had
10 been properly trained, or had not been in a rush, the accident and resulting damages and death could
11 have been avoided.

12 92. In addition, it is alleged that defendants MARTIN ANDALUZ ABARCA, ERICK'S
13 TRANSPORTATION, INC., HUMBERTO MAZARIEGOS, H-MART, CH ROBINSON
14 TRANSPORTATION COMPANY, INC., CH ROBINSON COMPANY, INC., CH ROBINSON, CH
15 ROBINSON WORLDWIDE, C.H. ROBINSON COMPANY, C.H. ROBINSON OPERATING
16 COMPANY LLC, C.H. ROBINSON RECEIVABLES, LLC, C.H. ROBINSON TRANSPORTATION
17 COMPANY, INC., C.H. ROBINSON WORLDWIDE, INC., C.H. ROBINSON COMPANY INC.,
18 C.H. ROBINSON INTERNATIONAL, INC., C.H. ROBINSON PROJECT LOGISTICS, INC., C.H.
19 ROBINSON FREIGHT SERVICES, LTD., C.H. ROBINSON CARRIER SERVICES, ROBINSON
20 FRESH, ROBINSON FRESH LA SERVICE CENTER, ROBINSON FRESH WEST, INC.,
21 CHELEAN FRUIT, CHILEAN FRESH MARKETING, CHELAN FRESH MARKETING, CHELAN
22 FRUIT BEEBE, COLUMBIA REACH, COLUMBIA REACH PACK, TROUT-BLUE CHELAN-
23 MAGI, INC., ONETA TRADING CORPORATION, FOODSOURCE, INC., and DOES 1-100 and
24 201-300 INCLUSIVE were each an owner, controller, registrant, lessor, lessee, of the aforementioned
25 tractor, trailer, or both, and that said defendants expressly and/or impliedly permitted the driver-
26 defendant to use their vehicle(s) at all times alleged herein, most particularly at the time of the accident
27 alleged in this complaint; as such due to the application of various legal doctrines, theories, and rules,
28 including but not limited to, the "permissive use doctrine" and *C.V.C.* Sections 17150-17159, et. seq.,

1 defendants, as the owners of the aforementioned vehicles are statutorily liable for the acts and
2 omissions of the driver of their vehicle to whom permission to operate was given.

3 93. Defendants MARTIN ANDALUZ ABARCA, ERICK'S TRANSPORTATION, INC.,
4 HUMBERTO MAZARIEGOS, H-MART, CH ROBINSON TRANSPORTATION COMPANY, INC.,
5 CH ROBINSON COMPANY, INC., CH ROBINSON, CH ROBINSON WORLDWIDE, C.H.
6 ROBINSON COMPANY, C.H. ROBINSON OPERATING COMPANY LLC, C.H. ROBINSON
7 RECEIVABLES, LLC, C.H. ROBINSON TRANSPORTATION COMPANY, INC., C.H. ROBINSON
8 WORLDWIDE, INC., C.H. ROBINSON COMPANY INC., C.H. ROBINSON INTERNATIONAL,
9 INC., C.H. ROBINSON PROJECT LOGISTICS, INC., C.H. ROBINSON FREIGHT SERVICES,
10 LTD., C.H. ROBINSON CARRIER SERVICES, ROBINSON FRESH, ROBINSON FRESH LA
11 SERVICE CENTER, ROBINSON FRESH WEST, INC., CHELEAN FRUIT, CHILEAN FRESH
12 MARKETING, CHELAN FRESH MARKETING, CHELAN FRUIT BEEBE, COLUMBIA REACH,
13 COLUMBIA REACH PACK, TROUT-BLUE CHELAN-MAGI, INC., ONETA TRADING
14 CORPORATION, FOODSOURCE, INC., and DOES 1-100 and 201-300 INCLUSIVE also failed to
15 properly maintain, inspect, recall, repair, and/or modify the truck and trailer.

16 *i. Additional Liability Facts Applicable to the C.H. Robinson Entities.*

17 94. Defendants CH ROBINSON COMPANY, INC., CH ROBINSON, CH ROBINSON
18 WORLDWIDE, C.H. ROBINSON COMPANY, C.H. ROBINSON OPERATING COMPANY LLC,
19 C.H. ROBINSON RECEIVABLES, LLC, C.H. ROBINSON TRANSPORTATION COMPANY, INC.,
20 C.H. ROBINSON WORLDWIDE, INC., C.H. ROBINSON COMPANY INC., C.H. ROBINSON
21 INTERNATIONAL, INC., C.H. ROBINSON PROJECT LOGISTICS, INC., C.H. ROBINSON
22 FREIGHT SERVICES, LTD., C.H. ROBINSON CARRIER SERVICES, ROBINSON FRESH,
23 ROBINSON FRESH LA SERVICE CENTER, ROBINSON FRESH WEST, INC., FOODSOURCE,
24 INC., and whatever future Does may be identified with these defendants, were engaged in the shipping
25 of produce and products for others, as well as themselves, arranging, coordinating, brokering, and
26 shipping via truck, as a motor carrier and in other capacities, produce subject to spoilage over long
27 distances at high speed, both inter-state and intra-state, on public roads, and knowingly selected an unfit
28 driver, employing him, rushing him, and utilizing his truck to move produce in the course and scope in

1 both its business and the business of others, including the trucking/produce co-defendants. The result
2 was catastrophic with the driver of the truck causing the untimely death of plaintiffs' son. These
3 defendants also had a logistics division, which coordinates loads, and provides detailed shipping
4 instructions, including time schedules to prevent spoilage of fruit produce. These defendants also
5 were/are packers/shippers of fresh fruit for profit. These defendants are also involved in the export of
6 fruit, and the transport of fruit over state lines. In addition, defendant MARTIN ANDALUZ
7 ABARCA, the truck driver, and ERICK'S TRANSPORTATION were de-facto employees of these
8 defendants. The work done by defendant MARTIN ANDALUZ ABARCA, the truck driver, was "of
9 interest" to these defendants and their partners, the trucking/produce co-defendants, including but not
10 limited to, H-MART, ERICK'S TRANSPORTATION, INC., HUMBERTO MAZARIEGOS, H-
11 MART, CHELEAN FRUIT, CHILEAN FRESH MARKETING, CHELAN FRESH MARKETING,
12 CHELAN FRUIT BEEBE, COLUMBIA REACH, COLUMBIA REACH PACK, TROUT-BLUE
13 CHELAN-MAGI, INC., ONETA TRADING CORPORATION, and others. In addition, these
14 defendants are in a partnership and joint venture with defendant MARTIN ANDALUZ ABARCA, the
15 truck driver, as well as the other trucking/produce co-defendants and coordinated the means, and the
16 method, of transporting quickly on public roads, produce subject to spoilage, thereby encouraging the
17 truck to be operated at high speed, creating a danger to the public, while utilizing the public roadways.
18 These defendants also exercised substantial control over defendant MARTIN ANDALUZ ABARCA,
19 the truck driver, and the load at issue by providing detailed shipping, loading and transportation
20 instructions which, upon information and belief, stated, at the time of the accident, in summary, that the
21 product and produce to be shipped are subject to spoilage and are only grown a few months per year
22 and must be moved quickly without delay and the agreement to transport this produce by a driver
23 means that the driver agrees to use all means necessary to accomplish a quick transport and that this
24 was a condition of employment for defendant MARTIN ANDALUZ ABARCA, the truck driver, and
25 ERICK'S TRANSPORTATION, to which these two defendants agreed. This placed the public at great
26 risk since small cars cannot compete with big rig trucks in collisions and major injury and death often
27 follow. These defendants were at all times licensed motor carriers under Federal and State regulations
28 and as such possessed a non-delegable duty to safely transport its own goods, and goods of others, and

1 therefore are vicariously liable as a matter of law for the negligence of defendant MARTIN ANDALUZ
2 ABARCA, the truck driver. Even if licensed as a private carrier, these defendants were certainly
3 licensed and/or acting as motor carriers and were acting in connection with this load as a “public
4 carrier” by transporting goods for themselves and others through drivers retained and controlled by
5 them and are thus liable to third parties for the negligence of defendant MARTIN ANDALUZ
6 ABARCA, the truck driver. These defendants also acted as a broker, freight broker, and logistics
7 coordinator and did so negligently, causing damages to plaintiffs. Among other things, these
8 defendants knowingly hired an unfit driver, defendant MARTIN ANDALUZ ABARCA, who had a
9 history of moving violations and even a DUI.

10 *ii. Additional Liability Facts Applicable to Trout-Blue Chelan-Magi, Inc.*

11 95. Defendant TROUT-BLUE CHELAN-MAGI, INC., and whatever future Does may be
12 identified with this defendant, was engaged in the shipping of produce and products for others, as well
13 as itself, arranging, coordinating, brokering, and shipping via truck, as a motor carrier and in other
14 capacities, produce subject to spoilage over long distances at high speed, both inter-state and intra-state,
15 on public roads, and knowingly selected an unfit driver, employing him, rushing him, and utilizing his
16 truck to move produce in the course and scope in both its business and the business of others, including
17 the trucking/produce co-defendants. The result was catastrophic with the driver of the truck causing the
18 untimely death of plaintiffs’ son. This defendant also has a logistics division, which coordinates loads,
19 and provides detailed shipping instructions, including time schedules to prevent spoilage of fruit
20 produce. This defendant also was/is a packer/shipper of fresh fruit for profit. This defendant is also
21 involved in the export of fruit, and the transport of fruit over state lines. In addition, defendant
22 MARTIN ANDALUZ ABARCA, the truck driver, and ERICK’S TRANSPORTATION were de-facto
23 employees of this defendant. The work done by defendant MARTIN ANDALUZ ABARCA, the truck
24 driver, was “of interest” to this defendant and its partners, the trucking/produce co-defendants,
25 including but not limited to, H-MART, CH ROBINSON TRANSPORTATION COMPANY, INC., CH
26 ROBINSON COMPANY, INC., CH ROBINSON, CH ROBINSON WORLDWIDE, C.H. ROBINSON
27 COMPANY, C.H. ROBINSON OPERATING COMPANY LLC, C.H. ROBINSON RECEIVABLES,
28 LLC, C.H. ROBINSON TRANSPORTATION COMPANY, INC., C.H. ROBINSON WORLDWIDE,

1 INC., C.H. ROBINSON COMPANY INC., C.H. ROBINSON INTERNATIONAL, INC., C.H.
2 ROBINSON PROJECT LOGISTICS, INC., C.H. ROBINSON FREIGHT SERVICES, LTD., C.H.
3 ROBINSON CARRIER SERVICES, ROBINSON FRESH, ROBINSON FRESH LA SERVICE
4 CENTER, ROBINSON FRESH WEST, INC., CHELEAN FRUIT, CHILEAN FRESH MARKETING,
5 CHELAN FRESH MARKETING, CHELAN FRUIT BEEBE, COLUMBIA REACH, COLUMBIA
6 REACH PACK, ONETA TRADING CORPORATION, FOODSOURCE, INC., and others. In
7 addition, this defendant is in a partnership and joint venture with defendant MARTIN ANDALUZ
8 ABARCA, the truck driver, as well as the other trucking/produce co-defendants and coordinated the
9 means, and the method, of transporting quickly on public roads, produce subject to spoilage, thereby
10 encouraging the truck to be operated at high speed, creating a danger to the public, while utilizing the
11 public roadways. This defendant also exercised substantial control over defendant MARTIN
12 ANDALUZ ABARCA, the truck driver, and the load at issue by providing detailed shipping, loading
13 and transportation instructions which, upon information and belief, stated, at the time of the accident, in
14 summary, that the product and produce to be shipped are subject to spoilage and are only grown a few
15 months per year and must be moved quickly without delay and the agreement to transport this produce
16 by a driver means that the driver agrees to use all means necessary to accomplish a quick transport and
17 that this was a condition of employment for defendant MARTIN ANDALUZ ABARCA, the truck
18 driver, and ERICK'S TRANSPORTATION, to which these two defendants agreed. This placed the
19 public at great risk since small cars cannot compete with big rig trucks in collisions and major injury
20 and death often follow. This defendant was also at all times a licensed motor carrier under Federal and
21 State regulations and as such possessed a non-delegable duty to safely transport its own goods, and
22 goods of others, and therefore are vicariously liable as a matter of law for the negligence of defendant
23 MARTIN ANDALUZ ABARCA, the truck driver. Even if licensed as a private carrier, this defendant
24 was certainly licensed and/or acting as a motor carrier and was acting in connection with this load as a
25 "public carrier" by transporting goods for itself and others through drivers retained and controlled by
26 them and are thus liable to third parties for the negligence of defendant MARTIN ANDALUZ
27 ABARCA, the truck driver. This defendant also acted as a broker, freight broker, and logistics
28 coordinator and did so negligently, causing damages to plaintiffs. Among other things, this defendant

1 knowingly hired an unfit driver, defendant MARTIN ANDALUZ ABARCA, who had a history of
2 moving violations and even a DUI.

3 *iii. Additional Liability Facts Applicable to the Chelean Entities.*

4 96. Defendants CHELEAN FRUIT, CHILEAN FRESH MARKETING, CHELAN FRESH
5 MARKETING, CHELAN FRUIT BEEBE, and whatever future Does may be identified with these
6 defendants, were engaged in the shipping of produce and products for others, as well as themselves,
7 arranging, coordinating, brokering, and shipping via truck, as a motor carrier and in other capacities,
8 produce subject to spoilage over long distances at high speed, both inter-state and intra-state, on public
9 roads, and knowingly selected an unfit driver, employing him, rushing him, and utilizing his truck to
10 move produce in the course and scope in both its business and the business of others, including the
11 trucking/produce co-defendants. The result was catastrophic with the driver of the truck causing the
12 untimely death of plaintiffs' son. These defendants also had a logistics division, which coordinates
13 loads, and provides detailed shipping instructions, including time schedules to prevent spoilage of fruit
14 produce. These defendants also were/are packers/shippers of fresh fruit for profit. These defendants
15 are also involved in the export of fruit, and the transport of fruit over state lines. In addition, defendant
16 MARTIN ANDALUZ ABARCA, the truck driver, and ERICK'S TRANSPORTATION were de-facto
17 employees of these defendants. The work done by defendant MARTIN ANDALUZ ABARCA, the
18 truck driver, was "of interest" to these defendants and their partners, the trucking/produce co-
19 defendants, including but not limited to, H-MART, CH ROBINSON TRANSPORTATION
20 COMPANY, INC., CH ROBINSON COMPANY, INC., CH ROBINSON, CH ROBINSON
21 WORLDWIDE, C.H. ROBINSON COMPANY, C.H. ROBINSON OPERATING COMPANY LLC,
22 C.H. ROBINSON RECEIVABLES, LLC, C.H. ROBINSON TRANSPORTATION COMPANY, INC.,
23 C.H. ROBINSON WORLDWIDE, INC., C.H. ROBINSON COMPANY INC., C.H. ROBINSON
24 INTERNATIONAL, INC., C.H. ROBINSON PROJECT LOGISTICS, INC., C.H. ROBINSON
25 FREIGHT SERVICES, LTD., C.H. ROBINSON CARRIER SERVICES, ROBINSON FRESH,
26 ROBINSON FRESH LA SERVICE CENTER, ROBINSON FRESH WEST, INC., COLUMBIA
27 REACH, COLUMBIA REACH PACK, TROUT-BLUE CHELAN-MAGI, INC., ONETA TRADING
28 CORPORATION, FOODSOURCE, INC., and others. In addition, these defendants are in a partnership

1 and joint venture with defendant MARTIN ANDALUZ ABARCA, the truck driver, as well as the other
2 trucking/produce co-defendants and coordinated the means, and the method, of transporting quickly on
3 public roads, produce subject to spoilage, thereby encouraging the truck to be operated at high speed,
4 creating a danger to the public, while utilizing the public roadways. These defendants also exercised
5 substantial control over defendant MARTIN ANDALUZ ABARCA, the truck driver, and the load at
6 issue by providing detailed shipping, loading and transportation instructions which, upon information
7 and belief, stated, at the time of the accident, in summary, that the product and produce to be shipped
8 are subject to spoilage and are only grown a few months per year and must be moved quickly without
9 delay and the agreement to transport this produce by a driver means that the driver agrees to use all
10 means necessary to accomplish a quick transport and that this was a condition of employment for
11 defendant MARTIN ANDALUZ ABARCA, the truck driver, and ERICK'S TRANSPORTATION, to
12 which these two defendants agreed. This placed the public at great risk since small cars cannot
13 compete with big rig trucks in collisions and major injury and death often follow. These defendants
14 were at all times licensed motor carriers under Federal and State regulations and as such possessed a
15 non-delegable duty to safely transport its own goods, and goods of others, and therefore are vicariously
16 liable as a matter of law for the negligence of defendant MARTIN ANDALUZ ABARCA, the truck
17 driver. Even if licensed as a private carrier, these defendants were certainly licensed and/or acting as
18 motor carriers and were acting in connection with this load as a "public carrier" by transporting goods
19 for themselves and others through drivers retained and controlled by them and are thus liable to third
20 parties for the negligence of defendant MARTIN ANDALUZ ABARCA, the truck driver. These
21 defendants also acted as a broker, freight broker, and logistics coordinator and did so negligently,
22 causing damages to plaintiffs. Among other things, these defendants knowingly hired an unfit driver,
23 defendant MARTIN ANDALUZ ABARCA, who had a history of moving violations and even a DUI.

24 *iv. Additional Liability Facts Applicable to the Columbia Reach Entities.*

25 97. Defendants COLUMBIA REACH, COLUMBIA REACH PACK, and whatever future
26 Does may be identified with these defendants, were engaged in the shipping of produce and products
27 for others, as well as themselves, arranging, coordinating, brokering, and shipping via truck, as a motor
28 carrier and in other capacities, produce subject to spoilage over long distances at high speed, both inter-

1 state and intra-state, on public roads, and knowingly selected an unfit driver, employing him, rushing
2 him, and utilizing his truck to move produce in the course and scope in both its business and the
3 business of others, including the trucking/produce co-defendants. The result was catastrophic with the
4 driver of the truck causing the untimely death of plaintiffs' son. These defendants also had a logistics
5 division, which coordinates loads, and provides detailed shipping instructions, including time schedules
6 to prevent spoilage of fruit produce. These defendants also were/are packers/shippers of fresh fruit for
7 profit. These defendants are also involved in the export of fruit, and the transport of fruit over state
8 lines. In addition, defendant MARTIN ANDALUZ ABARCA, the truck driver, and ERICK'S
9 TRANSPORTATION were de-facto employees of these defendants. The work done by defendant
10 MARTIN ANDALUZ ABARCA, the truck driver, was "of interest" to these defendants and their
11 partners, the trucking/produce co-defendants, including but not limited to, H-MART, CH ROBINSON
12 TRANSPORTATION COMPANY, INC., CH ROBINSON COMPANY, INC., CH ROBINSON, CH
13 ROBINSON WORLDWIDE, C.H. ROBINSON COMPANY, C.H. ROBINSON OPERATING
14 COMPANY LLC, C.H. ROBINSON RECEIVABLES, LLC, C.H. ROBINSON TRANSPORTATION
15 COMPANY, INC., C.H. ROBINSON WORLDWIDE, INC., C.H. ROBINSON COMPANY INC.,
16 C.H. ROBINSON INTERNATIONAL, INC., C.H. ROBINSON PROJECT LOGISTICS, INC., C.H.
17 ROBINSON FREIGHT SERVICES, LTD., C.H. ROBINSON CARRIER SERVICES, ROBINSON
18 FRESH, ROBINSON FRESH LA SERVICE CENTER, ROBINSON FRESH WEST, INC.,
19 CHELEAN FRUIT, CHILEAN FRESH MARKETING, CHELAN FRESH MARKETING, CHELAN
20 FRUIT BEEBE, TROUT-BLUE CHELAN-MAGI, INC., ONETA TRADING CORPORATION,
21 FOODSOURCE, INC., and others. In addition, these defendants are in a partnership and joint venture
22 with defendant MARTIN ANDALUZ ABARCA, the truck driver, as well as the other trucking/produce
23 co-defendants and coordinated the means, and the method, of transporting quickly on public roads,
24 produce subject to spoilage, thereby encouraging the truck to be operated at high speed, creating a
25 danger to the public, while utilizing the public roadways. These defendants also exercised substantial
26 control over defendant MARTIN ANDALUZ ABARCA, the truck driver, and the load at issue by
27 providing detailed shipping, loading and transportation instructions which, upon information and belief,
28 stated, at the time of the accident, in summary, that the product and produce to be shipped are subject to

1 spoilage and are only grown a few months per year and must be moved quickly without delay and the
2 agreement to transport this produce by a driver means that the driver agrees to use all means necessary
3 to accomplish a quick transport and that this was a condition of employment for defendant MARTIN
4 ANDALUZ ABARCA, the truck driver, and ERICK'S TRANSPORTATION, to which these two
5 defendants agreed. This placed the public at great risk since small cars cannot compete with big rig
6 trucks in collisions and major injury and death often follow. These defendants were at all times
7 licensed motor carriers under Federal and State regulations and as such possessed a non-delegable duty
8 to safely transport its own goods, and goods of others, and therefore are vicariously liable as a matter of
9 law for the negligence of defendant MARTIN ANDALUZ ABARCA, the truck driver. Even if
10 licensed as a private carrier, these defendants were certainly licensed and/or acting as motor carriers
11 and were acting in connection with this load as a "public carrier" by transporting goods for themselves
12 and others through drivers retained and controlled by them and are thus liable to third parties for the
13 negligence of defendant MARTIN ANDALUZ ABARCA, the truck driver. These defendants also
14 acted as a broker, freight broker, and logistics coordinator and did so negligently, causing damages to
15 plaintiffs. Among other things, these defendants knowingly hired an unfit driver, defendant MARTIN
16 ANDALUZ ABARCA, who had a history of moving violations and even a DUI.

17 v. *Additional Liability Facts Applicable to H-Mart.*

18 98. Defendant H-MART, and whatever future Does may be identified with this defendant,
19 was engaged in the shipping of produce and products for others, as well as itself, arranging,
20 coordinating, brokering, and shipping via truck, as a motor carrier and in other capacities, produce
21 subject to spoilage over long distances at high speed, both inter-state and intra-state, on public roads,
22 and knowingly selected an unfit driver, employing him, rushing him, and utilizing his truck to move
23 produce in the course and scope in both its business and the business of others, including the
24 trucking/produce co-defendants. The result was catastrophic with the driver of the truck causing the
25 untimely death of plaintiffs' son. This defendant also has a logistics division, which coordinates loads,
26 and provides detailed shipping instructions, including time schedules to prevent spoilage of fruit
27 produce. This defendant also was/is a packer/shipper of fresh fruit for profit. This defendant is also
28 involved in the export of fruit, and the transport of fruit over state lines. In addition, defendant

1 MARTIN ANDALUZ ABARCA, the truck driver, and ERICK'S TRANSPORTATION were de-facto
2 employees of this defendant. The work done by defendant MARTIN ANDALUZ ABARCA, the truck
3 driver, was "of interest" to this defendant and its partners, the trucking/produce co-defendants,
4 including but not limited to, CH ROBINSON TRANSPORTATION COMPANY, INC., CH
5 ROBINSON COMPANY, INC., CH ROBINSON, CH ROBINSON WORLDWIDE, C.H. ROBINSON
6 COMPANY, C.H. ROBINSON OPERATING COMPANY LLC, C.H. ROBINSON RECEIVABLES,
7 LLC, C.H. ROBINSON TRANSPORTATION COMPANY, INC., C.H. ROBINSON WORLDWIDE,
8 INC., C.H. ROBINSON COMPANY INC., C.H. ROBINSON INTERNATIONAL, INC., C.H.
9 ROBINSON PROJECT LOGISTICS, INC., C.H. ROBINSON FREIGHT SERVICES, LTD., C.H.
10 ROBINSON CARRIER SERVICES, ROBINSON FRESH, ROBINSON FRESH LA SERVICE
11 CENTER, ROBINSON FRESH WEST, INC., CHELEAN FRUIT, CHILEAN FRESH MARKETING,
12 CHELAN FRESH MARKETING, CHELAN FRUIT BEEBE, COLUMBIA REACH, COLUMBIA
13 REACH PACK, TROUT-BLUE CHELAN-MAGI, INC., ONETA TRADING CORPORATION,
14 FOODSOURCE, INC., and others. In addition, this defendant is in a partnership and joint venture with
15 defendant MARTIN ANDALUZ ABARCA, the truck driver, as well as the other trucking/produce co-
16 defendants and coordinated the means, and the method, of transporting quickly on public roads,
17 produce subject to spoilage, thereby encouraging the truck to be operated at high speed, creating a
18 danger to the public, while utilizing the public roadways. This defendant also exercised substantial
19 control over defendant MARTIN ANDALUZ ABARCA, the truck driver, and the load at issue by
20 providing detailed shipping, loading and transportation instructions which, upon information and belief,
21 stated, at the time of the accident, in summary, that the product and produce to be shipped are subject to
22 spoilage and are only grown a few months per year and must be moved quickly without delay and the
23 agreement to transport this produce by a driver means that the driver agrees to use all means necessary
24 to accomplish a quick transport and that this was a condition of employment for defendant MARTIN
25 ANDALUZ ABARCA, the truck driver, and ERICK'S TRANSPORTATION, to which these two
26 defendants agreed. This placed the public at great risk since small cars cannot compete with big rig
27 trucks in collisions and major injury and death often follow. This defendant was also at all times a
28 licensed motor carrier under Federal and State regulations and as such possessed a non-delegable duty

1 to safely transport its own goods, and goods of others, and therefore are vicariously liable as a matter of
2 law for the negligence of defendant MARTIN ANDALUZ ABARCA, the truck driver. Even if
3 licensed as a private carrier, this defendant was certainly licensed and/or acting as a motor carrier and
4 was acting in connection with this load as a “public carrier” by transporting goods for itself and others
5 through drivers retained and controlled by them and are thus liable to third parties for the negligence of
6 defendant MARTIN ANDALUZ ABARCA, the truck driver. This defendant also acted as a broker,
7 freight broker, and logistics coordinator and did so negligently, causing damages to plaintiffs. Among
8 other things, this defendant knowingly hired an unfit driver, defendant MARTIN ANDALUZ
9 ABARCA, who had a history of moving violations and even a DUI.

10 *vi. Additional Liability Facts Applicable to Oneta Trading Corporation.*

11 99. ONETA TRADING CORPORATION, and whatever future Does may be identified with
12 this defendant, was engaged in the shipping of produce and products for others, as well as itself,
13 arranging, coordinating, brokering, and shipping via truck, as a motor carrier and in other capacities,
14 produce subject to spoilage over long distances at high speed, both inter-state and intra-state, on public
15 roads, and knowingly selected an unfit driver, employing him, rushing him, and utilizing his truck to
16 move produce in the course and scope in both its business and the business of others, including the
17 trucking/produce co-defendants. The result was catastrophic with the driver of the truck causing the
18 untimely death of plaintiffs’ son. This defendant also has a logistics division, which coordinates loads,
19 and provides detailed shipping instructions, including time schedules to prevent spoilage of fruit
20 produce. This defendant also was/is a packer/shipper of fresh fruit for profit. This defendant is also
21 involved in the export of fruit, and the transport of fruit over state lines. In addition, defendant
22 MARTIN ANDALUZ ABARCA, the truck driver, and ERICK’S TRANSPORTATION were de-facto
23 employees of this defendant. The work done by defendant MARTIN ANDALUZ ABARCA, the truck
24 driver, was “of interest” to this defendant and its partners, the trucking/produce co-defendants,
25 including but not limited to, H-MART, CH ROBINSON TRANSPORTATION COMPANY, INC., CH
26 ROBINSON COMPANY, INC., CH ROBINSON, CH ROBINSON WORLDWIDE, C.H. ROBINSON
27 COMPANY, C.H. ROBINSON OPERATING COMPANY LLC, C.H. ROBINSON RECEIVABLES,
28 LLC, C.H. ROBINSON TRANSPORTATION COMPANY, INC., C.H. ROBINSON WORLDWIDE,

1 INC., C.H. ROBINSON COMPANY INC., C.H. ROBINSON INTERNATIONAL, INC., C.H.
2 ROBINSON PROJECT LOGISTICS, INC., C.H. ROBINSON FREIGHT SERVICES, LTD., C.H.
3 ROBINSON CARRIER SERVICES, ROBINSON FRESH, ROBINSON FRESH LA SERVICE
4 CENTER, ROBINSON FRESH WEST, INC., CHELEAN FRUIT, CHILEAN FRESH MARKETING,
5 CHELAN FRESH MARKETING, CHELAN FRUIT BEEBE, COLUMBIA REACH, COLUMBIA
6 REACH PACK, TROUT-BLUE CHELAN-MAGI, INC., ONETA TRADING CORPORATION,
7 FOODSOURCE, INC., and others. In addition, this defendant is in a partnership and joint venture with
8 defendant MARTIN ANDALUZ ABARCA, the truck driver, as well as the other trucking/produce co-
9 defendants and coordinated the means, and the method, of transporting quickly on public roads,
10 produce subject to spoilage, thereby encouraging the truck to be operated at high speed, creating a
11 danger to the public, while utilizing the public roadways. This defendant also exercised substantial
12 control over defendant MARTIN ANDALUZ ABARCA, the truck driver, and the load at issue by
13 providing detailed shipping, loading and transportation instructions which, upon information and belief,
14 stated, at the time of the accident, in summary, that the product and produce to be shipped are subject to
15 spoilage and are only grown a few months per year and must be moved quickly without delay and the
16 agreement to transport this produce by a driver means that the driver agrees to use all means necessary
17 to accomplish a quick transport and that this was a condition of employment for defendant MARTIN
18 ANDALUZ ABARCA, the truck driver, and ERICK'S TRANSPORTATION, to which these two
19 defendants agreed. This placed the public at great risk since small cars cannot compete with big rig
20 trucks in collisions and major injury and death often follow. This defendant was also at all times a
21 licensed motor carrier under Federal and State regulations and as such possessed a non-delegable duty
22 to safely transport its own goods, and goods of others, and therefore are vicariously liable as a matter of
23 law for the negligence of defendant MARTIN ANDALUZ ABARCA, the truck driver. Even if
24 licensed as a private carrier, this defendant was certainly licensed and/or acting as a motor carrier and
25 was acting in connection with this load as a "public carrier" by transporting goods for itself and others
26 through drivers retained and controlled by them and are thus liable to third parties for the negligence of
27 defendant MARTIN ANDALUZ ABARCA, the truck driver. This defendant also acted as a broker,
28 freight broker, and logistics coordinator and did so negligently, causing damages to plaintiffs. Among

1 other things, this defendant knowingly hired an unfit driver, defendant MARTIN ANDALUZ
2 ABARCA, who had a history of moving violations and even a DUI.

3 ***C. Liability of the Storage Lot Defendants.***

4 100. The aforementioned truck storage yard and gate/sign were owned, managed, maintained,
5 operated, and designed by defendants VALERIA GERSCH, individually and as Trustee of the Gersch
6 Family Trust, Joseph L. Gersch Family Revocable Trust, Joseph L. Gersch Sole and Separate Property
7 Trust, and Gersch Marital Trust, JOSEPH L. GERSCH, individually and as Trustee of the Gersch
8 Family Trust, Joseph L. Gersch Family Revocable Trust, Joseph K. Gersch Sole and Separate Property
9 Trust, and Gersch Marital Trust, U-HAUL, NAJIB ABDELRAHMAN, ACCESS STORAGE, and
10 DOES 101-200 INCLUSIVE. These defendants failed to maintain their property in a safe condition by,
11 among other things, having a slide gate with a “no left turn” warning sign on it which, when opened,
12 slides the warning out of view of users of the gate, thereby depriving them of a necessary warning prior
13 to entry upon the abutting roadway. Had the warning signage been in view and heeded, the driver of
14 the truck could have been prevented from turning left and the accident could have been avoided.

15 101. In so doing, these defendants acted with conscious disregard for the rights of the public,
16 including decedent, and in a reckless manner with deliberate indifference to public safety.

17 ***D. Liability of the Trailer Defendants.***

18 102. The tractor trailer combination operated by defendant MARTIN ANDALUZ ABARCA
19 consisted of a Freightliner tractor and a Utility trailer. The Utility trailer was manufactured, designed,
20 distributed, sold, retailed, and/or certified by defendants UTILITY TRAILER, UTILITY TRAILER
21 MANUFACTURING COMPANY, UTILITY TRAILER SALES OF UTAH, INC., KALMAR
22 TERMINAL TRACTORS OF UTAH, UTILITY TRAILER SALES OF CENTRAL CALIFORNIA,
23 and DOES 301-400 INCLUSIVE. This trailer lacked an important safety feature: side underride
24 guards/protection, as a result of which the decedent’s vehicle traveled under the side of the trailer
25 during which event the driver, decedent IRVING VALENZUELA sustained severe injuries and
26 ultimately died. Had the side underride guard been placed, the underride of decedent’s vehicle and his
27 resulting injuries and death could have been avoided.

28 103. The issue of side underride is a decades-old, major safety problem facing the American

1 public. Hundreds of people die annually in side underride collisions with commercial vehicles. These
2 fatal accidents can occur to drivers of safe vehicles who are driving at relatively low speeds due to the
3 mismatch between commercial and passenger vehicle structures. In an underride, a passenger vehicle
4 intrudes below the truck or trailer body and the body cuts into the passenger vehicle occupant.
5 Unguarded commercial vehicles also are serious hazards to vulnerable road users (pedestrians, motor
6 cyclists, and bicyclists).

7 104. A significant timeline for the trailer industry is as follows: In 1915, there was a patent
8 issued for a side guard device for motor vehicles; in 1969, the DOT indicated that they intended to add
9 underride protection to the sides of large trucks; in 2013, a study, funded by Volvo, was released on
10 side underride protection; in 2014, the NTSB recommended side guard regulations; and promising side
11 guard solutions have been designed by multiple engineers -- including a side guard successfully crash
12 tested at 40 mph by the IIHS in 2017. Despite all of this, side guards still -- to this day -- have not been
13 mandated by Congress or required by NHTSA or installed on commercial motor vehicles in the U.S.
14 Millions of semitrailers in service in North America are fitted with side skirts that reduce aerodynamic
15 drag but fail to offer any measurable resistance in a collision.

16 105. Especially in urban environments, small vehicles may pass/slide beneath a large
17 commercial vehicle where they can be crushed by the tires/axle structure with catastrophic results.
18 These risks have been understood and countered by the European Union since the late 1980s (EU
19 Union, 1989). North American semitrailers in particular are very dangerous to the motoring public as
20 the body of the trailer is approximately 4 feet above the ground and there is no underbody structure
21 between the landing gear and the rear axles (usually a gap of approximately 25-30 feet).

22 106. In a 2007 Report (pp. 133-135), the Transportation Research Board said:

23 *"A study of fatal crashes between large trucks and cars by the Insurance Institute for*
24 *Highway Safety estimated that front, rear, or side underride occurred in half of these*
25 *crashes. A federal rule to upgrade the rear impact guard standard for new trailers took*
26 *effect in January 1998. Underride in frontal collisions continues to be a major*
27 *problem. Overall, statistically a collision of a light vehicle with a truck is more than*
28 *twice as likely to produce a K or an A injury in the light vehicle than a collision with*

1 another light vehicle. The aggressivity of trucks is caused by their greater mass, the
2 geometric mismatch between trucks and light-vehicle structures, and greater stiffness
3 of trucks in comparison with light vehicles. Some general concepts as possible
4 countermeasures have been proposed by UMTRI to improve the crash outcomes for
5 light-vehicle occupants in collisions with heavy trucks. These are front underride
6 prevention, a crash-attenuating truck front structure, a deflecting front structure, and
7 a layered application of these countermeasures. An added complication for safety
8 technologies is that the beneficiaries of heavy-truck safety are primarily other drivers,
9 not the owners or drivers of the trucks. In a highly competitive business atmosphere,
10 truck buyers are not easily motivated to purchase new technologies solely for the public
11 good. Added equipment that does not contribute to their company's profitability in
12 some way and thereby enable them to compete with other companies that have not
13 purchased the same technologies are unlikely to be adopted. For this reason, many new
14 safety technologies that are developed and demonstrated are very slow to be deployed.
15 Given these realities, the federal government plays an important role in the process of
16 introducing new safety technologies into the commercial market. Large demonstration
17 programs, involving broad involvement of all the suppliers of a given technology and
18 all the medium- to heavy-truck manufacturers are essential to creating both a
19 sufficient body of data and evidence that a product or technology performs well, in
20 addition to a sense within the industry that the product will be cost-effective and,
21 therefore, worth buying. It is a difficult task to create this critical mass and one that
22 often only the government can accomplish. In some cases, regulation may be the only
23 way to achieve significant deployment. Even when there is a general consensus that the
24 total benefits of introduction of a new safety technology would outweigh the total costs,
25 there is still the problem of convincing individual vehicle buyers to pay for societal
26 benefits. A regulatory requirement would level the playing field by requiring all
27 companies to buy the equipment and thus eliminate the competitive financial
28 disparity."

1 107. Other cases against the Utility Trailer defendants have provided these defendants with
2 actual and constructive notice. *Hein v Utility Trailer* is a good case in point. In *Hein*, Riley Hein lost
3 his life in an underride accident involving Utility Trailer. According to the complaint and discovery in
4 that case, the following facts were alleged and shown:

5 *“Defendant Utility Trailer Manufacturing Company designs, manufactures, and is a*
6 *supplier of semitrailers that are used in combination with tractors to haul freight on*
7 *the interstates and other public roadways, including the roadways of New Mexico.*
8 *Defendant Utility Trailer designed, manufactured, and supplied the 53-foot semitrailer*
9 *that was being used by Barkandhi Express driver Satwinder Singhto haul a load of*
10 *frozen bread on November 13, 2015. One of the risks associated with semitrailers is*
11 *that of underride, which occurs when a small passenger vehicle collides with a*
12 *semitrailer and slides under the semitrailer. An underride collision is likely to result*
13 *in death or very serious injury. The dangers associated with underride collisions are*
14 *well documented and have been known to the industry for decades. For each year*
15 *from 2005 to 2015, the Insurance Institute for Highway Safety documented that*
16 *roughly 20% of fatal crashes between tractor-trailers and passenger vehicles involved a*
17 *passenger vehicle that struck the side of a tractor-trailer. The Insurance Institute for*
18 *Highway Safety (IIHS) documented that in 2015, 301 passenger car occupants died in*
19 *collisions involving semitrailers in which a passenger car struck the side of a*
20 *semitrailer. Because of the dangers associated with side underride collisions, trailer*
21 *manufacturers and other designers have developed “side underride guards,” which*
22 *prevent small passenger cars from sliding underneath a semitrailer on impact. A side*
23 *underride guard is a type of bumper that extends downward from the bottom of the*
24 *trailer. A side underride guard can prevent a smaller passenger car from sliding*
25 *underneath the side of the semitrailer. Testing has demonstrated the effectiveness of*
26 *side underride guards in reducing the severity of injuries involved in underride*
27 *collisions. The risk of sliding under a trailer on impact from the side is especially*
28 *reduced when the collision involves a passenger car traveling the same direction as the*

1 trailer, as opposed to a T-bone collision in which the car crashes into the trailer at an
2 approximately 90-degree angle. In the 1960s, a study commissioned by the federal
3 government concluded that the use of side underride guards would reduce or eliminate
4 the occurrence of underride collisions, thereby reducing the severity of crashes in
5 which passenger cars collide with the side of a semitrailer. By 1970, the federal
6 government had called on the industry to voluntarily implement side underride guards
7 in the designs of all newly manufactured semitrailers. A 2012 study published by the
8 IIHS found that strong underride guards reduced the risk of injury in about 90 percent
9 of large truck side crashes involving passenger vehicles and trucks with semitrailers
10 attached. Because of the dangers associated with underride collisions, the federal
11 government requires the use of underride guards on the rear end of all semitrailers,
12 preventing or minimizing the risk of passenger cars sliding underneath the trailer on
13 impact from behind. At least three large cities, New York, Boston, and Seattle, require
14 side underride guards to be used on city-owned or contracted trucks. Although the
15 federal government has not yet adopted a regulation mandating the use of side
16 underride guards, it does mandate the use of underride guards on the rear of trailers.
17 Collisions involving underride on the side of a trailer are just as deadly as collisions
18 involving underride on the rear of a trailer. Organizations including IIHS have found
19 side underride guards to be cost-effective. When combined with an aerodynamic side
20 skirt, which occupies the same length of space between the wheels of a semitrailer, a
21 side underride guard improves the fuel efficiency of the tractor-trailer combination. It
22 was economically feasible for Utility Trailer to equip the semitrailer involved in this
23 case with side underride guards at the time it was designed and manufactured. Over a
24 dozen different designs of side underride guards are available to trailer manufacturers,
25 in addition to the designs offered by some trailer manufacturers themselves. Utility
26 Trailer has the technological capability to equip each trailer it manufactures with a
27 side underride guard. Upon information and belief, Utility Trailer does not routinely
28 manufacture trailers with side underride guards, or recommend retrofitting its trailers

1 *already on the road with such guards. If the Barkandhi Express trailer in this case had*
2 *been equipped with a side underride guard, Riley Hein's car would not have become*
3 *trapped underneath the trailer. Utility Trailer is well aware of the deadly threat its*
4 *trailers without side underride guards pose to the traveling public, having been sued in*
5 *2010 by the estate of a police officer whose Suburban collided head-on with a Utility*
6 *semitrailer and underrode the trailer because of the lack of a side underride guard,*
7 *causing severe injuries ultimately causing the death of the officer. Despite this notice*
8 *of the unreasonably dangerous nature of its trailers without side underride guards,*
9 *Utility Trailer continued to manufacture, market and sell trailers without them."*

10 108. The *Hein* case placed Utility squarely on notice of the problem. However, this is not the
11 only case ever filed against Utility Trailer. There are many others.

12 109. Other cases against Utility Trailers over the last 10 years include, but are not limited, to
13 *Saullo v. Sims, Utility Trailer, et al.*, Allendale County Court of Common Pleas, South Carolina (filed
14 December 2013); *Findley v. Pilgrim's Pride, Utility Trailer, et al.*, Marshall County Circuit Court,
15 Alabama (filed March 2011); *Beane v. Utility Trailer, et al.*, United States District Court, Louisiana
16 (filed May 2009); and *Eberhardt v. Sosa, Utility Trailer, et al.*, 15th Judicial Circuit, Palm Beach,
17 Florida (filed February 2002). Each of these cases provided Utility Trailer with separate but similar
18 notice of the safety issue involving their products.

19 110. Instead of fixing the problem and modifying its trailers, the Utility Trailer defendants
20 chose to spend vast sums of money to lobby **against** any requirement of a side underride guard through
21 a manufacturers lobby organization, namely the Tractor Trailer Manufacturers Association. Utility's
22 general counsel even participated in secret meetings not open to the public. As such Utility Trailer
23 defendants consciously, disregarded public safety and concealed the danger of its products from the
24 general public placing profits before safety.

25 111. In the context of discovery of the *Saullo v. Sims, Utility Trailer, et al.*, Allendale County
26 Court of Common Pleas, South Carolina (filed December 2013); *Findley v. Pilgrim's Pride, Utility*
27 *Trailer, et al.*, Marshall County Circuit Court, Alabama (filed March 2011); *Beane v. Utility Trailer, et*
28 *al.*, United States District Court, Louisiana (filed May 2009); and *Eberhardt v. Sosa, Utility Trailer, et*

1 *al.*, 15th Judicial Circuit, Palm Beach, Florida (filed February 2002) cases, the Utility Trailer defendants
2 admitted or stated the following: (a) Utility Trailer analyzed the effectiveness of the underride guards in
3 the course of the *Beane* case filed in 2009, as well as other litigation, as well as NHTSA studies and
4 data; (b) Utility Trailer learned that the cost in 2018 dollars from a third party manufacturer for side
5 underride guards is roughly \$3,000-\$3,500, but refused and refuses to test the product and/or determine
6 feasibility of retrofit; (c) The cost to install a rear impact guard on a refrigerated trailer is between \$225
7 and \$250.

8 112. In the context of *Hein v Utility Trailer Manufacturing* (UTM), the Utility Trailer
9 defendants made several specific important admissions: For example, Utility responded in sworn
10 discovery responses as follows:

11 *"UTM can admit that in certain situations in which there is excessive underride such*
12 *that the striking vehicle causes some amount of intrusion into the striking vehicle's*
13 *passenger compartment, there may be death or injury. UTM admits that it has been*
14 *made aware of a statement by the Insurance Institute for Highway Safety that in 2015,*
15 *301 of the 1,542 passenger vehicle occupants killed in two-vehicle crashes with a*
16 *tractor-trailer died when their vehicles struck the side of a tractor-trailer" (compared*
17 *with 292 people who died when their passenger vehicles struck the rear of a tractor-*
18 *trailer). UTM admits that it has been made aware of a 2012 statement by the*
19 *Insurance Institute for Highway Safety that "strong side underride guards have the*
20 *potential to reduce injury risk in about three-fourths of large truck side crashes*
21 *producing a fatality or serious injury to a passenger vehicle occupant [and that this]*
22 *proportion increased to almost 90 percent when restricted to crashes with semitrailers.*
23 *UTM admits that it has been made aware of an April 3, 2014 statement by the National*
24 *Transportation Safety Board that recommended "that NHTSA require that newly*
25 *manufactured trailers with GVWRs over 10,000 pounds be equipped with side*
26 *underride protection systems that will reduce underride and injuries to passenger*
27 *vehicle occupants."*

28 113. Upper management at Utility Trailer was involved in the aforementioned decisions and

1 analysis and ratified the Utility Trailer defendants' decisions to continue to market and not retrofit their
2 dangerous products. The following persons and their titles and qualifications were directly involved:
3 (1) Paul Bennett, CEO; (2) Harold Bennett, President; (3) Craig Bennett, Sr. VP of Sales and
4 Marketing; (4) Jeff Bennett, Engineer; (5) Gary Cyr, Vice President of Engineering and Product
5 Development; (6) Bob Dixon, Manager of Testing; (7) Andy Cisanec, Engineer; (8) Joe Kiechler,
6 Engineer; and (9) Jim Jalilvand, Engineer, Supply Chain Manager, Director of Purchasing, and
7 Director of System Operations.

8 ***E. Liability of the Honda Defendants.***

9 114. The aforementioned 2011 Honda Accord operated by decedent IRVING
10 VALENZUELA contained a number of defects rendering it unsafe and defective, as discovery may
11 more fully reveal including, but not limited to, a failure to equip that vehicle with available safety
12 systems.

13 115. The defendants involved in the manufacture, design, distribution, assembly, sale, resale,
14 and/or marketing of the aforementioned 2011 Honda Accord include AMERICAN HONDA MOTOR
15 CO., INC., HONDA R&D AMERICAS, INC., HONDA NORTH AMERICA, INC., HONDA OF
16 AMERICA MFG., INC., HONDA MOTOR CO., LTD., HONDA R&D CO., LTD., STOCKTON
17 HONDA, R&R AUTO GROUP, RANES AND RANES, a business entity, form unknown, and DOES
18 401-449 INCLUSIVE.

19 116. As to defendants AMERICAN HONDA MOTOR CO., INC., HONDA R&D
20 AMERICAS, INC., HONDA NORTH AMERICA, INC., HONDA OF AMERICA MFG., INC.,
21 HONDA MOTOR CO., LTD., HONDA R&D CO., LTD., STOCKTON HONDA, R&R AUTO
22 GROUP, RANES AND RANES, a business entity, form unknown, and DOES 401-449 INCLUSIVE, it
23 is alleged upon information and belief, that, among other things, said defendants owed a duty to
24 plaintiffs, breached that duty to plaintiffs, and was negligent as follows: by manufacturing, distributing,
25 designing, retailing, selling, and entering into the stream of commerce a passenger vehicle which had
26 numerous concealed defects as more fully described elsewhere in this complaint. These decisions by the
27 Honda defendants, whose decisions were ratified by upper management when made.

28 117. Technologies such as CAT (Collison Avoidance Technology) and AEB (Autonomous

Emergency Braking) are technologies that, among other things, warn drivers of motor vehicles of impending collisions through audible and/or visual warnings, aka a forward collision warning system, pre-charges brakes, applies increased braking force in emergency situations, and even applies braking automatically, to avoid collisions and/or lessen their severity. The technology has been available at low cost for many years and employs, among other things, the use of millimeter wave cameras and computer algorithms in conjunction with the vehicle computer system to manage engine performance and brake application. The technology is relatively simple and inexpensive and shares a platform with the already existing "in vehicle" electronic power brake system, electronic throttle and electronic stability control system, the electronic cruise control system with electronic brake application, the parking aid systems, and other engine and brake, vehicle speed and brake management system which have been electronic on most vehicles for many years. Dispute this, many manufactures, including the Honda defendants, have resisted employing the technology throughout their product line and thereby placed profits before safety and have also concealed from the public the benefits of the technology and the fact that there is no risk associated with the technology and that clearly any claimed risk is outweighed by the enormous benefit of the technology. Safety should not be an option. Thus, CAT and AEB should have been standard equipment and should have been installed standard in the 2011 Honda Accord involved in the accident. If CAT and AEB were installed, manufacturing defects existed that caused the CAT and AEB to not function.

118. In fact, the U.S. Government has been urging car and truck companies to implement CAT that has been available for decades, but the industry has in large measure refused to do so despite the fact that the industry is supplied public roads and highways, signs, street lights, and other means which allow the industry to sell its products. Indeed, the National Transportation Safety Board (NTSB) has been a strong proponent for the rapid deployment of CAT systems such as Forward Collision Warning since the mid-1990s and automatic/autonomous emergency braking systems since the early-to-mid 2000s.

119. In a 2001 SAE paper (2001-01-3243) titled "National Transportation Safety Board Accident Investigations and Recommendations on Technologies to Prevent Rear-End Collisions", the NTSB stated in regard to nine rear end crashes that were investigated and resulted in 21 deaths and 182

1 injuries:

2 *Technologies exist today that could have saved these lives...[and that] since 1995, the*
3 *NTSB has recommended the testing and use of collision warning systems (CWS) to*
4 *prevent or alleviate the severity of rear-end crashes.*

5 120. Moreover, a 2004 SAE Paper written many years before the 2011 Honda Accord at issue
6 was designed and built entitled, "Electronically-Scanning Millimeter-Wave RADAR for Forward
7 Objects Detection" written by Kawakubo, Tokoro, Yamada, Kuroda and Kawasaki states that:

8 *a radar based Adaptive Cruise Control (ACC) system, capable of decelerating a vehicle*
9 *in response to a slower moving lead vehicle ...was commercialized in Japan in 1995,*
10 *and is prevailing gradually throughout the world" and that the radar sensor of the*
11 *system...can be applied to a variety of vehicles.*

12 121. In fact, the Honda defendants themselves, prior to the sale, design, distribution,
13 marketing, and manufacture of the 2011 Honda Accord at issue, offered the technology in other
14 vehicles they designed, built, and sold but it appears did not install it on the subject vehicle. The failure
15 to incorporate the technology earlier, and even now, is therefore inexcusable. Pages from the Honda
16 website tout the effectiveness of the technology they even now only sporadically provide, but which
17 have long been available, stating the following about the technology and its effectiveness:

18 "Honda is committed to the safety of its customers—and everybody else on the road. To
19 help keep all drivers safe, we have developed suites of features for both the Honda and
20 Acura automotive brands to assist drivers in lowering the risk of collisions. Read on
21 below to see exactly how we make vehicles that think.

22 ***Adaptive Cruise Control (ACC)***

23 Conventional cruise control has always been welcome on long highway trips but is of
24 little use on an urban driver's daily commute. Available Adaptive Cruise Control (ACC)
25 allows the driver to set a desired speed but also maintain a desired following interval to a
26 vehicle detected ahead so you enjoy the benefits of cruise control in light traffic.

27 ***Collision Mitigation Braking System™ (CMBS™)***

28 To help reduce the likelihood or severity of a frontal impact, Honda developed the

1 **Collision Mitigation Braking System™ (CMBSTM).**

2 *Powered by a combination of radar transmitter and forward-facing camera, the*
3 *CMBSTM determines the distance and closing speed of detected objects that lie directly*
4 *ahead. If the system determines there is a potential for a crash, it will alert the driver to*
5 *take action via audible and visual warnings and, in some models, a light tug of the seat*
6 *belt. If the driver does reduce speed or take other avoidance actions, the CMBSTM will*
7 *begin light braking.*

8 *If the system senses that a frontal collision is unavoidable, and even if no prior alerts*
9 *have been given or light braking applied, the CMBSTM will automatically apply strong*
10 *braking to help reduce the impact velocity and collision force; in some models, the*
11 *front seat belts also will be tightened to help ensure proper occupant positioning.*

12 **Forward Collision Warning (FCW)**

13 *If momentarily distracted, a state-of-the-art warning system can alert the driver to a*
14 *potentially dangerous situation ahead. The Forward Collision Warning (FCW)*
15 *system—using both visual and audible warning—alerts the driver to a potential*
16 *collision with a vehicle detected ahead.*

17 *FCW can detect vehicles directly in front of the vehicle. If the distance between the two*
18 *vehicles is diminishing, the system compares the vehicles' current speeds to determine*
19 *if a collision may occur.*

20 *To alert the driver to apply the brakes, FCW issues a beeping sound and flashes an*
21 *amber "Brake" message in the Multi-Information Display. To avoid unnecessary*
22 *warnings, the FCW will not operate at speeds below 3 mph.**

23 **Lane Keeping Assist System (LKAS)**

24 *Using a forward-facing camera mounted above the inside rearview mirror, the Lane*
25 *Keeping Assist System (LKAS) works proactively to keep the vehicle centered in a*
26 *detected lane.*

27 *If the LKAS system has been engaged and you start to drift away from the middle of the*
28 *lane, it will gently apply steering torque and help guide the car back to the center of the*

1 lane.

2 The system will not steer the car indefinitely. If it senses no steering input from the driver
3 for a certain period of time, the system presents a message instructing the driver to begin
4 steering again.

5 ***Road Departure Mitigation (RDM)***

6 The Road Departure Mitigation system uses a camera to identify lane markers such as
7 painted lane lines, Botts Dots and cat eye markers.

8 When the system detects the vehicle is about to leave the road or lane marked by solid
9 lines, it warns the driver with visual and audible warnings; on some models, it will also
10 tug the front seat belt.

11 If the driver fails to take action and the system determines the vehicle had crossed
12 outside of the marked lane, it can apply moderate torque to the steering in an attempt to
13 guide the vehicle back into its detected lane. If it determines that steering
14 assistance will not suffice, it will apply braking to help keep the vehicle from
15 leaving the roadway altogether.

16 122. According to *Wikipedia*--a trusted, peer reviewed and supported database--the Honda
17 defendants have had a significant history with Collision Avoidance Technology (CAT) starting no later
18 than 2003 when:

19 ***Honda introduced an autonomous braking (Collision Mitigation Brake System CMBS,***
20 ***originally CMS) front collision avoidance system on the Inspire and later in Acura,***
21 ***using a radar-based system to monitor the situation ahead and provide brake***
22 ***assistance if the driver reacts with insufficient force on the brake pedal after a warning***
23 ***in the instrument cluster and a tightening of the seat belts.[38][39] The Honda system***
24 ***was the first production system to provide automatic braking.[39] The 2003 Honda***
25 ***system also incorporated an "E-Pretensioner", which worked in conjunction with the***
26 ***CMBS system with electric motors on the seat belts. When activated, the CMBS has***
27 ***three warning stages. The first warning stage includes audible and visual warnings to***
28 ***brake. If ignored, the second stage would include the E-Pretensioner's tugging on the***

1 *shoulder portion of the seat belt two to three times as an additional tactile warning to*
2 *the driver to take action. The third stage, in which the CMBS predicts that a collision is*
3 *unavoidable, includes full seat belt slack takeup by the E-Pretensioner for more*
4 *effective seat belt protection and automatic application of the brakes to lessen the*
5 *severity of the predicted crash. The E-Pretensioner would also work to reduce seat belt*
6 *slack whenever the brakes are applied and the brake assist system is activated.*

7 123. The aforementioned 2011 Honda Accord, therefore, contained a number of defects
8 rendering it unsafe and defective, as discovery may more fully reveal, including, but not limited to, a
9 failure to equip that vehicle with available safety systems. Despite the availability and use in vehicles,
10 including other Honda vehicles in both passenger cars and trucks of Collision Avoidance Technology
11 (CAT) including, but not limited to, Autonomous Emergency Braking “(AEB)” for many years prior to
12 the design and production of the 2011 Honda Accord involved in the accident, it appears that the 2011
13 Honda Accord did not have that technology installed in it. If it did, the technology did not function, or
14 function properly. Both CAT and AEB are technologies that, among other things, warns drivers of
15 motor vehicles of impending collisions through audible and/or visual warnings, aka a forward collision
16 warning system, it pre-charges brakes, applies increased braking force in emergency situations, and even
17 applies braking automatically to avoid collisions and/or lessen their severity. The technology has been
18 available at low cost for many years and employs, among other things, the use of millimeter wave
19 cameras and computer algorithms in conjunction with the vehicle computer system to manage engine
20 performance and brake application. The technology is relatively simple and inexpensive and shares a
21 platform with the already existing “in vehicle” electronic power brake system, electronic throttle and
22 electronic stability control system, the electronic cruise control system with electronic brake application,
23 the parking aid systems, and other engine and brake, vehicle speed and brake management system which
24 have been electronic on most vehicles for many years. Despite this, many manufactures, including the
25 Honda defendants, have resisted employing the technology throughout their product line and thereby
26 placed profits before safety and have also concealed from the public the benefits of the technology and
27 that fact that there is no risk associated with the technology and that clearly any claimed risk is
28 outweighed by the enormous benefit of the technology. Safety should not be an option. Thus,

1 technology should have been standard equipment and should have been installed standard in the 2011
2 Honda Accord involved in the accident. If CAT and AEB were installed, manufacturing defects existed
3 that caused the CAT and AEB to not function.

4 124. Even as of 2017, the Honda defendants failed to incorporate the technology into all their
5 vehicles despite the Honda defendants' knowledge of the value and effectiveness of the technology. This
6 decision evinces a conscious disregard for public safety and a choice to place profits before public
7 safety.

8 125. Prior to the design and manufacture of the 2011 Honda Accord at issue, Honda offered
9 the technology in other vehicles they designed, built, and sold but it appears did not install it on the
10 subject vehicle, despite it having been shown effective in demonstrative testing. Plaintiffs are in
11 possession of sworn testimony taken in July of 2017 of Mary Sue Christopherson, a former employee of
12 the Honda defendants--now a Toyota employee--who testified in summary regarding the CAT and AEB
13 systems developed by Honda for its passenger vehicles as follows:

14 ***SUMMARY: She experienced CAT and AEB under the moniker CMBS which stood***
15 ***for Collision Mitigation Braking Systems at that time. She was involved in the testing***
16 ***of a Honda product sold under the Acura banner and was a passenger in a test vehicle***
17 ***in the late 2000's, most probably 2007 to 2009, in Torrance, California, when the***
18 ***vehicle was driven on a track towards a balloon car (a stationary object that has a***
19 ***façade on it that gives the appearance of the back of a vehicle, but is stationary***
20 ***cardboard) in a demonstration designed to indicate the capacities of a new automatic***
21 ***braking system that was coming out. Despite being aimed at the balloon car, and***
22 ***driven directly at it, it did not strike the balloon simulated car, i.e., its target,***
23 ***demonstrating the effectiveness of the system, and according to Ms. Christopherson, "it***
24 ***did what it was supposed to do and was to her an impressive function."*** Despite the
25 ***effectiveness of Honda's version of CAT and AEB, the aforementioned CMBS was***
26 ***apparently not installed or not functioning in the decedent's 2011 Honda Accord.***

27 126. Accordingly, despite the availability and use in vehicles, including other Honda vehicles,
28 of Collison Avoidance Technology (CAT) for many years prior to the design and production of the 2011

1 Honda Accord involved in the accident, it appears that the 2011 Honda Accord did not have that
2 technology installed in it. If it did, the technology did not function or did not function properly. If the
3 CAT and/or AEB technology was in fact installed--it did not work, implicating both manufacturing
4 and/or design defects as discovery may reveal. More likely, it appears the technology was not installed
5 and may not have been offered on the vehicle, as discovery may show.

6 127. The failure to install as standard, or even offer as an option, CAT and/or AEB on the
7 2011 Honda Accord was inexcusable and wrongful conduct by the Honda defendants. The failure to
8 install CAT was also a substantial factor in causing the damages sustained by plaintiffs as it was
9 intentional and involved malice, fraud, concealment, and deliberate failure to install inexpensive,
10 available safety technology was sufficiently despicable to warrant punitive damages. Had the
11 technology been installed the collision could have been avoided.

12 128. Investigation has also revealed that the vehicle in which the decedent was travelling, the
13 aforementioned 2011 Honda Accord, contained a number of defects rendering it not crashworthy.
14 Without limiting the generality of the foregoing, the 2011 Honda Accord had insufficient defective
15 restraints and a restraint system, failed seats, including the front seats; lack of crashworthiness; airbags
16 that failed to deploy; intrusion issues; and potentially malfunctioning seat belt tensioners. These
17 problems, and potentially others, including design and manufacturing flaws, rendered the 2011 Honda
18 Accord involved in this accident less than crashworthy and unsafe as a result, and a substantial factor in
19 causing plaintiffs' damages. The Honda defendants thereby tortious sold, distributed, and designed the
20 2011 Honda Accord and failed to recall decedent's vehicle or repair it or warn the decedent concerning
21 its defects and dangers.

22 129. The conscious choice to not equip the 2011 Honda Accord with CAT and/or AEB was
23 deliberate and made with knowing, conscious disregard of the public safety, placing profits before
24 human lives, and was made and ratified by upper management including Rick Shostek, executive VP at
25 Honda, who has been with the company for 32 years.

26 130. There are additional facts which await discovery and investigation in this matter.
27 However, this lawsuit seeks compensatory damages for the plaintiffs' enormous losses, as well as
28 punitive damages based upon the gross negligence, recklessness, concealment, fraud, and intentional

wrongdoing of various defendants.

iii.

VENUE & JURISDICTION

131. This Court has jurisdiction to hear the subject matter of this complaint. This Court also has jurisdiction over each defendant, as the occurrences alleged herein happened in California. Venue is proper in this Court because at least one defendant is domiciled in the County in which this action is filed and/or because some, or all, of the violations of law which form the basis for this action occurred in the County in which this action is filed.

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1 FIRST CAUSE OF ACTION

2 BY PLAINTIFFS

3 JAIME VALENZUELA, individually, and as successor in interest to IRVING VALENZUELA,
4 deceased; TAMMY MARTINEZ, individually and as successor in interest to IRVING
5 VALENZUELA, deceased;

6 AS AGAINST

7 MARTIN ANDALUZ ABARCA, ERICK'S TRANSPORTATION, INC., HUMBERTO
8 MAZARIEGOS,
9 and DOES 1-100 INCLUSIVE;

10 VALERIA GERSCH, individually and as Trustee of the Gersch Family Trust, Joseph L. Gersch Family
11 Revocable Trust, Joseph L. Gersch Sole and Separate Property Trust, and Gersch Marital Trust;
12 JOSEPH L. GERSCH, individually and as Trustee of the Gersch Family Trust, Joseph L. Gersch
13 Family Revocable Trust, Joseph K. Gersch Sole and Separate Property Trust, and Gersch Marital Trust;
14 U-HAUL, a business entity, form unknown; NAJIB ABDELRAHMAN, ACCESS STORAGE,
15 and DOES 201-300 INCLUSIVE;

16 H-MART, CH ROBINSON TRANSPORTATION COMPANY, INC., CH ROBINSON COMPANY,
17 INC., CH ROBINSON, CH ROBINSON WORLDWIDE, C.H. ROBINSON COMPANY, C.H.
18 ROBINSON OPERATING COMPANY LLC, C.H. ROBINSON RECEIVABLES, LLC, C.H.
19 ROBINSON TRANSPORTATION COMPANY, INC., C.H. ROBINSON WORLDWIDE, INC., C.H.
20 ROBINSON COMPANY INC., C.H. ROBINSON INTERNATIONAL, INC., C.H. ROBINSON
21 PROJECT LOGISTICS, INC., C.H. ROBINSON FREIGHT SERVICES, LTD., C.H. ROBINSON
22 CARRIER SERVICES, ROBINSON FRESH, ROBINSON FRESH LA SERVICE CENTER,
23 ROBINSON FRESH WEST, INC., CHELEAN FRUIT, CHILEAN FRESH MARKETING, CHELAN
24 FRESH MARKETING, CHELAN FRUIT BEEBE, COLUMBIA REACH, COLUMBIA REACH
25 PACK, TROUT-BLUE CHELAN-MAGI, INC., ONETA TRADING CORPORATION,
26 FOODSOURCE, INC.,

27 and DOES 301-400 INCLUSIVE;

28 FOR NEGLIGENCE/RECKLESS CONDUCT

1 132. Plaintiffs repeat, reiterate, and re-allege each and every fact and/or allegation set forth in
2 the prior paragraphs of this complaint with the same force and effect as though more fully set forth at
3 length herein.

4 133. Defendants, and each of them, owed plaintiffs a duty of care which they breached, in
5 some manner, proximately causing injuries and damages to plaintiffs as hereinafter alleged.

6 134. Without limiting the generality or specificity of the foregoing, defendants sued in this
7 cause of action were careless and negligent and/or fell below an applicable standard of care in some
8 manner, so as to proximately cause, as a substantial factor, injury and/or damage to plaintiffs, the nature
9 and extent of which acts and/or omissions awaits discovery and investigation.

10 135. In contrast, at said time and place, plaintiffs and decedent was/were acting with due
11 caution, attention and care and did not in any way contribute to or cause the collision and/or injuries as
12 described hereinafter.

13 136. As a proximate result of various acts and omissions on the part of the defendants, and
14 each of them, decedent IRVING VALENZUELA was killed. His death was a proximate result of the
15 breach of duty and wrongful acts and omissions of the defendants, and each of them. As a result of
16 decedent's death, plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ have been caused to
17 lose, among other things, the love, affection, support, comfort, society, financial support and more of
18 the decedent upon whom they were and/or would have been dependent and also that plaintiffs incurred
19 bills and out of pocket damages and losses, to their great detriment, including but not limited to funeral
20 bills.

21 137. Plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ's injuries and damages
22 were a proximate result of any wrongdoing of the defendants and each of them and was not in any way
23 or manner the result of wrongdoing, comparative fault, or any assumption of risk on plaintiffs' or
24 decedent's part.

25 138. By reason of the foregoing, plaintiffs have been damaged in sums which exceed the
26 jurisdictional limits of all lower courts which would otherwise have jurisdiction, which amounts will be
27 shown according to proof at time of trial.

28 //

1 SECOND CAUSE OF ACTION

2 BY PLAINTIFFS

3 JAIME VALENZUELA, individually, and as successor in interest to IRVING VALENZUELA,
4 deceased; TAMMY MARTINEZ, individually and as successor in interest to IRVING
5 VALENZUELA, deceased;

6 AS AGAINST

7 UTILITY TRAILER, UTILITY TRAILER MANUFACTURING COMPANY, UTILITY TRAILER
8 SALES OF UTAH, INC., KALMAR TERMINAL TRACTORS OF UTAH, UTILITY TRAILER
9 SALES OF CENTRAL CALIFORNIA,

10 and DOES 301-400 INCLUSIVE;

11 AMERICAN HONDA MOTOR CO., INC., HONDA R&D AMERICAS, INC., HONDA NORTH
12 AMERICA, INC., HONDA OF AMERICA MFG., INC., HONDA MOTOR CO., LTD., HONDA
13 R&D CO., LTD., STOCKTON HONDA, R&R AUTO GROUP, RANES AND RANES,

14 and DOES 401-449 INCLUSIVE;

15 FOR PRODUCTS LIABILITY - NEGLIGENCE

16 139. Plaintiffs repeat, reiterate and re-allege each and every fact and/or allegation set forth in
17 the prior paragraphs of this complaint with the same force and effect as though more fully set forth at
18 length herein.

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

28 141. Upon information and belief, it is further alleged (1) that each defendant manufactured,

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

14 142. Without limiting the generality of the foregoing, defendants, and each of them,
15 manufactured, constructed, assembled, marketed, designed, delivered, distributed, built, packaged,
16 and/or inspected, various products, including subcomponent parts thereof, as well as systems therein
17 and as such, said defendants and each of them were charged with, among other things, a duty to
18 exercise due and reasonable care in, among other things, the manufacture, construction, assembly,
19 design, delivery, marketing, distribution, building, packaging, and/or inspection of the products.
20 Nevertheless, defendants caused and allowed the products to contain various defects and, as such, the
21 defendants and each of them breached their respective duties of reasonable care, and were careless,
22 reckless, and/or negligent in causing and allowing the products to enter the stream of commerce and be
23 sold and were further careless, reckless, and/or negligent in causing and allowing the products to
24 persons, which contained various dangers and defects, including, but not limited to, the defects set forth
25 above, of which defendants, and each of them, were well aware and all of which defendants, and each
26 of them, failed to remedy and which exposed plaintiffs to an unreasonable risk of harm and injury.

27 143. Defendants, and each of them, had both actual and/or constructive notice of the dangers
28 with their products and their respective component parts, a sufficient period of time prior to the

1 happening of the incident mentioned hereinbefore, such that defendants should have remedied the same
2 in a proper timely fashion, but that defendants did not do so, and that defendants, and each of them,
3 acted wrongfully by, among other things, one or more of the following: failing to properly design,
4 construct, assemble, manufacture, market, and/or inspect products; by failing to properly install,
5 maintain, and/or retail products; negligently selecting, retaining, and/or supervising component part
6 manufacturers; and that defendants were otherwise careless and negligent and/or failed to warn of
7 dangerous defects in the products.

8 144. As a proximate result of various acts and omissions on the part of the defendants, and
9 each of them, decedent IRVING VALENZUELA was killed. His death was a proximate result of the
10 breach of duty and wrongful acts and omissions of the defendants, and each of them. As a result of
11 decedent's death, plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ have been caused to
12 lose, among other things, the love, affection, support, comfort, society, financial support and more of
13 the decedent upon whom they were and/or would have been dependent and also that plaintiffs incurred
14 bills and out of pocket damages and losses, to their great detriment, including but not limited to funeral
15 bills.

16 145. Plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ's injuries and damages
17 were a proximate result of any wrongdoing of the defendants and each of them and was not in any way
18 or manner the result of wrongdoing, comparative fault, or any assumption of risk on plaintiffs' or
19 decedent's part.

20 146. By reason of the foregoing, plaintiffs have been damaged in sums which exceed the
21 jurisdictional limits of all lower courts which would otherwise have jurisdiction, which amounts will be
22 shown according to proof at time of trial.

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1 THIRD CAUSE OF ACTION

2 BY PLAINTIFFS

3 JAIME VALENZUELA, individually, and as successor in interest to IRVING VALENZUELA,

4 deceased; TAMMY MARTINEZ, individually and as successor in interest to IRVING

5 VALENZUELA, deceased;

6 AS AGAINST

7 UTILITY TRAILER, UTILITY TRAILER MANUFACTURING COMPANY, UTILITY TRAILER

8 SALES OF UTAH, INC., KALMAR TERMINAL TRACTORS OF UTAH, UTILITY TRAILER

9 SALES OF CENTRAL CALIFORNIA,

10 and DOES 301-400 INCLUSIVE;

11 AMERICAN HONDA MOTOR CO., INC., HONDA R&D AMERICAS, INC., HONDA NORTH

12 AMERICA, INC., HONDA OF AMERICA MFG., INC., HONDA MOTOR CO., LTD., HONDA

13 R&D CO., LTD., STOCKTON HONDA, R&R AUTO GROUP, RANES AND RANES,

14 and DOES 401-449 INCLUSIVE;

15 FOR PRODUCTS LIABILITY - FAILURE TO WARN

16 147. Plaintiffs repeat, reiterate and re-allege each and every fact and/or allegation set forth in
17 the prior paragraphs of this complaint with the same force and effect as though more fully set forth at
18 length herein.

19 148. Plaintiffs are informed and believes and thereon alleges: (1) that each defendant
20 manufactured, designed, distributed, and/or sold products, and their respective component parts; (2)
21 that the products had potential risks, side effects, and/or reactions to stimuli that were known or
22 knowable to defendants by the use of scientific knowledge available at the time of the product's
23 manufacture, design, distribution, and/or sale; (3) that the potential risk, side effects, and/or reactions
24 presented a substantial danger to users of the products including, but not limited to, the products and
25 their respective component parts; (4) that ordinary consumers would not have recognized the potential
26 risks, side effects, and/or reactions; (5) that defendants failed to adequately warn or instruct of the
27 potential risks, side effects, and/or reactions; (6) that the products were used in a way that was
28 reasonably foreseeable to defendants; (7) that plaintiffs were harmed; and (8) that lack of sufficient

1 instructions and/or warnings were substantial factors in causing plaintiffs' harm.

2 149. As a proximate result of the various aforementioned acts and omissions on the part of
3 the defendants, and each of them, decedent IRVING VALENZUELA was killed. His death was a
4 proximate result of the breach of duty and wrongful acts and omissions of the defendants, and each of
5 them. As a result of decedent's death, plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ
6 have been caused to lose, among other things, the love, affection, support, comfort, society, financial
7 support and more of the decedent upon whom they were and/or would have been dependent and also
8 that plaintiffs incurred bills and out of pocket damages and losses, to their great detriment, including
9 but not limited to funeral bills.

10 150. Plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ's injuries and damages
11 were a proximate result of any wrongdoing of the defendants and each of them and was not in any way
12 or manner the result of wrongdoing, comparative fault, or any assumption of risk on plaintiffs' or
13 decedent's part.

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

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1 FOURTH CAUSE OF ACTION

2 BY PLAINTIFFS

3 JAIME VALENZUELA, individually, and as successor in interest to IRVING VALENZUELA,

4 deceased; TAMMY MARTINEZ, individually and as successor in interest to IRVING

5 VALENZUELA, deceased;

6 AS AGAINST

7 UTILITY TRAILER, UTILITY TRAILER MANUFACTURING COMPANY, UTILITY TRAILER

8 SALES OF UTAH, INC., KALMAR TERMINAL TRACTORS OF UTAH, UTILITY TRAILER

9 SALES OF CENTRAL CALIFORNIA,

10 and DOES 301-400 INCLUSIVE;

11 AMERICAN HONDA MOTOR CO., INC., HONDA R&D AMERICAS, INC., HONDA NORTH

12 AMERICA, INC., HONDA OF AMERICA MFG., INC., HONDA MOTOR CO., LTD., HONDA

13 R&D CO., LTD., STOCKTON HONDA, R&R AUTO GROUP, RANES AND RANES,

14 and DOES 401-449 INCLUSIVE;

15 FOR PRODUCTS LIABILITY - STRICT LIABILITY

16 152. Plaintiffs repeat, reiterate and re-allege each and every fact and/or allegation set forth in
17 the prior paragraphs of this complaint with the same force and effect as though more fully set forth at
18 length herein.

19 153. Plaintiffs are informed and believe and thereon allege: (1) that defendants, and each of
20 them, manufactured, distributed, designed, and/or sold products and their respective component parts;
21 (2) that the products and their respective component parts contained a manufacturing and/or design
22 defect, or both, when it left defendants' possession; (3) that plaintiffs were harmed; and (4) that the
23 products' defective design, manufacture, or both, was/were (a) substantial factor(s) in causing
24 plaintiffs' harm.

25 154. Among other things, plaintiffs allege that the design of the products including, but not
26 limited to, the products and their respective component parts were defective because the products and
27 their respective component parts did not perform as safely as an ordinary consumer would have
28 expected them to perform.

1 155. Plaintiffs are further informed and believes and thereon alleges that the risks of the
2 design of the products, and their respective component parts, as designed, far outweighed any benefits
3 of the products' design, given, among other things, (a) the gravity of the potential harm resulting from
4 the use of the product; (b) the likelihood that this harm would occur; (c) the feasibility of an alternative
5 safer design at the time of manufacture; (d) the cost of an alternative design; (e) the disadvantages of an
6 alternative design; and (f) other relevant factor(s) and considerations.

7 156. As a proximate result of various acts and omissions on the part of the defendants, and
8 each of them, decedent IRVING VALENZUELA was killed. His death was a proximate result of the
9 breach of duty and wrongful acts and omissions of the defendants, and each of them. As a result of
10 decedent's death, plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ have been caused to
11 lose, among other things, the love, affection, support, comfort, society, financial support and more of
12 the decedent upon whom they were and/or would have been dependent and also that plaintiffs incurred
13 bills and out of pocket damages and losses, to their great detriment, including but not limited to funeral
14 bills.

15 157. Plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ's injuries and damages
16 were a proximate result of any wrongdoing of the defendants and each of them and was not in any way
17 or manner the result of wrongdoing, comparative fault, or any assumption of risk on plaintiffs' or
18 decedent's part.

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

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1 FIFTH CAUSE OF ACTION

2 BY PLAINTIFFS

3 JAIME VALENZUELA, individually, and as successor in interest to IRVING VALENZUELA,

4 deceased; TAMMY MARTINEZ, individually and as successor in interest to IRVING

5 VALENZUELA, deceased;

6 AS AGAINST

7 UTILITY TRAILER, UTILITY TRAILER MANUFACTURING COMPANY, UTILITY TRAILER

8 SALES OF UTAH, INC., KALMAR TERMINAL TRACTORS OF UTAH, UTILITY TRAILER

9 SALES OF CENTRAL CALIFORNIA,

10 and DOES 301-400 INCLUSIVE;

11 AMERICAN HONDA MOTOR CO., INC., HONDA R&D AMERICAS, INC., HONDA NORTH

12 AMERICA, INC., HONDA OF AMERICA MFG., INC., HONDA MOTOR CO., LTD., HONDA

13 R&D CO., LTD., STOCKTON HONDA, R&R AUTO GROUP, RANES AND RANES,

14 and DOES 401-449 INCLUSIVE;

15 FOR PRODUCTS LIABILITY - BREACH OF WARRANTIES

16 159. Plaintiffs repeat, reiterate and re-allege each and every fact and/or allegation set forth in
17 the prior paragraphs of this complaint with the same force and effect as though more fully set forth at
18 length herein.

19 160. Plaintiffs are informed and believe and thereon allege that defendants: (1) made a
20 statement of fact, and/or a promise to, which was received by plaintiffs that the products were safe and
21 fit for use; (2) that the products include its/their component parts; (3) that the defendants
22 gave/sold/supplied to plaintiffs a sample or model of the product and its component parts; (4) that the
23 products and its component parts did not perform as stated/promised and/or did not meet the quality of
24 the description/sample/model provided to plaintiffs; (5) that, by this lawsuit, plaintiffs have taken
25 reasonable steps to notify defendants within a reasonable time that the products including, but not
26 limited to, the product and its component parts were not as represented, whether or not defendants
27 received such notice; (6) that plaintiffs were harmed; and (7) that the failure of the products including,
28 but not limited to, the product and its component parts to be as represented was a substantial factor in

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

22 161. As a proximate result of various acts and omissions on the part of the defendants, and
23 each of them, decedent IRVING VALENZUELA was killed. His death was a proximate result of the
24 breach of duty and wrongful acts and omissions of the defendants, and each of them. As a result of
25 decedent's death, plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ have been caused to
26 lose, among other things, the love, affection, support, comfort, society, financial support and more of
27 the decedent upon whom they were and/or would have been dependent and also that plaintiffs incurred
28 bills and out of pocket damages and losses, to their great detriment, including but not limited to funeral

1 bills.

2 162. Plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ's injuries and damages
3 were a proximate result of any wrongdoing of the defendants and each of them and was not in any way
4 or manner the result of wrongdoing, comparative fault, or any assumption of risk on plaintiffs' or
5 decedent's part.

6 163. By reason of the foregoing, plaintiffs have been damaged in sums which exceed the
7 jurisdictional limits of all lower courts which would otherwise have jurisdiction, which amounts will be
8 shown according to proof at time of trial.

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1 SIXTH CAUSE OF ACTION

2 BY PLAINTIFFS

3 JAIME VALENZUELA, individually, and as successor in interest to IRVING VALENZUELA,
4 deceased; TAMMY MARTINEZ, individually and as successor in interest to IRVING
5 VALENZUELA, deceased;

6 AS AGAINST

7 UTILITY TRAILER, UTILITY TRAILER MANUFACTURING COMPANY, UTILITY TRAILER
8 SALES OF UTAH, INC., KALMAR TERMINAL TRACTORS OF UTAH, UTILITY TRAILER
9 SALES OF CENTRAL CALIFORNIA,

10 and DOES 301-400 INCLUSIVE;

11 AMERICAN HONDA MOTOR CO., INC., HONDA R&D AMERICAS, INC., HONDA NORTH
12 AMERICA, INC., HONDA OF AMERICA MFG., INC., HONDA MOTOR CO., LTD., HONDA
13 R&D CO., LTD., STOCKTON HONDA, R&R AUTO GROUP, RANES AND RANES,

14 and DOES 401-449 INCLUSIVE;

15 FOR PRODUCTS LIABILITY - MISREPRESENTATION/CONCEALMENT

16 164. Plaintiffs repeat, reiterate and re-allege each and every fact and/or allegation set forth in
17 the prior paragraphs of this complaint with the same force and effect as though more fully set forth at
18 length herein.

19 165. Plaintiffs are informed and believes and thereon alleges that: (1) defendants represented
20 expressly and/or impliedly to plaintiffs 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 plaintiffs rely on the representation; (5) that plaintiffs reasonably relied on defendants'
25 representation; (6) that plaintiffs were harmed; and (7) that plaintiffs' reliance on defendants'
26 representations was a substantial factor in causing plaintiff's harm.

27 166. Moreover, plaintiffs are informed and believes and thereon alleges that: (1) the
28 relationship between plaintiffs and defendants was such that a duty to disclose material facts and

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

9 167. Without limiting the generality of the foregoing paragraphs, plaintiffs are informed and
10 believe 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 plaintiffs
14 reasonably and actually relied thereon in purchasing and using the product and its component parts to
15 plaintiffs' detriment, suffering severe injuries and damages. In so doing, the defendants acted
16 intentionally, with malice, and with conscious disregard for the rights, safety and wellbeing of others,
17 most particularly the plaintiffs.

18 168. As a proximate result of various acts and omissions on the part of the defendants, and
19 each of them, decedent IRVING VALENZUELA was killed. His death was a proximate result of the
20 breach of duty and wrongful acts and omissions of the defendants, and each of them. As a result of
21 decedent's death, plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ have been caused to
22 lose, among other things, the love, affection, support, comfort, society, financial support and more of
23 the decedent upon whom they were and/or would have been dependent and also that plaintiffs incurred
24 bills and out of pocket damages and losses, to their great detriment, including but not limited to funeral
25 bills.

26 169. Plaintiffs JAIME VALENZUELA and TAMMY MARTINEZ's injuries and damages
27 were a proximate result of any wrongdoing of the defendants and each of them and was not in any way
28 or manner the result of wrongdoing, comparative fault, or any assumption of risk on plaintiffs' or

1 decedent's part.

2 170. By reason of the foregoing, plaintiffs have 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.

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1 SEVENTH CAUSE OF ACTION:

2 BY PLAINTIFFS

3 JAIME VALENZUELA as successor in interest to IRVING VALENZUELA, deceased;

4 TAMMY MARTINEZ, as successor in interest to IRVING VALENZUELA, deceased;

5 AS AGAINST

6 MARTIN ANDALUZ ABARCA, ERICK'S TRANSPORTATION, INC., HUMBERTO

7 MAZARIEGOS,

8 and DOES 1-100 INCLUSIVE;

9 VALERIA GERSCH, individually and as Trustee of the Gersch Family Trust, Joseph L. Gersch Family

10 Revocable Trust, Joseph L. Gersch Sole and Separate Property Trust, and Gersch Marital Trust;

11 JOSEPH L. GERSCH, individually and as Trustee of the Gersch Family Trust, Joseph L. Gersch

12 Family Revocable Trust, Joseph K. Gersch Sole and Separate Property Trust, and Gersch Marital Trust;

13 U-HAUL, NAJIB ABDELRAHMAN, ACCESS STORAGE,

14 and DOES 101-200 INCLUSIVE;

15 H-MART, CH ROBINSON TRANSPORTATION COMPANY, INC., CH ROBINSON COMPANY,

16 INC., CH ROBINSON, CH ROBINSON WORLDWIDE, C.H. ROBINSON COMPANY, C.H.

17 ROBINSON OPERATING COMPANY LLC, C.H. ROBINSON RECEIVABLES, LLC, C.H.

18 ROBINSON TRANSPORTATION COMPANY, INC., C.H. ROBINSON WORLDWIDE, INC., C.H.

19 ROBINSON COMPANY INC., C.H. ROBINSON INTERNATIONAL, INC., C.H. ROBINSON

20 PROJECT LOGISTICS, INC., C.H. ROBINSON FREIGHT SERVICES, LTD., C.H. ROBINSON

21 CARRIER SERVICES, ROBINSON FRESH, ROBINSON FRESH LA SERVICE CENTER,

22 ROBINSON FRESH WEST, INC., CHELEAN FRUIT, CHILEAN FRESH MARKETING, CHELAN

23 FRESH MARKETING, CHELAN FRUIT BEEBE, COLUMBIA REACH, COLUMBIA REACH

24 PACK, TROUT-BLUE CHELAN-MAGI, INC., ONETA TRADING CORPORATION,

25 FOODSOURCE, INC.,

26 and DOES 201-300 INCLUSIVE;

27 UTILITY TRAILER, UTILITY TRAILER MANUFACTURING COMPANY, UTILITY TRAILER

28 SALES OF UTAH, INC., KALMAR TERMINAL TRACTORS OF UTAH, UTILITY TRAILER

1 SALES OF CENTRAL CALIFORNIA,

2 and DOES 301-400 INCLUSIVE;

3 AMERICAN HONDA MOTOR CO., INC., HONDA R&D AMERICAS, INC., HONDA NORTH
4 AMERICA, INC., HONDA OF AMERICA MFG., INC., HONDA MOTOR CO., LTD., HONDA
5 R&D CO., LTD., STOCKTON HONDA, R&R AUTO GROUP, RANES AND RANES,

6 and DOES 401-449 INCLUSIVE;

7 FOR A SURVIVAL ACTION

8 171. Plaintiffs repeat, reiterate and re-allege each and every fact and/or allegation set forth in
9 the prior paragraphs of this complaint with the same force and effect as though more fully set forth at
10 length herein.

11 172. As a proximate result of the incident described herein above, decedent IRVING
12 VALENZUELA was caused significant compensatory damages including, but not limited to,
13 significant property damage including, but not limited to, damage to decedent's clothing and personal
14 effects, as well as medical bills, loss of earnings and earnings capacity, and further that decedent
15 survived the incident for some period of time prior to death, and that decedent was conscious and aware
16 of decedent's plight before succumbing, as well as other damages that decedent would have been able
17 to recover for had the decedent lived.

18 173. By decedent's death, decedent left various relatives, including plaintiffs JAIME
19 VALENZUELA and TAMMY MARTINEZ, all of whom are either the decedent's estate's
20 administrators and/or successors in interest, or both, and a such are entitled to "step into decedent's
21 shoes" to pursue an action "in decedent's place," for damages, or have been appointed to do so. As a
22 result, plaintiffs are entitled to proceed, and hereby proceed, as decedent's administrator and/or
23 successors in interest for all damages which were sustained by decedent pre-death, or as a result of
24 death, as well as other damages permitted by law including pecuniary losses and punitive damages as a
25 result of the incident.

26 174. In addition, since defendants MARTIN ANDALUZ ABARCA, ERICK'S
27 TRANSPORTATION, INC., HUMBERTO MAZARIEGOS UTILITY TRAILER, UTILITY
28 TRAILER MANUFACTURING COMPANY, UTILITY TRAILER SALES OF UTAH, INC.,

1 KALMAR TERMINAL TRACTORS OF UTAH, UTILITY TRAILER SALES OF CENTRAL
2 CALIFORNIA, and DOES 301-400 INCLUSIVE, AMERICAN HONDA MOTOR CO., INC.,
3 HONDA R&D AMERICAS, INC., HONDA NORTH AMERICA, INC., HONDA OF AMERICA
4 MFG., INC., HONDA MOTOR CO., LTD., HONDA R&D CO., LTD., STOCKTON HONDA, R&R
5 AUTO GROUP, RANES AND RANES, and DOES 401-449 INCLUSIVE, acted in an intentional,
6 reckless, malicious, despicable, wanton manner, and with conscious disregard for the safety of the
7 public, including plaintiffs, placing profits before safety, defendants, and each of them, acted with
8 malice, fraud, and oppression as those terms are defined by the pertinent statutory and case law,
9 including *Civil Code* Section 3294 and as such plaintiffs are entitled to punitive and/or exemplary
10 damages as against defendants, and each of them, in order to, among other things, punish the
11 defendants and deter the defendants and others from pursuing similar conduct in the future.

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

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1 EIGHTH CAUSE OF ACTION:

2 BY PLAINTIFFS

3 JAIME VALENZUELA, individually, and as successor in interest to IRVING VALENZUELA,

4 deceased; and TAMMY MARTINEZ, individually and as successor in interest to IRVING

5 VALENZUELA, deceased;

6 AS AGAINST

7 DOES 450 -500, INCLUSIVE, ONLY

8 FOR DECLARATORY RELIEF

9 176. Plaintiffs repeat, reiterate and re-allege each and every fact and/or allegation set forth in
10 the prior paragraphs of this complaint with the same force and effect as though more fully set forth at
11 length herein.

12 177. Among other things, there is a potential, actual controversy concerning the rights and
13 obligations of the parties including, but not limited to, the standing to sue for the death of decedent by
14 nominal, as yet unknown, DOE defendants--should any surface. In addition, the plaintiffs require
15 judicial determinations as to the rights of the parties here as discovery may reveal. As such, pursuant to
16 C.C.P. §1060, among other applicable laws, plaintiffs request declaratory relief to determine the
17 respective rights and obligations of the parties herein, specifically as between plaintiffs and DOES 241-
18 250 INCLUSIVE.

19 178. Among other things, plaintiffs request an order from the Court determining said DOE's
20 standing, rights, or lack thereof, in the context of this case, and for such other and further
21 determinations, relief, and orders as may be just and proper.

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iv.

PRAYER FOR RELIEF

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

1. General "non-economic" damages, including pain, suffering, and loss of enjoyment of life, according to proof (except as to DOES 450-500);
2. Special "economic" damages, including medical bills, past and future, loss of earnings, past and future, loss of earnings capacity, property damage, rental, towing, storage and loss of use, according to proof (except as to DOES 450-500);
3. Punitive and/or exemplary damages, as to defendants MARTIN ANDALUZ ABARCA, ERICK'S TRANSPORTATION, INC., HUMBERTO MAZARIEGOS, UTILITY TRAILER, UTILITY TRAILER MANUFACTURING COMPANY, UTILITY TRAILER SALES OF UTAH, INC., KALMAR TERMINAL TRACTORS OF UTAH, UTILITY TRAILER SALES OF CENTRAL CALIFORNIA, and DOES 301-400 INCLUSIVE, AMERICAN HONDA MOTOR CO., INC., HONDA R&D AMERICAS, INC., HONDA NORTH AMERICA, INC., HONDA OF AMERICA MFG., INC., HONDA MOTOR CO., LTD., HONDA R&D CO., LTD., STOCKTON HONDA, R&R AUTO GROUP, RANES AND RANES, and DOES 401-449 INCLUSIVE;
4. Costs of suit, interest, and attorney's fees if applicable, according to proof (except as to DOES 450-500);
5. A determination of rights, responsibilities, or lack thereof as to DOES 450-500; and
6. Such other and further relief as the court deems proper.

Dated: 5-23-19

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


OTTO L. HASELHOFF

Attorneys for Plaintiffs

JAIME VALENZUELA and TAMMY MARTINEZ

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DEMAND FOR JURY TRIAL

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

Dated: 9-23-19

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



OTTO L. HASELHOFF

Attorneys for Plaintiffs

JAIME VALENZUELA and TAMMY MARTINEZ

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1. The decedent for purposes of this proceeding is Irving Valenzuela (hereinafter "decedent").

3. I am one of the plaintiffs in this case.

5. A certified copy of decedent's death certificate is attached hereto as "Exhibit A".

7. I am the father of decedent and therefore a successor in interest as defined in Section 377.11 of the California Code of Civil Procedure, and am authorized to act on behalf of said decedent with respect to the decedent's interest in the action or proceeding.

9. I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on 3/9/2019, at Perris, CA.


Jaime Valenzuela, Declarant

EXHIBIT

A

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

3052017147662

CERTIFICATE OF DEATH

3201733008754

1. NAME OF DECEASED - FIRST, LAST IRVING		2. MIDDLE VALENZUELA		3. DATE OF BIRTH 08/07/1998		4. AGE 18		5. SEX M		6. RACE HA	
7. BIRTH STATE CA		8. SOCIAL SECURITY NUMBER 610-08-2966		9. MARRIAGE STATUS <input checked="" type="checkbox"/> NEVER MARRIED		10. DATE OF DEATH 07/10/2017		11. HOUR 1418		12. PLACE HA	
13. DECEASED'S OCCUPATION SALES ASSOCIATE		14. BUILDING MATERIALS BUILDING MATERIALS		15. PLACE OF DEATH 0							
16. DECEASED'S RESIDENCE STREET AND NUMBER 23242 MOUNTAIN AVENUE											
17. CITY PERRIS		18. COUNTY RIVERSIDE		19. ZIP CODE 92570		20. STATE CA					
21. DECEASED'S NAME RELATIONSHIP JAIME VALENZUELA LOPEZ, FATHER											
22. ADDRESS OF DECEASED'S RELATIVE 23242 MOUNTAIN AVENUE, PERRIS, CA 92570											
23. NAME OF DECEASED'S SPOUSE JAIME		24. MIDDLE ALVINO		25. LAST NAME VALENZUELA LOPEZ		26. BIRTH STATE MX					
27. NAME OF DECEASED'S SPOUSE TAMMY		28. MIDDLE MARTINEZ		29. LAST NAME MARTINEZ		30. BIRTH STATE MX					
31. DECEASED'S DATE 07/29/2017		32. PLACE OF DEATH MENIFEE VALLEY CEMETERY		33. ADDRESS 26770 MURRIETA ROAD, SUN CITY, CA 92586							
34. TYPE OF DEATH BU		35. SIGNATURE OF DECEASED JENNIFER DOLGE		36. SIGNATURE OF DECEASED CAMERON KAISER, MD		37. LICENSE NUMBER EMB9051					
38. NAME OF DECEASED'S RELATIVE MILLER-JONES MORTUARY - SUN CITY		39. LICENSE NUMBER FD1490		40. SIGNATURE OF DECEASED CAMERON KAISER, MD		41. DATE 07/21/2017					
42. PLACE OF DEATH INLAND VALLEY MEDICAL CENTER											
43. COUNTY RIVERSIDE		44. FACILITY ADDRESS OR LOCATION 36485 INLAND VALLEY DRIVE		45. CITY WILDOMAR							
46. CAUSE OF DEATH BLUNT FORCE CRANIOCEREBRAL TRAUMA											
47. HOURS 2017-07-08											
48. TIME OF DEATH 1418											
49. PLACE OF DEATH INLAND VALLEY MEDICAL CENTER											
50. TYPE OF DEATH BU											
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311. NAME OF DECEASED'S RELATIVE											

1 **DECLARATION OF TAMMY MARTINEZ**

2 I, Tammy Martinez, declare as follows:

3 1. The decedent for purposes of this proceeding is Irving Valenzuela (hereinafter
4 "decedent").

5 2. Decedent died on or about July 9, 2017, in the County of Riverside, State of California,
6 at or about the following location: SR-74, 224 feet west of Ethanac Road in an unincorporated area of
7 Riverside County, California.

8 3. I am one of the plaintiffs in this case.

9 4. I submit this declaration pursuant to California Code of Civil Procedure Section 377.32
10 as a person authorized to act on behalf of decedent as decedent's successor in interest.

11 5. A certified copy of decedent's death certificate is attached hereto as "Exhibit A".

12 6. No proceeding is now pending in California for administration of decedent's estate.

13 7. I am the mother of decedent and therefore a successor in interest as defined in Section
14 377.11 of the California Code of Civil Procedure, and am authorized to act on behalf of said decedent
15 with respect to the decedent's interest in the action or proceeding.

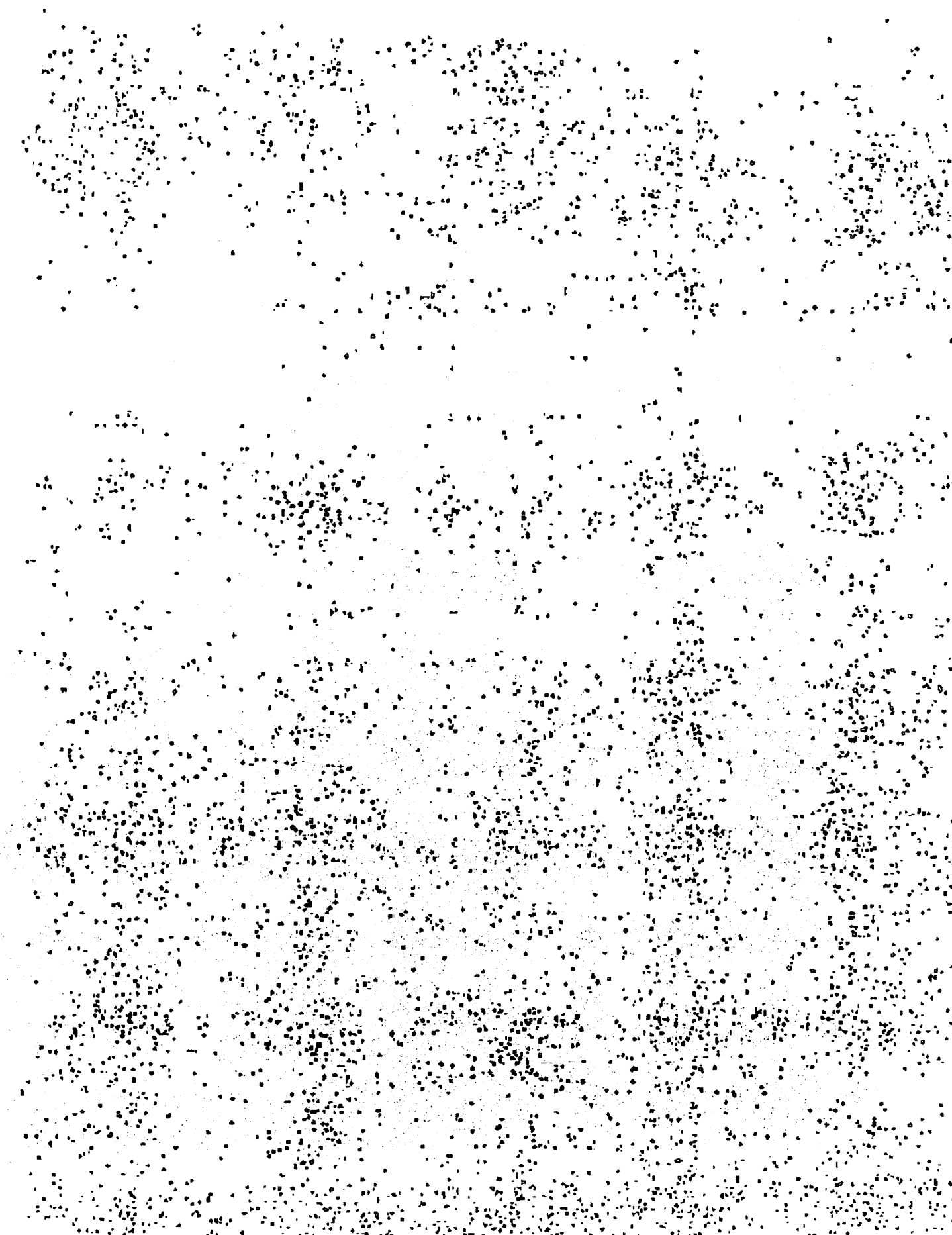
16 8. No other person has a superior right to commence the action or proceeding or to be
17 substituted for the decedent in the pending action or proceeding.

18 9. I affirm and declare under penalty of perjury under the laws of the State of California
19 that the foregoing is true and correct and that this declaration was executed on

20 3/9/2019, at Perris, CA.

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23 Tammy Martinez, Declarant
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DECLARATION



CERTIFICATION OF VITAL RECORD

RIVERSIDE, CALIFORNIA

3052017147662

CERTIFICATE OF DEATH

3201733006754

[illegible]

CERTIFIED COPY OF VITAL RECORD

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } 55

This is a true and exact reproduction of the document officially registered and placed on file by the Riverside University Health System, Department of Public Health.

DATE ISSUED Jul 26, 2017

Dr. Carolyn Kusan, M.D., County Health Officer
RYEBLIND COUNTY, CALIFORNIA

This copy is not valid unless prepared on an engraved border, displaying the date, seal, and signature of the Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

