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7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES

11 MATTHEW RADA, an individual,  
12 PLAINTIFF,  
13 v.  
14 HARDIN IRVINE AUTOMOTIVE, INC., a  
15 corporation; JUSTIN DWIGHT  
16 DIMAPASAC, an individual; and DOES 1-50,  
17 DEFENDANTS.

Case No.

BY FAX

COMPLAINT

1. NEGLIGENCE  
2. NEGLIGENCE (BASED ON CALIFORNIA VEHICLE CODE SECTIONS 21658(a); 21655.8 AND 22107)  
3. NEGLIGENT ENTRUSTMENT  
4. NEGLIGENT HIRING, TRAINING, SUPERVISION, AND RETENTION

DEMAND FOR JURY TRIAL

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20  
21 COMES NOW plaintiff MATTHEW RADA, an individual, for causes of action against  
22 defendants HARDIN IRVINE AUTOMOTIVE, INC., a corporation; JUSTIN DWIGHT  
23 DIMAPASAC, an individual (hereafter collectively referred to as "DEFENDANTS"); and DOES  
24 1-50 who complains and alleges as follows:

25 GENERAL ALLEGATIONS

26 1. On February 8, 2018, at approximately 5:45 p.m., PLAINTIFF was riding his  
27 motorcycle northbound on the 405 freeway within the HOV lane. On this same date and time,  
28 defendant JUSTIN DWIGHT DIMAPASAC was driving a Kia Optima owned by his employer,

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

MAR 09 2018

Sherri R. Carter, Executive Officer/Clerk of Court  
By: Judi Lara, Deputy

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COPY

1 defendant HARDIN IRVINE AUTOMOTIVE, INC. northbound on the 405 within the HOV lane.  
2 Suddenly and unexpectedly, defendant DIMAPASAC attempted to exit out of the HOV lane.  
3 Defendant DIMAPASAC's sudden and unexpected lane change was unsafe and illegal because (a)  
4 he failed to stay within the boundaries of the HOV lane until an exit from same could occur legally  
5 and with reasonable safety, (b) he crossed over the HOV lane's double parallel solid lines; and (c)  
6 the attempt to exit out of the HOV lane was done without the giving of any appropriate signal. In  
7 addition, defendant DIMAPASAC's illegal and unsafe turning maneuver could also have been the  
8 product of him illegally using his cellular telephone while driving his employer's vehicle. As a  
9 direct result of defendant DIMAPASAC's sudden, unexpected, and illegal lane change, defendant  
10 drove into PLAINTIFF's right-of-way and caused a collision between PLAINTIFF and defendant  
11 DIMAPASAC. As a result of this collision, PLAINTIFF was thrown from his motorcycle, into  
12 another vehicle, and onto the freeway, which resulted in serious injuries, damages, pain, suffering,  
13 and losses. All of the foregoing paragraphs shall be hereafter referred to as the "SUBJECT  
14 COLLISION."

15           2. Defendant JUSTIN DWIGHT DIMAPASAC was driving a 2015 blue Kia Optima  
16 bearing California license plate 7MFH288, which was owned by defendant HARDIN IRVINE  
17 AUTOMOTIVE, INC. (hereafter referred to as the "SUBJECT VEHICLE").

18           3. PLAINTIFF is informed and believes, and thereon alleges, that at all times herein  
19 relevant, defendants HARDIN IRVINE AUTOMOTIVE, INC. and DOES 1-50, inclusive, owned  
20 and/or controlled the SUBJECT VEHICLE driven by defendant JUSTIN DWIGHT  
21 DIMAPASAC that was involved in the SUBJECT COLLISION.

22           4. PLAINTIFF is further informed and believes, and thereon alleges, that at all times  
23 herein relevant, defendant JUSTIN DWIGHT DIMAPASAC was an employee and/or agent of  
24 defendants HARDIN IRVINE AUTOMOTIVE, INC. and DOES 1-50, inclusive, and was at all  
25 times herein relevant acting within the course and scope of his employment and/or agency for  
26 defendants HARDIN IRVINE AUTOMOTIVE, INC. and DOES 1-50, inclusive. PLAINTIFF is  
27 further informed and believes, and thereon alleges, that at all times herein relevant, defendant  
28 JUSTIN DWIGHT DIMAPASAC was driving the SUBJECT VEHICLE so that he could perform

1 the duties of his employment and/or agency with defendants HARDIN IRVINE AUTOMOTIVE,  
2 INC. and DOES 1-50, inclusive. PLAINTIFF is further informed and believes, and thereon  
3 alleges, that defendants HARDIN IRVINE AUTOMOTIVE, INC. and DOES 1-50, inclusive,  
4 authorized and gave permission to defendant JUSTIN DWIGHT DIMAPASAC to use the  
5 SUBJECT VEHICLE for the purposes that he saw fit during the course and scope of his  
6 employment and/or agency, including on the date and time of the SUBJECT COLLISION.

7 5. PLAINTIFF is further informed and believes, and thereon alleges, that defendants  
8 JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE AUTOMOTIVE, INC., and DOES 1  
9 through 50, inclusive, were agents, servants, employees, successors in interest, and/or joint  
10 venturers of their co-defendants, and were, as such, acting within the course, scope, and authority  
11 of said agency, employment and/or venture, and that each and every defendant, as aforesaid, when  
12 acting as a principal, was negligent in the selection of each and every other defendant as an agent,  
13 servant, employee, successor in interest, and/or joint venturer.

14  
15 **THE PARTIES**

16 6. Plaintiff MATTHEW RADA, at all times herein relevant, is a resident of Los  
17 Angeles County.

18 7. Defendant JUSTIN DWIGHT DIMAPASAC, at all times herein relevant, is a  
19 resident of Los Angeles County.

20 8. Defendant HARDIN IRVINE AUTOMOTIVE, INC., at all times herein relevant,  
21 is a California corporation, with its principle place of business and headquarters in California.

22 9. The true names and capacities, whether individual, plural, corporate, partnership,  
23 associate, or otherwise, of DOES 1 through 50, inclusive, are unknown to PLAINTIFF who  
24 therefore sues said defendants by such fictitious names. The full extent of the facts linking such  
25 fictitiously sued defendants is unknown to PLAINTIFF. PLAINTIFF is informed and believes,  
26 and thereupon alleges, that each of the defendants designated herein as a DOE was, and is,  
27 negligent, or in some other actionable manner, responsible for the events and happenings  
28 hereinafter referred to, and thereby negligently, or in some other actionable manner, legally and

1 proximately caused the hereinafter described injuries and damages to PLAINTIFF. PLAINTIFF  
2 will hereafter seek leave of the Court to amend this Complaint to show the defendants' true names  
3 and capacities after the same have been ascertained.

4  
5 **FIRST CAUSE OF ACTION**

6 **NEGLIGENCE**

7 **[As Against Defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE**  
8 **AUTOMOTIVE, INC., and DOES 1 Through 50, inclusive]**

9 10. PLAINTIFF re-alleges and incorporates herein by reference each and every  
10 allegation and statement contained in the prior paragraphs.

11 11. Defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE  
12 AUTOMOTIVE, INC., and DOES 1 through 50, inclusive, owed a duty of care to all reasonably  
13 foreseeable people, including PLAINTIFF, to drive, own, lease, manage, maintain, control, entrust  
14 and operate the SUBJECT VEHICLE in a reasonable manner.

15 12. Defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE  
16 AUTOMOTIVE, INC., and DOES 1 through 50, inclusive, breached their duty to drive, own,  
17 lease, manage, maintain, control, entrust and operate the SUBJECT VEHICLE in a reasonable  
18 manner. In particular, when defendant JUSTIN DWIGHT DIMAPASAC was driving the  
19 SUBJECT VEHICLE at the time of the SUBJECT COLLISION, he was required to operate the  
20 SUBJECT VEHICLE in a safe and lawful manner, without creating unreasonable risk and danger  
21 to others on the roadway, including PLAINTIFF. But JUSTIN DWIGHT DIMAPASAC failed in  
22 every respect to follow these duties when he made a sudden and unexpected illegal attempted lane  
23 change into PLAINTIFF's right-of-way, which caused the SUBJECT COLLISION. Defendant  
24 JUSTIN DWIGHT DIMAPASAC's illegal and unsafe conduct violated the rules of the road and  
25 the law. As a direct and foreseeable result of defendant JUSTIN DWIGHT DIMAPASAC's  
26 negligent conduct, he caused the SUBJECT COLLISION and PLAINTIFF's serious injuries,  
27 damages, pain, suffering, and losses.

28 13. Defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE



1 AUTOMOTIVE, INC., and DOES 1 through 50, inclusive, said careless, negligent, and unlawful  
2 conduct in regards to the driving, ownership, control, management, entrustment, maintenance,  
3 entrustment and operation of the SUBJECT VEHICLE was the direct, legal and proximate cause  
4 of both the SUBJECT COLLISION and PLAINTIFF's serious injuries, damages, pain, suffering,  
5 and losses.

6 14. As a direct, legal and proximate result of the careless, negligent, and unlawful  
7 conduct of defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE AUTOMOTIVE,  
8 INC., and DOES 1 through 50, inclusive, PLAINTIFF was compelled to, and did, and will in the  
9 future, employ the services of hospitals, doctors, physicians, surgeons, nurses, and the like, to care  
10 for and treat PLAINTIFF, and incurred, and will incur in the future, medical, professional, and  
11 incidental expenses, the exact amount of such losses to be stated according to proof.

12 15. As a direct, legal and proximate result of the careless, negligent, and unlawful  
13 conduct of defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE AUTOMOTIVE,  
14 INC., and DOES 1 through 50, inclusive, PLAINTIFF suffered property damage, the exact  
15 amount of such losses to be stated according to proof.

16 16. As a direct, legal and proximate result of the careless, negligent, and unlawful  
17 conduct of defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE AUTOMOTIVE,  
18 INC., and DOES 1 through 50, inclusive, PLAINTIFF suffered lost earnings and earning capacity,  
19 the exact amount of such losses to be stated according to proof.

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21 **SECOND CAUSE OF ACTION**

22 **NEGLIGENCE (CALIFORNIA VEHICLE CODE SECTION 21658(a); 21655.8 AND**  
23 **22107) [As against Defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE**  
24 **AUTOMOTIVE, INC., and DOES 1 through 50, inclusive]**

25 17. PLAINTIFF re-alleges and incorporates herein by reference each and every  
26 allegation and statement contained in the prior paragraphs.

27 18. Defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE  
28 AUTOMOTIVE, INC., and DOES 1 through 50, inclusive, owed a duty of care to all reasonably

1 foreseeable people, including PLAINTIFF, to drive, own, lease, manage, maintain, control, entrust  
2 and operate the SUBJECT VEHICLE in a reasonable manner.

3 19. California Vehicle Code section 21658(a) also detailed the duty of care owed to  
4 PLAINTIFF by defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE  
5 AUTOMOTIVE, INC., and DOES 1 through 50, inclusive. California Vehicle Code section  
6 21658(a) provides that "Whenever any roadway has been divided into two or more clearly marked  
7 lanes for traffic in one direction, the following rules apply: (a) A vehicle shall be driven as nearly  
8 as practical entirely within a single lane and shall not be moved from the lane until such  
9 movement can be made with reasonable safety."

10 20. California Vehicle Code section 21655.8 also detailed the duty of care owed to  
11 PLAINTIFF by defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE  
12 AUTOMOTIVE, INC., and DOES 1 through 50, inclusive. California Vehicle Code section  
13 21655.8 provides that "[e]xcept as required under subdivision (b), when exclusive or preferential  
14 use lanes for high-occupancy vehicles are established pursuant to Section 21655.5 and double  
15 parallel solid lines are in place to the right thereof, no person driving a vehicle may cross over  
16 these double lines to enter into or exit from the exclusive or preferential use lanes, and entrance or  
17 exit may be made only in areas designated for these purposes or where a single broken line is in  
18 place to the right of the exclusive or preferential use lanes."

19 21. In addition, California Vehicle Code section 22107 also detailed the duty of care  
20 owed to PLAINTIFF by defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE  
21 AUTOMOTIVE, INC., and DOES 1 through 50, inclusive. California Vehicle Code section  
22 22107 provides that "[n]o person shall turn a vehicle from a direct course or move right or left  
23 upon a roadway until such movement can be made with reasonable safety and then only after the  
24 giving of an appropriate signal in the manner provided in this chapter in the event any other  
25 vehicle may be affected by the movement."

26 22. Defendant JUSTIN DWIGHT DIMAPASAC violated all three of these California  
27 Vehicle Codes when he (a) he failed to stay within the boundaries of the HOV lane until an exit  
28 from same could occur legally and will reasonable safety [21658(a)], (b) he crossed over the HOV

1 lane's double parallel solid lines [21655.8]; and (c) the attempt to exit out of the HOV lane was  
2 done without the giving of an appropriate signal [22107].

3 23. The SUBJECT COLLISION was a direct and proximate result of defendant  
4 DIMAPASAC's violation of California Vehicle Code sections 21658(a), 21655.8(a), 22107, as  
5 was PLAINTIFF's serious injuries, damages, pain, suffering, and losses.

6 24. California Vehicle Code sections 21658(a), 21655.8(a), and 22107 were designed  
7 to prevent the exact type of unsafe and illegal lane change defendant DIMAPASAC made that  
8 resulted in the SUBJECT COLLISION. Sections 21658(a), 21655.8(a), and 22107 were also  
9 designed to prevent the exact type of collision-related injuries, damages, suffering, and losses that  
10 PLAINTIFF suffered as a direct and proximate result of defendant DIMAPASAC's violation of  
11 Sections 21658(a), 21655.8(a), and 22107.

12 25. PLAINTIFF was one of the class of persons that California Vehicle Code sections  
13 21658(a), 21655.8(a), and 22107 were intended to protect.

14 26. Defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE  
15 AUTOMOTIVE, INC., and DOES 1 through 50, inclusive, said careless, negligent, and unlawful  
16 conduct in regards to the driving, ownership, control, management, entrustment, maintenance,  
17 entrustment and operation of the SUBJECT VEHICLE, as well as defendant JUSTIN DWIGHT  
18 DIMAPASAC's violation of California Vehicle Code sections 21658(a), 21655.8(a), and 22107,  
19 were the direct, legal and proximate cause of the SUBJECT COLLISION and PLAINTIFF's  
20 significant injuries, damages, pain, suffering, and losses.

21 27. As a direct, legal and proximate result of the careless, negligent, and unlawful  
22 conduct of defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE AUTOMOTIVE,  
23 INC., and DOES 1 through 50, inclusive, including defendant JUSTIN DWIGHT DIMAPASAC's  
24 violations of sections 21658(a), 21655.8(a), and 22107, PLAINTIFF was compelled to, and did,  
25 and will in the future, employ the services of hospitals, doctors, physicians, surgeons, nurses, and  
26 the like, to care for and treat PLAINTIFF, and incurred, and will incur in the future, medical,  
27 professional, and incidental expenses, the exact amount of such losses to be stated according to  
28 proof.

1           28.     As a direct, legal and proximate result of the careless, negligent, and unlawful  
2 conduct of defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE AUTOMOTIVE,  
3 INC., and DOES 1 through 50, inclusive, including defendant JUSTIN DWIGHT DIMAPASAC's  
4 violations of sections 21658(a), 21655.8(a), and 22107, PLAINTIFF suffered property damage,  
5 the exact amount of such losses to be stated according to proof.

6           29.     As a direct, legal and proximate result of the careless, negligent, and unlawful  
7 conduct of defendants JUSTIN DWIGHT DIMAPASAC, HARDIN IRVINE AUTOMOTIVE,  
8 INC., and DOES 1 through 50, inclusive, including defendant JUSTIN DWIGHT DIMAPASAC's  
9 violations of sections 21658(a), 21655.8(a), and 22107, PLAINTIFF suffered lost earnings and  
10 earning capacity, the exact amount of such losses to be stated according to proof.

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**THIRD CAUSE OF ACTION**

**NEGLIGENT ENTRUSTMENT**

**(against Defendant HARDIN IRVINE AUTOMOTIVE, INC. and DOES 1 Through 50,  
Inclusive)**

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16           30.     PLAINTIFF re-alleges and incorporates herein by reference each and every  
17 allegation and statement contained in the prior paragraphs.

18           31.     As described above, defendant JUSTIN DWIGHT DIMAPASAC was negligent in  
19 operating the SUBJECT VEHICLE, which caused the SUBJECT COLLISION.

20           32.     Defendants HARDIN IRVINE AUTOMOTIVE, INC., and DOES 1 through 50,  
21 inclusive, owned the SUBJECT VEHICLE on the date of the SUBJECT COLLISION and gave  
22 defendant JUSTIN DWIGHT DIMAPASAC permission to possess and operate the SUBJECT  
23 VEHICLE on the date of the SUBJECT COLLISION.

24           33.     PLAINTIFF is informed and believes and, upon such information and belief, allege  
25 that defendants HARDIN IRVINE AUTOMOTIVE, INC., and DOES 1 through 50, inclusive,  
26 knew, or should have known, that defendant JUSTIN DWIGHT DIMAPASAC was incompetent  
27 or unfit to drive the SUBJECT VEHICLE. In particular, defendants HARDIN IRVINE  
28 AUTOMOTIVE, INC. knew or should have known that defendant JUSTIN DWIGHT



1 DIMAPASAC's incompetence included, without limitation, his inability to safely and lawfully  
2 drive vehicles, including the SUBJECT VEHICLE, safely and lawfully turn from lanes of travel  
3 into other lanes and safely and lawfully comply with applicable California Vehicle Codes.

4 34. Defendants HARDIN IRVINE AUTOMOTIVE, INC. and DOES 1 through 50,  
5 inclusive, permitted defendant JUSTIN DWIGHT DIMAPASAC to drive the SUBJECT  
6 VEHICLE on the date of the SUBJECT COLLISION.

7 35. Defendant JUSTIN DWIGHT DIMAPASAC's incompetence and unfitness to drive  
8 was a substantial factor in causing the SUBJECT COLLISION as well as PLAINTIFF's significant  
9 injuries, damages, pain, suffering, and losses.

10 36. Defendants HARDIN IRVINE AUTOMOTIVE, INC., JUSTIN DWIGHT  
11 DIMAPASAC, and DOES 1 through 50, inclusive, said careless, negligent, and unlawful conduct  
12 in regards to the driving, ownership, control, management, entrustment, maintenance and  
13 operation of the SUBJECT VEHICLE, as well as defendant JUSTIN DWIGHT DIMAPASAC's  
14 violation of California Vehicle Code sections 21658(a), 21655.8(a), and 22107, were the direct,  
15 legal and proximate cause of PLAINTIFF's significant injuries, damages, pain, suffering, and  
16 losses.

17 37. As a direct, legal and proximate result of the careless, negligent, and unlawful  
18 conduct of defendants HARDIN IRVINE AUTOMOTIVE, INC., JUSTIN DWIGHT  
19 DIMAPASAC, and DOES 1 through 50, inclusive, PLAINTIFF was compelled to, and did, and  
20 will in the future, employ the services of hospitals, doctors, physicians, surgeons, nurses, and the  
21 like, to care for and treat PLAINTIFF, and incurred, and will incur in the future, medical,  
22 professional, and incidental expenses, the exact amount of such losses to be stated according to  
23 proof.

24 38. As a direct, legal and proximate result of the careless, negligent, and unlawful  
25 conduct of defendants HARDIN IRVINE AUTOMOTIVE, INC., JUSTIN DWIGHT  
26 DIMAPASAC, and DOES 1 through 50, inclusive, PLAINTIFF suffered property damage, the  
27 exact amount of such losses to be stated according to proof.

28 39. As a direct, legal and proximate result of the careless, negligent, and unlawful

1 conduct of defendants HARDIN IRVINE AUTOMOTIVE, INC., JUSTIN DWIGHT  
2 DIMAPASAC, and DOES 1 through 50, inclusive, PLAINTIFF suffered lost earnings and earning  
3 capacity, the exact amount of such losses to be stated according to proof.

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5 **FOURTH CAUSE OF ACTION**

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

7 **(against Defendants HARDIN IRVINE AUTOMOTIVE, INC. and DOES 1 Through 50,**  
8 **Inclusive)**

9 40. PLAINTIFF re-alleges and incorporates herein by reference each and every  
10 allegation and statement contained in the prior paragraphs.

11 41. PLAINTIFF is informed and believes and, upon such information and belief, allege  
12 that defendant JUSTIN DWIGHT DIMAPASAC was unfit and incompetent to perform the work  
13 for which he was hired. In particular, his unfitness and incompetence included, without limitation,  
14 his inability to safely and lawfully drive vehicles, including the SUBJECT VEHICLE, safely and  
15 lawfully turn from one lane to another in the SUBJECT VEHICLE without colliding with other  
16 vehicles, including PLAINTIFF's, and safely and lawfully comply with applicable California  
17 Vehicle Codes.

18 42. PLAINTIFF is informed and believes and, upon such information and belief, allege  
19 that defendants HARDIN IRVINE AUTOMOTIVE, INC. and DOES 1 through 50, inclusive,  
20 knew or should have known prior to hiring defendant JUSTIN DWIGHT DIMAPASAC, and  
21 during his employment and/or agency that defendant JUSTIN DWIGHT DIMAPASAC was unfit  
22 and incompetent to operate the SUBJECT VEHICLE, and that this unfitness and incompetence  
23 created a particular risk to others, including PLAINTIFF. In particular, defendants HARDIN  
24 IRVINE AUTOMOTIVE, INC. and DOES 1 through 50, inclusive, knew or should have known  
25 of defendant JUSTIN DWIGHT DIMAPASAC's inability to safely and lawfully drive vehicles,  
26 including the SUBJECT VEHICLE, safely and lawfully turn from one lane to another in the  
27 SUBJECT VEHICLE without colliding with other vehicles, including PLAINTIFF's, and safely  
28 and lawfully comply with applicable California Vehicle Codes.

1 43. Defendant JUSTIN DWIGHT DIMAPASAC's unfitnes and incompetence was a  
2 substantial factor in causing the SUBJECT COLLISION and PLAINTIFF's injuries, damages,  
3 pain, suffering, and losses.

4 44. The negligence of defendants HARDIN IRVINE AUTOMOTIVE, INC. and DOES  
5 1 through 50, inclusive, in its hiring, training, supervision, and retention of defendant JUSTIN  
6 DWIGHT DIMAPASAC was a substantial factor in causing the SUBJECT COLLISION and  
7 PLAINTIFF's significant injuries, damages, pain, suffering, and losses.

8 45. As a direct, legal and proximate result of the careless, negligent, and unlawful  
9 conduct of defendants DOES 1 through 50, inclusive, PLAINTIFF was compelled to, and did, and  
10 will in the future, employ the services of hospitals, doctors, physicians, surgeons, nurses, and the  
11 like, to care for and treat PLAINTIFF, and incurred, and will incur in the future, medical,  
12 professional, and incidental expenses, the exact amount of such losses to be stated according to  
13 proof.

14 46. As a direct, legal and proximate result of the careless, negligent, and unlawful  
15 conduct of defendants DOES 1 through 50, inclusive, PLAINTIFF suffered property damage, the  
16 exact amount of such losses to be stated according to proof.

17 47. As a direct, legal and proximate result of the careless, negligent, and unlawful  
18 conduct of defendants DOES 1 through 50, inclusive, PLAINTIFF suffered lost earnings and  
19 earning capacity, the exact amount of such losses to be stated according to proof.

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**PRAYER FOR RELIEF**

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Plaintiff MATTHEW RADA prays judgment against defendants HARDIN IRVINE  
AUTOMOTIVE, INC., JUSTIN DWIGHT DIMAPASAC; and DOES 1-50, inclusive, and each of  
them, as follows:

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1. For non-economic damages, including, past and future physical pain and mental  
suffering, loss of enjoyment of life, disfigurement, physical impairment, inconvenience, grief,  
anxiety, humiliation, and emotional distress, in an amount in excess of the jurisdictional minimum,  
according to proof;

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- 2. For economic damages related to loss of earnings and loss of earning capacity, according to proof;
- 3. For past and future hospital, medical, professional and incidental expenses, according to proof;
- 4. For property damage, according to proof;
- 5. For prejudgment interest, according to proof;
- 6. For pre-trial interest, according to proof; and
- 7. For such other and further relief as this Court may deem just and proper.

DATED: March 9, 2018 PANISH SHEA & BOYLE LLP



By: \_\_\_\_\_  
Andrew Owen  
Attorneys for Plaintiff

**DEMAND FOR JURY TRIAL**

Plaintiff MATTHEW RADA hereby demands a trial by jury as to all causes of action.

DATED: March 9, 2018 PANISH SHEA & BOYLE LLP



By: \_\_\_\_\_  
Andrew Owen  
Attorneys for Plaintiff