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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **IN AND FOR THE COUNTY OF SAN FRANCISCO**
20 **UNLIMITED CIVIL JURISDICTION**

21 JOSE SANDOVAL and GLENDA DORIS
22 SANDOVAL,

23 Plaintiffs

24 v.

25 UBER TECHNOLOGIES, INC., RAISER,
26 LLC, RAISER-CA, LLC, SONG ZHENG;
27 MARLENE GARCIA, and DOES 1 to 100,
28 inclusive,

Defendants.

Case No.:

COMPLAINT FOR DAMAGES FOR:

1. **WRONGFUL DEATH-
NEGLIGENCE – MOTOR
VEHICLE**
2. **WRONGFUL DEATH-
NEGLIGENCE**
3. **WRONGFUL DEATH-NEGLIGENT
HIRING, RETENTION, TRAINING
AND SUPERVISION**
4. **PUNITIVE DAMAGES**
5. **BREACH OF A MANDATORY
DUTY**

DEMAND FOR JURY TRIAL

Assigned for All Purposes

Judge Donald F. Gaffney

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

AUG 02 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**ELECTRONICALLY
FILED**
Superior Court of California,
County of San Francisco
08/02/2024
Clerk of the Court
BY: AUSTIN LAM
Deputy Clerk

30-2025

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1 **COMPLAINT FOR DAMAGES**

2 COMES NOW PLAINTIFFS JOSE SANDOVAL and GLENDA DORIS SANDOVAL by
3 and through their attorneys, The Dolan Law Firm, P.C. and Cohn & Swartzon LLP, who submit this
4 Complaint for personal injuries and damages, and Demand for Jury Trial against each of the
5 Defendants named herein.

6 **JURISDICTION AND VENUE**

7 1. This Court has personal jurisdiction over the Defendants because they are residents of
8 and/or are doing business in the State of California.

9 2. Venue is proper in the County of San Francisco in accordance with Section 395(a) of
10 the California Code of Civil Procedure because the Defendants, or some of them, reside and/or operate
11 businesses in San Francisco County. The subject matter of this Complaint is properly heard by this
12 Court, as the amount in controversy as set forth in this Complaint exceeds the statutory minimum.

13 3. This Court has personal jurisdiction over Defendants, consistent with the California
14 and U.S. Constitution, based on their locations of headquarters and principal place of business in
15 California. Further, Defendants purposefully availed themselves of the privileges of conducting
16 activities and business within the State of California and this litigation results from injuries that arise
17 out of or relate to those activities.

18 **PARTIES**

19 4. Plaintiff JOSE SANDOVAL is an adult male. At the time of the collision which forms
20 the basis of this wrongful death action he was the father of decedent NEYDA SANDOVAL
21 (hereinafter "DECEDENT").

22 5. Plaintiff GLENDA DORIS SANDOVAL is an adult female. She is the mother of
23 DECEDENT.

24 6. JOSE SANDOVAL and GLENDA DORIS SANDOVAL are collectively referred to
25 as PLAINTIFFS in this action.

26 7. PLAINTIFFS are informed and believe, and based on that information and belief,
27 allege that DEFENDANT MARLENE GARCIA ("Defendant GARCIA") is an adult female who was
28



1 at all times mentioned herein a resident of the City of Garden Grove, County of Orange, State of
2 California.

3 8. Defendant GARCIA was the driver of the vehicle, a 2019 Subaru CrossTrek,
4 California license plate number 8MSL540, that was involved in the collision with DECEDENT on
5 the I-605 Northbound approximately 548 feet south of Katella Avenue, in the County of Orange,
6 California.

7 9. PLAINTIFFS are informed and believe and based on that information and belief,
8 allege that Defendant UBER TECHNOLOGIES, INC. (hereinafter "UBER"), a Delaware
9 corporation, and DOES 1-100, are corporations and/or business entities of a form unknown, that run
10 a transportation network company ("TNC") known as UBER which provides a number of
11 transportation options and vehicles for users of their service through an online-enabled application
12 (hereinafter "UBER APP"). UBER has its principal place of business in San Francisco, California,
13 and conducts business regularly in San Francisco, California.

14 10. PLAINTIFFS are is informed and believe and based on that information and belief,
15 allege that Defendant RASIER LLC (hereinafter "RASIER"), a Delaware limited liability company,
16 is a wholly owned subsidiary of UBER and the parent company of Defendant RASIER-CA LLC
17 (hereinafter "RASIER-CA"), a Delaware limited liability company. RASIER and RASIER-CA and
18 DOES 1-100 have their principal places of business and conduct business in San Francisco,
19 California.

20 11. Defendant SONG ZHENG was the driver of the vehicle, a 2021 Toyota Prius,
21 California license plate 8VMD920, involved in the collision involving DECEDENT on the I-605
22 Northbound approximately 548 feet south of Katella Avenue, in the County of Orange, California.

23 12. Defendant SONG ZHENG (hereinafter "UBER DRIVER ZHENG") is and was at all
24 relevant times relevant in this Complaint, the UBER driver/employee, that was negligent as plead
25 herein. Defendant UBER DRIVER ZHENG is legally responsible in some manner for the events and
26 happenings herein referred to and caused injuries, harm, and damages to PLAINTIFFS, as herein
27 alleged.

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1 13. At all times relevant, UBER DRIVER ZHENG was acting in the course and scope of
2 his employment and/or agency with UBER, RASIER, RASIER-CA, and DOES 1-100 and at their
3 control and direction and under their supervision.

4 14. PLAINTIFFS are informed and believe and, on the basis of said information and
5 belief, alleges that, at all times relevant to this Complaint, UBER and/or RASIER and/or RASIER-
6 CA and/or DOES 1-100 were the employers of the UBER DRIVER ZHENG, and/or his partner,
7 and/or an agency relationship existed between them.

8 15. PLAINTIFFS are informed and believe and, on the basis of said information and
9 belief, alleges that, at all times herein material to the matters alleged, each of the Defendants was the
10 agent and/or employee and/or partner of each of the remaining Defendants and, in doing the things
11 herein alleged, was acting within the course and scope of such agency and/or employment, and/or
12 aided, and/or abetted the others, and/or ratified the acts of the others so as to make them liable for the
13 PLAINTIFFS' damages.

14 16. PLAINTIFFS are informed and believe and, based on said information and belief,
15 alleges that there is a unity of interest and operation between UBER, RASIER, RASIER-CA, UBER
16 DRIVER ZHENG, DOES 1-100 such that their separate and independent classification is but a fiction
17 and that each is the alter-ego of the other.

18 17. Unless otherwise specified, the term "Defendants" refers to and will be used
19 hereinafter to describe each and every Defendant including DOES 1-100 collectively.

20 18. The true names or capacities, whether individual, agent, employee, employer,
21 corporate, partner, associate, or otherwise of the Defendants designated herein as DOES 1-100,
22 inclusive, and each of them, are unknown to PLAINTIFFS, who therefore sues said Defendants by
23 such fictitious names. PLAINTIFFS will seek leave to amend this Complaint at such time as the true
24 names and/or capacities of DOES 1-100 are ascertained. PLAINTIFFS are informed and believe, and
25 thereon allege, that each of the Defendants designated herein as a DOE is negligently or otherwise
26 responsible in some manner for the events and happenings herein referred to and negligently caused
27 the injuries and damages to PLAINTIFFS as herein alleged.

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1 19. PLAINTIFFS are informed and believe and thereon alleges that at all times mentioned
2 in this Complaint, each of the Defendants, was the agent and/or employee and/or partner of each of
3 the remaining Defendants and, in doing the things herein alleged, was acting within the course and
4 scope of such agency and/or employment, and/or aided and/or abetted the others and/or ratified the
5 acts of the others so as to make them liable for the PLAINTIFFS' damages.

6 20. PLAINTIFFS are informed and believe and thereon allege that at all times mentioned
7 in this Complaint, there existed, a unity of interests between certain of the Defendants such that any
8 individuality and separateness between these certain Defendants has ceased, and those certain
9 Defendants are the alter ego of the other certain Defendants and exerted control over each other.
10 Adherence to the fiction of the separate existence of these certain Defendants as an entity distinct
11 from other certain Defendants will permit an abuse of the corporate privilege and would sanction
12 fraud and/or promote injustice.

13 21. PLAINTIFFS are informed and believe and thereon allege that at all times relevant,
14 Defendants, and each of them, are liable for the acts of each other through principals of respondeat
15 superior, agency, ostensible agency, partnership, alter-ego and other forms of vicarious liability.

16 22. At all times relevant herein, Defendants, and each of them, did aid and abet the others
17 and in doing so are therefore liable for the conduct of the other.

18 **GENERAL FACTUAL ALLEGATIONS**

19 23. This action arises out of the motor vehicle collision that occurred on October 14, 2023,
20 on I-605 Northbound approximately 548 feet south of Katella Avenue, in the County of Orange,
21 California.

22 24. The vehicle in which DECEDENT was a passenger, 2021 Toyota Prius, was struck by
23 a speeding drunk driver, Defendant GARCIA, after it had pulled over to the side of the road to have
24 DECEDENT exit.

25 25. PLAINTIFFS are informed and believe, and based thereon alleges, that, GARCIA
26 drove at unsafe speed and while intoxicated, when her vehicle veered out of her lane, striking
27 DECEDENT.

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1 26. GARCIA is liable for all damages proximately caused by her negligence.

2 27. PLAINTIFFS are informed and believe, and thereon allege that on October 14, 2023,
3 UBER DRIVER ZHENG operated the 2021 Toyota Prius, when he pulled over to the shoulder of the
4 road to have DECEDENT exit the vehicle while on I-605 Northbound approximately 548 feet south
5 of Katella Avenue, in the County of Orange, California.

6 28. UBER operates a "transportation network company" throughout the world. Through
7 ridesharing, UBER connects UBER drivers and riders (potential passenger) through a software
8 application (UBER APP), which must be downloaded on the users' smartphone. The rider initiates
9 the ride request, including the pick-up and drop off destinations, through the UBER APP which in
10 turn matches the rider with an UBER driver. The UBER driver picks up and drops off the rider at the
11 pre-designated locations.

12 29. UBER requires thousands of drivers so that it can provide rides to its customers
13 quickly. UBER solicits and retains non-professional drivers to provide common carrier transportation
14 services for the public.

15 30. To attract a large pool of drivers, UBER appeals to potential drivers on its website and
16 advertises minimal requirements to become one of its drivers and lucrative financial opportunities.
17 According to UBER: "Anybody can drive with UBER, although there are a few minimum
18 requirements."¹

19 31. The driver needs only to meet the minimum age to drive, have at least one year of
20 licensed driving experience in the US (3 years if you are under 23 years old), have a valid US driver's
21 license, and use a 4-door vehicle, and have proof of residency and vehicle insurance, and have a driver
22 profile photo.

23 32. UBER employs drivers all over the world, including the United States. The
24 employment relationship is at-will and UBER can terminate the employment relationship at its
25 discretion.

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27 _____
28 ¹ <https://www.uber.com/drive/requirements/> (last visited February 11, 2021).



1 33. UBER acts as the employer and *de facto* employer of its drivers, including UBER
2 DRIVER ZHENG, who caused the subject motor vehicle collision, based upon, and including but not
3 limited to the following:

- 4 a. UBER exercises discretion and right to terminate its drivers with or without cause at
5 any time;
- 6 b. UBER exercises control, discretion, and right to suspend its drivers' UBER account
7 and thus suspend its drivers' ability to work and earn money as an UBER driver;
- 8 c. UBER establishes the prices for rides;
- 9 d. UBER drivers cannot negotiate fare prices with riders;
- 10 e. UBER, not the driver, can modify charge to riders;
- 11 f. UBER takes a fee for every ride *it* charges to the customer;
- 12 g. UBER directly bills the customer;
- 13 h. All complaints by customers concerning the UBER driver are handled directly by and
14 through UBER;
- 15 i. UBER prompts customers to rate UBER drivers;
- 16 j. Drivers falling below the minimum UBER established rating standard will be
17 disciplined, including suspension or termination;
- 18 k. UBER controls its drivers' contact with the customers;
- 19 l. UBER prohibits drivers from arranging future rides with customers outside of the
20 UBER APP;
- 21 m. Drivers are required to provide transportation to UBER customers at least once a
22 month to maintain an active driver profile on the UBER APP;
- 23 n. Drivers who reject too many ride requests face discipline, including suspension or
24 termination
- 25 o. UBER dictates the type of music listened to in the car;
- 26 p. UBER dictates the manner of dress and conversation;
- 27 q. UBER establishes the vehicle requirements;
- 28 r. UBER performs motor vehicle history checks and annual inspections;



1 s. UBER maintains its drivers trip records; and

2 t. UBER maintains its customer's information.

3 34. On October 14, 2023, UBER DRIVER ZHENG was acting as an employee of UBER,
4 RASIER LLC, and RASIER-CA, and/or DOES 1-100, within the course and scope of that
5 employment. As described hereinabove, UBER, RASIER, and RASIER-CA, and/or DOES 1-100
6 controlled all details of his work. UBER controlled all facets of payment, payment processing, rate-
7 setting, customer communications, feedback, branding, advertising, logos, and uniformity among
8 drivers. UBER DRIVER ZHENG's work did not require specialized skill. He could be terminated at
9 any time, on UBER's terms.

10 35. On October 14, 2023, UBER DRIVER ZHENG was also UBER, RASIER, and
11 RASIER-CA, and/or DOES 1-100's apparent agent. UBER, RASIER, and RASIER-CA, and/or
12 DOES 1-100 assigned UBER DRIVER ZHENG to escort its customer that was in the car at the time
13 of the incident.

14 36. At all times relevant, UBER DRIVER ZHENG was operating in the course and scope
15 of his employment with Defendants UBER, RASIER, and RASIER-CA and DOES 1-100. UBER,
16 RASIER, RASIER-CA, and/or DOES 1-100 are liable for the actions of its agents and employees
17 directly and under the doctrine of *respondeat superior*.

18 37. UBER, RASIER, RASIER-CA, and/or DOES 1-100 are common carriers that must
19 carry passengers safely and must pick-up/drop-off in a safe location. As a common carrier, UBER,
20 RASIER, and RASIER-CA, and/or DOES 1-100 are vicariously liable for its employees' and agents'
21 intentional and negligent torts, whether or not such acts were committed within the scope of
22 employment. Common carriers must use the highest care and vigilance of a very cautious person.
23 They must all do that human care, vigilance and foresight reasonable under the circumstances to avoid
24 harm to passengers. While a common carrier does not guarantee the safety of its passengers, it must
25 use reasonable skill to provide everything necessary for safe transportation, in view of the
26 transportation used and practical operation of the business.

27 38. PLAINTIFFS are informed and believe, and based upon such information and belief
28 allege that the natural Defendants named herein (including the later named natural DOE Defendants)



1 were at all times relevant hereto, and are, the principal members, owners, managers, directors, and/or
2 officers of the limited partnership Defendants named, or to be named herein. These natural
3 Defendants completely controlled and dominated said limited partnership Defendants which merely
4 exist as their alter ego, there being a unity of interest in ownership between said natural and limited
5 partnership Defendants such that any separateness as recognized in law has ceased to exist. Said
6 natural Defendants have utilized said limited partnership's names and assets as their own, and without
7 regard to the limited partnership entities and the formalities required thereof, in order to evade
8 responsibility on obligations and contracts. Adherence to the fiction of a separate existence for said
9 limited partnership Defendants would permit an abuse of limited partnership/corporate privilege and
10 sanction a fraud. By reason of the above, said natural Defendants should be, and in all respects are,
11 personally liable for any damages and awards of which said limited partnership Defendants are found
12 liable.

13 39. PLAINTIFFS are informed and believe, and based upon such information and belief
14 allege that the natural Defendants named herein, (including the later named natural DOE Defendants),
15 primarily owned, managed, and formed corporate and/or limited liability companies/partnerships to
16 evade responsibility for debts and obligations while pilfering valuable assets thereof.

17 40. PLAINTIFFS are informed and believe, and based upon such information and belief
18 allege that the Defendants, and each of them, knowingly and willingly conspired and agreed among
19 themselves to commit the wrongful acts alleged herein. The Defendants, and each of them, did the
20 acts and things alleged herein pursuant to, and in furtherance of this conspiracy. Furthermore, each
21 of the Defendants furthered said conspiracy by cooperating, lending aid and encouragement, and by
22 ratifying and adopting the acts of the other Defendants as part of their common scheme and design.

23 41. At all times herein mentioned, each of the Defendants herein named was an agent and
24 employee of his or her co-Defendants and, in doing the things herein mentioned, was acting in the
25 course and scope of that agency and employment and with the permission and consent of his or her
26 co-Defendants, including those herein fictitiously named, and is jointly and severally liable to
27 PLAINTIFFS.

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1 42. UBER, RASIER, and RASIER-CA, UBER DRIVER ZHENG, GARCIA, and/or
2 DOES 1-100 breached their duty of care in their actions towards PLAINTIFFS.

3 43. As a result of the collision, PLAINTIFFS sustained severe injuries and damages.

4 **FIRST CAUSE OF ACTION**

5 **WRONGFUL DEATH-NEGLIGENCE – MOTOR VEHICLE**

6 **(As Against All Defendants and DOES 1-100)**

7 44. PLAINTIFFS hereby re-allege and incorporate by reference, each and every allegation
8 in paragraphs 1 through 43, as though fully set forth herein.

9 45. Defendants, and each of them, owed PLAINTIFFS and DECEDENT a duty of
10 reasonable/due care as well as statutory duties established by, including but not limited to, California
11 Vehicle Code §§ 22350, 23152, 23153, 21703, 23103 and 22500.

12 46. Defendants, and each of them did breach one or more of those duties and said breach
13 was the proximate cause of personal injuries and damages to the PLAINTIFFS.

14 47. As a proximate result of the negligence of Defendants, and each of them,
15 PLAINTIFFS have suffered harm, loss and damages and are entitled to damages pursuant to Cal. Civ.
16 Code Section 377.61 and CACI 3921 in an amount to be proven at time of trial.

17 **SECOND CAUSE OF ACTION**

18 **WRONGFUL DEATH-NEGLIGENCE**

19 **(As Against All Defendants and DOES 1-100)**

20 48. PLAINTIFFS hereby re-allege and incorporate by reference, each and every
21 allegation in paragraphs 1 through 47, as though fully set forth herein.

22 49. Defendants, and each of them, owed PLAINTIFFS a duty of reasonable/due care.
23 Defendants, and each of them, failed to exercise reasonable care.

24 50. On or about October 14, 2023, Defendant GARCIA, and/or DOES 1-100, was
25 negligent and did breach one or more of those duties she owed to PLAINTIFFS in operating her
26 vehicle. Said breach was the proximate cause of personal injuries and damages to PLAINTIFFS.

27 51. On or about October 14, 2023, Defendant UBER DRIVER ZHENG, and/or DOES 1-
28 100, was negligent and did breach one or more of those duties he owed to PLAINTIFFS in operating
his vehicle. Said breach was the proximate cause of personal injuries and damages to PLAINTIFFS.



1 52. As a proximate result of the negligence of Defendants, and each of them,
2 PLAINTIFFS have suffered harm, loss and damages and are entitled to damages pursuant to Cal.
3 Civ. Code Section 377.61 and CACI 3921 in an amount to be proven at time of trial.

4 **THIRD CAUSE OF ACTION**

5 **NEGLIGENT HIRING, RETENTION, TRAINING AND SUPERVISION**

6 **(As Against Defendants UBER TECHNOLOGIES, INC., RAISER, LLC, RAISER-CA, LLC**
7 **and DOES 1-100)**

8 53. PLAINTIFFS hereby re-allege and incorporate by reference, each and every
9 allegation in paragraphs 1 through 52, as though fully set forth herein.

10 54. UBER TECHNOLOGIES, INC., RAISER, LLC, RAISER-CA, LLC, and/or DOES
11 1-100, owed the general public a duty of reasonable care in the hiring, training, and supervision of
12 UBER DRIVER ZHENG.

13 55. UBER TECHNOLOGIES, INC., RAISER, LLC, RAISER-CA, LLC, and/or DOES
14 1-100, did breach that duty of care in hiring, retention, training and/or supervision of Defendant
15 UBER DRIVER ZHENG, who was unfit to be a provider of transportation, and who was not
16 adequately trained and/or supervised in his driving. UBER TECHNOLOGIES, INC., RAISER,
17 LLC, RAISER-CA, LLC, and/or DOES 1-100 knew or should have known that Defendant UBER
18 DRIVER ZHENG would operate his vehicle in a manner which would lead to a risk of the very
19 type of danger and harm that occurred on October 14, 2023.

20 56. The negligence of UBER TECHNOLOGIES, INC., RAISER, LLC, RAISER-CA,
21 LLC, and/or DOES 1-100 and breach of that duty of care was a substantial factor and proximate
22 cause of DECEDENT'S death causing harm, loss and damages and, therefore, PLAINTIFFS are
23 entitled to recover damages pursuant to Cal. Civ. Code Section 377.61 and CACI 3921 in an
24 amount to be proven at the time of trial.

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1 **FOURTH CAUSE OF ACTION**

2 **PUNITIVE DAMAGES**

3 **(As Against Defendant GARCIA)**

4 57. PLAINTIFFS hereby re-allege and incorporate by reference, each and every
5 allegation in paragraphs 1 through 56, as though fully set forth herein.

6 58. Prior to the collision, Defendant GARCIA became intoxicated and/or became under
7 the influence of a controlled substance and thereafter drove a car while in that condition, despite her
8 knowledge of the safety hazard created thereby, Defendant GARCIA took control and operated a
9 vehicle while under the influence of alcohol and/or other substance and drove her vehicle recklessly
10 in willful or wanton disregard for the safety of persons or property.

11 59. Defendant GARCIA drove her vehicle, while unable to properly maintain control
12 over the speed and movement of her vehicle.

13 60. Defendant GARCIA and each of them, willfully consumed alcoholic beverages
14 and/or controlled substances to the point of intoxication and impairment, knowing that she
15 thereafter must operate a motor vehicle, thereby combining sharply impaired physical and mental
16 faculties with a vehicle capable of great force and speed and drove the vehicle at a high rate of
17 speed, struck DECEDENT while under the influence of alcohol and/or other substance(s).

18 61. PLAINTIFFS are further informed and believe, and based thereon allege, that the
19 actions of GARCIA as described herein, were so despicable, wanton, willful, malicious, reckless, and
20 done with such conscious disregard for the high probability of risk of severe harm or death to others,
21 including PLAINTIFFS that PLAINTIFFS are entitled to punitive damages pursuant to California
22 Civil Code section 3294 against Defendant GARCIA.

23 62. As a proximate result of the negligence of Defendants, and each of them,
24 PLAINTIFFS have suffered harm, loss and damages and are entitled to damages pursuant to Cal. Civ.
25 Code Section 377.61 and CACI 3921 in an amount to be proven at time of trial.

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1 **SIXTH CAUSE OF ACTION**

2 **BREACH OF A MANDATORY DUTY**

3 **By PLAINTIFFS against UBER; RASIER LLC;**

4 **RASIER-CA LLC; SONG ZHENG and/or DOES 1-100**

5 63. PLAINTIFFS hereby re-allege and incorporate by reference, each and every
6 allegation in paragraphs 1 through 62, as though fully set forth herein.

7 64. Defendants UBER, RASIER LLC, RASIER-CA LLC and ZHENG, and each of
8 them, were at all times mentioned herein, operating as common carriers and were responsible for
9 related duties including, but not limited to, the duty of utmost care, diligence, and courtesy to
10 DECEDENT and others similarly situated.

11 65. Business and Professions Code 7458, 7459 and/or 7461 are laws implemented by
12 the State of California to protect individuals from the type of injury PLAINTIFFS suffered.
13 PLAINTIFFS were of the class of persons intended to be protected by this law.

14 66. Defendants, and each of them, therefore owed PLAINTIFFS a duty to conduct their
15 affairs in accordance with Business and Professions Code 7458, 7459 and/or 7461.

16 67. Defendants, and each of them, breached one or more of the duties established by
17 Business and Professions Code 7458, 7459 and/or 7461 when Defendant ZHENG elected to pull to
18 the side of the freeway and have DECEDENT exit, these violations were a substantial factor in
19 causing, and the proximate cause of, personal injuries suffered by PLAINTIFFS. Such conduct
20 constitutes a breach of a mandatory duty.

21 68. As a proximate result of the negligence of Defendants, and each of them,
22 PLAINTIFFS have suffered harm, loss and damages and are entitled to damages pursuant to Cal.
23 Civ. Code Section 377.61 and CACI 3921 in an amount to be proven at time of trial.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, PLAINTIFFS pray for judgment against Defendants, and each of them, as
26 follows:

- 27 1. For an award of past and future special (economic) damages;
28 2. For an award of past and future general (non-economic) damages;



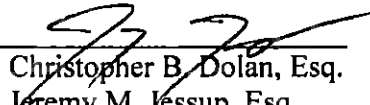
3. Those damages provided for in California Code of Civil Procedure Section 377.61 and CACI 3921;
4. For punitive damages pursuant to *California Civil Code* § 3294;
5. For prejudgment interest, according to proof;
6. For costs of suit as allowed by law;
7. For such other and further relief at the Court deems just and proper.

DEMAND FOR JURY TRIAL

PLAINTIFFS hereby demand a jury trial for all claims which a jury is permitted.

Dated: August 1, 2024

DOLAN LAW FIRM, PC

By: 
Christopher B. Dolan, Esq.
Jeremy M. Jessup, Esq.
Attorneys for Plaintiff

