

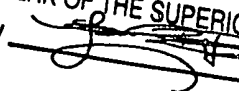


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**ATTORNEYS FOR PLAINTIFFS NALINI
JOYTIKA CHAND AND RANAV CHAND,
BY AND THROUGH HIS GUARDIAN AD
LITEM, SHEILA ROBELLO**

FILED
ALAMEDA COUNTY
JUL 31 2018
CLERK OF THE SUPERIOR COURT
By  DEPUTY

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

NALINI CHAND and RANAV CHAND, by
and through his Guardian ad Litem, Sheila
Robello,


Plaintiffs,

v.

DAIMLER AG, DAIMLER TRUCKS
NORTH AMERICA, RYDER SYSTEM INC.,
RYDER TRUCK RENTAL INC., RYDER
TRUCK RENTAL LT, SATWINDER SINGH
SANDHU, GRANITE ROCK COMPANY,
MANAC INC., MANAC TRAILERS USA,
INC. and DOES ONE through ONE
HUNDRED,

Defendants.

Case No.

 18914973

COMPLAINT FOR DAMAGES

1. Strict Products Liability
2. Negligent Failure to Warn
3. Negligent Design and Manufacture
4. Negligence (Post-Sale)
5. Negligence

INTRODUCTORY ALLEGATIONS

1. On August 9, 2016, Ronald Chand was killed in a motor vehicle collision on northbound Interstate 880 near Industrial Parkway in the County of Alameda, as a result of a defective 2017 Freightliner truck and a defective trailer, as well as the acts and omissions of Defendants DAIMLER AG, DAIMLER TRUCKS NORTH AMERICA, RYDER SYSTEM INC.,

1 RYDER TRUCK RENTAL INC., RYDER TRUCK RENTAL LT, SATWINDER SINGH
2 SANDHU, GRANITE ROCK COMPANY, MANAC INC., MANAC TRAILERS USA, INC. and
3 DOES ONE through ONE HUNDRED. Ronald Chand (now deceased) is survived by his wife,
4 Plaintiff NALINI CHAND and his son, RANAV CHAND, a minor.

5 2. The true names, capacities or involvement, whether individual, corporate,
6 governmental or associate of the defendants named herein as DOE are unknown to plaintiffs who
7 therefore sue said defendants by such fictitious names. Plaintiffs pray leave to amend this
8 complaint to show their true names and capacities when the same have been finally determined.

9 3. Plaintiffs are informed and believe, and upon such information and belief allege,
10 that each of the defendants designated herein as DOE is negligently, strictly or otherwise legally
11 responsible in some manner for the events and happenings herein referred to, and negligently,
12 strictly or otherwise legally caused injury and damages proximately thereby to plaintiffs as is
13 alleged herein.

14 4. At all times herein mentioned, each and every of the defendants was the agent,
15 servant, partner, alter-ego, joint venturer, employee and/or franchisee of each of the other
16 defendants, and each was at all times acting within the course and scope of such agency, service,
17 employment, joint venture, partnership and/or franchise.

18 **The Plaintiffs**

19 5. At all times herein mentioned, Plaintiff NALINI CHAND was the lawful spouse of
20 Ronald Chand (now deceased).

21 6. At all times herein mentioned, Plaintiff RANAV CHAND was the son of Ronald
22 Chand (now deceased). Plaintiff RANAV CHAND is a minor with a date of birth of March 2,
23 2016. Concurrent with the filing of this action, SHEILA ROBELLO was appointed by the
24 Superior Court in and for the County of Alameda, as RANAV CHAND's Guardian ad Litem for
25 purposes of prosecuting this matter.

26 7. Plaintiffs NALINI CHAND and RANAV CHAND constitute all of the wrongful
27 death heirs of Ronald Chand pursuant to Code of Civil Procedure Section 377.60.

1 **The Motor Vehicle Collision**

2 8. On August 9, 2016 around 1:40 a.m., Ronald Chand was a passenger in a certain
3 2017 Freightliner M2 106 bearing California license plate 11559Y1 (hereinafter referred to as
4 "THE 2017 FREIGHTLINER TRUCK"), travelling in a northbound direction on Interstate 880
5 near Industrial Parkway in the City of Hayward, County of Alameda. At said time and place, THE
6 2017 FREIGHTLINER TRUCK struck and collided with a certain 2009 Freightliner truck bearing
7 California license plate 9F39577 (hereinafter referred to as "THE 2009 FREIGHTLINER
8 TRUCK") and 1999 CPS Dump trailer bearing California license plate number 1WK6723
9 (hereinafter referred to as "THE CPS TRAILER"). At all relevant times herein mentioned, THE
10 CPS TRAILER was attached to the rear end of the THE 2009 FREIGHTLINER TRUCK. At the
11 time of the collision, Plaintiffs' decedent Ronald Chand was wearing the lap belt intended for his
12 seat position in THE 2017 FREIGHTLINER TRUCK. At the time of the collision, the lap belt did
13 not safely restrain Ronald Chand and his upper body launched forward in such a manner that
14 Ronald Chand was caused to suffer and sustain fatal injuries.

15 **The Defendants**

16 9. Prior to August 9, 2016, defendants DAIMLER AG, DAIMLER TRUCKS
17 NORTH AMERICA and DOES ONE through TWENTY, and each of them designed, marketed,
18 manufactured, distributed, sold, and/or placed into the stream of commerce for ultimate use by the
19 general public the 2017 Freightliner M2 106 class trucks, including the THE 2017
20 FREIGHTLINER TRUCK.

21 10. At all times herein mentioned, defendants RYDER SYSTEM INC., RYDER
22 TRUCK RENTAL INC., RYDER TRUCK RENTAL LT, and DOES DOES TWENTY-ONE
23 through FORTY, and each of them, owned, leased, rented, controlled, serviced, and maintained
24 THE 2017 FREIGHTLINER TRUCK.

25 11. At all relevant times, defendants RYDER SYSTEM INC., RYDER TRUCK
26 RENTAL INC., RYDER TRUCK RENTAL LT, and DOES TWENTY-ONE through FORTY,
27 and each of them, were business entities engaged in the business of renting, leasing, distributing
28 and marketing in the stream of commerce trucks, tractors, trailers and vans, including but not

1 limited to vocational beverage trucks such as THE 2017 FREIGHTLINER TRUCK. At all
2 relevant times herein, said defendants, and each of them, were doing business throughout the State
3 of California.

4 12. At all times herein mentioned defendants GRANITE ROCK COMPANY,
5 SATWINDER SINGH SANDHU, DOES FORTY-ONE through SIXTY owned, operated,
6 controlled, maintained, and serviced THE 2009 FREIGHTLINER TRUCK and THE CPS
7 TRAILER.

8 13. Prior to August 9, 2016, defendants MANAC INC., MANAC TRAILERS USA,
9 INC. and SIXTY-ONE through EIGHTY, and each of them, designed, marketed, manufactured,
10 distributed, sold, and/or placed into the stream of commerce for ultimate use by the general public
11 THE CPS TRAILER.

12 **FIRST CAUSE OF ACTION**

13 **[Strict Products Liability as to Defendants Daimler AG, Daimler Trucks North America,
14 Ryder System, Inc., Ryder Truck Rental Inc., Ryder Truck Rental LT, and Does One
through Forty]**

15 Plaintiffs NALINI CHAND and RANAV CHAND, by and through his guardian ad litem
16 SHEILA ROBELLO complain of defendants DAIMLER AG, DAIMLER TRUCKS NORTH
17 AMERICA, RYDER SYSTEM INC., RYDER TRUCK RENTAL INC., RYDER TRUCK
18 RENTAL LT, and DOES ONE through FORTY, and each of them, and for a First Cause of
19 Action allege as follows:

20 14. At the time THE 2017 FREIGHTLINER TRUCK left the possession of defendants
21 DAIMLER AG, DAIMLER TRUCKS NORTH AMERICA and DOES ONE through TWENTY,
22 and each of them, it was in a defective condition and was unreasonably dangerous when used in a
23 reasonably foreseeable manner. THE 2017 FREIGHTLINER TRUCK constituted a defective
24 product as that term is used in California law, rendering defendants, and each of them, strictly
25 liable in tort.

26 15. Prior to the date when THE 2017 FREIGHTLINER TRUCK was designed and/or
27 manufactured, defendants DAIMLER AG, DAIMLER TRUCKS NORTH AMERICA and DOES
28 ONE through TWENTY, and each of them, knew that middle seat occupants of THE 2017

1 FREIGHTLINER TRUCK would not be reasonably protected during a frontal impact collision if
2 the vehicle did not have a combination lap-shoulder belt in that position and knew that lap-only
3 seatbelts substantially increased the risk of injury and death in frontal impact collisions.

4 16. On and prior to August 9, 2016, THE 2017 FREIGHTLINER TRUCK was
5 defective in its design, in that, among other things, the occupant restraint system provided in the
6 vehicle, including the seatbelts, would not, could not and did not perform in a manner as safely as
7 an ordinary consumer would expect when subjected to foreseeable accident conditions, and
8 further, THE 2017 FREIGHTLINER TRUCK as designed, caused fatal injuries to decedent
9 Ronald Chand when the vehicle failed to perform as it should have.

10 17. On and prior to August 9, 2016, THE 2017 FREIGHTLINER TRUCK was further
11 defective in its design, in that, it was either not equipped with the OnGuard Collision Mitigation
12 System in THE 2017 FREIGHTLINER TRUCK or the system failed to function as intended. The
13 absence of the OnGuard Collision Mitigation System and/or the system's failure was a substantial
14 factor in causing the subject collision.

15 18. THE 2017 FREIGHTLINER TRUCK was also defective because it differed from
16 the intended result of the defendants, and each of them, and also differed from apparently identical
17 products from the same manufacturer.

18 19. THE 2017 FREIGHTLINER TRUCK as designed and manufactured, directly and
19 proximately caused the death of Plaintiffs' decedent, Ronald Chand.

20 20. By reason of the premises, and as a direct and legal result of the carelessness,
21 negligence, fault and culpable conduct of defendants, and each of them, Ronald Chand was caused
22 to suffer fatal injuries, which caused his death on August 9, 2016.

23 21. By reason of the death of Ronald Chand, and as a direct and legal result thereof,
24 plaintiffs NALINI CHAND and RANAV CHAND herein have incurred special damages
25 representing funeral costs, burial costs, and costs incident to the disposition of the remains of the
26 deceased, the precise amount of such expenses being presently unknown to plaintiffs, but which
27 such expenses plaintiffs herein pray leave to insert by way of amendment when the same have
28 been finally determined.

1 28. On and prior to August 9, 2016, defendants DAIMLER AG, DAIMLER TRUCKS
2 NORTH AMERICA, RYDER SYSTEM INC., RYDER TRUCK RENTAL INC., RYDER
3 TRUCK RENTAL LT, and DOES ONE through FORTY, and each of them, failed to adequately
4 warn or instruct of the above-described defects and knowable risks associated with THE 2017
5 FREIGHTLINER TRUCK.

6 29. Defendants DAIMLER AG, DAIMLER TRUCKS NORTH AMERICA, RYDER
7 SYSTEM INC., RYDER TRUCK RENTAL INC., RYDER TRUCK RENTAL LT, and DOES
8 ONE through FORTY, and each of them, knew or should have known that THE 2017
9 FREIGHTLINER TRUCK was to be used by a consumer without analysis or inspection of or for
10 performance characteristics or defects.

11 30. THE 2017 FREIGHTLINER TRUCK was unsafe for its intended use by reason of
12 the failure of defendants DAIMLER AG, DAIMLER TRUCKS NORTH AMERICA, RYDER
13 SYSTEM INC., RYDER TRUCK RENTAL INC., RYDER TRUCK RENTAL LT, and DOES
14 ONE through FORTY, and each of them, to provide adequate and appropriate instructions and
15 warnings relating to the characteristics of THE 2017 FREIGHTLINER TRUCK, and to advise
16 decedent of the fact that THE 2017 FREIGHTLINER TRUCK was not capable of performing as
17 expected under reasonably foreseeable conditions.

18 31. At all relevant times herein, defendants DAIMLER AG, DAIMLER TRUCKS
19 NORTH AMERICA, RYDER SYSTEM INC., RYDER TRUCK RENTAL INC., RYDER
20 TRUCK RENTAL LT, and DOES ONE through FORTY, and each of them, had a duty to provide
21 complete, accurate and adequate instructions, information and warnings, including without
22 limitation, safety information and warnings regarding the known or knowable performance
23 characteristics and/or injury-causing propensities of THE 2017 FREIGHTLINER TRUCK in
24 foreseeable scenarios.

25 32. At all relevant times herein, defendants DAIMLER AG, DAIMLER TRUCKS
26 NORTH AMERICA, RYDER SYSTEM INC., RYDER TRUCK RENTAL INC., RYDER
27 TRUCK RENTAL LT, and DOES ONE through FORTY, and each of them, failed and omitted to
28 provide said information, such that decedent Ronald Chand was not provided with information,

1 known or knowable, to the defendants, which would have prevented him from riding in THE 2017
2 FREIGHTLINER TRUCK and relying on its seatbelts and other vehicle safety features.

3 33. As a direct, legal and concurrent cause of the fault of the defendants as above-
4 described, defendants and each of them, are liable to plaintiffs NALINI CHAND and RANAV
5 CHAND for their negligent failure to warn and instruct as required by law.

6 34. As a direct, proximate, legal and concurrent result of the liability, fault and
7 negligence of defendants DAIMLER AG, DAIMLER TRUCKS NORTH AMERICA, RYDER
8 SYSTEM INC., RYDER TRUCK RENTAL INC., RYDER TRUCK RENTAL LT, and DOES
9 ONE through FORTY, and each of them, decedent Ronald Chand suffered fatal injuries and
10 plaintiffs NALINI CHAND and RANAV CHAND were caused to suffer and sustain damages
11 hereinabove set forth.

12 WHEREFORE, plaintiffs pray judgment against the defendants, and each of them, as
13 hereinafter set forth.

14 **THIRD CAUSE OF ACTION**

15 **[Negligent Design and Manufacture as to Defendants Daimler AG, Daimler Trucks North
16 America, Ryder System, Inc., Ryder Truck Rental Inc., Ryder Truck Rental LT, and Does
One Through Forty]**

17 Plaintiffs NALINI CHAND and RANAV CHAND, by and through his guardian ad litem
18 SHEILA ROBELLO complain of defendants DAIMLER AG, DAIMLER TRUCKS NORTH
19 AMERICA, RYDER SYSTEM INC., RYDER TRUCK RENTAL INC., RYDER TRUCK
20 RENTAL LT, and DOES ONE through FORTY, and each of them, and allege as follows:

21 35. Plaintiffs NALINI CHAND and RANAV CHAND, by and through his guardian
22 ad litem SHEILA ROBELLO hereby refer to, reallege and incorporate by this reference as though
23 set forth in full, each and every allegation of paragraphs 1 - 34, and make them a part of this, the
24 Third Cause of Action, as though set forth in full.

25 36. At all relevant times herein, THE 2017 FREIGHTLINER TRUCK was a product
26 that was reasonably certain to be dangerous if negligently made, and defendants DAIMLER AG,
27 DAIMLER TRUCKS NORTH AMERICA, RYDER SYSTEM INC., RYDER TRUCK RENTAL
28 INC., RYDER TRUCK RENTAL LT, and DOES ONE through FORTY, and each of them, had a

1 duty to exercise reasonable care in the design, manufacture, testing and inspection of THE 2017
2 FREIGHTLINER TRUCK so that it could be safely used in a manner and for a purpose for which
3 it was made.

4 37. At all relevant times herein, defendants DAIMLER AG, DAIMLER TRUCKS
5 NORTH AMERICA, RYDER SYSTEM INC., RYDER TRUCK RENTAL INC., RYDER
6 TRUCK RENTAL LT, and DOES ONE through FORTY, and each of them, had a duty to
7 exercise reasonable care in the testing and inspection of THE 2017 FREIGHTLINER TRUCK so
8 that it could be safely used in a manner and for a purpose for which it was made.

9 38. On and prior to August 9, 2016, defendants DAIMLER AG, DAIMLER TRUCKS
10 NORTH AMERICA, RYDER SYSTEM INC., RYDER TRUCK RENTAL INC., RYDER
11 TRUCK RENTAL LT, and DOES ONE through FORTY, and each of them, breached said duty,
12 and were negligent and careless in and about their design, manufacture, testing, promotion, sale,
13 distribution and marketing of THE 2017 FREIGHTLINER TRUCK.

14 39. As a direct, proximate, legal and concurrent result of the liability, fault and
15 negligence of defendants DAIMLER AG, DAIMLER TRUCKS NORTH AMERICA, RYDER
16 SYSTEM INC., RYDER TRUCK RENTAL INC., RYDER TRUCK RENTAL LT, and DOES
17 ONE through NINETY, and each of them, decedent Ronald Chand suffered fatal injuries and
18 plaintiffs NALINI CHAND and RANAV CHAND were caused to suffer and sustain damages
19 hereinabove set forth.

20 WHEREFORE, plaintiff prays judgment against the defendants, and each of them, as
21 hereinafter set forth.

22 **FOURTH CAUSE OF ACTION**

23 **[Negligence (Post Sale) as to Daimler AG, Daimler Trucks North America, Ryder System**
24 **Inc., Ryder Truck Rental Inc., Ryder Truck Rental LT, and Does One through Forty]**

25 Plaintiffs NALINI CHAND and RANAV CHAND, by and through his guardian ad litem
26 SHEILA ROBELLO complain of defendants DAIMLER AG, DAIMLER TRUCKS NORTH
27 AMERICA, RYDER SYSTEM INC., RYDER TRUCK RENTAL INC., RYDER TRUCK
28 RENTAL LT, and DOES ONE through FORTY, and each of them, and allege as follows:

1 40. Plaintiffs hereby refer to, reallege and incorporate by this reference as though set
2 forth in full, each and every allegation of paragraphs 1 - 39, and makes them a part of this, the
3 Fourth Cause of Action, as though set forth in full.

4 41. For the reasons set forth more fully above and as a result of information acquired
5 after the sale of THE 2017 FREIGHTLINER TRUCK through lawsuits, claims and other means,
6 defendants DAIMLER AG, DAIMLER TRUCKS NORTH AMERICA, RYDER SYSTEM INC.,
7 RYDER TRUCK RENTAL INC., RYDER TRUCK RENTAL LT, and DOES ONE through
8 FORTY, and each of them, knew or should have known that THE 2017 FREIGHTLINER
9 TRUCK was likely to cause injury to its occupants when used in a reasonably foreseeable manner.

10 42. At all times herein relevant, defendants DAIMLER AG, DAIMLER TRUCKS
11 NORTH AMERICA, RYDER SYSTEM INC., RYDER TRUCK RENTAL INC., RYDER
12 TRUCK RENTAL LT, and DOES ONE through FORTY, and each of them, had the technical
13 ability and knowledge to identify purchasers, owners and/or users of 2017 Freightliner M2 106
14 vehicles like THE 2017 FREIGHTLINER TRUCK through reasonable steps and actions.

15 43. At all times herein relevant, defendants DAIMLER AG, DAIMLER TRUCKS
16 NORTH AMERICA, RYDER SYSTEM INC., RYDER TRUCK RENTAL INC., RYDER
17 TRUCK RENTAL LT, and DOES ONE through FORTY, and each of them, knew or should have
18 known that purchasers, owners and/or users of 2017 Freightliner M2 106 vehicles like THE 2017
19 FREIGHTLINER TRUCK were unaware of the defects in the vehicle.

20 44. At all times herein relevant, a reasonable and truthful warning could have
21 effectively been communicated to, and acted on, by purchasers, owners and/or users of 2017
22 Freightliner M2 106 vehicles.

23 45. At all times herein relevant, the risk of harm to people travelling in the defective
24 and unreasonably dangerous 2017 Freightliner M2 106 vehicles was sufficiently great to justify
25 the burden of providing a post-marketing warning.

26 46. At all times herein relevant, a reasonable manufacture, bailor, supplier or seller in
27 the position of defendants DAIMLER AG, DAIMLER TRUCKS NORTH AMERICA, RYDER
28 SYSTEM INC., RYDER TRUCK RENTAL INC., RYDER TRUCK RENTAL LT, and DOES

1 ONE through FORTY, and each of them, would have issued a recall, instituted a product
2 exchange program, and/or provided warning to the public, purchasers, users and consumers of
3 2017 Freightliner M2 106 vehicles like THE 2017 FREIGHTLINER TRUCK of the product's
4 defective condition in light of the risk of harm and despite any burden imposed by providing a
5 warning.

6 47. By reason of the premises and as a direct and legal result of the negligent failure of
7 defendants DAIMLER AG, DAIMLER TRUCKS NORTH AMERICA, RYDER SYSTEM INC.,
8 RYDER TRUCK RENTAL INC., RYDER TRUCK RENTAL LT, and DOES ONE through
9 FORTY, and each of them, to issue a recall, institute a product exchange program, and/or provide
10 an adequate warning, or any warning at all, to the public, purchasers, users, and consumers of
11 2017 Freightliner M2 106 vehicles like THE 2017 FREIGHTLINER TRUCK after the original
12 sale of the vehicles, decedent Ronald Chand suffered fatal injuries and plaintiffs NALINI CHAND
13 and RANAV CHAND were caused to suffer and sustain damages hereinabove set forth.

14 WHEREFORE, plaintiff prays judgment against the defendants, and each of them, as
15 hereinafter set forth.

16 **FIFTH CAUSE OF ACTION**

17 **[Strict Products Liability as to Defendants Manac Inc., Manac Trailers USA Inc. and Does
Forty-One through Eighty]**

18 Plaintiffs NALINI CHAND and RANAV CHAND, by and through his guardian ad litem
19 SHEILA ROBELLO complain of defendants MANAC INC., MANAC TRAILERS USA, INC.
20 and DOES FORTY-ONE through EIGHTY, and each of them, and for a Fifth Cause of Action
21 allege as follows:

22 48. Plaintiffs hereby refer to, reallege and incorporate by this reference as though set
23 forth in full, each and every allegation of paragraphs 1 - 47, and makes them a part of this, the
24 Fourth Cause of Action, as though set forth in full.

25 49. At the time THE CPS TRAILER left the possession of defendants MANAC INC.,
26 MANAC TRAILERS USA, INC. and FORTY-ONE through EIGHTY, and each of them, it was
27 in a defective condition and was unreasonably dangerous when used in a reasonably foreseeable
28

1 manner. THE CPS TRAILER constituted a defective product as that term is used in California
2 law, rendering defendants, and each of them, strictly liable in tort.

3 50. All heavy trailers manufactured on or after December 1, 1993 must be equipped
4 with red-and-white retroreflective tape, sheeting and/or reflex reflectors around the sides and rear
5 to make them more conspicuous. The National Highway Traffic Safety Administration (NHTSA)
6 established this requirement, with its various options, in December 1992 by amending Federal
7 Motor Vehicle Safety Standard (FMVSS) No. 108, "Lamps, Reflective Devices, and Associated
8 Equipment."

9 51. According to the NHTSA, the purpose of the retroreflective material is "to increase
10 the visibility of heavy trailers to other motorists, especially in the dark. At those times, the tape
11 brightly reflects other motorists' headlights and warns them that they are closing on a heavy
12 trailer. In the dark, without the tape, many trailers do not become visible to other road users until
13 they are dangerously close. The alternating red-and-white pattern flags its bearer as a heavy trailer
14 and at the same time helps other road users gauge their distance and rate of approach."

15 52. On and prior to August 9, 2016, THE CPS TRAILER was defective in its design, in
16 that, among other things, it lacked features to make it conspicuous to motorists, including but not
17 limited to red-and-white retroreflective tape, sheeting and/or reflex reflectors around the sides and
18 rear. THE CPS TRAILER would not, could not and did not perform in a manner as safely as an
19 ordinary consumer would expect when subjected to foreseeable accident conditions.

20 53. THE CPS TRAILER as designed and manufactured, was a substantial cause of the
21 collision between THE 2017 FREIGHTLINER TRUCK and the back of THE CPS TRAILER, and
22 a direct and proximate cause of the death of Plaintiffs' decedent Ronald Chand.

23 54. By reason of the premises, and as a direct and legal result of the carelessness,
24 negligence, fault and culpable conduct of defendants, and each of them, Ronald Chand was caused
25 to suffer fatal injuries, which caused his death on August 9, 2016.

26 55. By reason of the death of Ronald Chand, and as a direct and legal result thereof,
27 plaintiffs NALINI CHAND and RANAV CHAND suffered and sustained the harm and damages
28 hereinabove and hereinafter set forth.

1 WHEREFORE, plaintiffs pray judgment against the defendants, and each of them, as
2 hereinafter set forth.

3
4 **SIXTH CAUSE OF ACTION**

5 **[Negligent Design and Manufacture as to Defendants Manac Inc., Manac Trailers USA
6 Inc. and Does Forty-One through Eighty]**

7 Plaintiffs NALINI CHAND and RANAV CHAND, by and through his guardian ad litem
8 SHEILA ROBELLO complain of defendants MANAC INC., MANAC TRAILERS USA, INC.
9 and DOES FORTY-ONE through EIGHTY, and each of them, and allege as follows:

10 56. Plaintiffs NALINI CHAND and RANAV CHAND, by and through his guardian
11 ad litem SHEILA ROBELLO hereby refer to, reallege and incorporate by this reference as though
12 set forth in full, each and every allegation of paragraphs 1 - 55, and make them a part of this, the
13 Sixth Cause of Action, as though set forth in full.

14 57. At all relevant times herein, THE CPS TRAILER was a product that was
15 reasonably certain to be dangerous if negligently made, and defendants MANAC INC., MANAC
16 TRAILERS USA, INC. and FORTY-ONE through EIGHTY, and each of them, had a duty to
17 exercise reasonable care in the design, manufacture, testing and inspection of THE CPS TRAILER
18 so that it could be safely used in a manner and for a purpose for which it was made.

19 58. At all relevant times herein, defendants MANAC INC., MANAC TRAILERS
20 USA, INC. and FORTY-ONE through EIGHTY, and each of them, had a duty to exercise
21 reasonable care in the testing and inspection of THE CPS TRAILER so that it could be safely used
22 in a manner and for a purpose for which it was made.

23 59. On and prior to August 9, 2016, defendants MANAC INC., MANAC TRAILERS
24 USA, INC. and FORTY-ONE through EIGHTY, and each of them, breached said duty, and were
25 negligent and careless in and about their design, manufacture, testing, promotion, sale, distribution
26 and marketing of THE CPS TRAILER.

27 60. As a direct, proximate, legal and concurrent result of the liability, fault and
28 negligence of defendants MANAC INC., MANAC TRAILERS USA, INC. and DOES ONE
through NINETY, and each of them, decedent Ronald Chand suffered fatal injuries and plaintiffs

1 NALINI CHAND and RANAV CHAND were caused to suffer and sustain damages hereinabove
2 set forth.

3 WHEREFORE, plaintiff prays judgment against the defendants, and each of them, as
4 hereinafter set forth.

5 **SEVENTH CAUSE OF ACTION**

6 **[Negligence (Post Sale) as to Defendants Manac Inc., Manac Trailers USA Inc., and Does
Forty-One through Ninety]**

7 As and for a Seventh separate and distinct cause of action, plaintiffs NALINI CHAND and
8 RANAV CHAND, by and through his guardian ad litem SHEILA ROBELLO complain of
9 defendants MANAC INC., MANAC TRAILERS USA, INC. and DOES FORTY-ONE through
10 NINETY, and each of them, and allege as follows:

11 61. Plaintiffs hereby refer to, reallege and incorporate by this reference as though set
12 forth in full, each and every allegation of paragraphs 1 - 59 herein, and makes them a part of this,
13 the Seventh Cause of Action, as though set forth in full.

14 62. For the reasons set forth more fully above and as a result of information acquired
15 after the sale of THE CPS TRAILER through lawsuits, claims and other means, defendants
16 MANAC INC., MANAC TRAILERS USA, INC. and FORTY-ONE through NINETY, and each
17 of them, knew or should have known that THE CPS TRAILER was likely to cause injury to its
18 members of the public when used in a reasonably foreseeable manner.

19 63. At all times herein relevant, defendants MANAC INC., MANAC TRAILERS
20 USA, INC. and SIXTY-ONE through EIGHTY, and each of them, had the technical ability and
21 knowledge to identify purchasers, owners and/or users of 1999 CPS trailers like THE CPS
22 TRAILER through reasonable steps and actions.

23 64. At all times herein relevant, defendants MANAC INC., MANAC TRAILERS
24 USA, INC. and FORTY-ONE through NINETY, and each of them, knew or should have known
25 that purchasers, owners and/or users of 1999 CPS trailers like THE CPS TRAILER were unaware
26 of the defects in the vehicle.

27 65. At all times herein relevant, a reasonable and truthful warning could have
28 effectively been communicated to, and acted on, by purchasers, owners and/or users of 1999 CPS

1 trailers.

2 66. At all times herein relevant, the risk of harm to people travelling on the road with
3 the defective and unreasonably dangerous 1999 CPS trailers was sufficiently great to justify the
4 burden of providing a post-marketing warning.

5 67. At all times herein relevant, a reasonable manufacture, bailor, supplier or seller in
6 the position of MANAC INC., MANAC TRAILERS USA, INC. and FORTY-ONE through
7 NINETY, and each of them, would have issued a recall, instituted a product exchange program,
8 and/or provided warning to the public, purchasers, users and consumers of 1999 CPS trailers like
9 THE CPS TRAILER of the product's defective condition in light of the risk of harm and despite
10 any burden imposed by providing a warning.

11 68. By reason of the premises and as a direct and legal result of the negligent failure of
12 defendants MANAC INC., MANAC TRAILERS USA, INC. and SIXTY-ONE through EIGHTY,
13 and each of them, to issue a recall, institute a product exchange program, and/or provide an
14 adequate warning, or any warning at all, to the public, purchasers, users, and consumers of 1999
15 CPS trailers like THE CPS TRAILER after the original sale of the equipment, decedent Ronald
16 Chand suffered fatal injuries and plaintiffs NALINI CHAND and RANAV CHAND were caused
17 to suffer and sustain damages hereinabove set forth.

18 WHEREFORE, plaintiff prays judgment against the defendants, and each of them, as
19 hereinafter set forth.

20 **EIGHTH CAUSE OF ACTION**

21 **[Negligence as to Defendants Sandhu, Granite Rock Company and
22 Does Forty-One through Sixty]**

23 Plaintiffs NALINI CHAND and RANAV CHAND, by and through his guardian ad litem
24 SHEILA ROBELLO complain of defendants SATWINDER SINGH SANDHU, GRANITE
25 ROCK COMPANY, and DOES FORTY-ONE through SIXTY, and each of them, and allege as
26 follows:

27 69. Plaintiffs hereby refer to, reallege and incorporate by this reference as though set
28 forth in full, each and every allegation of paragraphs 1 - 68, and makes them a part of this, the
Eighth Cause of Action, as though set forth in full.

1 70. On August 9, 2016, at or about 1:40 a.m., defendants SATWINDER SINGH
2 SANDHU, GRANITE ROCK COMPANY, and Does FORTY-ONE through SIXTY, and each of
3 them, were traveling in THE 2009 FREIGHTLINER TRUCK and THE CPS TRAILER in a
4 northbound direction on Interstate 880 near Industrial Parkway in the City of Hayward, County of
5 Alameda.

6 71. At all times herein mentioned, defendants SATWINDER SINGH SANDHU,
7 GRANITE ROCK COMPANY, and Does FORTY-ONE through SIXTY, and each of them, so
8 carelessly and negligently drove, operated, maintained, equipped, owned, entrusted, serviced and
9 controlled THE 2009 FREIGHTLINER TRUCK and THE CPS TRAILER so as to cause the
10 subject collision between THE 2017 FREIGHTLINER TRUCK and THE CPS TRAILER.

11 72. By reason of the premises, and as a direct and legal result of the negligence and
12 carelessness of defendants SATWINDER SINGH SANDHU, GRANITE ROCK COMPANY, and
13 DOES FORTY-ONE through SIXTY, and each of them, decedent Ronald Chand suffered fatal
14 injuries and plaintiffs NALINI CHAND and RANAV CHAND were caused to suffer and sustain
15 damages hereinabove set forth.

16 WHEREFORE, plaintiffs demand judgment against defendants, and each of them, as
17 follows:

- 18 A. For general damages according to proof;
19 B. For special damages according to proof;
20 C. For costs of suit;
21 D. For pre-judgment interest according to law; and
22 E. For such other and further relief as the court may deem proper.

23 Dated: July 31, 2018

WALKUP, MELODIA, KELLY & SCHOENBERGER

24
25 By: 

MICHAEL A. KELLY

DORIS CHENG

26 ANDREW P. McDEVITT

27 Attorneys for Plaintiffs Nalini Chand and Ranav Chand, by
28 and through his Guardian ad Litem, Sheila Robello