

266-972-4622 KROY 30 am 12.10m
#9510042400 KAILEN KROY SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT: M&A RIVER TRUCKING, a
(AVISO AL DEMANDADO): corporation; HUGO DANIEL PAEZ, an individual; CHASE AUTO FINANCE CORPORATION, a corporation; [REDACTED], an individual; and DOES 1 through 50, inclusive AND

TRACY STEWART, an individual (Nominal Defendant).

YOU ARE BEING SUED BY PLAINTIFF: TINA STEWART,
(LO ESTÁ DEMANDANDO EL DEMANDANTE): individually and as heir to BETTE PERRY, deceased, and as representative of THE ESTATE OF GEORGE and BETTE PERRY

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
200-752-6422 X230 16
ELECTRONICALLY FILED
Superior Court of California,
County of Orange

08/28/2015 at 01:34:47 PM
Clerk of the Superior Court
By Rita Strom, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a llampo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

ORANGE COUNTY SUPERIOR COURT
700 Civic Center Drive West
700 Civic Center Drive West
Santa Ana, CA 92702-4045

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

FRANK M. PITRE (SBN 100077)

650-697-6000

650-697-0577

STEWART R. POLLOCK (SBN 301356)

COTCHETT, PITRE & MCCARTHY, LLP

840 Malcolm Road, Suite 200, Burlingame, CA 94010

DATE: 08/28/2015 ALAN CARLSON, Clerk of the Court Clerk, by Rita J. Strom, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☒ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

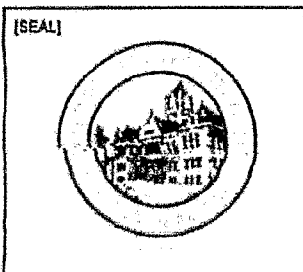
☐ other (specify):

4. ☐ by personal delivery on (date):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): FRANK M. PITRE (SBN 100077) STEWART R. POLLOCK (SBN 301356) COTCHETT, PITRE & MCCARTHY, LLP 840 Malcolm Road, Suite 200 Burlingame, CA 94010 TELEPHONE NO.: 650-697-6000 FAX NO.: 650-697-0577		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Orange 08/28/2015 at 01:34:47 PM Clerk of the Superior Court By Rita Strom, Deputy Clerk	
ATTORNEY FOR (Name): Plaintiff: TINA STEWART SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, CA 92702-4045 BRANCH NAME: Civil Division		30-2015-00807022-CU-PA-CJC JUDGE: Judge Gregory H. Lewis DEPT:	
CASE NAME: STEWART v. M&A RIVER TRUCKING, et al.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort ☒ Auto (22) ☐ Uninsured motorist (46) Other P/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other P/DP/WD (23) Non-P/DP/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-P/DP/WD tort (35) Employment ☐ Wrongful termination (36) ☐ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (28) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
- b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Four: 1) Negligence; 2) Negligence Per Se; 3) Negligence Hiring, Supervision and
5. This case ☐ is ☒ is not a class action suit. Retention; 4) Survival Claim **JURY TRIAL DEMANDED**
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 28, 2015

STEWART R. POLLOCK (SBN 301356)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 3

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other P/DP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other P/DP/DWD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/DWD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other P/DP/DWD

Non-P/DP/DWD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-P/DP/DWD Tort (35)
Employment
Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller
Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint RICO (27)

Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

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11 *Attorneys for Plaintiff*

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

08/28/2015 at 01:34:47 PM

Clerk of the Superior Court
By Rita Strom, Deputy Clerk

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF ORANGE**

15 **TINA STEWART**, individually and as heir
16 to **BETTE PERRY**, deceased, and as
17 representative of **THE ESTATE OF**
18 **GEORGE AND BETTE PERRY**,

19 **Plaintiff,**

20 **v.**

21 **M&A RIVER TRUCKING**, a corporation;
22 **HUGO DANIEL PAEZ**, an individual;
23 **CHASE AUTO FINANCE**
24 **CORPORATION**, a corporation;
25 [REDACTED] an
26 individual; and **DOES 1 through 50**,
27 inclusive.

28 **Defendants,**

and

TRACY STEWART, an individual;

Nominal Defendant.

CASE NO.: 30-2015-00807022-CU-PA-CJC
Judge Gregory H. Lewis

**COMPLAINT FOR DAMAGES BASED
UPON:**

(1) NEGLIGENCE

**(2) NEGLIGENCE PER SE –
VIOLATION OF C.P.C. §§ 192(c)(1),
C.C.V. 23114(a), 24002(a); C.C.R. §§
1232(a), 1245(k), 1244(b)**

**(3) NEGLIGENT HIRING,
SUPERVISION AND RETENTION**

(4) SURVIVAL CLAIM

JURY TRIAL DEMANDED

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3. Defendant CHASE AUTO FINANCE CORP	5
4. Defendant RAZMJOO	5
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FIRST CAUSE OF ACTION	
NEGLIGENCE (WRONGFUL DEATH)	
(Against Defendants PAEZ, M&A, CHASE AUTO FINANCE CORP, RAZMJOO	
and Does 1-50, By TINA STEWART, individually and as heir to BETTE PERRY,	
deceased).....	14
SECOND CAUSE OF ACTION	
(NEGLIGENCE PER SE – VIOLATION OF STATUTES)	
(Against Defendants PAEZ, M&A, and Does 1-50, By TINA STEWART,	
individually and as heir to BETTE PERRY,	
deceased).....	15
THIRD CAUSE OF ACTION	
(NEGLIGENT HIRING, SUPERVISION, ENTRUSTMENT and RETENTION)	
(Against Defendant CHASE AUTO FINANCE CORP, RAZMJOO, M&A, and/or	
DOES 1 through 50, By TINA STEWART, individually and as heir to	
BETTE PERRY, deceased).....	16

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FOURTH CAUSE OF ACTION
SURVIVAL CAUSE OF ACTION
(Against Defendants PAEZ, M&A, CHASE AUTO FINANCE CORP, [REDACTED]
and Does 1-50, By TINA STEWART as representative of THE ESTATE OF
GEORGE AND BETTE PERRY).....17

VI. PRAYER FOR RELIEF.....18

VII. JURY DEMAND.....19

[REDACTED]

1 Plaintiff, TINA STEWART, individually and on behalf of the ESTATE OF GEORGE
2 AND BETTE PERRY, complains of the above-named Defendants and hereby alleges as follows:

3 I. INTRODUCTION

4 1. This action is based upon the tragic events of April 15, 2015, which claimed the
5 lives of GEORGE PERRY, age 68, (hereinafter "GEORGE") and BETTE PERRY, age 69,
6 (hereinafter "BETTE") (collectively hereinafter referred as "GEORGE and BETTE PERRY"
7 or "the PERRYS").

8 2. On that date, GEORGE and BETTE PERRY were killed while driving their
9 2012 white TOYOTA COROLLA, bearing the California license plate no. DP392CP
10 (hereinafter "TOYOTA COROLLA") southbound on Interstate 5, at approximately 3:00 p.m.
11 Their car was violently struck by a LAND ROVER (hereinafter "LAND ROVER") owned
12 and/or leased by [REDACTED] and CHASE AUTO FINANCE CORP that
13 fell off the back of a Boyd car carrier vehicle which was owned, operated, maintained, managed
14 and/or controlled by Defendants PAEZ and/or M&A RIVER TRUCKING ("M&A").

15 3. At all times relevant to the allegations set forth herein, Defendant HUGO
16 DANIEL PAEZ (hereinafter "PAEZ") was the owner and/or operator of a 2014 PETERBILT
17 TRUCK, bearing California commercial plate no. WP08729 (hereinafter "PETERBILT
18 TRUCK"), and white 1995 Boyd 2 axle CAR HAULER semi-trailer, bearing California trailer
19 plate No. 1VE4086 (hereinafter "CAR HAULER") (collectively hereinafter referred as
20 "PETERBILT/BOYD CAR CARRIER").

21 4. At all times relevant to the allegations set forth herein, the vehicle was owned,
22 controlled, and/or leased by M&A, located at 10010 Redwood Avenue, Fontana, California.

23 5. At all times relevant to the allegations set forth herein, the 2011 LAND ROVER,
24 which PAEZ loaded onto the PETERBILT/BOYD CAR CARRIER on April 14, 2015 in
25 Riverside California bore VIN # SALSF2D47BA291781, with the license number 6RPK216. The
26 LAND ROVER was owned, controlled, leased, and/or maintained by Defendants CHASE
27 AUTO FINANCE CORP and [REDACTED] located at 11 Greens Bluff
28 Newport Coast, California.

6. On April 14, 2015, PAEZ loaded the LAND ROVER onto the CAR HAULER in Riverside, California along with seven other vehicles and drove to Maywood, California. On or around 9:00 PM, PAEZ arrived at Maywood, California and spent the night.

7. On the morning of April 15, 2015, at or about 9:00 a.m., PAEZ loaded two additional vehicles onto the PETERBILT/BOYD CAR CARRIER for a total of 10 vehicles. Subsequently, the LAND ROVER broke free from the truck on a two-lane highway, then careened down the highway before it slammed head-on into the TOYOTA COROLLA driven by GEORGE and BETTE PERRY. The force of the collision was so severe that the LAND ROVER crushed the TOYOTA COROLLA, causing the deaths of GEORGE and BETTE PERRY, as well as their dog, Charlie.

8. This accident was the result of a conscious disregard for the safety of the trailer and its load, which predictably created an instrument of death for GEORGE and BETTE PERRY. As a result of the combined wrongful acts of Defendants, and each one of them, who acted solely and/or in combination in the manner hereinafter set forth to cause the collision resulting in the death of GEORGE and BETTE PERRY.

II. JURISDICTION AND VENUE

9. Defendants have sufficient minimum contacts with California, are citizens of California or otherwise purposefully avail themselves of benefits from California or do business in California so as to properly render the exercise of jurisdiction over them by this Court. Further, the amount in controversy exceeds the jurisdictional minimum of this Court.

10. Venue is proper in this County as Defendant [REDACTED] ("[REDACTED]") resides in the City of Newport Coast, County of Orange, State of California. [REDACTED] was the owner, bailor, and/or lessee of the LAND ROVER which was improperly secured and broke free during transport thereby striking and killing GEORGE and BETTE PERRY. Additionally, a substantial portion of the events giving rise to this matter occurred in the County of Orange as Plaintiffs are informed and believe Defendants entered into a contract in Orange County for the transportation of the LAND ROVER from Orange County to an intrastate and/or interstate destination. Furthermore, the LAND ROVER was placed onto the trailer in the

1 County of Orange in a dangerous and/or unsafe manner and the accident was a foreseeable
2 consequence of those actions.

3 III. PARTIES

4 A. Plaintiff and Decedents

5 11. TINA STEWART is, and at all relevant times herein mentioned was, an
6 individual residing in the City of Santa Cruz, County of Santa Cruz, State of California
7 (hereinafter "STEWART" or "Plaintiff"). STEWART is the daughter of BETTE PERRY, and
8 entitled to bring this action in her individual capacity as a lawful heir of BETTE.

9 12. Plaintiff TINA STEWART provisionally files this action as the estate
10 administrator on behalf of the ESTATE OF GEORGE AND BETTE PERRY and will amend
11 this Complaint to assert her permanent standing to bring this claim promptly upon receipt of the
12 Court order granting her appointment as administrator. In 2009, BETTE and GEORGE created
13 the "George Perry and Bette Perry Revocable Living Trust." The Last Will & Testaments of
14 BETTE and GEORGE placed the entire residue of their estates into the "George Perry and Bette
15 Perry Revocable Living Trust." That trust designated Susan Uemera as the successor trustee,
16 should both BETTE and GEORGE die or become incapacitated. On May 6, 2015, Susan
17 Uemera nominated and appointed TINA STEWART as the successor trustee, pursuant to the
18 terms of that trust. On May 22, 2015, TINA STEWART executed the Certificate of Trust, and
19 since that time has formally served as the sole trustee of the "George Perry and Bette Perry
20 Revocable Living Trust" – which contains the entire residue of the estates of both GEORGE and
21 BETTE.

22 13. On June 19, 2015, Plaintiff TINA STEWART filed a petition for Probate of Will
23 and Letters of Administration with Will Annexed and Petition for Authorization to Administer
24 Under the Independent Administration of Estates Act. The hearing for appointment is scheduled
25 for October 6, 2015. As the sole trustee of the "George Perry and Bette Perry Revocable Living
26 Trust," which contains the residue of BETTE and GEORGE's estates, TINA STEWART is the
27 sole individual entitled to bring claims on behalf of the ESTATE OF GEORGE AND BETTE
28 PERRY with respect to their interest in the property which was damaged, lost and/or destroyed in

1 this accident, to pursue any and all legal claims for damages related thereto, and to recover
2 damages for expenses incurred related to medical and/or emergency services related to this
3 accident.

4 14. Decedent BETTE PERRY (hereinafter "BETTE") was a natural person who at
5 all times mentioned in this complaint was a resident of Roseville, California. At the time of the
6 incident, BETTE was an active, 69 year old woman, a loving and devoted mother to Plaintiff
7 TINA STEWART and wife to decedent GEORGE PERRY.

8 15. Decedent GEORGE PERRY (hereinafter "GEORGE") was a natural person who
9 at all times mentioned in this complaint was a resident of Roseville, California. At the time of the
10 incident, GEORGE was an active, 68 year old man, a loving and devoted step-father to Plaintiff
11 TINA STEWART, and a husband to decedent BETTE PERRY.

12 B. Nominal Defendant

13 16. Plaintiff is informed and believes that TRACY STEWART (hereinafter
14 "TRACY") is a natural person who is also an heir of BETTE and is joined in this matter pursuant
15 to Code of Civil Procedure § 382.

16 C. Defendants

17 1. Defendant M&A

18 17. Plaintiff is informed and believes, and thereon alleges, that Defendant M&A was,
19 at all relevant times mentioned, a corporation, association, partnership, joint venture, and/or sole
20 proprietorship organized and existing under the laws of the State of California doing business in
21 the City of Temecula, Riverside County. Plaintiff is informed and believes, and thereon alleges,
22 that at all times herein mentioned, Defendant M&A was the owner, bailor, lessor and/or licensor
23 of the 2014 PETERBILT TRUCK described above, and was responsible for operating,
24 maintaining, managing and/or controlling the said PETERBILT/BOYD CAR CARRIER.

25 2. Defendant PAEZ

26 18. Plaintiff is informed and believes, and thereon alleges, that Defendant PAEZ
27 ("PAEZ") was, at all relevant times mentioned, an individual who resided in the City of
28 Temecula, Riverside County, California. At the time of the automobile collision that fatally

1 injured **GEORGE** and **BETTE PERRY**, **PAEZ** was operating and/or controlling the
2 **PETERBILT/BOYD CAR CARRIER** that had been transporting the **LAND ROVER**. Plaintiff
3 is informed and believes, and thereon alleges, that at all times herein mentioned, Defendant
4 **PAEZ** was the owner, bailor, lessor and/or licensor of the **2014 PETERBILT TRUCK** described
5 above, and was responsible for operating, maintaining, managing and/or controlling the said
6 **PETERBILT/BOYD CAR CARRIER**.

7 **3. Defendant CHASE AUTO FINANCE CORP**

8 19. Plaintiff is informed and believes, and thereon alleges, that Defendant **CHASE**
9 **AUTO FINANCE CORP** was, at all relevant times mentioned, a corporation, association,
10 partnership, joint venture, and/or sole proprietorship organized and existing under the laws of the
11 State of California and/or purposefully availing itself of the benefits and protections of this state
12 by doing business in Newport Beach, California. At the time of the collision, **CHASE AUTO**
13 **FINANCE CORP** was the owner, lessor, and/or bailor of the **LAND ROVER** and responsible
14 for hiring, selecting, arranging, and/or managing the transportation of the **LAND ROVER** by
15 using **M&A** and/or **PAEZ**.

16 **4. Defendant [REDACTED]**

17 20. Plaintiff is informed and believes, and thereon alleges, that Defendant **[REDACTED]**
18 **[REDACTED]** was, at all relevant times mentioned, an individual who
19 resided at 11 Greens Bluff, Newport Coast, CA in the County of Orange. At the time of the
20 collision, **[REDACTED]** was the owner, lessee, and/or bailor of the **LAND ROVER** and
21 responsible for hiring, selecting, arranging, and/or managing the transportation of the **LAND**
22 **ROVER** by using **M&A** and/or **PAEZ**.

23 **D. Other Defendants**

24 21. The true names and capacities, whether individual, corporate, associate or
25 otherwise of the Defendants **DOE 1** through **DOE 50**, inclusive, are unknown to Plaintiff who
26 therefore sues said Defendants by such fictitious names pursuant to Code of Civil Procedure §
27 474; Plaintiff further alleges that each of said fictitious Defendants is in some manner responsible
28 for the acts and occurrences hereinafter set forth. Plaintiff will amend this Complaint to show

1 their true names and capacities when the same are ascertained, as well as the manner in which
2 each fictitious Defendant is responsible.

3 **E. Agency & Concert of Action**

4 22. At all times herein mentioned, each of the Defendants and DOES 1 through 50,
5 inclusive, were the agent, servant, employee, partner, aider and abettor, co-conspirator and/or
6 joint venturer of each of the remaining Defendants named herein and were at all times operating
7 and acting within the purpose and scope of said agency, service, employment, partnership,
8 conspiracy and/or joint venture, and each Defendant has ratified and approved the acts of each of
9 the remaining Defendants.

10 **IV. FACTUAL BASIS FOR THE CLAIMS ASSERTED**

11 23. This action is based on the wrongful death of **GEORGE** and **BETTE PERRY** at
12 or around 3:00 p.m. on April 15, 2015. On that day, the **PERRYS** were fatally injured in an
13 automobile accident on I-5 just south of SR-223 in Kern County.

14 **Defendants Fail to Safely Secure A Deadly Load**

15 24. On April 14, 2015, the day prior to the accident, **PAEZ** loaded eight vehicles onto
16 the 1995 Boyd 2 axle **CAR HAULER** semi-trailer which was attached to the 2014 **PETERBILT**
17 **TRUCK**. Among the vehicles loaded on the **CAR HAULER** was the **LAND ROVER** owned,
18 ~~leased, controlled, and/or maintained by~~ **CHASE AUTO FINANCE CORP** and/or [REDACTED]
19 After loading the vehicles onto the trailer, **PAEZ** drove to Maywood, CA where he slept inside
20 his vehicle.

21 25. On April 15, 2015, **PAEZ** loaded two additional vehicles onto the **CAR**
22 **HAULER**, bringing the total to ten vehicles. At that time and place, **PAEZ** was aware that some
23 of the nylon tie down straps were frayed and worn out. **PAEZ** knew or should have known that
24 the straps should have been replaced but did not do so. **PAEZ** left Maywood at or around 11:00
25 a.m. on April 15, 2015 with the knowledge and/or conscious awareness that there was a
26 foreseeable risk of harm to the traveling public of the dangerous condition of the load he was
27 carrying.

28 ///

1 **Defendants Are the Legal Cause of the Fatal Accident**

2 26. At or around 3:00 p.m. on April 15, 2015, **GEORGE** and **BETTE PERRY** were
3 driving southbound on I-5 in a white **TOYOTA COROLLA** with their dog named Charlie.
4 Suddenly and without warning, the **LAND ROVER** came loose from the top rack of the **CAR**
5 **HAULER** operated by **PAEZ**. The **LAND ROVER** bounced across the center median and
6 entered the southbound lane, striking the **TOYOTA COROLLA** operated by **GEORGE** and
7 **BETTE PERRY**. The **PERRYS** had no time to avoid the catastrophic and fatal collision with the
8 **LAND ROVER**.

9 27. This accident was caused by the combined wrongful conduct of each Defendant
10 who, at all times relevant to this complaint, were the agent, servant, employee, partner, aider and
11 abettor, co-conspirator and/or joint venturer of each of the remaining Defendants. Defendants
12 **M&A** and **PAEZ** failed to use due care in the operation and maintenance of the 2014
13 **PETERBILT TRUCK/BOYD CAR CARRIER** because they failed to ensure that the **LAND**
14 **ROVER** was properly secured. Further, Defendants **M&A** and **PAEZ** failed to comply with
15 applicable safety statutes by operating and/or permitting the operation of a vehicle with an
16 unsecured load. Defendants, and each of them, knew or should have known that operating a
17 vehicle with an unsecured load created a highly dangerous condition that amounts to a conscious
18 disregard for safety.

19 28. At all times herein mentioned, Defendants **M&A**, **CHASE AUTO FINANCE**
20 **CORP** and/or **RAZMJOO** failed to use due care in the hiring, supervision, selection, and/or
21 retention of **M&A** and/or **PAEZ**. **M&A**, **CHASE AUTO FINANCE CORP**, and [REDACTED]
22 knew or should have known that **M&A** and/or **PAEZ** were unfit and/or incompetent to safely
23 transport the **LAND ROVER**, shown in part through the numerous vehicle safety citations
24 received by **PAEZ** as well as the unmaintained carrier used to transport the **LAND ROVER**.

25 **Defendants' Vehicle Fails Inspection**

26 29. Following the accident, at or around 4:35 p.m. on April 15, 2015, a mechanical
27 inspection of the 2014 **PETERBILT TRUCK/BOYD CAR CARRIER** was conducted at the
28

1 Grapevine Commercial Vehicle Enforcement Facility. That inspection revealed a multitude of
2 improperly secured vehicles that created substantial risks to the public:

- 3 ○ 2012 black BMW with vehicle identification number WBAFR7C55CC816167 had
4 only one properly secured wheel;
- 5 ○ 2011 silver BMW 335d with vehicle identification number
6 WBAPN7C53BF183973 had three wheels properly secured;
- 7 ○ 2010 silver BMW 335d with vehicle identification number
8 WBAPN7C51BA780200 had one wheel improperly secured;
- 9 ○ 2011 white BMW 328i with vehicle identification number
10 WBAPH5G50BNM81733 had two improperly secured wheels;
- 11 ○ 2006 silver Toyota Camry with vehicle identification number
12 4T1BE32K16U743709 had only two secured wheels;
- 13 ○ 2011 black BMW 328i with vehicle identification number
14 WBADW7C54CE729655 was missing a strap on its right front wheel;
- 15 ○ 2012 black Mini Cooper with vehicle identification number
16 WMWSU3C52CT185979 had three loose or unsecured wheels;
- 17 ○ 2002 gold Lexus RX 300 with vehicle identification number
18 JTJGD10U520132466 had two improperly secured wheels including a worn or cut
19 strap;
- 20 ○ 2011 black BMW 328i with vehicle identification number
21 WBAPH5CSXBA442547 had a worn or cut strap on the front left wheel and no
22 securing straps on the right front wheel.

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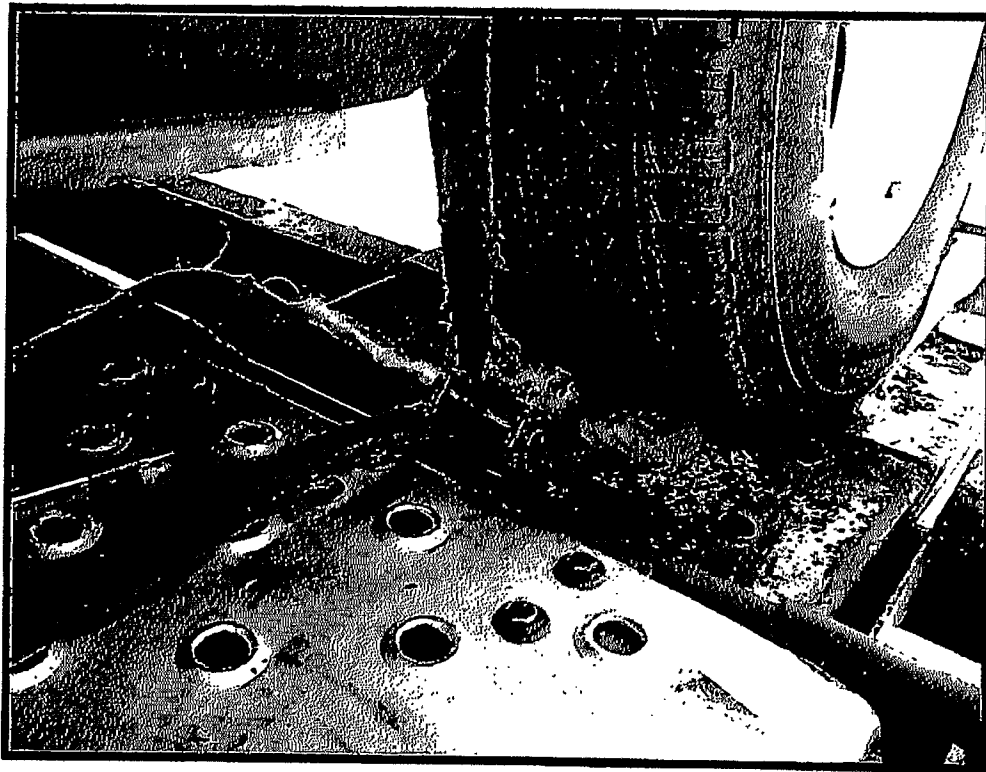
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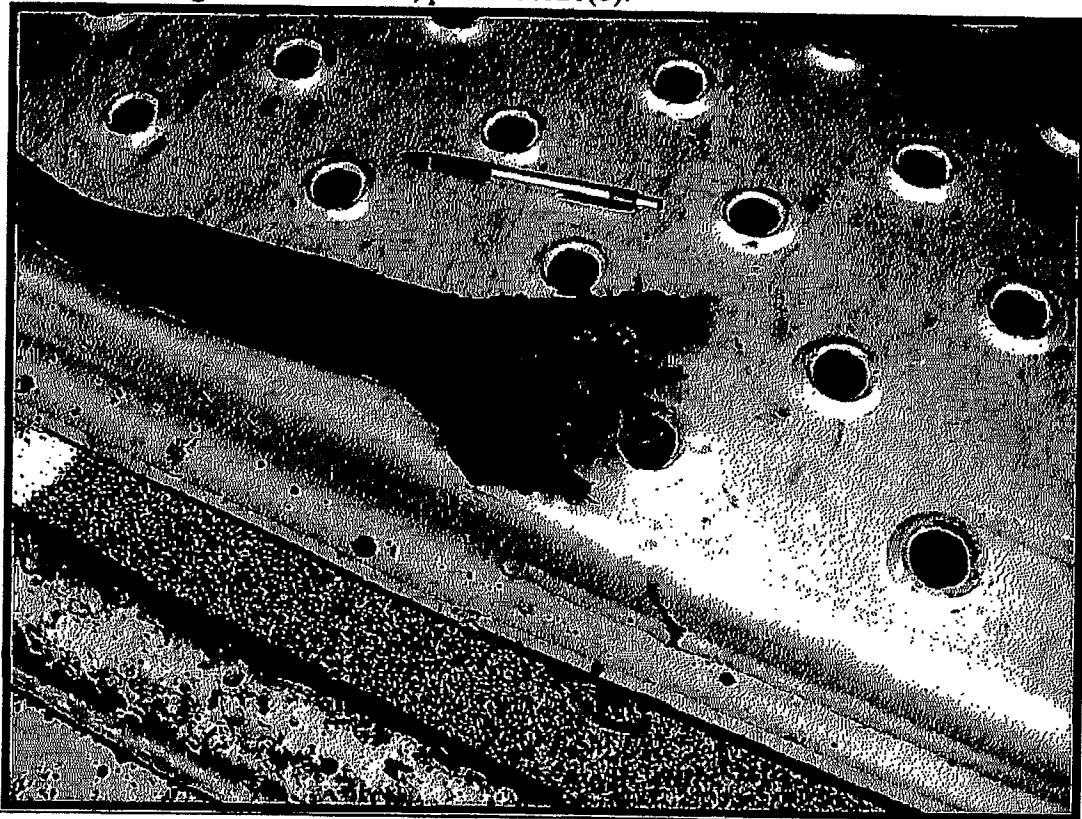
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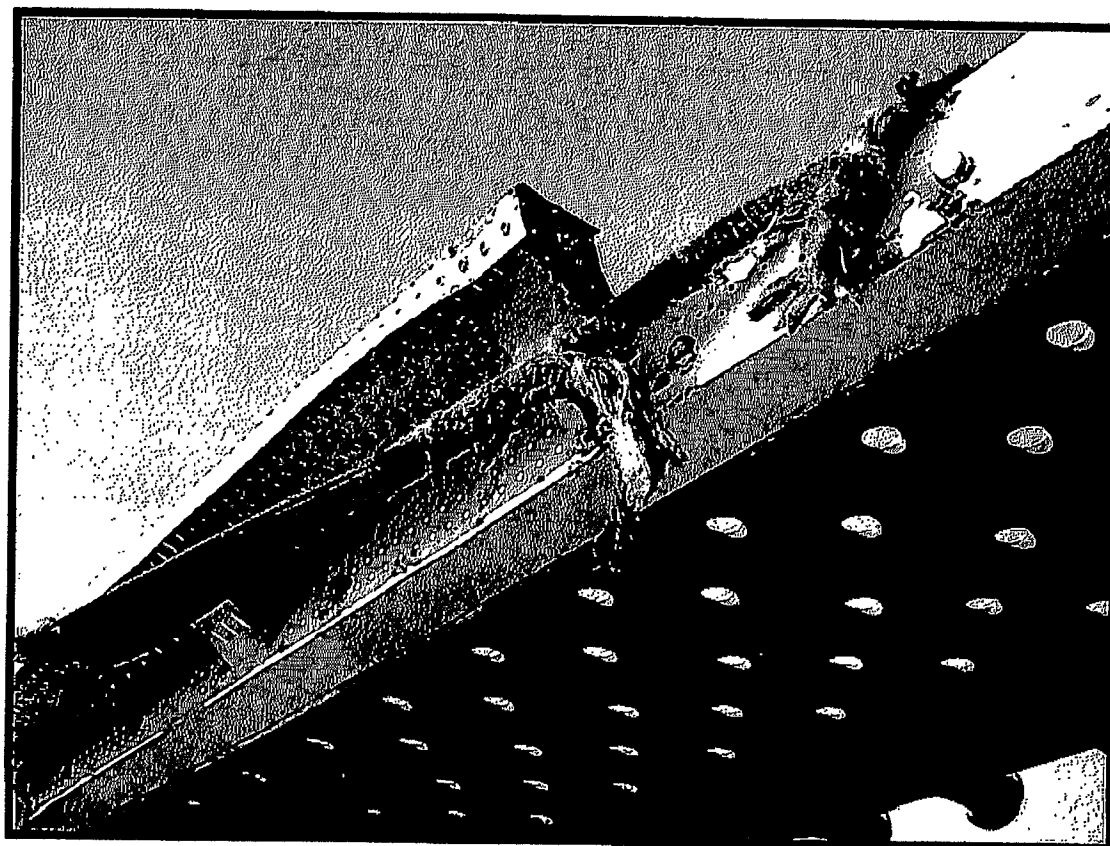
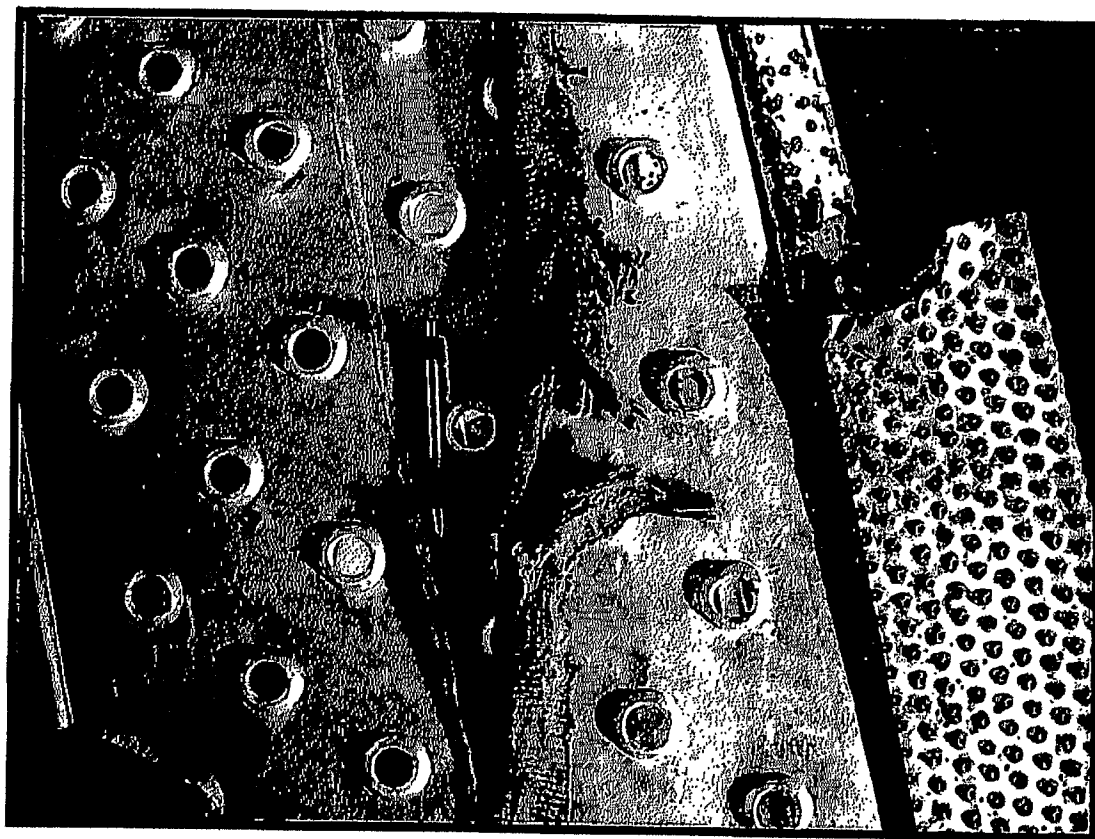
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30. There was an unoccupied space with four 2 inch synthetic webbing straps where the LAND ROVER had been. One frayed strap remained inside the vehicle. Defendants' truck and CAR HAULER semi-trailer were placed out of service for load securement violations per Code of Federal Regulations Title 49, part 393.128(b).



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Defendant PAEZ Has Long History of Safety Violations

31. This is not the first time that PAEZ has been cited for failing vehicle inspections. Rather, this incident is one of many instances of PAEZ showing a conscious disregard for public safety by failing to comply with vehicle safety standards.

32. On June 7, 2014, U.S Department of Transportation Federal Motor Carrier Safety Administration issued an examination report listing four separate violations. (1) Violation Code 392.2-SLLEWA2, Overweight axle groups. (2) Violation Code 396.3A1, Lower deck support pin 4 upper deck upright ram assembly cracked at attachment w/ frame left side. (3) Violation Code 396.3A1, Middle deck load bearing frame cracked 4 1/2" at previous weld. (4) Violation Code 396.3A1, Middle deck frame L/side welds cracked through entire frame.

33. On December 1, 2014, U.S Department of Transportation Federal Motor Carrier Safety Administration issued an examination report listing one violation. (1) Violation Code 392.2-SLLEWA1, Excessive weight- 1-2500 lbs over on an axle/axle groups.

34. On February 24, 2015, U.S Department of Transportation Federal Motor Carrier Safety Administration issued an examination report listing three separate violations. (1) Violation Code 393.11, Rear red sidemarker lamp required. (2) Violation Code 393.75C, Tire tread depth less than 2/32 inch. (3) Violation Code 393.201A, Frame cracked at repair welds midpoint at frame stanchion to main frame rail.

35. Defendants M&A, CHASE AUTO FINANCE CORP, and RAZMJOO knew or should have known about these violations prior to hiring PAEZ to transport the LAND ROVER.

Defendants' Conduct Constitutes a Conscious Disregard for Safety

36. On or before April 15, 2015, Defendants M&A and PAEZ owned, operated, managed and/or controlled a commercial enterprise involving the transportation of motor vehicles. An integral part of this enterprise involved the use, operation, maintenance, inspection, and/or deployment of car carrier vehicles, along the streets and highways of the State of California, and in particular the roads within Orange County.

37. At all times relevant herein, Defendants M&A and PAEZ were required to exercise due care for the inspection, maintenance, operation, use, assembly and/or safety of the

1 heavy equipment; including the use and/or transportation of the 2014 PETERBILT
2 TRUCK/BOYD CAR CARRIER involved in this incident. At all times relevant herein,
3 Defendants M&A, CHASE AUTO FINANCE CORP, and [REDACTED] were required to
4 exercise due care in the selection, retention, hiring, and/or supervision of those entrusted to
5 transport the LAND ROVER, as well as to be assured that the equipment used to transport the
6 LAND ROVER was fit for its intended purpose.

7 38. At all times prior to this incident CHASE AUTO FINANCE CORP,
8 [REDACTED] M&A, and PAEZ, individually and/or in combination, by act or omission,
9 demonstrated a wanton and/or reckless indifference for the operation, inspection, maintenance,
10 and/or use of the 2014 PETERBILT TRUCK/BOYD CAR CARRIER involved herein, so as to
11 create a foreseeable risk of serious injury and death to unsuspecting motorists, as a consequence
12 of malfunction, defect, damage, premature wear, separation and/or breakdown of the truck/trailer
13 assembly, and component parts thereof. As a direct and legal cause thereof, the 2014
14 PETERBILT TRUCK/BOYD CAR CARRIER involved herein was in a dangerous condition
15 at the time of this accident, and for a substantial period of time prior thereto, in that:

- 16 • The straps used to secure the vehicles were frayed to a point where they were
17 structurally unsound;
- 18 • M&A and HUGO PAEZ knowingly used dangerously frayed straps;
- 19 • M&A and HUGO PAEZ failed to properly secure several vehicles creating a
20 substantial risk that one or more of those vehicles would become dislodged from
21 the vehicle while traveling at a high rate of speed;
- 22 • CHASE AUTO FINANCE CORP and [REDACTED] failed to use due diligence in
23 hiring and/or selecting M&A and HUGO PAEZ;
- 24 • CHASE AUTO FINANCE CORP and [REDACTED] failed to ensure that they
25 hired a reputable and safe carrier for the transportation of the LAND ROVER.
- 26 • CHASE AUTO FINANCE CORP, [REDACTED], and M&A failed to use due
27 diligence in hiring and/or selecting PAEZ;

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1 o CHASE AUTO FINANCE CORP, [REDACTED] and M&A failed to ensure that
2 they hired a reputable and safe driver for the transportation of the LAND ROVER.

3 39. By reason of these premises, the condition of the webbing strap used to secure the
4 LAND ROVER, its component parts and its use upon the streets and roads of this state, violated
5 a series of requirements under the California Vehicle Code, California Penal Code, and California
6 Code of Regulations intended to ensure motor vehicle safety. Those statutes include, among
7 others, the following:

- 8 o California Penal Code Section 192(c)(1) [manslaughter]
9 o California Vehicle Code Section 23114(a) [requiring loaded vehicles to prevent
10 contents from escaping the vehicle]
11 o California Vehicle Code Section 24002(a) [prohibiting the operation of a vehicle in
12 an unsafe condition or unsafely loaded and which presents an immediate safety
13 hazard]
14 o California Code of Regulations Section 1232(a) [requiring vehicles to be regularly
15 and systematically inspected and maintained]
16 o California Code of Regulations Section 1245(k) [setting forth minimum brake air
17 pressure standards]
18 o California Code of Regulations Section 1244(b) [requiring vehicles to maintain a
19 secured spare tire]

20 40. The tragedy which resulted in the deaths of the PERRYS was not only a
21 foreseeable consequence of the premises, it was predictable. On the date in question, a nearly five
22 thousand pound time bomb in the form of a lethal LAND ROVER tumbling down the highway at
23 a high rate of speed was unleashed on the I-5, and thereupon was launched and detonated to kill
24 the unsuspecting PERRYS.

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1 V. CAUSES OF ACTION

2 FIRST CAUSE OF ACTION
3 NEGLIGENCE (WRONGFUL DEATH)
4 (Against Defendants PAEZ, M&A, CHASE AUTO FINANCE CORP, [REDACTED] and Does
5 1-50, By TINA STEWART, individually and as heir to BETTE PERRY, deceased)

6 AS AND FOR A FIRST CAUSE OF ACTION against Defendants PAEZ, M&A,
7 CHASE AUTO FINANCE CORP, [REDACTED], and/or DOES 1 through 50, Plaintiff alleges as
8 follows:

9 41. Plaintiff hereby realleges and incorporates by reference each and every allegation
10 contained in paragraphs 1 through 40 hereinabove, as if fully set forth in detail herein.

11 42. At all times relevant herein and prior to the accident, Defendants [REDACTED] and
12 CHASE AUTO FINANCE CORP permitted PAEZ and M&A to use, operate, and/or transport
13 the LAND ROVER, granting them permission, custody, and/or control and/or creating the
14 relationship of bailor/bailee with respect to the ensuing events involving the LAND ROVER
15 herein described above.

16 43. Plaintiff is informed and believes, and thereon alleges, that at the time of the
17 subject collision, Defendants, PAEZ, M&A, and DOES 1 through 50, and each of them,
18 negligently, carelessly, recklessly, and/or unlawfully owned, operated, inspected, and/or
19 maintained the 2014 PETERBILT TRUCK/BOYD CAR CARRIER so as to cause the subject
20 collision with the 2012 white TOYOTA COROLLA owned and operated by GEORGE and
21 BETTE and thereby causing their attendant injuries and deaths.

22 44. As a direct and legal result of the wrongful acts and omissions of Defendants, and
23 each of them, GEORGE and BETTE PERRY suffered fatal injuries and died.

24 45. By reason of the wrongful death of GEORGE and BETTE PERRY, resulting
25 from the wrongful acts and omissions of Defendants, and each of them, Plaintiff TINA
26 STEWART has suffered and will continue to suffer loss of love, companionship, comfort,
27 affection, solace, and the moral support of her mother and step-father in an amount to be
28 determine at the time of trial.

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1 46. By reason of the wrongful death of GEORGE and BETTE PERRY, resulting
2 from the wrongful acts and omissions of Defendants [REDACTED] M&A, PAEZ, and CHASE
3 AUTO FINANCE CORP and DOES 1 through 50, and each of them, Plaintiff TINA
4 STEWART has incurred and will incur funeral and burial expenses, and related medical
5 expenses, in an amount to be determined at trial.

6 WHEREFORE, Plaintiff prays for relief as set forth below.

7 SECOND CAUSE OF ACTION
8 (NEGLIGENCE PER SE - VIOLATION OF STATUTES)
9 (Against Defendants PAEZ, M&A, and Does 1-50, By TINA STEWART, individually and
10 as heir to BETTE PERRY, deceased)

11 AS AND FOR A SECOND CAUSE OF ACTION against Defendants PAEZ and M&A,
12 and/or DOES 1 through 50, Plaintiff alleges as follows:

13 47. Plaintiff hereby realleges and incorporates by reference each and every allegation
14 contained in paragraphs 1 through 46 hereinabove, as if fully set forth in detail herein.

15 48. Defendants PAEZ and M&A, and DOES 1 through 50, and each of them, at all
16 times mentioned, were under a statutory duty to comply with:

- 17 ○ California Penal Code Section 192(c)(1) [manslaughter]
- 18 ○ California Vehicle Code Section 23114(a) [requiring loaded vehicles to
19 prevent contents from escaping the vehicle]
- 20 ○ California Vehicle Code Section 24002(a) [prohibiting the operation of a
21 vehicle in an unsafe condition or unsafely loaded and which presents an
22 immediate safety hazard]
- 23 ○ California Code of Regulations Section 1232(a) [requiring vehicles to be
24 regularly and systematically inspected and maintained]
- 25 ○ California Code of Regulations Section 1245(k) [setting forth minimum
26 brake air pressure standards]

27 49. On April 15, 2015, PAEZ and M&A violated the above referenced statutes by
28 failing to inspect, maintain, and/or operate the 2014 PETERBILT TRUCK and CAR HAULER
in a safe condition and/or with a safely secured load, which resulted in the LAND ROVER

1 breaking free and ultimately killing GEORGE and BETTE PERRY. PAEZ was acting in the
2 course and scope of his employment with M&A when he was cited for violations of the above
3 referenced statutes.

4 50. TINA STEWART and GEORGE and BETTE PERRY were among the class of
5 persons for whose protection these statutes was afforded.

6 51. As a direct and legal result of said violations and of the aforementioned acts of
7 Defendants PAEZ and M&A and DOES 1 through 50, and each of them, GEORGE and BETTE
8 PERRY were fatally injured.

9 52. As a legal result of the wrongful conduct of Defendants PAEZ and M&A and
10 DOES 1 through 50, and each of them, Plaintiff TINA STEWART has suffered and continues to
11 suffer from damages as herein above set forth.

12 WHEREFORE, Plaintiff prays for relief as set forth below.

13 THIRD CAUSE OF ACTION
14 (NEGLIGENT HIRING, SUPERVISION, ENTRUSTMENT and RETENTION)
15 (Against Defendant CHASE AUTO FINANCE CORP, [REDACTED] M&A, and/or DOES 1
16 through 50. By TINA STEWART, individually and as heir to BETTE PERRY, deceased)

17 AS AND FOR A THIRD CAUSE OF ACTION against Defendants M&A, CHASE
18 AUTO FINANCE CORP, RAZMJOO, and/or DOES 1 through 50, inclusive, Plaintiff alleges
19 as follows:

20 53. Plaintiff hereby realleges and incorporates by reference each and every allegation
21 contained in paragraphs 1 through 52 hereinabove, as if fully set forth in detail herein.

22 54. [REDACTED], CHASE AUTO FINANCE CORP, M&A, and DOES 1 through
23 50, inclusive, hired, employed, selected and/or otherwise entrusted M&A and/or PAEZ to
24 transport the LAND ROVER. At all times relevant to this complaint, M&A and/or PAEZ were
25 unfit and/or incompetent to perform the work for which they hired by [REDACTED], CHASE
26 AUTO FINANCE CORP, and/or M&A. [REDACTED], CHASE AUTO FINANCE CORP,
27 M&A, and DOES 1 through 50, inclusive, failed to exercise reasonable care to employ a
28 competent and careful transporter of motor vehicles for interstate and/or intrastate commerce.

1 55. [REDACTED], CHASE AUTO FINANCE CORP. and/or M&A knew or should
2 have known that M&A and/or PAEZ were unfit and/or incompetent and that this unfitness and/or
3 incompetence created a particular risk to the traveling public, including the risk that an
4 improperly secured vehicle could cause a fatal accident. GEORGE and BETTE PERRY were
5 harmed by the unfitness and/or incompetence of M&A and/or PAEZ in their operation,
6 maintenance, control, inspection, and/or supervision of the PETERBILT TRUCK/BOYD CAR
7 CARRIER.

8 56. The negligence of [REDACTED], M&A, and/or CHASE AUTO FINANCE CORP
9 in hiring, supervising, selecting, and/or entrusting M&A and/or PAEZ was a legal cause of the
10 collision which resulted in the deaths of GEORGE and BETTE PERRY.

11 57. As a legal result of the wrongful acts of Defendants [REDACTED], M&A, and/or
12 CHASE AUTO FINANCE CORP and DOES 1 through 50, and each of them, as hereinabove
13 set forth, Plaintiff TINA STEWART suffered damages as hereinabove set forth.

14 WHEREFORE, Plaintiff prays for relief as set forth below.

15 FOURTH CAUSE OF ACTION
16 SURVIVAL CAUSE OF ACTION
17 (Against Defendants PAEZ, M&A, CHASE AUTO FINANCE CORP, [REDACTED]
18 and Does 1-50, By TINA STEWART as representative of THE ESTATE OF
19 GEORGE AND BETTE PERRY)

20 AS AND FOR A FOURTH CAUSE OF ACTION against Defendants PAEZ, M&A,
21 CHASE AUTO FINANCE CORP, [REDACTED], and Does 1-50, Plaintiff alleges as follows:

22 58. Plaintiff hereby realleges and incorporates by reference each and every allegation
23 contained in paragraphs 1 through 57 hereinabove, as if fully set forth in detail herein.

24 59. On April 15, 2015, and prior to their deaths, the foregoing cause of action arose in
25 BETTE and GEORGE's favor. Since their deaths, Plaintiff TINA STEWART has provisionally
26 served as the representative for the ESTATE OF GEORGE AND BETTE PERRY and is
27 seeking a Court order designating her as the sole administrator of the ESTATE OF GEORGE
28 AND BETTE PERRY, as described hereinabove in paragraphs 12 - 13.

58. As a direct and legal result of the combined wrongful acts and/or omissions of
Defendants, PAEZ, M&A, CHASE AUTO FINANCE CORP, [REDACTED], and DOES 1

1 through 50, and each of them, GEORGE and BETTE PERRY suffered injuries requiring
2 medical care and treatment prior to their deaths. As a further direct and legal cause of the
3 wrongful acts of Defendants PAEZ, M&A, CHASE AUTO FINANCE CORP, ~~_____~~
4 and DOES 1 through 50, and each of them, GEORGE and BETTE PERRY incurred medical
5 expenses for the care and treatment of their injuries. Plaintiff TINA STEWART, as provisional
6 administrator of the ESTATE OF GEORGE AND BETTE PERRY, seeks recovery of said
7 economic loss in an amount according to proof at trial.

8 61. Defendants PAEZ and M&A; at all times relevant, acted with oppression, fraud,
9 and/or malice and/or acted despicably with a willful and knowing disregard for the rights and
10 safety of others and an awareness of the probable, dangerous consequences of that conduct and
11 deliberatively failed to avoid those consequences. Plaintiff TINA STEWART, as the provisional
12 administrator of the ESTATE OF GEORGE AND BETTE PERRY, therefore requests that this
13 Court impose punitive damages against Defendants PAEZ and M&A in an amount sufficient to
14 punish and/or deter Defendants' wrongful conduct.

15 WHEREFORE, Plaintiff prays for relief as set forth below.

16 VI. PRAYER FOR RELIEF

17 WHEREFORE, Plaintiff prays judgment against Defendants as hereinafter set forth:

- 18 1. For general damages in an amount according to proof at trial, and beyond
19 the jurisdictional minimum of this Court;
 - 20 2. For funeral and burial expenses, in an amount according to proof at trial;
 - 21 3. For medical and related expenses according to proof at trial;
 - 22 4. For interest upon any judgment entered as provided by law;
 - 23 5. For punitive damages in an amount according to proof at trial;
 - 24 6. For costs of suit incurred herein;
 - 25 7. For such other and further relief as the Court may deem just and proper.
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