

June 4, 2026

**E. Paul Dougherty Jr.**  
213.330.8944 (direct)  
213.364.3328 (mobile)  
[Paul.Dougherty@wilsonelser.com](mailto:Paul.Dougherty@wilsonelser.com)

**VIA EMAIL ONLY**

Kimberly Hee  
Administrative Coordinator  
Office of City Attorney  
Port of Los Angeles  
E-Mail: [Khee@portla.org](mailto:Khee@portla.org)

Re: Conflict Waiver – Port of Los Angeles - Hexagon and Agility Fuel Solutions

I am writing with a request for a conflict waiver. Wilson Elser has been asked to represent Hexagon and Agility Fuel Solutions in the attached suit by the City of LA seeking subrogated recovery for workers compensation payments to LAFD employees and economic loss arising from an explosion on February 15, 2024. We are currently representing Hexagon/Agility in multiple other suits related to this incident since 2024.

As we have advised, an attorney in our firm represents the Port of LA in 2 matters unrelated to our representation of Hexagon and Agility Fuel Solutions in this referenced matter of which I write. In light of this, we believe that it is necessary to obtain a conflict-of-interest waiver from both Hexagon/Agility and the City of LA/Port of LA before Wilson Elser proceeds with the representation of Hexagon/Agility in this referenced matter.

Wilson Elser had determined that its representation of Hexagon/Agility in this matter will not affect its ability to continue to provide competent and diligent representation of Hexagon and Agility Fuel Solutions as agreed to in the waiver and the Port of LA in these unrelated matters.

Would you kindly confirm by dating and signing below.

Transmittal 1

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555 South Flower Street, Suite 2900 • Los Angeles, CA 90071 • p 213.443.5100 • f 213.443.5101

Alabama • Albany • Atlanta • Austin • Baltimore • Beaumont • Boston • Chicago • Dallas • Denver • Edwardsville • Garden City • Hartford • Houston  
Indiana • Kentucky • Las Vegas • London • Los Angeles • Miami • Michigan • Milwaukee • Missouri • Nashville • New Jersey • New Orleans  
New York • Orlando • Philadelphia • Phoenix • San Diego • San Francisco • Sarasota • Stamford • Virginia • Washington, DC • Wellington • White Plains

**wilsonelser.com**

## CONFLICT WAIVER

The City of Los Angeles hereby provides informed consent to and waives any objection to the conflict of interest in Wilson Elser's concurrent representation of the City of Los Angeles and Hexagon and Agility Fuel Solutions as described in the aforesaid circumstances.

Dated: \_\_\_\_\_, 2026

CITY OF LOS ANGELES, acting by and through its Board of Harbor Commissioners

By: \_\_\_\_\_

Name: Eugene Seroka

Title: Executive Director

Very truly yours,

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP



E. Paul Dougherty Jr.

EPD/msf

Enclosure - LA City Subrogated Suit

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

HEXAGON AGILITY INC., a Delaware Corporation; AGILITY FUEL SOLUTIONS, LLC, a Delaware Limited Liability Company; DAIMLER TRUCK NORTH AMERICA LLC; HEAVY LOAD TRANSFER, LLC, a Delaware Limited Liability Company; TOTAL TRANSPORTATION SERVICES, INC., a California Corporation; PREMIUM TRANSPORTATION SERVICES, INC., a Delaware Corporation; SHANIA JANE SUTTON, an Individual California Resident; and DOES 1 through 100, Inclusive,

**Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
12/31/2025 5:03 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By A. Miranda, Deputy Clerk**

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
CITY OF LOS ANGELES, A Municipal Corporation

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

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

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

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

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

The name and address of the court is:  
(El nombre y dirección de la corte es): **LOS ANGELES SUPERIOR COURT**  
275 Magnolia  
Long Beach, CA 90802  
Governor George Deukmejian

CASE NUMBER:  
(Número del Caso):  
**25LBCV03559**

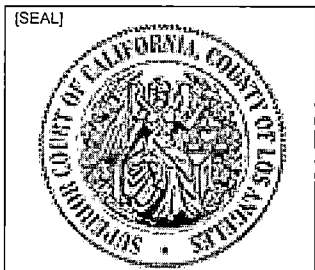
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Amelia A. Steelhead (213) 626-0571  
ROSE, KLEIN & MARIAS, LLP  
801 S. Grand Avenue, 11th Floor Los Angeles, CA 90017

David W. Slayton, Executive Officer/Clerk of Court

DATE: Clerk, by A. Miranda, Deputy  
(Fecha) 12/31/2025 (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): HEXAGON AGILITY INC., a Delaware Corporation  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date): 12/31/2025

**SUMMONS**  
Date Served: 12/31/2025  
Time Served: 1:50  
Server: AB 15461445

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
**Amelia A. Steelhead 299006**  
**ROSE, KLEIN & MARIAS, LLP**  
**801 S. Grand Avenue, 11th Floor Los Angeles, CA 90017**  
 TELEPHONE NO.: (213) 626-0571 FAX NO.: (213) 623-7755  
 EMAIL ADDRESS: a.steelhead@rkmlaw.net  
 ATTORNEY FOR (Name): Plaintiff, City of Los Angeles

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**  
 STREET ADDRESS: 235 Magnolia  
 MAILING ADDRESS: 235 Magnolia  
 CITY AND ZIP CODE: Long Beach 90802  
 BRANCH NAME: Governor George Deukmejian

CASE NAME: City of Los Angeles v. Hexagon Agility, Inc., et al.

**FOR COURT USE ONLY**

**Electronically FILED by  
 Superior Court of California,  
 County of Los Angeles  
 12/31/2025 5:03 PM  
 David W. Slayton,  
 Executive Officer/Clerk of Court,  
 By A. Miranda, Deputy Clerk**

**CIVIL CASE COVER SHEET**

**Unlimited** (Amount demanded exceeds \$35,000)       **Limited** (Amount demanded is \$35,000 or less)

**Complex Case Designation**

Counter       Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:  
**25LBCV03559**

JUDGE:  
 DEPT.:

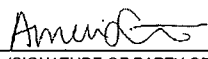
Items 1-6 below must be completed (see instructions on page 2).

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

<p><b>Auto Tort</b></p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input checked="" type="checkbox"/> Other PI/PD/WD (23)</p> <p><b>Non-PI/PD/WD (Other) Tort</b></p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p><b>Employment</b></p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input type="checkbox"/> Other employment (15)</p>	<p><b>Contract</b></p> <p><input type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3.740 collections (09)</p> <p><input type="checkbox"/> Other collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p><b>Real Property</b></p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p><b>Unlawful Detainer</b></p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p><b>Judicial Review</b></p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p>	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p><b>Enforcement of Judgment</b></p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p><b>Miscellaneous Civil Complaint</b></p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p><b>Miscellaneous Civil Petition</b></p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p>
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): Seven (7)
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)  
 Date: November 13, 2025

Amelia A. Steelhead  
 (TYPE OR PRINT NAME)

  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

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

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

### CASE TYPES AND EXAMPLES

#### Auto Tort

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

#### Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—  
Physicians & Surgeons  
Other Professional Health Care Malpractice

Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

#### Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

#### Employment

Wrongful Termination (36)  
Other Employment (15)

#### Contract

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

#### Real Property

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

#### Unlawful Detainer

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

#### Judicial Review

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

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

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

#### Enforcement of Judgment

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

#### Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

#### Miscellaneous Civil Petition

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

SHORT TITLE  
City of Los Angeles v. Hexagon Agility, Inc., et al.

CASE NUMBER  
**25LBCV03559**

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION**

(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

**This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court**

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Courthouse Location (Column C)**

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases - unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	12. Location where defendant resides if incident occurred outside Los Angeles County.

	<b>A</b> Civil Case Cover Sheet Case Type	<b>B</b> Type of Action (check only one)	<b>C</b> Applicable Reasons(see Step 3 above)
<b>Auto Tort</b>	Auto(22)	<input type="checkbox"/> 2201 Motor Vehicle-Personal Injury/Property Damage/Wrongful Death	1, 4, 12
		<input type="checkbox"/> 2202 Motor Vehicle - Personal Injury/Property Damage	1,4,12
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist-Personal Injury/Property Damage/Wrongful Death	1,4,12
<b>Other Personal Injury/ Property Damage/ Wrongful Death</b>	Other Personal Injury/ Property Damage/Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attach, etc.)	1,4,12
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1,4,12
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1,4
		<input checked="" type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, <u>4</u> , 12

	<b>A</b> Civil Case Cover Sheet Case Type	<b>B</b> Type of Action (check only one)	<b>C</b> Applicable Reasons (see Step 3 above)
<b>Other Personal Injury /Property Damage/ Wrongful Death</b>	Other Personal Injury/ Property Damage/ Wrongful Death(23)	<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1,4
		<input type="checkbox"/> 2306 Intentional Conduct - Sexual Abuse Case (in any form)	1,4
		<input type="checkbox"/> 2307 Construction Accidents	1,4
		<input type="checkbox"/> 2308 Landlord -Tenant Habitability (e.g., bed bugs, mold, etc.)	1,4
	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1,4
		<input type="checkbox"/> 2402 Product Liability - Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1,3,5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice - Physicians & Surgeons	1,4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1,4
<b>Non- Personal Injury/ Property Damage/ Wrongful Death Tort</b>	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1,2,3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1,2,3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1,2,3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1,2,3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1,2,3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1,2,3
	Other(35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1,2,3
<b>Employment</b>	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1,2,3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1,2,3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
<b>Contract</b>	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2,5
		<input type="checkbox"/> 0602 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence)	2,5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1,2,5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1,2,5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2,5

	<b>A</b> Civil Case Cover Sheet Case Type	<b>B</b> Type of Action (check only one)	<b>C</b> Applicable Reasons (see Step 3 above)
<b>Contract</b> (continued)	Collections (09)	<input type="checkbox"/> 0901 Collections Case - Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case - Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case - COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)		1, 2, 3, 8, 9	
<b>Real Property</b>	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
<b>Unlawful Detainer</b>	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer - Commercial (not drugs or wrongful eviction).	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer - Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer- Post Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs(38)	<input type="checkbox"/> 3801 Unlawful Detainer- Drugs	2, 6, 11
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5

SHORT TITLE

City of Los Angeles v. Hexagon Agility, Inc., et al.

CASE NUMBER

25LBCV03559

	<b>A</b> Civil Case Cover Sheet Case Type	<b>B</b> Type of Action (check only one)	<b>C</b> Applicable Reasons (see Step 3 above)
<b>Judicial Review</b> (continued)	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ-Administrative Mandamus	2,8
		<input type="checkbox"/> 0202 Writ - Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ - Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2,8
		<input type="checkbox"/> 3902 Administrative Hearing	2,8
		<input type="checkbox"/> 3903 Parking Appeal	2,8
<b>Provisionally Complex Litigation</b>	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1,2,8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1,11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1,11
	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1,2,3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1,2,8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1,2,8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1,2,3,8
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8	
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2,6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2,8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2,8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2,8,9
<b>Miscellaneous Civil Complaints</b>	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1,2,8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1,2,8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2,8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1,2,8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1,2,8

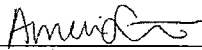
	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
<b>Miscellaneous Civil Petitions</b>	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2,8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2,3,9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2,3,9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2,3,9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2,7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2,3,8
		<input type="checkbox"/> 4307 Other Civil Petition	2,9

**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

<b>REASON:</b> <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input checked="" type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11. <input type="checkbox"/> 12.			<b>ADDRESS:</b> the 1100 block of North Alameda Street		
<b>CITY:</b> Wilmington	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90744			

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the South District of the Superior Court of California, County of Los Angeles. [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: November 13, 2025

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (10/24).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-011, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.



*Superior Court of California, County of Los Angeles*

**ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.  
CROSS-COMPLAINANTS MUST SERVE THIS ADR INFORMATION PACKAGE ON ANY NEW PARTIES NAMED TO THE ACTION WITH THE CROSS-COMPLAINT.**

**WHAT IS ADR?**

Alternative Dispute Resolution (ADR) helps people find solutions to their legal disputes without going to trial. The Court offers a variety of ADR resources and programs for various case types.

**TYPES OF ADR**

- **Negotiation.** Parties may talk with each other about resolving their case at any time. If the parties have attorneys, they will negotiate for their clients.
- **Mediation.** Mediation may be appropriate for parties who want to work out a solution but need help from a neutral third party. A mediator can help the parties reach a mutually acceptable resolution. Mediation may be appropriate when the parties have communication problems and/or strong emotions that interfere with resolution. Mediation may not be appropriate when the parties want a public trial, lack equal bargaining power, or have a history of physical or emotional abuse.
- **Arbitration.** Less formal than a trial, parties present evidence and arguments to an arbitrator who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision.
- **Settlement Conferences.** A judge or qualified settlement officer assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Mandatory settlement conferences may be ordered by a judicial officer. In some cases, voluntary settlement conferences may be requested by the parties.

**ADVANTAGES OF ADR**

- **Save time and money.** Utilizing ADR methods is often faster than going to trial and parties can save on court costs, attorney's fees, and other charges.
- **Reduce stress and protect privacy.** ADR is conducted outside of a courtroom setting and does not involve a public trial.
- **Help parties maintain control.** For many types of ADR, parties may choose their ADR process and provider.

**DISADVANTAGES OF ADR**

- **Costs.** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial.** ADR does not provide a public trial or decision by a judge or jury.

**WEBSITE RESOURCES FOR ADR**

- **Los Angeles Superior Court ADR website:** [www.lacourt.org/ADR](http://www.lacourt.org/ADR)
- **California Courts ADR website:** [www.courts.ca.gov/programs-adr.htm](http://www.courts.ca.gov/programs-adr.htm)

## **Los Angeles Superior Court ADR Programs for Unlimited Civil (cases valued over \$35,000)**

Litigants should closely review the requirements for each program and the types of cases served.

- **Civil Mediation Vendor Resource List.** Litigants in unlimited civil cases may use the Civil Mediation Vendor Resource List to arrange voluntary mediations without Court referral or involvement. The Resource List includes organizations that have been selected through a formal process that have agreed to provide a limited number of low-cost or no-cost mediation sessions with attorney mediators or retired judges. Organizations may accept or decline cases at their discretion. Mediations are scheduled directly with these organizations and are most often conducted through videoconferencing. The organizations on the Resource List target active civil cases valued between \$50,000-\$250,000, though cases outside this range may be considered. *For more information and to view the list of vendors and their contact information, download the Resource List Flyer and FAQ Sheet at [www.lacourt.org/ADR/programs.html](http://www.lacourt.org/ADR/programs.html).*  
**RESOURCE LIST DISCLAIMER:** The Court provides this list as a public service. The Court does not endorse, recommend, or make any warranty as to the qualifications or competency of any provider on this list. Inclusion on this list is based on the representations of the provider. The Court assumes no responsibility or liability of any kind for any act or omission of any provider on this list.
- **Mediation Volunteer Panel (MVP).** Unlimited civil cases referred by judicial officers to the Court's Mediation Volunteer Panel (MVP) are eligible for three hours of virtual mediation at no cost with a qualified mediator from the MVP. Through this program, mediators volunteer preparation time and three hours of mediation at no charge. If the parties agree to continue the mediation after three hours, the mediator may charge their market hourly rate. When a case is referred to the MVP, the Court's ADR Office will provide information and instructions to the parties. The Notice directs parties to meet and confer to select a mediator from the MVP or they may request that the ADR Office assign them a mediator. The assigned MVP mediator will coordinate the mediation with the parties. *For more information or to view MVP mediator profiles, visit the Court's ADR webpage at [www.lacourt.org/ADR](http://www.lacourt.org/ADR) or email [ADRCivil@lacourt.org](mailto:ADRCivil@lacourt.org).*
- **Mediation Center of Los Angeles (MCLA) Referral Program.** The Court may refer unlimited civil cases to mediation through a formal contract with the Mediation Center of Los Angeles (MCLA), a nonprofit organization that manages a panel of highly qualified mediators. Cases must be referred by a judicial officer or the Court's ADR Office. The Court's ADR Office will provide the parties with information for submitting the case intake form for this program. MCLA will assign a mediator based on the type of case presented and the availability of the mediator to complete the mediation in an appropriate time frame. MCLA has a designated fee schedule for this program. *For more information, contact the Court's ADR Office at [ADRCivil@lacourt.org](mailto:ADRCivil@lacourt.org).*
- **Resolve Law LA (RLLA) Virtual Mandatory Settlement Conferences (MSC).** Resolve Law LA provides three-hour virtual Mandatory Settlement Conferences at no cost for personal injury and non-complex employment cases. Cases must be ordered into the program by a judge pursuant to applicable Standing Orders issued by the Court and must complete the program's online registration process. The program leverages the talent of attorney mediators with at least 10 years of litigation experience who volunteer as settlement officers. Each MSC includes two settlement officers, one each from the plaintiff and defense bars. Resolve Law LA is a joint effort of the Court, Consumer Attorneys Association of Los Angeles County (CAALA), Association of Southern California Defense Counsel (ASCDC), Los Angeles Chapter of the American Board of Trial Advocates (LA-ABOTA), Beverly Hills Bar Foundation (BHBF), California Employment Lawyers Association (CELA), and Los Angeles County Bar Association (LACBA). *For more information, visit <https://resolvelawla.com>.*

- **Judicial Mandatory Settlement Conferences (MSCs).** Judicial MSCs are ordered by the Court for unlimited civil cases and may be held close to the trial date or on the day of trial. The parties and their attorneys meet with a judicial officer who does not make a decision, but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For more information, visit <https://www.lacourt.org/division/civil/CI0047.aspx>.

**Los Angeles Superior Court ADR Programs for Limited Civil (cases valued below \$35,000)**

Litigants should closely review the requirements for each program and the types of cases served.

- **Dispute Resolution Program Act (DRPA) Day-of-Hearing Mediation.** Through the Dispute Resolution Program Act (DRPA), the Court works with county-funded agencies, including the Los Angeles County Department of Consumer & Business Affairs (DCBA) and the Center for Conflict Resolution (CCR), to provide voluntary day-of-hearing mediation services for small claims, unlawful detainer, limited civil, and civil harassment matters. DCBA and CCR staff and trained volunteers serve as mediators, primarily for self-represented litigants. There is no charge to litigants. *For more information, visit <https://dcba.lacounty.gov/countywidedrp>.*
- **Temporary Judge Unlawful Detainer Mandatory Settlement Conference Pilot Program.** Temporary judges who have been trained as settlement officers are deployed by the Court to designated unlawful detainer court locations one day each week to facilitate settlement of unlawful detainer cases on the day of trial. For this program, cases may be ordered to participate in a Mandatory Settlement Conference (MSC) by judicial officers at Stanley Mosk, Long Beach, Compton, or Santa Monica. Settlement rooms and forms are available for use on the designated day at each courthouse location. There is no charge to litigants for the MSC. *For more information, contact the Court's ADR Office at [ADRCivil@lacourt.org](mailto:ADRCivil@lacourt.org).*

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: Amelia A. Steelhead ROSE, KLEIN & MARIAS, LLP 801 S. Grand Avenue, 11th Floor Los Angeles, CA 90017 TELEPHONE NO.: (213) 626-0571 E-MAIL ADDRESS (Optional): a.steelhead@rkmlaw.net ATTORNEY FOR (Name): Plaintiff, City of Los Angeles		STATE BAR NUMBER 299006	FOR COURT USE ONLY
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		<b>Electronically FILED by Superior Court of California, County of Los Angeles 3/13/2026 11:12 AM David W. Slayton, Executive Officer/Clerk of Court, By A. Miranda, Deputy Clerk</b>	
COURTHOUSE ADDRESS: 235 Magnolia, Long Beach, CA 90802			
PLAINTIFF: City of Los Angeles	DEFENDANT: Hexagon Agility, Inc., et al.		
<b>AMENDMENT TO COMPLAINT (Fictitious/Incorrect Name)</b>		CASE NUMBER: 25LBCV03559	

**FICTITIOUS NAME (No Order required)**


Upon the filing of the complaint, the plaintiff, being ignorant of the true name of the defendant and having designated the defendant in the complaint to be:

FICTITIOUS NAME DOE 1
--------------------------

and having discovered the true name of the defendant to be:

TRUE NAME Agility Fuel Systems, LLC
--

amends the complaint by substituting the true name for the fictitious name wherever it appears in the complaint.

DATE March 13, 2026	TYPE OR PRINT NAME Amelia A. Steelhead	SIGNATURE OR ATTORNEY 
------------------------	---	--

**INCORRECT NAME (Order required)**

The plaintiff, having designated a defendant in the complaint by the incorrect name of:

INCORRECT NAME
----------------

and having discovered the true name of the defendant to be:

TRUE NAME
-----------

amends the complaint by substituting the true name for the incorrect name wherever it appears in the complaint.

DATE	TYPE OF PRINT NAME	SIGNATURE OF ATTORNEY
------	--------------------	-----------------------

**ORDER**

THE COURT ORDERS the amendment approved and filed.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Judicial Officer

**AMENDMENT TO COMPLAINT  
(Fictitious / Incorrect Name)**

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
12/31/2025 5:03 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By A. Miranda, Deputy Clerk

1 **ROSE, KLEIN & MARIAS LLP**  
2 AMELIA A. STEELHEAD (State Bar No. 299006)  
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8 HYDEE FELDSTEIN SOTO, City Attorney (State Bar No. 106866)  
9 KATHLEEN KENEALY, Assistant Chief City Attorney (State Bar No. 212289)  
10 700 East Temple Street. Room 220  
11 Los Angeles, California 90017  
12 (213) 473-9390; (213) 473-9025 Fax

13 Attorneys for Plaintiff,  
14 CITY OF LOS ANGELES

15  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

CITY OF LOS ANGELES, A Municipal Corporation,

Plaintiff,

vs.

HEXAGON AGILITY INC., a Delaware Corporation; AGILITY FUEL SOLUTIONS, LLC, a Delaware Limited Liability Company; DAIMLER TRUCK NORTH AMERICA LLC; HEAVY LOAD TRANSFER, LLC, a Delaware Limited Liability Company; TOTAL TRANSPORTATION SERVICES, INC., a California Corporation; PREMIUM TRANSPORTATION SERVICES, INC., a Delaware Corporation; SHANIA JANE SUTTON, an Individual California Resident; and DOES 1 through 100, Inclusive,

Defendants.

Case No. **25LBCV03559**

**COMPLAINT FOR SUBROGATION OF WORKERS' COMPENSATION BENEFITS PAID AND OTHER ECONOMIC LOSSES**

1. NEGLIGENCE
2. NEGLIGENCE
3. STRICT PRODUCT'S LIABILITY – DESIGN DEFECT
4. STRICT PRODUCTS LIABILITY – WARNING DEFECT
5. STRICT PRODUCTS LIABILITY – MANUFACTURING DEFECT
6. NEGLIGENCE – PRODUCTS LIABILITY
7. BREACH OF WARRANTY

COMES NOW Plaintiff CITY OF LOS ANGELES (hereinafter "CITY") and for its cause of action against Defendants, HEXAGON AGILITY INC., a Delaware Corporation; AGILITY FUEL SOLUTIONS, LLC, a Delaware Limited Liability Company; DAIMLER TRUCK NORTH

**ROSE, KLEIN & MARIAS LLP**  
801 S. GRAND AVENUE, 11<sup>TH</sup> FLOOR  
LOS ANGELES, CALIFORNIA 90017  
TEL. (213) 626-0571 • FAX (213) 623-7755

1 AMERICA LLC; HEAVY LOAD TRANSFER, LLC; TOTAL TRANSPORTATION  
2 SERVICES, INC., a California Corporation; PREMIUM TRANSPORTATION SERVICES,  
3 INC., a Delaware Corporation; SHANIA JANE A SUTTON, an Individual California Resident;  
4 and DOES 1 through 100, Inclusive, and each of them, complains and alleges as follows:

5 **GENERAL ALLEGATIONS**

6 1. On February 15, 2024, Los Angeles City Fire Department employees ANDRES  
7 SAENZ II, CASEY DUNN, DANIEL GOEN, HOWARD WEISERWEAVER, IAN  
8 GALLARDO, ROBERT WARD, TOM RODRIGUEZ, and MARTIN SVORINICH  
9 (“FIREFIGHTERS”) were injured in an explosion that occurred while responding to a reported  
10 motor vehicle accident and fire. The incident occurred while the FIREFIGHTERS were in the  
11 course and scope of their employment with the CITY.

12 **THE PARTIES**

13 2. The true names and capacities of DOES 1 through 100, inclusive, whether  
14 individual, corporate, associate or otherwise, are currently unknown to CITY at the present time  
15 and, when CITY ascertains the true names and capacities of said Defendants, it will ask leave of  
16 this Court to amend this complaint by setting forth same. CITY is informed and believes and  
17 based thereon alleges that each said DOE Defendant was negligent, careless, reckless or in some  
18 manner legally responsible for the incident as hereinafter set forth, and that such negligence and/or  
19 other actionable conduct proximately caused the injuries and damages alleged herein.

20 3. CITY is informed and believes and based thereon alleges that at all times herein  
21 mentioned, Defendants, and each of them, were the agents, servants, and employees, each of the  
22 other, acting within the course and scope of said agency and employment.

23 4. CITY is, and at all times relevant herein was, a municipal corporation organized  
24 under and existing by virtue of the laws of the State of California.

25 5. The Charter of the City of Los Angeles was adopted in 1925 and in its original  
26 form, it may be found as Res. Chapter 5, p. 1024 of the Statutes of 1925. Said Charter, as amended  
27 from time to time, has been in effect continuously from that date to the present, and was in full  
28 force and effect at all times mentioned herein.

1           6.       On February 17, 1969, the City Council adopted Ordinance No. 138,300, which  
2 states: “An ordinance enacting a revision and codification of the administrative and procedural  
3 code of the City of Los Angeles which have not yet previously been codified, to be known as the  
4 Los Angeles Administrative Code, and repealing all ordinances and parts of ordinances in conflict  
5 herewith.” Said ordinance was approved by the Mayor of CITY on February 24, 1969, becoming  
6 effective on April 7, 1969. The Los Angeles Administrative Code (LAAC) as amended from time  
7 to time has been in effect at all times mentioned herein.

8           7.       In the event an employee of CITY under express appointment or contract of hire is  
9 injured while acting within the course and scope of such employment, CITY and its employee are  
10 subject to the provisions of Division 4 of the Labor Code and Charter of the City of Los Angeles  
11 and the pertinent sections of Division 4 of the LAAC by reason of such employment.

12           8.       At all times herein mentioned, the FIREFIGHTERS were employees of the CITY  
13 under express appointment or contract of hire, and were acting within the course and scope of their  
14 employment at the time that they sustained the injuries that are subject to the provisions of  
15 Division 4 of the Labor Code and LAAC.

16           9.       Plaintiff is informed and believe that at all times relevant herein, Defendant  
17 SHANIA JANE SUTTON (hereinafter “SUTTON”) was a resident of the County of San  
18 Bernardino, State of California.

19           10.      Plaintiff is informed and believes that at all times relevant herein, Defendant  
20 HEXAGON AGILITY, INC. (hereinafter “HEXAGON”) was a Delaware corporation duly  
21 organized and existing in the State of Delaware with its principal place of business in Costa Mesa,  
22 California. Plaintiff is further informed and believes that at all times herein mentioned, Defendant  
23 HEXAGON has systemically done business in the State of California, including, but not limited  
24 to, in Los Angeles County, through manufacturing, distributing, and selling products, including  
25 compressed natural gas tanks, and/or their component parts, and other items and through other  
26 actions, including placing its products into the stream of commerce such that they are expected to  
27 and do reach consumers in the State of California. HEXAGON has multiple offices within the  
28 State of California, and conducts significant business activities within the forum state and in so

1 doing enjoys the benefits and protection of the laws of the state of California including but not  
2 limited to the enforcement of contracts, the defense of property, the resulting formation of an  
3 effective market for their products, and having employees domiciled within the forum state.

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

18 12. Plaintiff is informed and believes that at all times relevant herein, Defendant  
19 AGILITY FUEL SYSTEMS, LLC (hereinafter "AGILITY FUEL SYSTEMS") was a Delaware  
20 limited liability company duly organized and existing in the State of California with its principal  
21 place of business in Costa Mesa, California. Plaintiff is further informed and believes that at all  
22 times herein mentioned, Defendants AGILITY FUEL SYSTEMS has systemically done business  
23 in the State of California, including, but not limited to, in Los Angeles County, through  
24 manufacturing, distributing, and selling products, including compressed natural gas tanks, and/or  
25 their component parts, and other items and through other actions, including placing its products  
26 into the stream of commerce such that they are expected to and do reach consumers in the State of  
27 California.

28 13. Plaintiff is further informed and believes that at all times herein mentioned,

1 Defendants DOES 1–30, inclusive, are corporations or entities that have systemically done business  
2 in the State of California, including, but not limited to, in Los Angeles County, through  
3 manufacturing, distributing, and/or selling products, including compressed natural gas tanks and/or  
4 their component parts, and other items and through other actions, including placing its products into  
5 the stream of commerce such that they are expected to and do reach consumers in the State of  
6 California.

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

26         15. Plaintiff is further informed and believes that at all times herein mentioned,  
27 Defendants DOES 31–60, inclusive, are corporations or entities that have systemically done  
28 business in the State of California, including, but not limited to, in Los Angeles County, through

1 manufacturing, distributing, and/or selling products, including tractor-trailer trucks, semi-trucks,  
2 and/or other trailer towing trucks, including their component parts, and other items and through  
3 other actions, including placing its products into the stream of commerce such that they are  
4 expected to and do reach consumers in the State of California.

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

15 17. Plaintiff is informed and believes that at all times relevant herein, Defendant  
16 TOTAL TRANSPORTATION SERVICES, INC. (hereinafter "TTSI") was a Delaware corporation  
17 duly organized and existing in the State of California with its principal place of business in Rancho  
18 Dominguez, California. Plaintiff is further informed and believes that at all times herein mentioned,  
19 Defendant TTSI has systemically done business in the State of California, including, but not limited  
20 to, in Los Angeles County, through owning, maintaining, and operating products, including tractor-  
21 trailer trucks, semi-trucks, and/or other trailer towing trucks equipped with compressed natural gas  
22 tanks, including their component parts, and other items and through other actions, including placing  
23 its products into the stream of commerce such that they are expected to and do reach consumers in  
24 the State of California.

25 18. Plaintiff is informed and believes that at all times relevant herein, Defendant  
26 PREMIUM TRANSPORTATION SERVICES, INC. (hereinafter "PTSI") was a Delaware  
27 corporation duly organized and existing in the State of California with its principal place of  
28 business in Long Beach, California. Plaintiff is further informed and believes that at all times

1 herein mentioned, Defendant PTSI has systemically done business in the State of California,  
2 including, but not limited to, in Los Angeles County, through owning, maintaining, and operating  
3 products, including tractor-trailer trucks, semi-trucks, and/or other trailer towing trucks, including  
4 their component parts, and other items and through other actions, including placing its products  
5 into the stream of commerce such that they are expected to and do reach consumers in the State of  
6 California.

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

14 20. Plaintiff is further informed and believes that at all times herein mentioned,  
15 Defendants DOES 71–80 are persons residing in Los Angeles County, State of California, and are  
16 responsible for driving and/or operating and/or maintaining and/or are responsible for the subject  
17 vehicle involved in this incident. Plaintiff is informed and believes and thereupon alleges that at  
18 all times relevant herein, Defendants DOES 71-80 were acting in the course and scope of their  
19 employment for, and/or was acting as an agent and/or was otherwise authorized to act on behalf  
20 of, Defendants HLT, TTSI, PTSI, and/or DOES 61-70 at the time of the incident described herein.

21 21. Plaintiff is further informed and believes that at all times herein mentioned,  
22 Defendants 81-90 are persons residing and/or conducting significant business within in Los  
23 Angeles County, State of California, and are responsible for filling, operating, maintaining, and/or  
24 repairing the subject tank involved in this incident.

25 22. Plaintiff is further informed and believes that at all times relevant herein, Defendants  
26 HEXAGON, AGILITY FUEL SOLUTIONS, AGILITY FUEL SYSTEMS, DAIMLER, HLT,  
27 TTSI, PTSI and DOES 1-100, inclusive, were in the business of designing, manufacturing,  
28 assembling, testing, inspecting, selling, distributing, maintaining, and repairing compressed natural

1 gas tanks and/or tractor-trailer trucks, semi-trucks, and/or other trailer towing trucks, including their  
2 component parts, and provided warnings and distributed warnings and advisements for their  
3 products and component parts.

4 **FACTUAL ALLEGATIONS**

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

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

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

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

27 27. Immediately upon arrival, LAFD 49s personnel, including FIREFIGHTERS, began  
28 their standard practices and procedures to extinguish a fully involved vehicle fire. The nozzleman

1 initially positioned himself on the West side of the SUBJECT VEHICLE and applied water to the  
2 West side. Within approximately six (6) minutes after FIREFIGHTERS arrived on scene, a  
3 knockdown of the fire was nearly completed. Once the fire was approaching knocked down,  
4 FIREFIGHTERS began to apply water to the East side of the SUBJECT VEHICLE.

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

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

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

21         31. Upon information and belief, Defendants HEXAGON, AGILITY FUEL  
22 SYSTEMS, and AGILITY FUEL SOLUTIONS, inclusive, and each of them, manufactured,  
23 distributed, sold, and introduced the SUBJECT TANK to the stream of commerce.

24         32. Upon information and belief, Defendants DOES 1-30, inclusive, and each of them,  
25 manufactured, distributed, and/or sold, and introduced the SUBJECT TANK to the stream of  
26 commerce.

27         33. Upon information and belief, Defendant DAIMLER manufactured, distributed,  
28 sold, and introduced the SUBJECT VEHICLE to the stream of commerce.



1 HLT, TTSI, PTSI, SUTTON and/or DOES 61-70 at the time of the incident described herein.

2 42. Plaintiff is informed and believes and based thereon alleges that at all times  
3 relevant herein, Defendants 81-90 were responsible for filling and/or operating and/or maintaining  
4 and/or repairing the SUBJECT TANK.

5 43. Plaintiff is informed and believes and based thereon alleges that at all times  
6 relevant herein, Defendants 91-100 are persons or entities who acted negligently and/or who in  
7 some way were legally responsible for the acts complained of herein.

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

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

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

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

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

28 49. Defendants SUTTON and DOES 71-80, and each of them, negligently failed to

1 report that the SUBJECT VEHICLE was equipped with CNG tanks to 9-1-1 emergency call takers  
2 and to first responders, such as FIREFIGHTERS, upon their arrival on-scene.

3 50. Defendants SUTTON and DOES 71-80 were unfit to perform the job duties re-  
4 quired by Defendants SUTTON and DOES 71-80 and by the law and performed their duties, or  
5 failed to perform their duties, in a negligent and careless manner so as to cause FIREFIGHTERS'  
6 injuries.

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

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

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

22 54. Defendants SUTTON and DOES 71-80, and each of them, failed to take reason-  
23 able and necessary precautions while driving the SUBJECT VEHICLE and operating the  
24 SUBJECT TANK.

25 55. Defendants SUTTON and DOES 81-90, and each of them, owed multiple duties to  
26 Plaintiff and FIREFIGHTERS to use reasonable care and diligence while filling and/or  
27 maintaining the SUBJECT TANK and the SUBJECT VEHICLE and/or otherwise acting in some  
28 actionable manner towards FIREFIGHTERS on February 15, 2024.

1           56. Defendants SUTTON and DOES 81-90, and each of them, breached their duty of  
2 care to Plaintiff by filling and/or maintaining the SUBJECT TANK and SUBJECT VEHICLE in a  
3 negligent, gross negligent, reckless, careless, and/or in some other actionable manner on February  
4 15, 2024.

5           57. Defendants SUTTON and DOES 81-90, and each of them, failed to take reasonable  
6 and necessary precautions while filling and/or maintaining the SUBJECT TANK and SUBJECT  
7 VEHICLE.

8           58. As a direct and proximate result of the negligent, gross negligent, reckless, careless,  
9 and/or actionable conduct of Defendants SUTTON and DOES 71-90 as described above,  
10 FIREFIGHTERS sustained severe life-altering injuries.

11           59. In contrast, at the time of the incident, FIREFIGHTERS were acting with due  
12 caution, attention, and care, and did not in any way contribute to or cause the injuries they  
13 sustained as described herein.

14           60. As a sole, direct, and proximate result of said negligence, carelessness and  
15 recklessness of Defendants, and each of them, CITY FIREFIGHTERS, and each of them,  
16 sustained injuries which prevented performance of their duties of employment. CITY was required  
17 to, and did, pay benefits to said employees as compensation in an amount not now known and as  
18 medical treatment in an amount not now known pursuant to the provisions of the aforesaid Labor  
19 Code and LAAC. When CITY ascertains the total costs of such compensation, it will ask leave of  
20 this Court to amend this complaint by setting forth such total amount.

21           61. As a further, sole, direct, and proximate result of said injuries and the conduct of  
22 Defendants, and each of them, and pursuant to the Labor Code and LAAC, CITY was compelled  
23 to and did employ physicians and surgeons and other medical personnel and did incur expenses  
24 and liability for medical care, treatment, drugs, therapy, and incidental expenses; that full extent of  
25 all such expense incurred, and to be incurred, is unknown to CITY at this time. CITY will seek  
26 leave of court to amend this complaint to show the true amount thereof when the same has been  
27 ascertained.

28           62. As a further, sole, direct, and proximate result of said injuries and the conduct of

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1 Defendants, and each of them, and pursuant to the Labor Code and LAAC, CITY will be required  
2 to furnish additional medical treatment and compensation in amounts not now known, which are  
3 accruing and will continue to accrue in the future. When CITY ascertains the total costs of such  
4 treatment and compensation, it will ask leave of this Court to amend this complaint by setting  
5 forth such total amount

6 63. As a further, sole, direct, and proximate result of the subject incident herein, items  
7 of CITY's property, including CITY's vehicles, were damaged, lost, or destroyed, resulting in  
8 monetary damages in amounts currently unknown to CITY. When CITY ascertains the total costs  
9 of such losses, it will ask leave of this Court to amend this complaint by setting forth such total  
10 amount.

11 **SECOND CAUSE OF ACTION**

12 **NEGLIGENCE**

13 (Brought by Plaintiff Against Defendants HEXAGON, AGILITY FUEL SOLUTIONS,  
14 AGILITY FUEL SYSTEMS, DAIMLER and DOES 1-100)

15 64. Plaintiff realleges and incorporates each and every allegation contained in  
16 paragraphs 1 through 63 as if fully stated herein.

17 65. Plaintiff is informed and believes and based thereon alleges that at all times  
18 relevant herein, Defendants HEXAGON, AGILITY FUEL SOLUTIONS, AGILITY FUEL  
19 SYSTEMS, DAIMLER, and DOES 1-70 are business entities, corporations, public entities, and/or  
20 individuals, who in some ways were legally responsible for the acts complained of herein.

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

28 67. Plaintiff is informed and believes and based thereon alleges that at all times

1 relevant herein, Defendants 81-90 were responsible for filling and/or operating and/or maintaining  
2 and/or repairing the SUBJECT TANK.

3 68. Plaintiff is informed and believes and based thereon alleges that at all times  
4 relevant herein, Defendants 91-100 are persons or entities who acted negligently and/or who in  
5 some way were legally responsible for the acts complained of herein.

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

9 70. Defendants HEXAGON, AGILITY FUEL SOLUTIONS, and AGILITY FUEL  
10 SYS-TEMS, inclusive, and each of them, by and through their officers, directors, employees,  
11 and/or managing agents, were the manufacturers, fabricators, designers, assemblers, testers,  
12 distributors, sellers, inspectors, installers, servicers, marketers, warrantors, suppliers, and/or  
13 advertisers of the SUBJECT TANK and/or its component parts, which contained design and/or  
14 manufacturing defects, and were capable of causing, and in fact did cause, personal injuries while  
15 being used in a manner reasonably foreseeable, thereby rendering the same un-safe and dangerous  
16 for users.

17 71. Defendants HEXAGON, AGILITY FUEL SOLUTIONS, and AGILITY FUEL  
18 SYSTEMS, inclusive, and each of them, failed to provide sufficient information to purchasers and  
19 users of the SUBJECT TANK and/or its component parts on proper maintenance and care of the  
20 SUBJECT TANK.

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

25 73. Defendants DAIMLER and DOES 31-60, by and through their respective officers,  
26 di-rectors, employees, and/or managing agents, were the manufacturers, fabricators, designers,  
27 assemblers, testers, distributors, sellers, inspectors, installers, servicers, marketers, warrantors,  
28 suppliers, and/or advertisers of the SUBJECT VEHICLE and/or its component parts, which

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

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

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

11         76. As a sole, direct, and proximate result of said negligence, carelessness and  
12 recklessness of Defendants, and each of them, CITY FIREFIGHTERS, and each of them,  
13 sustained injuries which prevented performance of their duties of employment. CITY was required  
14 to, and did, pay benefits to said employees as compensation in an amount not now known and as  
15 medical treatment in an amount not now known pursuant to the provisions of the aforesaid Labor  
16 Code and LAAC. When CITY ascertains the total costs of such compensation, it will ask leave of  
17 this Court to amend this complaint by setting forth such total amount.

18         77. As a further, sole, direct, and proximate result of said injuries and the conduct of  
19 Defendants, and each of them, and pursuant to the Labor Code and LAAC, CITY was compelled  
20 to and did employ physicians and surgeons and other medical personnel and did incur expenses  
21 and liability for medical care, treatment, drugs, therapy, and incidental expenses; that full extent of  
22 all such expense incurred, and to be incurred, is unknown to CITY at this time. CITY will seek  
23 leave of court to amend this complaint to show the true amount thereof when the same has been  
24 ascertained.

25         78. As a further, sole, direct, and proximate result of said injuries and the conduct of  
26 Defendants, and each of them, and pursuant to the Labor Code and LAAC, CITY will be required  
27 to furnish additional medical treatment and compensation in amounts not now known, which are  
28 accruing and will continue to accrue in the future. When CITY ascertains the total costs of such

1 treatment and compensation, it will ask leave of this Court to amend this complaint by setting  
2 forth such total amount

3 79. As a further, sole, direct, and proximate result of the subject incident herein, items  
4 of CITY's property, including CITY's vehicles, were damaged, lost, or destroyed, resulting in  
5 monetary damages in amounts currently unknown to CITY. When CITY ascertains the total costs  
6 of such losses, it will ask leave of this Court to amend this complaint by setting forth such total  
7 amount.

8 **THIRD CAUSE OF ACTION**

9 **STRICT PRODUCTS LIABILITY – DESIGN DEFECT**

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

12 80. Plaintiff realleges and incorporates each and every allegation contained in  
13 paragraphs 1 through 79 as if fully stated herein.

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

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

28 83. Defendants HEXAGON, AGILITY FUEL SYSTEMS, and AGILITY FUEL

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

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

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

18           86.     At all times relevant herein, Defendants HEXAGON, AGILITY FUEL SYS-  
19 TEMS, AGILITY FUEL SOLUTIONS, and DOES 1-10, inclusive, and each of them, were the  
20 manufacturers of the SUBJECT TANK. The SUBJECT TANK was received by Defendants HLT,  
21 TTSI, PTSI, and DOES 61-90 with no substantial changes in condition to which the CNG tank  
22 was manufactured for sale. Defendants HEXAGON, AGILITY FUEL SYSTEMS, AGILITY  
23 FUEL SOLUTIONS, and DOES 110, inclusive, and each of them, breached their duty of care by  
24 distributing a defective product.

25           87.     At all times relevant herein, Defendants HEXAGON, AGILITY FUEL SYS-  
26 TEMS, AGILITY FUEL SOLUTIONS, and DOES 11-20, inclusive, and each of them, were the  
27 distributors of the SUBJECT TANK and distributed the SUBJECT TANK to Defendants HLT,  
28 TTSI, PTSI, and DOES 61-90. The SUBJECT TANK was received by Defendants HLT, TTSI,

1 PTSI, and DOES 61-90 with no substantial changes in condition to which the CNG tank was  
2 manufactured for sale. Defendants DOES 1-10, inclusive, and each of them, breached their duty of  
3 care by distributing a defective product.

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

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

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

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

24 92. At all times relevant herein, the SUBJECT VEHICLE and its component parts,  
25 manuals, and documentation, including its instructions and warnings, were being operated and  
26 used for the purposes and in the manner for which they were designed, manufactured,  
27 assembled, inspected, tested, sold, and intended to be used and were used in a manner that was  
28 reasonably foreseeable to Defendants, inclusive, and were in a condition without substantial

1 change from their original condition when they were sold by Defendants DOES 51-60,  
2 inclusive, and each of them.

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

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

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

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

25 97. At all times relevant herein, Defendants DOES 41-50, inclusive, and each of  
26 them, were the distributors of the SUBJECT VEHICLE and distributed the SUBJECT  
27 VEHICLE to Defendants HLT, TTSI, PTSI, and DOES 61-90. The SUBJECT VEHICLE was  
28 received by Defendants HLT, TTSI, PTSI, and DOES 61-90 with no substantial changes in

1 condition to which the truck was manufactured for sale. Defendants DOES 41-50, inclusive,  
2 and each of them, breached their duty of care by distributing a defective product.

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

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

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

13 101. The aforementioned defects and the defective and unreasonably dangerous and  
14 un-safe condition of the SUBJECT TANK and SUBJECT VEHICLE, their accessories,  
15 component parts, manuals, and documentation, including their instructions and warnings, and  
16 the failure of Defendants to fix the defects and dangerous condition of the SUBJECT TANK  
17 and SUBJECT VEHICLE, were a substantial factor in causing Plaintiff and FIREFIGHTERS'  
18 harm.

19 102. As a direct result and consequence of the acts and/or omissions of Defendants,  
20 the SUBJECT TANK and SUBJECT VEHICLE caused FIREFIGHTERS to sustain severe  
21 injuries. As a result, the CITY was required to and did pay and will pay in the future ongoing  
22 workers' compensation benefits to the FIREFIGHTERS.

23 103. As a further direct result of Defendants' conduct, the CITY suffered damage to  
24 its property for which it is seeking reimbursement as described and alleged hereinabove.

25 **FOURTH CAUSE OF ACTION**

26 **STRICT PRODUCTS LIABILITY – WARNING DEFECT**

27 (Brought by Plaintiff Against Defendants HEXAGON, AGILITY FUEL SOLUTIONS,  
28 AGILITY FUEL SYSTEMS, DAIMLER, HLT, TTSI, PTSI, and DOES 1 through 60)

1           104. Plaintiff realleges and incorporates each and every allegation contained in para-  
2 graphs 1 through 103 as if fully stated herein.

3           105. At all times relevant herein, Defendants HEXAGON, AGILITY FUEL  
4 SYSTEMS, and AGILITY FUEL SOLUTIONS, inclusive, and each of them, by and through  
5 their officers, directors, employees, and/or managing agents, were the manufacturers,  
6 fabricators, designers, assemblers, testers, distributors, sellers, inspectors, installers, servicers,  
7 marketers, warrantors, suppliers, and/or advertisers of the SUBJECT TANK and/or its  
8 component parts, which contained design and/or manufacturing defects, and were capable of  
9 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           106. The SUBJECT TANK had potential risks and dangers that were known by  
12 Defendants at the time of manufacture, distribution, and/or sale, which presented a substantial  
13 danger when the SUBJECT TANK was used or misused in an intended or reasonably  
14 foreseeable way. These potential risks and dangers would not have been recognized by  
15 ordinary customers.

16           107. Additionally, Defendants HEXAGON, AGILITY FUEL SYSTEMS, and  
17 AGILITY FUEL SOLUTIONS, inclusive, and each of them, wrote, approved, and provided  
18 inadequate warnings and instructions for the use, operation, inspection, and/or maintenance of  
19 the SUBJECT TANK and its component parts, and otherwise failed to provide proper and  
20 adequate warnings.

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

28

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

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

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

16 112. At all times relevant herein, Defendants HEXAGON, AGILITY FUEL  
17 SYSTEMS, AGILITY FUEL SOLUTIONS, and DOES 1-10, inclusive, and each of them,  
18 were the manufacturers of the SUBJECT TANK. The SUBJECT TANK was received by  
19 Defendants HLT, TTSI, PTSI, and DOES 61-90 with no substantial changes in condition to  
20 which the CNG tank was manufactured for sale. Defendants HEXAGON, AGILITY FUEL  
21 SYSTEMS, AGILITY FUEL SOLUTIONS, and DOES 110, inclusive, and each of them,  
22 breached their duty of care by distributing a defective product.

23 113. At all times relevant herein, Defendants HEXAGON, AGILITY FUEL  
24 SYSTEMS, AGILITY FUEL SOLUTIONS, and DOES 11-20, inclusive, and each of them,  
25 were the distributors of the SUBJECT TANK and distributed the SUBJECT TANK to  
26 Defendants HLT, TTSI, PTSI, and DOES 61-90. The SUBJECT TANK was received by  
27 Defendants HLT, TTSI, PTSI, and DOES 61-90 with no substantial changes in condition to  
28 which the CNG tank was manufactured for sale. Defendants HEXAGON, AGILITY FUEL

1 SYSTEMS, AGILITY FUEL SOLUTIONS, and DOES 1-10, inclusive, and each of them,  
2 breached their duty of care by distributing a defective product.

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

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

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

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

23 118. Additionally, Defendants DAIMLER and DOES 31-60 wrote, approved, and  
24 provided inadequate warnings and instructions for the use, operation, inspection, and/or  
25 maintenance of the SUBJECT VEHICLE and its component parts, and otherwise failed to  
26 provide proper and adequate warnings.

27 119. At all times relevant herein, the SUBJECT VEHICLE and its component parts,  
28 manuals, and documentation, including its instructions and warnings, were being operated and

1 used for the purposes and in the manner for which they were designed, manufactured,  
2 assembled, inspected, tested, sold, and intended to be used and were used in a manner that was  
3 reasonably foreseeable to Defendants, inclusive, and were in a condition without substantial  
4 change from their original condition when they were sold by Defendants DOES 51-60,  
5 inclusive, and each of them.

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

11 121. Defendants DAIMLER and DOES 31-60 failed to adequately warn of the  
12 dangers of the truck. Defendants DAIMLER and DOES 31-60 further failed to confirm the  
13 safety of their product and that the SUBJECT VEHICLE would be functional for its intended  
14 use.

15 122. The SUBJECT VEHICLE as designed, manufactured, and sold with the  
16 manufacturing and design defects and warning defect, caused personal injuries to  
17 FIREFIGHTERS, while being used in a manner consistent in which the truck was intended to  
18 be used. Due to the defects, the SUBJECT VEHICLE was rendered unsafe and dangerous for  
19 use by the consumer.

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

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

1           125.    At all times relevant herein, Defendants DOES 41-50, inclusive, and each of  
2 them, were the distributors of the SUBJECT VEHICLE and distributed the SUBJECT  
3 VEHICLE to Defendants HLT, TTSI, PTSI, and DOES 61-90. The SUBJECT VEHICLE was  
4 received by Defendants HLT, TTSI, PTSI, and DOES 61-90 with no substantial changes in  
5 condition to which the truck was manufactured for sale. Defendants DOES 41-50, inclusive,  
6 and each of them, breached their duty of care by distributing a defective product.

7           126.    Defendants DOES 41-50, inclusive, and each of them, were negligent because  
8 they distributed a truck that was incapable of performing the tasks for which it was de-signed.

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

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

17           129.    The aforementioned defects and the defective and unreasonably dangerous and  
18 un-safe condition of the SUBJECT TANK and SUBJECT VEHICLE, their accessories,  
19 component parts, manuals, and documentation, including their instructions and warnings, and  
20 the failure of Defendants to fix the defects and dangerous condition of the SUBJECT TANK  
21 and SUBJECT VEHICLE, were a substantial factor in causing FIREFIGHTERS' and the  
22 CITY's harm.

23           130.    As a direct result and consequence of the acts and/or omissions of Defendants,  
24 the SUBJECT TANK and SUBJECT VEHICLE caused FIREFIGHTERS to sustain severe  
25 injuries. As a result, the CITY was required to and did pay and will pay in the future ongoing  
26 workers' compensation benefits to the FIREFIGHTERS.

27           131.    As a further direct result of Defendants' conduct, the CITY suffered damage to  
28 its property for which it is seeking reimbursement as described and alleged hereinabove.

1 **FIFTH CAUSE OF ACTION**

2 **STRICT PRODUCTS LIABILITY – MANUFACTURING DEFECT**

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

5 132. Plaintiff realleges and incorporates each and every allegation contained in para-  
6 graphs 1 through 131 as if fully stated herein.

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

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

22 135. Defendants HEXAGON, AGILITY FUEL SYSTEMS, and AGILITY FUEL  
23 SOLUTIONS, inclusive, and each of them, are negligent for designing, manufacturing, and  
24 selling a CNG tank that was not equipped to be used in the manner it was intended to be used.  
25 They failed to manufacture, design, distribute, and/or sell a CNG tank that was designed to  
26 function with proper use and that was manufactured with the necessary parts and components  
27 to ensure the CNG tank was safe for regular use. Defendants also failed to adequately warn of  
28 the dangers of the CNG tank. Defendants HEXAGON, AGILITY FUEL SYSTEMS, and

1 AGILITY FUEL SOLUTIONS, inclusive, and each of the, further failed to confirm the safety  
2 of their product and that the SUBJECT TANK would be functional for its intended use.

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

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

13 138. At all times relevant herein, Defendants HEXAGON, AGILITY FUEL  
14 SYSTEMS, AGILITY FUEL SOLUTIONS, and DOES 1-10, inclusive, and each of them,  
15 were the manufacturers of the SUBJECT TANK. The SUBJECT TANK was received by  
16 Defendants HLT, TTSI, PTSI, and DOES 61-90 with no substantial changes in condition to  
17 which the CNG tank was manufactured for sale. Defendants HEXAGON, AGILITY FUEL  
18 SYSTEMS, AGILITY FUEL SOLUTIONS, and DOES 110, inclusive, and each of them,  
19 breached their duty of care by distributing a defective product.

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

28

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

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

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

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

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

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

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

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

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

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



1           157. Defendants HEXAGON, AGILITY FUEL SOLUTIONS, AGILITY FUEL  
2 SYSTEMS, DAIMLER, HLT, TTSI, PTSI, and DOES 1-100, inclusive, and each of them, had  
3 a duty to FIREFIGHTERS to use reasonable care in manufacturing, designing, assembling,  
4 inspecting, testing, and selling the SUBJECT TANK and SUBJECT VEHICLE, their  
5 accessories, component parts, manuals, and documentation, including its instructions, manuals,  
6 and warnings.

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

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

24           160. As a direct result and consequence of the acts and/or omissions of Defendants,  
25 the SUBJECT TANK and SUBJECT VEHICLE caused FIREFIGHTERS to sustain severe  
26 injuries. As a result, the CITY was required to and did pay and will pay in the future ongoing  
27 workers' compensation benefits to the FIREFIGHTERS.

28



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1 166. As a further direct result of Defendants' conduct, the CITY suffered damage to  
2 its property for which it is seeking reimbursement as described and alleged hereinabove.

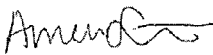
3  
4 **PRAYER FOR RELIEF**

5 WHEREFORE, CITY prays for judgment against Defendants, and each of them, as  
6 follows:

- 7 1. For costs of medical treatment furnished to its employees, ANDRES SAENZ II,  
8 CASEY DUNN, DANIEL GOEN, HOWARD WEISERWEAVER, IAN  
9 GALLARDO, ROBERT WARD, TOM RODRIGUEZ, and MARTIN  
10 SVORINICH;
- 11 2. For compensation paid or payable to its employees ANDRES SAENZ II, CASEY  
12 DUNN, DANIEL GOEN, HOWARD WEISERWEAVER, IAN GALLARDO,  
13 ROBERT WARD, TOM RODRIGUEZ, and MARTIN SVORINICH;
- 14 3. For the costs of additional medical services and compensation as proved at the time  
15 of trial to have been paid, or incurred, or required to be furnished to its employee  
16 ANDRES SAENZ II, CASEY DUNN, DANIEL GOEN, HOWARD  
17 WEISERWEAVER, IAN GALLARDO, ROBERT WARD, TOM RODRIGUEZ,  
18 and MARTIN SVORINICH;
- 19 4. For property damage sustained to CITY property and/or vehicles; and  
20 5. For costs of suit and for such other and further relief as the court shall deem  
21 just and proper.

22  
23 DATED: November 13, 2025

ROSE, KLEIN & MARIAS LLP

24  
25 By:   
26 Amelia A. Steelhead  
27 Attorney for Plaintiff,  
28 CITY OF LOS ANGELES