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Attorneys for Plaintiffs

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 ANDRES SAENZ II, an Individual;
12 CASEY DUNN, an Individual;
13 DANIEL GOEN, an Individual;
14 HOWARD WEISERWEAVER, an Individual;
15 IAN GALLARDO, an Individual;
16 ROBERT WARD, an Individual; and
17 TOM RODRIGUEZ, an Individual,

16 Plaintiffs,

17 v.

18 HEXAGON AGILITY INC., a Delaware
19 Corporation;
20 AGILITY FUEL SOLUTIONS, LLC, a Delaware
21 Limited Liability Company;
22 AGILITY FUEL SYSTEMS, LLC, a Delaware
23 Limited Liability Company;
24 DAIMLER TRUCK NORTH AMERICA LLC;
25 HEAVY LOAD TRANSFER, LLC;
26 TOTAL TRANSPORTATION SERVICES, INC.,
27 a California Corporation;
28 PREMIUM TRANSPORTATION SERVICES,
INC., a Delaware Corporation;
SHANIA JANE SUTTON, an Individual
California Resident; and DOES 1 through 100,
Inclusive,

Defendants.

Case No.: **24LBCV01277**

COMPLAINT FOR DAMAGES

1. NEGLIGENCE
2. NEGLIGENCE
3. STRICT PRODUCTS LIABILITY – DESIGN DEFECT
4. STRICT PRODUCTS LIABILITY – WARNING DEFECT
5. STRICT PRODUCTS LIABILITY – MANUFACTURING DEFECT
6. NEGLIGENCE (PRODUCTS LIABILITY)
7. BREACH OF WARRANTY (IMPLIED/FITNESS)

DEMAND FOR JURY TRIAL

1 Plaintiffs ANDRES SAENZ II, CASEY DUNN, DANIEL GOEN, HOWARD
2 WEISERWEAVER, IAN GALLARDO, ROBERT WARD, and TOM RODRIGUEZ (collectively,
3 “Plaintiffs”) hereby demand a jury trial and complain and allege, based on information and belief,
4 against Defendants HEXAGON AGILITY INC., AGILITY FUEL SOLUTIONS, LLC, AGILITY
5 FUEL SYSTEMS, LLC, DAIMLER TRUCK NORTH AMERICA, LLC, HEAVY LOAD TRANSFER,
6 LLC, TOTAL TRANSPORTATION SERVICES, INC., PREMIUM TRANSPORTATION SERVICES,
7 INC., SHANIA JANEAN SUTTON, and DOES 1 through 100 (collectively “Defendants”), inclusive, as
8 follows:

9 **PARTIES**

10 1. At all times relevant herein, Plaintiff ANDRES SAENZ II (hereinafter “Plaintiff Saenz”) was an individual residing in Riverside County, State of California, and is a competent adult.

11 2. At all times relevant herein, Plaintiff CASEY DUNN (hereinafter “Plaintiff Dunn”) was an individual residing in Orange County, State of California, and is a competent adult.

12 3. At all times relevant herein, Plaintiff DANIEL GOEN (hereinafter “Plaintiff Goen”) was an individual residing in Riverside County, State of California, and is a competent adult.

13 4. At all times relevant herein, Plaintiff HOWARD WEISERWEAVER (hereinafter “Plaintiff Weiserweaver”) was an individual residing in Orange County, State of California, and is a competent adult.

14 5. At all times relevant herein, Plaintiff IAN GALLARDO (hereinafter “Plaintiff Gallardo”) was an individual residing in Los Angeles County, State of California, and is a competent adult.

15 6. At all times relevant herein, Plaintiff ROBERT WARD (hereinafter “Plaintiff Ward”) was an individual residing in Orange County, State of California, and is a competent adult.

16 7. At all times relevant herein, Plaintiff TOM RODRIGUEZ (hereinafter “Plaintiff Rodriguez”) was an individual residing in Orange County, State of California, and is a competent adult.

17 8. Plaintiffs are informed and believe that at all times relevant herein, Defendant SHANIA JANEAN SUTTON (hereinafter “SUTTON”) was a resident of the County of San Bernardino, State of California.

1 9. Plaintiffs are informed and believe that at all times relevant herein, Defendant
2 HEXAGON AGILITY, INC. (hereinafter “HEXAGON”) was a Delaware corporation duly organized
3 and existing in the State of Delaware with its principal place of business in Costa Mesa, California.
4 Plaintiffs are further informed and believe that at all times herein mentioned, Defendant HEXAGON has
5 systemically done business in the State of California, including, but not limited to, in Los Angeles
6 County, through manufacturing, distributing, and selling products, including compressed natural gas
7 tanks, and/or their component parts, and other items and through other actions, including placing its
8 products into the stream of commerce such that they are expected to and do reach consumers in the State
9 of California. HEXAGON has multiple offices within the State of California, and conducts significant
10 business activities within the forum state and in so doing enjoys the benefits and protection of the laws
11 of the state of California including but not limited to the enforcement of contracts, the defense of
12 property, the resulting formation of an effective market for their products, and having employees
13 domiciled within the forum state.

14 10. Plaintiffs are informed and believe that at all times relevant herein, Defendant AGILITY
15 FUEL SOLUTIONS, LLC (hereinafter “AGILITY FUEL SOLUTIONS”) was a Delaware limited
16 liability company duly organized and existing in the State of California with its principal place of
17 business in Costa Mesa, California. Plaintiffs are further informed and believe that at all times herein
18 mentioned, Defendant AGILITY FUEL SOLUTIONS has systemically done business in the State of
19 California, including, but not limited to, in Los Angeles County, through manufacturing, distributing,
20 and selling products, including compressed natural gas tanks, and/or their component parts, and other
21 items and through other actions, including placing its products into the stream of commerce such that
22 they are expected to and do reach consumers in the State of California. AGILITY FUEL SOLUTIONS
23 has offices within the State of California, and conducts significant business activities within the forum
24 state and in so doing enjoys the benefits and protection of the laws of the state of California including
25 but not limited to the enforcement of contracts, the defense of property, the resulting formation of an
26 effective market for their products, and having employees domiciled within the forum state.

27 11. Plaintiffs are informed and believe that at all times relevant herein, Defendant AGILITY
28 FUEL SYSTEMS, LLC (hereinafter “AGILITY FUEL SYSTEMS”) was a Delaware limited liability

1 company duly organized and existing in the State of California with its principal place of business in
2 Costa Mesa, California. Plaintiffs are further informed and believe that at all times herein mentioned,
3 Defendants AGILITY FUEL SYSTEMS has systemically done business in the State of California,
4 including, but not limited to, in Los Angeles County, through manufacturing, distributing, and selling
5 products, including compressed natural gas tanks, and/or their component parts, and other items and
6 through other actions, including placing its products into the stream of commerce such that they are
7 expected to and do reach consumers in the State of California.

8 12. Plaintiffs are further informed and believe that at all times herein mentioned, Defendants
9 DOES 1–30, inclusive, are corporations or entities that have systemically done business in the State of
10 California, including, but not limited to, in Los Angeles County, through manufacturing, distributing,
11 and/or selling products, including compressed natural gas tanks and/or their component parts, and other
12 items and through other actions, including placing its products into the stream of commerce such that
13 they are expected to and do reach consumers in the State of California.

14 13. Plaintiffs are informed and believe that at all times relevant herein, Defendant DAIMLER
15 TRUCK NORTH AMERICA LLC (hereinafter “DAIMLER”) was a Delaware limited liability company
16 duly organized and existing in the State of California with its principal place of business in Portland,
17 Oregon. Plaintiffs are further informed and believe that at all times herein mentioned, Defendant
18 DAIMLER has systemically done business in the State of California, including, but not limited to, in
19 Los Angeles County, through manufacturing, distributing, and selling products, including tractor-trailer
20 trucks, semi-trucks, and/or other trailer towing trucks equipped with compressed natural gas tanks,
21 including their component parts, and other items and through other actions, including placing its
22 products into the stream of commerce such that they are expected to and do reach consumers in the State
23 of California. Under information and belief, DAIMLER TRUCK NORTH AMERICA LLC regularly
24 sells Freightliner model trucks, including the one involved in the subject incident, both nationally, and
25 regionally at dealerships throughout California urging the purchase of their trucks within the forum
26 state, and in so doing DAIMLER TRUCK NORTH AMERICA LLC takes various measures to ensure
27 that customers of their vehicles will continue to have relationships within the forum state by providing
28 dealerships that provide specialized maintenance and repair services, providing trained specialist for

1 their trucks, and by furnishing technological support all within the forum state and in so doing
2 DAIMLER TRUCK NORTH AMERICA LLC actively seeks to serve the market for their trucks and
3 related products within the forum state.

4 14. Plaintiffs are further informed and believe that at all times herein mentioned, Defendants
5 DOES 31–60, inclusive, are corporations or entities that have systemically done business in the State of
6 California, including, but not limited to, in Los Angeles County, through manufacturing, distributing,
7 and/or selling products, including tractor-trailer trucks, semi-trucks, and/or other trailer towing trucks,
8 including their component parts, and other items and through other actions, including placing its
9 products into the stream of commerce such that they are expected to and do reach consumers in the State
10 of California.

11 15. Plaintiffs are informed and believe that at all times relevant herein, Defendant HEAVY
12 LOAD TRANSFER, LLC (hereinafter “HLT”) was a Delaware limited liability company duly
13 organized and existing in the State of California with its principal place of business in Rancho
14 Dominguez, California. Plaintiffs are further informed and believe that at all times herein mentioned,
15 Defendant HLT has systemically done business in the State of California, including, but not limited to,
16 in Los Angeles County, through owning, maintaining, and operating products, including tractor-trailer
17 trucks, semi-trucks, and/or other trailer towing trucks equipped with compressed natural gas tanks,
18 including their component parts, and other items and through other actions, including placing its
19 products into the stream of commerce such that they are expected to and do reach consumers in the State
20 of California.

21 16. Plaintiffs are informed and believe that at all times relevant herein, Defendant TOTAL
22 TRANSPORTATION SERVICES, INC. (hereinafter “TTSI”) was a Delaware corporation duly
23 organized and existing in the State of California with its principal place of business in Rancho
24 Dominguez, California. Plaintiffs are further informed and believe that at all times herein mentioned,
25 Defendant TTSI has systemically done business in the State of California, including, but not limited to,
26 in Los Angeles County, through owning, maintaining, and operating products, including tractor-trailer
27 trucks, semi-trucks, and/or other trailer towing trucks equipped with compressed natural gas tanks,
28 including their component parts, and other items and through other actions, including placing its

1 products into the stream of commerce such that they are expected to and do reach consumers in the State
2 of California.

3 17. Plaintiffs are informed and believe that at all times relevant herein, Defendant
4 PREMIUM TRANSPORTATION SERVICES, INC. (hereinafter "PTSI") was a Delaware corporation
5 duly organized and existing in the State of California with its principal place of business in Long Beach,
6 California. Plaintiffs are further informed and believe that at all times herein mentioned, Defendant
7 PTSI has systemically done business in the State of California, including, but not limited to, in Los
8 Angeles County, through owning, maintaining, and operating products, including tractor-trailer trucks,
9 semi-trucks, and/or other trailer towing trucks, including their component parts, and other items and
10 through other actions, including placing its products into the stream of commerce such that they are
11 expected to and do reach consumers in the State of California.

12 18. Plaintiffs are further informed and believe that at all times herein mentioned, Defendants
13 DOES 61-70, inclusive, are corporations or entities that have systemically done business in the State of
14 California, including, but not limited to, in Los Angeles County, through owning, maintaining, and
15 operating products, including tractor-trailer trucks, semi-trucks, and/or other trailer towing trucks,
16 including their component parts, and other items and through other actions, including placing its
17 products into the stream of commerce such that they are expected to and do reach consumers in the State
18 of California.

19 19. Plaintiffs are further informed and believe that at all times herein mentioned, Defendants
20 DOES 71-80 are persons residing in Los Angeles County, State of California, and are responsible for
21 driving and/or operating and/or maintaining and/or are responsible for the subject vehicle involved in
22 this incident. Plaintiffs are informed and believe and thereupon allege that at all times relevant herein,
23 Defendants DOES 71-80 were acting in the course and scope of their employment for, and/or was acting
24 as an agent and/or was otherwise authorized to act on behalf of, Defendants HLT, TTSI, PTSI, and/or
25 DOES 61-70 at the time of the incident described herein.

26 20. Plaintiffs are further informed and believe that at all times herein mentioned, Defendants
27 81-90 are persons residing and/or conducting significant business within in Los Angeles County, State
28

1 of California, and are responsible for filling, operating, maintaining, and/or repairing the subject tank
2 involved in this incident.

3 21. Plaintiffs are further informed and believe that at all times relevant herein, Defendants
4 HEXAGON, AGILITY FUEL SOLUTIONS, AGILITY FUEL SYSTEMS, DAIMLER, HLT, TTSI,
5 PTSI and DOES 1-100, inclusive, were in the business of designing, manufacturing, assembling, testing,
6 inspecting, selling, distributing, maintaining, and repairing compressed natural gas tanks and/or tractor-
7 trailer trucks, semi-trucks, and/or other trailer towing trucks, including their component parts, and
8 provided warnings and distributed warnings and advisements for their products and component parts.

9 22. Plaintiffs are ignorant to the true names and capacities of any defendants designated
10 herein as DOES 1-100, inclusive, and Plaintiffs therefore sue said defendants by such fictitious names,
11 pursuant to Code of Civil Procedure § 474. Plaintiffs are informed and believe and, on such information
12 and belief, allege that each Doe defendant is responsible in some manner for the events alleged herein,
13 and Plaintiffs will amend the Complaint to state the true names and capacities of said defendants when
14 the same have been ascertained.

15 23. Plaintiffs are informed and believe and thereon allege that at all times relevant herein,
16 Defendants DOES 1-100, inclusive, and each of them, are individuals, businesses, public entities, or
17 otherwise, and the precise nature of which is not presently known to Plaintiffs, and said Defendants were
18 and are authorized to do business in the State of California, including, but not limited to, in the County
19 of Los Angeles, California. Once the exact nature of said Defendants is ascertained by Plaintiff,
20 Plaintiff will amend this Complaint to allege Defendants' correct status and capacity.

21 24. Defendants and DOES 1-100 are and, at all times mentioned herein, were the agents,
22 servants, and employees and/or joint venturers of their Co-Defendants and, in doing the things herein
23 alleged, were acting within the course, scope, purpose and authority of said agency, employment, and/or
24 joint venture and as agents, servants, and employees acted with the permission and consent of their Co-
25 Defendants and/or said acts and/or omissions were ratified by their Co-Defendants. That and each and
26 every Defendant as aforesaid, when acting as a principal, was negligent in the selection and hiring of
27 each and every Defendant as an agent, servant, employee, or joint venture.

28 ///

GENERAL ALLEGATIONS

25. At all times relevant herein, Plaintiffs ANDRES SAENZ II, CASEY DUNN, DANIEL GOEN, HOWARD WEISERWEAVER, IAN GALLARDO, ROBERT WARD, and TOM RODRIGUEZ were firefighters for the Los Angeles City Fire Department.

26. On February 15, 2024, at or around 6:58 a.m., the Los Angeles City Fire Department (“LAFD”), including Plaintiffs, responded to the 1100 block of North Alameda Street in the Wilmington area of the City of Los Angeles, State of California for a reported motor vehicle fire.

27. Within minutes, Plaintiffs arrived at the scene of the reported motor vehicle fire and were presented with a fully involved fire of a Freightliner Semi-Truck (“SUBJECT VEHICLE”) which was operated by Defendant SUTTON while in the course and scope of her employment with Defendants HLT, TTSI, PTSI. The SUBJECT VEHICLE was a compressed natural gas (“CNG”) powered truck, containing two CNG tanks, although the presence of the CNG tanks was not reported to 9-1-1 emergency call takers, nor did Defendant SUTTON notify first responders, such as Plaintiffs, upon their arrival. The SUBJECT VEHICLE fire presented no differently from that of a gasoline powered vehicle fire and there was nothing visible to Plaintiffs on the SUBJECT VEHICLE to warn emergency response personnel, including Plaintiffs, that the SUBJECT VEHICLE was equipped with CNG tanks.

28. Los Angeles Fire Department, Fire Station 49 (hereinafter “49s”) personnel arrived first and positioned their fire apparatus at a nearby fire hydrant approximately fifty (50) to one hundred (100) feet from the SUBJECT VEHICLE. 49s fire personnel then laid a water supply line using the closest accessible hydrant.

29. Approximately one minute later, Los Angeles Fire Department, Fire Station 38 (hereinafter “38s”) personnel arrived and parked their fire apparatus approximately two hundred (200) to two hundred and fifty (250) feet from the SUBJECT VEHICLE. 38s personnel exited their fire apparatus.

30. Immediately upon arrival, LAFD 49s personnel, including Plaintiffs, began their standard practices and procedures to extinguish a fully involved vehicle fire. The nozzleman initially positioned himself on the West side of the SUBJECT VEHICLE and applied water to the West side. Within approximately six (6) minutes after Plaintiffs arrived on scene, a knockdown of the fire was nearly

1 completed. Once the fire was approaching knocked down, Plaintiffs began to apply water to the East
2 side of the SUBJECT VEHICLE.

3 31. At the time Plaintiffs were attempting to extinguish the fire, Plaintiffs were unaware of
4 the hidden danger posed by the defective CNG tank(s) because there was no feasible way for Plaintiffs
5 to have known of the risk of harm of such latent defects. Meaning, if the Plaintiffs had known it was a
6 CNG tank, there was no way to know it was defective and thus no way to understand that there was a
7 bomb about to explode.

8 32. Plaintiffs were unaware that the CNG tank and/or its component parts were improperly
9 designed and/or manufactured, and/or maintained, and/or filled at the time of the incident, there was no
10 feasible way for Plaintiffs to have discerned the hidden dangers associated with the CNG tank and/or its
11 component parts.

12 33. While Plaintiffs were on scene, and without warning, one of the SUBJECT VEHICLE'S
13 CNG tanks ("SUBJECT TANK") on the East side of the SUBJECT VEHICLE exploded like a bomb,
14 propelling Plaintiffs with a massive shock wave. The explosion caused Plaintiffs to suffer severe,
15 agonizing, and life-altering injuries. Had the CNG tank and/or its component parts been designed and/or
16 manufactured and/or maintained properly and/or used properly, and or been filled and operated properly,
17 the explosion which injured Plaintiffs would not have occurred.

18 34. Upon information and belief, Defendants HEXAGON, AGILITY FUEL SYSTEMS, and
19 AGILITY FUEL SOLUTIONS, inclusive, and each of them, manufactured, distributed, sold, and
20 introduced the SUBJECT TANK to the stream of commerce.

21 35. Upon information and belief, Defendants DOES 1-30, inclusive, and each of them,
22 manufactured, distributed, and/or sold, and introduced the SUBJECT TANK to the stream of commerce.

23 36. Upon information and belief, Defendant DAIMLER manufactured, distributed, sold, and
24 introduced the SUBJECT VEHICLE to the stream of commerce.

25 37. Upon information and belief, Defendant DOES 31-60, inclusive, and each of them,
26 manufactured, distributed, and/or sold, and introduced the SUBJECT VEHICLE to the stream of
27 commerce.
28

1 38. Upon information and belief, Defendants HLT, TTSI, PTSI, SUTTON, and DOES 61-70,
2 inclusive, and each of them, either owned, maintained, and/or operated the SUBJECT VEHICLE and
3 SUBJECT TANK.

4 39. Upon information and belief, Defendants DOES 71-80, inclusive, and each of them, were
5 responsible for driving and/or operating and/or maintaining and/or were responsible for the SUBJECT
6 VEHICLE and SUBJECT TANK.

7 40. Upon information and belief, Defendants 81-90, inclusive, and each of them, were
8 responsible for filling and/or operating and/or maintaining and/or repairing the SUBJECT TANK.

9 41. Plaintiffs are informed and believe that as a result of the actions and/or omissions of all
10 Defendants, inclusive, and each of them, Plaintiffs sustained severe injuries.

11
12 **FIRST CAUSE OF ACTION**

13 **NEGLIGENCE**

14 **(Brought by All Plaintiffs Against Defendants HLT, TTSI, PTSI, SUTTON, and DOES 61-100)**

15 42. Plaintiffs reallege and incorporate each and every allegation contained in paragraphs 1
16 through 41 as if fully stated herein.

17 43. Plaintiffs are informed and believe and based thereon allege that at all times relevant
18 herein, Defendants HLT, TTSI, PTSI, and DOES 61-70 are business entities, corporations, public
19 entities, and/or individuals, who in some ways were legally responsible for the acts complained of
20 herein.

21 44. Plaintiffs are informed and believe and based thereon allege that at all times relevant
22 herein, Defendants SUTTON and DOES 71-80 are persons responsible for driving and/or operating
23 and/or maintaining and/or are otherwise responsible for the SUBJECT VEHICLE and SUBJECT
24 TANK. Plaintiffs are informed and believe and thereupon allege that at all times relevant herein,
25 Defendants DOES 71-80 were acting in the course and scope of their employment for, and/or was acting
26 as an agent and/or was otherwise authorized to act on behalf of, Defendants HLT, TTSI, PTSI,
27 SUTTON and/or DOES 61-70 at the time of the incident described herein.
28

1 45. Plaintiffs are informed and believe and based thereon allege that at all times relevant
2 herein, Defendants 81-90 were responsible for filling and/or operating and/or maintaining and/or
3 repairing the SUBJECT TANK.

4 46. Plaintiffs are informed and believe and based thereon allege that at all times relevant
5 herein, Defendants 91-100 are persons or entities who acted negligently and/or who in some way were
6 legally responsible for the acts complained of herein.

7 47. Defendants, inclusive, and each of them, owed multiple duties to Plaintiffs to use
8 reasonable care and diligence, but failed to do so, resulting and causing and/or contributing to Plaintiffs'
9 injuries or damages.

10 48. Defendants HLT, TTSI, and PTSI, and DOES 61-70, inclusive, and each of them, either
11 owned, maintained, and/or operated the SUBJECT VEHICLE and SUBJECT TANK, and employed
12 Defendants SUTTON and DOES 71-80. Defendants SUTTON and DOES 71-80 were acting within the
13 scope of said employment.

14 49. Defendants HLT, TTSI, and PTSI, and DOES 61-70, inclusive, and each of them, had a
15 duty to supervise, hire, employ, train, control, screen, sponsor, direct, oversee, and manage Defendants
16 SUTTON and DOES 71-80.

17 50. Defendants HLT, TTSI, and PTSI, and DOES 61-70, inclusive, and each of them,
18 negligently and carelessly employed, supervised, hired, trained, controlled, screened, sponsored,
19 directed, oversaw, and managed its employees, agents, servants or independent contractors, including
20 Defendants SUTTON and DOES 71-80, and failed to investigate the skill, competence, ability, and prior
21 conduct of Defendants SUTTON and DOES 71-80, to determine whether they could perform their job
22 duties in a reasonable manner.

23 51. Defendants HLT, TTSI, and PTSI, and DOES 61-70, inclusive, and each of them, failed
24 to train Defendants SUTTON and DOES 71-80 to properly report that the SUBJECT VEHICLE was
25 equipped with CNG tanks to 9-1-1 emergency call takers and to first responders, such as Plaintiffs, upon
26 their on-scene arrival.

1 52. Defendants SUTTON and DOES 71-80, and each of them, negligently failed to report
2 that the SUBJECT VEHICLE was equipped with CNG tanks to 9-1-1 emergency call takers and to first
3 responders, such as Plaintiffs, upon their arrival on-scene.

4 53. Defendants SUTTON and DOES 71-80 were unfit to perform the job duties required by
5 Defendants SUTTON and DOES 71-80 and by the law and performed their duties, or failed to perform
6 their dutes, in a negligent and careless manner so as to cause Plaintiffs' injuries.

7 54. Defendants HLT, TTSI, and PTSI, and DOES 61-70, inclusive, and each of them, knew
8 or should have known that Defendants SUTTON and DOES 71-80 were unfit to perform said job
9 requirements, and these Defendants were negligent in hiring, supervising, and training Defendants
10 SUTTON and DOES 71-80, so as to legally cause the injuries suffered by Plaintiffs. Defendants HLT,
11 TTSI, and PTSI, and DOES 61-70, inclusive, and each of them, negligent hiring, training, and
12 supervising was a substantial factor in causing Plaintiffs' harm.

13 55. Defendants SUTTON and DOES 71-80, and each of them, owed multiple duties to
14 Plaintiffs to use reasonable care and diligence while driving the SUBJECT VEHICLE and operating the
15 SUBJECT TANK and/or otherwise acting in some actionable manner towards Plaintiffs on February 15,
16 2024.

17 56. Defendants SUTTON and DOES 71-80, and each of them, breached their duty of care to
18 Plaintiffs by driving the SUBJECT VEHICLE and operating the SUBJECT TANK in a negligent, gross
19 negligent, reckless, careless, and/or in some other actionable manner on February 15, 2024.

20 57. Defendants SUTTON and DOES 71-80, and each of them, failed to take reasonable and
21 necessary precautions while driving the SUBJECT VEHICLE and operating the SUBJECT TANK.

22 58. Defendants SUTTON and DOES 81-90, and each of them, owed multiple duties to
23 Plaintiffs to use reasonable care and diligence while filling and/or maintaining the SUBJECT TANK and
24 the SUBJECT VEHICLE and/or otherwise acting in some actionable manner towards Plaintiffs on
25 February 15, 2024.

26 59. Defendants SUTTON and DOES 81-90, and each of them, breached their duty of care to
27 Plaintiffs by filling and/or maintaining the SUBJECT TANK and SUBJECT VEHICLE in a negligent,
28 gross negligent, reckless, careless, and/or in some other actionable manner on February 15, 2024.

1 60. Defendants SUTTON and DOES 81-90, and each of them, failed to take reasonable and
2 necessary precautions while filling and/or maintaining the SUBJECT TANK and SUBJECT VEHICLE.

3 61. In contrast, at the time of the incident, Plaintiffs were acting with due caution, attention,
4 and care, and did not in any way contribute to or cause the injuries they sustained as described herein.

5 62. As a direct and proximate result of the negligent, gross negligent, reckless, careless,
6 and/or actionable conduct of Defendants SUTTON and DOES 71-90 as described above, Plaintiffs
7 sustained severe life-altering injuries.

8 63. As a direct and proximate result of the conduct of Defendants HLT, TTSI, PTSI,
9 SUTTON, and DOES 61-100, Plaintiffs were injured and hurt in their health, strength, and activity,
10 sustaining injuries to their bodies and shock and injury to their nervous systems and persons, all of
11 which said injuries have caused, and continue to cause, Plaintiffs great physical, mental, and nervous
12 pain and suffering. Plaintiffs are informed and believe and thereupon allege, that said injuries will result
13 in some permanent disability to them, and general damages in an amount which will be stated according
14 to proof, pursuant to C.C.P. § 425.10, which amount is in excess of the jurisdictional limits of this court.

15 64. As a direct and proximate result of the aforementioned conduct of Defendants HLT,
16 TTSI, PTSI, SUTTON, and DOES 61-100, Plaintiffs were prevented from attending to their usual
17 occupation, and Plaintiffs are informed and believe, and thereupon allege, that they will be prevented
18 from attending to their usual occupation for a period of time in the future, and thereby will also sustain a
19 loss of earning capacity, in addition to lost earnings, past, present, and future; the exact amount of such
20 losses are unknown to Plaintiffs at this time, and will be stated according to proof at a later time,
21 pursuant to C.C.P. § 425.10.

22 65. As a direct and proximate result of the conduct of Defendants HLT, TTSI, PTSI,
23 SUTTON, and DOES 61-100, Plaintiffs were compelled to and did employ the services of hospitals,
24 physicians, surgeons, nurses, and the like to care for and treat them, and incurred hospital, medical and
25 professional and incidental expenses, and Plaintiffs are informed and believe and thereupon allege, that
26 by reason of their respective injuries they will necessarily incur additional like expenses for an indefinite
27 period of time in the future, the exact amount of which will be stated according to proof, pursuant to
28 C.C.P. § 425.10.

1 66. Defendants HLT, TTSI, PTSI, SUTTON, and DOES 1-100, inclusive, and each of their
2 negligence and/or other actionable conduct was a substantial factor in causing Plaintiffs’ harm.

3
4 **SECOND CAUSE OF ACTION**

5 **NEGLIGENCE**

6 **(Brought by All Plaintiffs Against Defendants HEXAGON, AGILITY FUEL SOLUTIONS,
7 AGILITY FUEL SYSTEMS, DAIMLER and DOES 1-100)**

8 67. Plaintiffs reallege and incorporate each and every allegation contained in paragraphs 1
9 through 66 as if fully stated herein.

10 68. Plaintiffs are informed and believe and based thereon allege that at all times relevant
11 herein, Defendants HEXAGON, AGILITY FUEL SOLUTIONS, AGILITY FUEL SYSTEMS,
12 DAIMLER, and DOES 1-70 are business entities, corporations, public entities, and/or individuals, who
13 in some ways were legally responsible for the acts complained of herein.

14 69. Plaintiffs are informed and believe and based thereon allege that at all times relevant
15 herein, Defendants SUTTON and DOES 71-80 are persons responsible for driving and/or operating
16 and/or maintaining and/or are otherwise responsible for the SUBJECT VEHICLE and SUBJECT
17 TANK. Plaintiffs are informed and believe and thereupon allege that at all times relevant herein,
18 Defendants DOES 71-80 were acting in the course and scope of their employment for, and/or was acting
19 as an agent and/or was otherwise authorized to act on behalf of, Defendants HLT, TTSI, PTSI,
20 SUTTON and/or DOES 61-70 at the time of the incident described herein.

21 70. Plaintiffs are informed and believe and based thereon allege that at all times relevant
22 herein, Defendants 81-90 were responsible for filling and/or operating and/or maintaining and/or
23 repairing the SUBJECT TANK.

24 71. Plaintiffs are informed and believe and based thereon allege that at all times relevant
25 herein, Defendants 91-100 are persons or entities who acted negligently and/or who in some way were
26 legally responsible for the acts complained of herein.

1 72. Defendants, inclusive, and each of them, owed multiple duties to Plaintiffs to use
2 reasonable care and diligence, but failed to do so, resulting and causing and/or contributing to Plaintiffs'
3 injuries or damages.

4 73. Defendants HEXAGON, AGILITY FUEL SOLUTIONS, and AGILITY FUEL
5 SYSTEMS, inclusive, and each of them, by and through their officers, directors, employees, and/or
6 managing agents, were the manufacturers, fabricators, designers, assemblers, testers, distributors, sellers,
7 inspectors, installers, servicers, marketers, warrantors, suppliers, and/or advertisers of the SUBJECT
8 TANK and/or its component parts, which contained design and/or manufacturing defects, and were
9 capable of causing, and in fact did cause, personal injuries while being used in a manner reasonably
10 foreseeable, thereby rendering the same unsafe and dangerous for users.

11 74. Defendants HEXAGON, AGILITY FUEL SOLUTIONS, and AGILITY FUEL
12 SYSTEMS, inclusive, and each of them, failed to provide sufficient information to purchasers and users
13 of the SUBJECT TANK and/or its component parts on proper maintenance and care of the SUBJECT
14 TANK.

15 75. Defendants HEXAGON, AGILITY FUEL SOLUTIONS, and AGILITY FUEL
16 SYSTEMS, inclusive, and each of them, also failed to notify fire agencies, such as the Los Angeles
17 County Fire Department, of how to adequately identify, handle, address, and/or respond to fires or other
18 emergent calls to service related to the SUBJECT TANK and/or its component parts.

19 76. Defendants DAIMLER and DOES 31-60, by and through their respective officers,
20 directors, employees, and/or managing agents, were the manufacturers, fabricators, designers,
21 assemblers, testers, distributors, sellers, inspectors, installers, servicers, marketers, warrantors, suppliers,
22 and/or advertisers of the SUBJECT VEHICLE and/or its component parts, which contained design
23 and/or manufacturing defects, and were capable of causing, and in fact did cause, personal injuries while
24 being used in a manner reasonably foreseeable, thereby rendering the same unsafe and dangerous for
25 users.

26 77. Defendants DAIMLER and DOES 31-60, inclusive, and each of them, failed to provide
27 sufficient information to purchasers and users of the SUBJECT VEHICLE and/or its component parts on
28 proper maintenance and care of the SUBJECT TANK.

1 78. Defendants DAIMLER and DOES 31-60, inclusive, and each of them, also failed to
2 notify fire agencies, such as the Los Angeles County Fire Department, of how to adequately identify,
3 handle, address, and/or respond to fires or other emergent calls to service related to the SUBJECT
4 TANK and/or its component parts.

5 79. As a direct and proximate result of the conduct of Defendants HEXAGON, AGILITY
6 FUEL SOLUTIONS, AGILITY FUEL SYSTEMS, DAIMLER, and DOES 1-100, Plaintiffs were
7 injured and hurt in their health, strength, and activity, sustaining injuries to their bodies and shock and
8 injury to their nervous systems and persons, all of which said injuries have caused, and continue to
9 cause, Plaintiffs great physical, mental, and nervous pain and suffering. Plaintiffs are informed and
10 believe and thereupon allege, that said injuries will result in some permanent disability to them, and
11 general damages in an amount which will be stated according to proof, pursuant to C.C.P. § 425.10,
12 which amount is in excess of the jurisdictional limits of this court.

13 80. As a direct and proximate result of the aforementioned conduct of Defendants
14 HEXAGON, AGILITY FUEL SOLUTIONS, AGILITY FUEL SYSTEMS, DAIMLER, and DOES 1-
15 100, Plaintiffs were prevented from attending to their usual occupation, and Plaintiffs are informed and
16 believe, and thereupon allege, that they will be prevented from attending to their usual occupation for a
17 period of time in the future, and thereby will also sustain a loss of earning capacity, in addition to lost
18 earnings, past, present, and future; the exact amount of such losses are unknown to Plaintiffs at this time,
19 and will be stated according to proof at a later time, pursuant to C.C.P. § 425.10.

20 81. As a direct and proximate result of the conduct of Defendants HEXAGON, AGILITY
21 FUEL SOLUTIONS, AGILITY FUEL SYSTEMS, DAIMLER, and DOES 1-100, Plaintiffs were
22 compelled to and did employ the services of hospitals, physicians, surgeons, nurses, and the like to care
23 for and treat them, and incurred hospital, medical and professional and incidental expenses, and
24 Plaintiffs are informed and believe and thereupon allege, that by reason of their respective injuries they
25 will necessarily incur additional like expenses for an indefinite period of time in the future, the exact
26 amount of which will be stated according to proof, pursuant to C.C.P. § 425.10.

1 for regular use. Defendants also failed to adequately warn of the dangers of the CNG tank. Defendants
2 HEXAGON, AGILITY FUEL SYSTEMS, and AGILITY FUEL SOLUTIONS, inclusive, and each of
3 the, further failed to confirm the safety of their product and that the SUBJECT TANK would be
4 functional for its intended use.

5 87. The SUBJECT TANK as designed, manufactured, and sold with the manufacturing and
6 design defects and warning defect, caused personal injuries to Plaintiffs, while being used in a manner
7 consistent in which the CNG tank was intended to be used. Due to the defects, the SUBJECT TANK
8 was rendered unsafe and dangerous for use by the consumer.

9 88. At all times relevant herein, the SUBJECT TANK and/or its component parts were
10 defective, not fit for their intended purposes, and unreasonably dangerous by reason of defective design,
11 manufacture, assembly, inspection, testing, warning, instruction, and/or sale, and had inadequate
12 warnings on the part of Defendants HEXAGON, AGILITY FUEL SYSTEMS, and AGILITY FUEL
13 SOLUTIONS, inclusive, and each of them.

14 89. At all times relevant herein, Defendants HEXAGON, AGILITY FUEL SYSTEMS,
15 AGILITY FUEL SOLUTIONS, and DOES 1-10, inclusive, and each of them, were the manufacturers of
16 the SUBJECT TANK. The SUBJECT TANK was received by Defendants HLT, TTSI, PTSI, and DOES
17 61-90 with no substantial changes in condition to which the CNG tank was manufactured for sale.
18 Defendants HEXAGON, AGILITY FUEL SYSTEMS, AGILITY FUEL SOLUTIONS, and DOES 1-
19 10, inclusive, and each of them, breached their duty of care by distributing a defective product.

20 90. At all times relevant herein, Defendants HEXAGON, AGILITY FUEL SYSTEMS,
21 AGILITY FUEL SOLUTIONS, and DOES 11-20, inclusive, and each of them, were the distributors of
22 the SUBJECT TANK and distributed the SUBJECT TANK to Defendants HLT, TTSI, PTSI, and DOES
23 61-90. The SUBJECT TANK was received by Defendants HLT, TTSI, PTSI, and DOES 61-90 with no
24 substantial changes in condition to which the CNG tank was manufactured for sale. Defendants DOES
25 1-10, inclusive, and each of them, breached their duty of care by distributing a defective product.

26 91. Defendants HEXAGON, AGILITY FUEL SYSTEMS, AGILITY FUEL SOLUTIONS,
27 and DOES 11-20, inclusive, and each of them, were negligent because they distributed a CNG tank that
28 was incapable of performing the tasks for which it was designed.

1 92. At all times relevant herein, Defendants HEXAGON, AGILITY FUEL SYSTEMS,
2 AGILITY FUEL SOLUTIONS, and DOES 21-30, inclusive, and each of them, were the sellers of the
3 SUBJECT TANK and Defendants sold the SUBJECT TANK to Defendants HLT, TTSI, PTSI, and
4 DOES 61-90. The SUBJECT TANK was received by Defendants HLT, TTSI, PTSI, and DOES 61-90
5 with no substantial changes in condition to which the CNG tank was manufactured for sale. Defendants
6 HEXAGON, AGILITY FUEL SYSTEMS, AGILITY FUEL SOLUTIONS, and DOES 21-30, inclusive,
7 and each of them, breached their duty of care by selling a defective product.

8 93. Defendants DOES 21-30, inclusive, and each of them, were negligent because they sold a
9 CNG tank that was incapable of performing the tasks for which it was designed.

10 94. At all times relevant herein, Defendants DAIMLER and DOES 31-60, by and through
11 their respective officers, directors, employees, and/or managing agents, were the manufacturers,
12 fabricators, designers, assemblers, testers, distributors, sellers, inspectors, installers, servicers,
13 marketers, warrantors, suppliers, and/or advertisers of the SUBJECT VEHICLE and/or its component
14 parts, which contained design and/or manufacturing defects, and were capable of causing, and in fact did
15 cause, personal injuries while being used in a manner reasonably foreseeable, thereby rendering the
16 same unsafe and dangerous for users.

17 95. At all times relevant herein, the SUBJECT VEHICLE and its component parts, manuals,
18 and documentation, including its instructions and warnings, were being operated and used for the
19 purposes and in the manner for which they were designed, manufactured, assembled, inspected, tested,
20 sold, and intended to be used and were used in a manner that was reasonably foreseeable to Defendants,
21 inclusive, and were in a condition without substantial change from their original condition when they
22 were sold by Defendants DOES 51-60, inclusive, and each of them.

23 96. Defendants DAIMLER and DOES 31-60 are negligent for designing, manufacturing,
24 distributing, and/or selling a truck, including its component parts, that was not equipped to be used in the
25 manner it was intended to be used. They failed to sell a truck that was designed to function with proper
26 use and that was manufactured with the necessary parts and components to ensure the truck was safe for
27 regular use. Defendants also failed to adequately warn of the dangers of the truck. Defendants
28 DAIMLER and DOES 31-60 further failed to confirm the safety of their product and that the SUBJECT

1 VEHICLE would be functional for its intended use.

2 97. The SUBJECT VEHICLE as designed, manufactured, and sold with the manufacturing
3 and design defects and warning defect, caused personal injuries to Plaintiffs, while being used in a
4 manner consistent in which the truck was intended to be used. Due to the defects, the SUBJECT
5 VEHICLE was rendered unsafe and dangerous for use by the consumer.

6 98. At all times relevant herein, the SUBJECT VEHICLE and/or its component parts were
7 defective, not fit for their intended purposes, and unreasonably dangerous by reason of defective design,
8 manufacture, assembly, inspection, testing, warning, instruction, and/or sale, and had inadequate
9 warnings on the part of Defendant DAIMLER.

10 99. At all times relevant herein, Defendants DOES 31-40, inclusive, and each of them, were
11 the manufacturers of the SUBJECT VEHICLE. The SUBJECT VEHICLE was received by Defendants
12 HLT, TTSI, PTSI, and DOES 61-90 with no substantial changes in condition to which the truck was
13 manufactured for sale. Defendants DOES 31-40, inclusive, and each of them, breached their duty of
14 care by distributing a defective product.

15 100. At all times relevant herein, Defendants DOES 41-50, inclusive, and each of them, were
16 the distributors of the SUBJECT VEHICLE and distributed the SUBJECT VEHICLE to Defendants
17 HLT, TTSI, PTSI, and DOES 61-90. The SUBJECT VEHICLE was received by Defendants HLT,
18 TTSI, PTSI, and DOES 61-90 with no substantial changes in condition to which the truck was
19 manufactured for sale. Defendants DOES 41-50, inclusive, and each of them, breached their duty of
20 care by distributing a defective product.

21 101. Defendants DOES 41-50, inclusive, and each of them, were negligent because they
22 distributed a truck that was incapable of performing the tasks for which it was designed.

23 102. At all times relevant herein, Defendants DOES 51-60, inclusive, and each of them, were
24 the sellers of the SUBJECT VEHICLE and Defendants sold the SUBJECT VEHICLE to Defendants
25 HLT, TTSI, PTSI, and DOES 61-90. The SUBJECT VEHICLE was received by Defendants HLT,
26 TTSI, PTSI, and DOES 61-90 with no substantial changes in condition to which the truck was
27 manufactured for sale. Defendants DOES 51-60, inclusive, and each of them, breached their duty of
28 care by selling a defective product.

1 defects, and were capable of causing, and in fact did cause, personal injuries while being used in a
2 manner reasonably foreseeable, thereby rendering the same unsafe and dangerous for users.

3 109. The SUBJECT TANK had potential risks and dangers that were known by Defendants at
4 the time of manufacture, distribution, and/or sale, which presented a substantial danger when the
5 SUBJECT TANK was used or misused in an intended or reasonably foreseeable way. These potential
6 risks and dangers would not have been recognized by ordinary customers.

7 110. Additionally, Defendants HEXAGON, AGILITY FUEL SYSTEMS, and AGILITY
8 FUEL SOLUTIONS, inclusive, and each of them, wrote, approved, and provided inadequate warnings
9 and instructions for the use, operation, inspection, and/or maintenance of the SUBJECT TANK and its
10 component parts, and otherwise failed to provide proper and adequate warnings.

11 111. At all times relevant herein, the SUBJECT TANK and its component parts, manuals, and
12 documentation, including its instructions and warnings, were being operated and used for the purposes
13 and in the manner for which they were designed, manufactured, assembled, inspected, tested, sold, and
14 intended to be used and were used in a manner that was reasonably foreseeable to Defendants, and were
15 in a condition without substantial change from their original condition when they were sold by
16 Defendants DOES 21-30, inclusive, and each of them.

17 112. Defendants HEXAGON, AGILITY FUEL SYSTEMS, and AGILITY FUEL
18 SOLUTIONS, inclusive, and each of them, failed to adequately warn of the dangers of the SUBJECT
19 TANK. Defendants HEXAGON, AGILITY FUEL SYSTEMS, and AGILITY FUEL SOLUTIONS,
20 inclusive, and each of the, further failed to confirm the safety of their product and that the SUBJECT
21 TANK would be functional for its intended use.

22 113. The SUBJECT TANK as designed, manufactured, and sold with the manufacturing and
23 design defects and warning defect, caused personal injuries to Plaintiffs, while being used in a manner
24 consistent in which the CNG tank was intended to be used. Due to the defects, the SUBJECT TANK
25 was rendered unsafe and dangerous for use by the consumer.

26 114. At all times relevant herein, the SUBJECT TANK and/or its component parts were
27 defective, not fit for their intended purposes, and unreasonably dangerous by reason of defective design,
28 manufacture, assembly, inspection, testing, warning, instruction, and/or sale, and had inadequate

1 warnings on the part of Defendants HEXAGON, AGILITY FUEL SYSTEMS, and AGILITY FUEL
2 SOLUTIONS, inclusive, and each of them.

3 115. At all times relevant herein, Defendants HEXAGON, AGILITY FUEL SYSTEMS,
4 AGILITY FUEL SOLUTIONS, and DOES 1-10, inclusive, and each of them, were the manufacturers of
5 the SUBJECT TANK. The SUBJECT TANK was received by Defendants HLT, TTSI, PTSI, and DOES
6 61-90 with no substantial changes in condition to which the CNG tank was manufactured for sale.
7 Defendants HEXAGON, AGILITY FUEL SYSTEMS, AGILITY FUEL SOLUTIONS, and DOES 1-
8 10, inclusive, and each of them, breached their duty of care by distributing a defective product.

9 116. At all times relevant herein, Defendants HEXAGON, AGILITY FUEL SYSTEMS,
10 AGILITY FUEL SOLUTIONS, and DOES 11-20, inclusive, and each of them, were the distributors of
11 the SUBJECT TANK and distributed the SUBJECT TANK to Defendants HLT, TTSI, PTSI, and DOES
12 61-90. The SUBJECT TANK was received by Defendants HLT, TTSI, PTSI, and DOES 61-90 with no
13 substantial changes in condition to which the CNG tank was manufactured for sale. Defendants
14 HEXAGON, AGILITY FUEL SYSTEMS, AGILITY FUEL SOLUTIONS, and DOES 1-10, inclusive,
15 and each of them, breached their duty of care by distributing a defective product.

16 117. Defendants HEXAGON, AGILITY FUEL SYSTEMS, AGILITY FUEL SOLUTIONS,
17 and DOES 11-20, inclusive, and each of them, were negligent because they distributed a CNG tank that
18 was incapable of performing the tasks for which it was designed.

19 118. At all times relevant herein, Defendants HEXAGON, AGILITY FUEL SYSTEMS,
20 AGILITY FUEL SOLUTIONS, and DOES 21-30, inclusive, and each of them, were the sellers of the
21 SUBJECT TANK and Defendants sold the SUBJECT TANK to Defendants HLT, TTSI, PTSI, and
22 DOES 61-90. The SUBJECT TANK was received by Defendants HLT, TTSI, PTSI, and DOES 61-90
23 with no substantial changes in condition to which the CNG tank was manufactured for sale. Defendants
24 HEXAGON, AGILITY FUEL SYSTEMS, AGILITY FUEL SOLUTIONS, and DOES 21-30, inclusive,
25 and each of them, breached their duty of care by selling a defective product.

26 119. Defendants DOES 21-30, inclusive, and each of them, were negligent because they sold a
27 CNG tank that was incapable of performing the tasks for which it was designed.

28 120. At all times relevant herein, Defendants DAIMLER and DOES 31-60, by and through

1 their respective officers, directors, employees, and/or managing agents, were the manufacturers,
2 fabricators, designers, assemblers, testers, distributors, sellers, inspectors, installers, servicers,
3 marketers, warrantors, suppliers, and/or advertisers of the SUBJECT VEHICLE and/or its component
4 parts, which contained design and/or manufacturing defects, and were capable of causing, and in fact did
5 cause, personal injuries while being used in a manner reasonably foreseeable, thereby rendering the
6 same unsafe and dangerous for users.

7 121. Additionally, Defendants DAIMLER and DOES 31-60 wrote, approved, and provided
8 inadequate warnings and instructions for the use, operation, inspection, and/or maintenance of the
9 SUBJECT VEHICLE and its component parts, and otherwise failed to provide proper and adequate
10 warnings.

11 122. At all times relevant herein, the SUBJECT VEHICLE and its component parts, manuals,
12 and documentation, including its instructions and warnings, were being operated and used for the
13 purposes and in the manner for which they were designed, manufactured, assembled, inspected, tested,
14 sold, and intended to be used and were used in a manner that was reasonably foreseeable to Defendants,
15 inclusive, and were in a condition without substantial change from their original condition when they
16 were sold by Defendants DOES 51-60, inclusive, and each of them.

17 123. The SUBJECT VEHICLE had potential risks and dangers that were known by
18 Defendants at the time of manufacture, distribution, and/or sale, which presented a substantial danger
19 when the SUBJECT VEHICLE was used or misused in an intended or reasonably foreseeable way.
20 These potential risks and dangers would not have been recognized by ordinary customers.

21 124. Defendants DAIMLER and DOES 31-60 failed to adequately warn of the dangers of the
22 truck. Defendants DAIMLER and DOES 31-60 further failed to confirm the safety of their product and
23 that the SUBJECT VEHICLE would be functional for its intended use.

24 125. The SUBJECT VEHICLE as designed, manufactured, and sold with the manufacturing
25 and design defects and warning defect, caused personal injuries to Plaintiffs, while being used in a
26 manner consistent in which the truck was intended to be used. Due to the defects, the SUBJECT
27 VEHICLE was rendered unsafe and dangerous for use by the consumer.

28 126. At all times relevant herein, the SUBJECT VEHICLE and/or its component parts were

1 defective, not fit for their intended purposes, and unreasonably dangerous by reason of defective design,
2 manufacture, assembly, inspection, testing, warning, instruction, and/or sale, and had inadequate
3 warnings on the part of Defendant DAIMLER.

4 127. At all times relevant herein, Defendants DOES 31-40, inclusive, and each of them, were
5 the manufacturers of the SUBJECT VEHICLE. The SUBJECT VEHICLE was received by Defendants
6 HLT, TTSI, PTSI, and DOES 61-90 with no substantial changes in condition to which the truck was
7 manufactured for sale. Defendants DOES 31-40, inclusive, and each of them, breached their duty of
8 care by distributing a defective product.

9 128. At all times relevant herein, Defendants DOES 41-50, inclusive, and each of them, were
10 the distributors of the SUBJECT VEHICLE and distributed the SUBJECT VEHICLE to Defendants
11 HLT, TTSI, PTSI, and DOES 61-90. The SUBJECT VEHICLE was received by Defendants HLT,
12 TTSI, PTSI, and DOES 61-90 with no substantial changes in condition to which the truck was
13 manufactured for sale. Defendants DOES 41-50, inclusive, and each of them, breached their duty of
14 care by distributing a defective product.

15 129. Defendants DOES 41-50, inclusive, and each of them, were negligent because they
16 distributed a truck that was incapable of performing the tasks for which it was designed.

17 130. At all times relevant herein, Defendants DOES 51-60, inclusive, and each of them, were
18 the sellers of the SUBJECT VEHICLE and Defendants sold the SUBJECT VEHICLE to Defendants
19 HLT, TTSI, PTSI, and DOES 61-90. The SUBJECT VEHICLE was received by Defendants HLT,
20 TTSI, PTSI, and DOES 61-90 with no substantial changes in condition to which the truck was
21 manufactured for sale. Defendants DOES 51-60, inclusive, and each of them, breached their duty of
22 care by selling a defective product.

23 131. Defendants DOES 51-60, inclusive, and each of them, were negligent because they sold a
24 truck that was incapable of performing the tasks for which it was designed.

25 132. The aforementioned defects and the defective and unreasonably dangerous and unsafe
26 condition of the SUBJECT TANK and SUBJECT VEHICLE, their accessories, component parts,
27 manuals, and documentation, including their instructions and warnings, and the failure of Defendants to
28 fix the defects and dangerous condition of the SUBJECT TANK and SUBJECT VEHICLE, were a

1 substantial factor in causing Plaintiffs' harm.

2 133. As a direct result and consequence of the acts and/or omissions of Defendants, the
3 SUBJECT TANK and SUBJECT VEHICLE caused Plaintiffs to sustain severe injuries. Further,
4 Plaintiffs were hurt and physically injured, sustaining medical bills, loss of earnings/earnings capacity,
5 pain, suffering, loss of enjoyment of life and other damages, and will continue to sustain such damages
6 in the future.

7 134. Plaintiffs' general and special damages are in an amount in excess of the jurisdictional
8 limits of all lower Courts, which will be shown according to proof at time of trial. By reason of the
9 foregoing, Plaintiffs have been damaged in a sum which exceeds the jurisdictional limits of all lower
10 courts which would otherwise have jurisdiction.

11
12 **FIFTH CAUSE OF ACTION**

13 **STRICT PRODUCTS LIABILITY – MANUFACTURING DEFECT**

14 **(Brought by All Plaintiffs Against Defendants HEXAGON, AGILITY FUEL SOLUTIONS,**
15 **AGILITY FUEL SYSTEMS, DAIMLER, HLT, TTSI, PTSI, and DOES 1 through 60)**

16 135. Plaintiffs reallege and incorporate each and every allegation contained in paragraphs 1
17 through 134 as if fully stated herein.

18 136. At all times relevant herein, Defendants HEXAGON, AGILITY FUEL SYSTEMS, and
19 AGILITY FUEL SOLUTIONS, inclusive, and each of them, by and through their officers, directors,
20 employees, and/or managing agents, were the manufacturers, fabricators, designers, assemblers, testers,
21 distributors, sellers, inspectors, installers, servicers, marketers, warrantors, suppliers, and/or advertisers
22 of the SUBJECT TANK and/or its component parts, which contained design and/or manufacturing
23 defects, and were capable of causing, and in fact did cause, personal injuries while being used in a
24 manner reasonably foreseeable, thereby rendering the same unsafe and dangerous for users.

25 137. At all times relevant herein, the SUBJECT TANK and its component parts, manuals, and
26 documentation, including its instructions and warnings, were being operated and used for the purposes
27 and in the manner for which they were designed, manufactured, assembled, inspected, tested, sold, and
28 intended to be used and were used in a manner that was reasonably foreseeable to Defendants, and were

1 in a condition without substantial change from their original condition when they were sold by
2 Defendants DOES 21-30, inclusive, and each of them.

3 138. Defendants HEXAGON, AGILITY FUEL SYSTEMS, and AGILITY FUEL
4 SOLUTIONS, inclusive, and each of them, are negligent for designing, manufacturing, and selling a
5 CNG tank that was not equipped to be used in the manner it was intended to be used. They failed to
6 manufacture, design, distribute, and/or sell a CNG tank that was designed to function with proper use
7 and that was manufactured with the necessary parts and components to ensure the CNG tank was safe
8 for regular use. Defendants also failed to adequately warn of the dangers of the CNG tank. Defendants
9 HEXAGON, AGILITY FUEL SYSTEMS, and AGILITY FUEL SOLUTIONS, inclusive, and each of
10 the, further failed to confirm the safety of their product and that the SUBJECT TANK would be
11 functional for its intended use.

12 139. The SUBJECT TANK as designed, manufactured, and sold with the manufacturing and
13 design defects and warning defect, caused personal injuries to Plaintiffs, while being used in a manner
14 consistent in which the CNG tank was intended to be used. Due to the defects, the SUBJECT TANK
15 was rendered unsafe and dangerous for use by the consumer.

16 140. At all times relevant herein, the SUBJECT TANK and/or its component parts were
17 defective, not fit for their intended purposes, and unreasonably dangerous by reason of defective design,
18 manufacture, assembly, inspection, testing, warning, instruction, and/or sale, and had inadequate
19 warnings on the part of Defendants HEXAGON, AGILITY FUEL SYSTEMS, and AGILITY FUEL
20 SOLUTIONS, inclusive, and each of them.

21 141. At all times relevant herein, Defendants HEXAGON, AGILITY FUEL SYSTEMS,
22 AGILITY FUEL SOLUTIONS, and DOES 1-10, inclusive, and each of them, were the manufacturers of
23 the SUBJECT TANK. The SUBJECT TANK was received by Defendants HLT, TTSI, PTSI, and DOES
24 61-90 with no substantial changes in condition to which the CNG tank was manufactured for sale.
25 Defendants HEXAGON, AGILITY FUEL SYSTEMS, AGILITY FUEL SOLUTIONS, and DOES 1-
26 10, inclusive, and each of them, breached their duty of care by distributing a defective product.

27 142. At all times relevant herein, Defendants HEXAGON, AGILITY FUEL SYSTEMS,
28 AGILITY FUEL SOLUTIONS, and DOES 11-20, inclusive, and each of them, were the distributors of

1 the SUBJECT TANK and distributed the SUBJECT TANK to Defendants HLT, TTSI, PTSI, and DOES
2 61-90. The SUBJECT TANK was received by Defendants HLT, TTSI, PTSI, and DOES 61-90 with no
3 substantial changes in condition to which the CNG tank was manufactured for sale. Defendants
4 HEXAGON, AGILITY FUEL SYSTEMS, AGILITY FUEL SOLUTIONS, and DOES 1-10, inclusive,
5 and each of them, breached their duty of care by distributing a defective product.

6 143. Defendants HEXAGON, AGILITY FUEL SYSTEMS, AGILITY FUEL SOLUTIONS,
7 and DOES 11-20, inclusive, and each of them, were negligent because they distributed a CNG tank that
8 was incapable of performing the tasks for which it was designed.

9 144. At all times relevant herein, Defendants HEXAGON, AGILITY FUEL SYSTEMS,
10 AGILITY FUEL SOLUTIONS, and DOES 21-30, inclusive, and each of them, were the sellers of the
11 SUBJECT TANK and Defendants sold the SUBJECT TANK to Defendants HLT, TTSI, PTSI, and
12 DOES 61-90. The SUBJECT TANK was received by Defendants HLT, TTSI, PTSI, and DOES 61-90
13 with no substantial changes in condition to which the CNG tank was manufactured for sale. Defendants
14 HEXAGON, AGILITY FUEL SYSTEMS, AGILITY FUEL SOLUTIONS, and DOES 21-30, inclusive,
15 and each of them, breached their duty of care by selling a defective product.

16 145. Defendants HEXAGON, AGILITY FUEL SYSTEMS, AGILITY FUEL SOLUTIONS,
17 and DOES 21-30, inclusive, and each of them, were negligent because they sold a CNG tank that was
18 incapable of performing the tasks for which it was designed.

19 146. At all times relevant herein, Defendants DAIMLER and DOES 31-60, by and through
20 their respective officers, directors, employees, and/or managing agents, were the manufacturers,
21 fabricators, designers, assemblers, testers, distributors, sellers, inspectors, installers, servicers,
22 marketers, warrantors, suppliers, and/or advertisers of the SUBJECT VEHICLE and/or its component
23 parts, which contained design and/or manufacturing defects, and were capable of causing, and in fact did
24 cause, personal injuries while being used in a manner reasonably foreseeable, thereby rendering the
25 same unsafe and dangerous for users.

26 147. At all times relevant herein, the SUBJECT VEHICLE and its component parts, manuals,
27 and documentation, including its instructions and warnings, were being operated and used for the
28 purposes and in the manner for which they were designed, manufactured, assembled, inspected, tested,

1 sold, and intended to be used and were used in a manner that was reasonably foreseeable to Defendants,
2 inclusive, and were in a condition without substantial change from their original condition when they
3 were sold by Defendants DOES 51-60, inclusive, and each of them.

4 148. Defendants DAIMLER and DOES 31-60 are negligent for designing, manufacturing,
5 distributing, and/or selling a truck, including its component parts, that was not equipped to be used in the
6 manner it was intended to be used. They failed to sell a truck that was designed to function with proper
7 use and that was manufactured with the necessary parts and components to ensure the truck was safe for
8 regular use. Defendants also failed to adequately warn of the dangers of the truck. Defendants
9 DAIMLER and DOES 31-60 further failed to confirm the safety of their product and that the SUBJECT
10 VEHICLE would be functional for its intended use.

11 149. The SUBJECT VEHICLE as designed, manufactured, and sold with the manufacturing
12 and design defects and warning defect, caused personal injuries to Plaintiffs, while being used in a
13 manner consistent in which the truck was intended to be used. Due to the defects, the SUBJECT
14 VEHICLE was rendered unsafe and dangerous for use by the consumer.

15 150. At all times relevant herein, the SUBJECT VEHICLE and/or its component parts were
16 defective, not fit for their intended purposes, and unreasonably dangerous by reason of defective design,
17 manufacture, assembly, inspection, testing, warning, instruction, and/or sale, and had inadequate
18 warnings on the part of Defendant DAIMLER.

19 151. At all times relevant herein, Defendants DOES 31-40, inclusive, and each of them, were
20 the manufacturers of the SUBJECT VEHICLE. The SUBJECT VEHICLE was received by Defendants
21 HLT, TTSI, PTSI, and DOES 61-90 with no substantial changes in condition to which the truck was
22 manufactured for sale. Defendants DOES 31-40, inclusive, and each of them, breached their duty of
23 care by distributing a defective product.

24 152. At all times relevant herein, Defendants DOES 41-50, inclusive, and each of them, were
25 the distributors of the SUBJECT VEHICLE and distributed the SUBJECT VEHICLE to Defendants
26 HLT, TTSI, PTSI, and DOES 61-90. The SUBJECT VEHICLE was received by Defendants HLT,
27 TTSI, PTSI, and DOES 61-90 with no substantial changes in condition to which the truck was
28 manufactured for sale. Defendants DOES 41-50, inclusive, and each of them, breached their duty of

1 care by distributing a defective product.

2 153. Defendants DOES 41-50, inclusive, and each of them, were negligent because they
3 distributed a truck that was incapable of performing the tasks for which it was designed.

4 154. At all times relevant herein, Defendants DOES 51-60, inclusive, and each of them, were
5 the sellers of the SUBJECT VEHICLE and Defendants sold the SUBJECT VEHICLE to Defendants
6 HLT, TTSI, PTSI, and DOES 61-90. The SUBJECT VEHICLE was received by Defendants HLT,
7 TTSI, PTSI, and DOES 61-90 with no substantial changes in condition to which the truck was
8 manufactured for sale. Defendants DOES 51-60, inclusive, and each of them, breached their duty of
9 care by selling a defective product.

10 155. Defendants DOES 51-60, inclusive, and each of them, were negligent because they sold a
11 truck that was incapable of performing the tasks for which it was designed.

12 156. The aforementioned defects and the defective and unreasonably dangerous and unsafe
13 condition of the SUBJECT TANK and SUBJECT VEHICLE, their accessories, component parts,
14 manuals, and documentation, including their instructions and warnings, and the failure of Defendants to
15 fix the defects and dangerous condition of the SUBJECT TANK and SUBJECT VEHICLE, were a
16 substantial factor in causing Plaintiffs' harm.

17 157. As a direct result and consequence of the acts and/or omissions of Defendants, the
18 SUBJECT TANK and SUBJECT VEHICLE caused Plaintiffs to sustain severe injuries. Further,
19 Plaintiffs were hurt and physically injured, sustaining medical bills, loss of earnings/earnings capacity,
20 pain, suffering, loss of enjoyment of life and other damages, and will continue to sustain such damages
21 in the future.

22 158. Plaintiffs' general and special damages are in an amount in excess of the jurisdictional
23 limits of all lower Courts, which will be shown according to proof at time of trial. By reason of the
24 foregoing, Plaintiffs have been damaged in a sum which exceeds the jurisdictional limits of all lower
25 courts which would otherwise have jurisdiction.

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1 **SIXTH CAUSE OF ACTION**

2 **NEGLIGENCE (PRODUCTS LIABILITY)**

3 **(Brought by All Plaintiffs Against Defendants HEXAGON, AGILITY FUEL SOLUTIONS,**
4 **AGILITY FUEL SYSTEMS, DAIMLER, HLT, TTSI, PTSI, and DOES 1 through 60)**

5 159. Plaintiffs reallege and incorporate each and every allegation contained in paragraphs 1
6 through 158 as if fully stated herein.

7 160. Defendants HEXAGON, AGILITY FUEL SOLUTIONS, AGILITY FUEL SYSTEMS,
8 DAIMLER, HLT, TTSI, PTSI, and DOES 1-100, inclusive, and each of them, had a duty to Plaintiffs to
9 use reasonable care in manufacturing, designing, assembling, inspecting, testing, and selling the
10 SUBJECT TANK and SUBJECT VEHICLE, their accessories, component parts, manuals, and
11 documentation, including its instructions, manuals, and warnings.

12 161. Plaintiffs' injuries were caused and contributed to by the breach of Defendants
13 HEXAGON, AGILITY FUEL SOLUTIONS, AGILITY FUEL SYSTEMS, DAIMLER, HLT, TTSI,
14 PTSI, and DOES 1-100's, inclusive, and each of them, duty of care owed to Plaintiffs and by
15 Defendants' careless, negligent, unlawful, and wrongful acts and/or omissions. Defendants, inclusive,
16 and each of them, breached said duty in that they carelessly manufactured, designed, assembled,
17 inspected, tested, sold, and otherwise distributed the SUBJECT TANK and SUBJECT VEHICLE.
18 Additionally, Defendants, inclusive, and each of them, breached their duty of care with regard to the
19 SUBJECT TANK's and SUBJECT VEHICLE's manuals and documentation, including their
20 instructions and warnings related to the tank and vehicle and their accessories, and component parts.
21 Further, Defendants carelessly failed to warn of the dangers inherent in using the SUBJECT TANK and
22 SUBJECT VEHICLE and their accessories and component parts through the instructions and warnings.

23 162. Defendants, inclusive, and each of them, at all times pertinent hereto acted negligently
24 and/or below the applicable standard of care in their sale, storage, advertisement, marketing,
25 maintenance, transport, warning, and inspection of the SUBJECT TANK and SUBJECT VEHICLE.

26 163. As a direct result and consequence of the acts and/or omissions of Defendants, the
27 SUBJECT TANK and SUBJECT VEHICLE caused Plaintiffs to sustain severe injuries. Further,
28 Plaintiffs were hurt and physically injured, sustaining medical bills, loss of earnings/earnings capacity,

1 pain, suffering, loss of enjoyment of life and other damages, and will continue to sustain such damages
2 in the future.

3 164. Plaintiffs' general and special damages are in an amount in excess of the jurisdictional
4 limits of all lower Courts, which will be shown according to proof at time of trial. By reason of the
5 foregoing, Plaintiffs have been damaged in a sum which exceeds the jurisdictional limits of all lower
6 courts which would otherwise have jurisdiction.

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8 **SEVENTH CAUSE OF ACTION**

9 **BREACH OF WARRANTY (IMPLIED/FITNESS)**

10 **(Brought by All Plaintiffs Against Defendants HEXAGON, AGILITY FUEL SOLUTIONS,**
11 **AGILITY FUEL SYSTEMS, DAIMLER, HLT, TTSI, PTSI, and DOES 1 through 60)**

12 165. Plaintiffs reallege and incorporate each and every allegation contained in paragraphs 1
13 through 164 as if fully stated herein.

14 166. Prior to the events giving rise to this action, Defendants HEXAGON, AGILITY FUEL
15 SOLUTIONS, AGILITY FUEL SYSTEMS, DAIMLER, HLT, TTSI, PTSI, and DOES 1-100,
16 inclusive, and each of them, expressly and/or impliedly warranted and represented that the SUBJECT
17 TANK and SUBJECT VEHICLE, their accessories, component parts, manuals, and documentation,
18 including their instructions and warnings, were of merchantable quality, fit, and safe for the purpose for
19 which they were designed, manufactured, assembled, inspected, tested, sold, serviced, repaired,
20 maintained, intended, distributed, and used, and Defendants, inclusive, further warranted that the
21 SUBJECT TANK and SUBJECT VEHICLE and their accessories and component parts were free from
22 all defects.

23 167. Defendants HEXAGON, AGILITY FUEL SOLUTIONS, AGILITY FUEL SYSTEMS,
24 DAIMLER, HLT, TTSI, PTSI, and DOES 1-100, inclusive, and each of them, breached said warranties
25 in that the SUBJECT TANK and SUBJECT VEHICLE, their accessories, component parts, manuals,
26 and documentation were not of merchantable quality, or fit and safe for the purposes for which they
27 were designed, manufactured, assembled, inspected, tested, sold, serviced, repaired, maintained,
28 intended, and used, and further was not free from all defects.

1 168. As a direct result and consequence of the acts and/or omissions of Defendants, the
2 SUBJECT TANK and SUBJECT VEHICLE caused Plaintiffs to sustain severe injuries. Further,
3 Plaintiffs were hurt and physically injured, sustaining medical bills, loss of earnings/earnings capacity,
4 pain, suffering, loss of enjoyment of life and other damages, and will continue to sustain such damages
5 in the future.

6 169. Plaintiffs' general and special damages are in an amount in excess of the jurisdictional
7 limits of all lower Courts, which will be shown according to proof at time of trial. By reason of the
8 foregoing, Plaintiffs have been damaged in a sum which exceeds the jurisdictional limits of all lower
9 courts which would otherwise have jurisdiction.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs ANDRES SAENZ II, CASEY DUNN, DANIEL GOEN, HOWARD
3 WEISERWEAVER, IAN GALLARDO, ROBERT WARD, and TOM RODRIGUEZ pray for the
4 following damages and relief:

- 5 1. For general damages according to proof and in accordance with California *Code of Civil*
6 *Procedure* section 425.10;
- 7 2. For all economic damages according to proof and in accordance with California *Code of*
8 *Civil Procedure* section 425.10;
- 9 3. For past and future medical expenses;
- 10 4. For costs of suit incurred herein;
- 11 5. For damages for Plaintiffs’ emotional distress and pain and suffering;
- 12 6. For all past and future damages;
- 13 7. For prejudgment interest, according to proof;
- 14 8. For all statutorily allowed damages; and
- 15 9. For such other relief as the Court may deem just and proper.

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17 Dated: June 18, 2024

McNICHOLAS & McNICHOLAS, LLP

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20 By: 
21 Matthew S. McNicholas, Esq.
22 Jeffrey R. Lamb, Esq.
23 Richard W. Powers, Esq.
24 Attorneys for PLAINTIFFS
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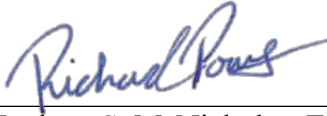
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DEMAND FOR JURY TRIAL

Plaintiffs ANDRES SAENZ II, CASEY DUNN, DANIEL GOEN, HOWARD
WEISERWEAVER, IAN GALLARDO, ROBERT WARD, and TOM RODRIGUEZ hereby demand a
trial by jury.

Dated: June 18, 2024

McNICHOLAS & McNICHOLAS, LLP

By: 
Matthew S. McNicholas, Esq.
Jeffrey R. Lamb, Esq.
Richard W. Powers, Esq.
Attorneys for PLAINTIFFS