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Attorneys for Plaintiffs

8 UNITED STATES DISTRICT COURT
 9 EASTERN DISTRICT OF CALIFORNIA

11 JENNIFER URPS, an individual,
 12 JAMES URPS, an individual, and
 JOSHUA URPS, an individual

Plaintiffs,

v.

15 JOHN CURTIS SKAGGS, an individual,
 16 RIVERSIDE TRANSPORT INC., a
 Delaware corporation; PENSKE TRUCK
 17 LEASING CORPORATION, a Delaware
 corporation; and DOBS 1 through 15,
 18 inclusive,

Defendants.

Case No.: 2:16-CV-02185-VGC
 THE HONORABLE VINCE G. CHHABRIA

STIPULATION AND ~~PROPOSED~~
 ORDER FOR AN ORDER GRANTING
 LEAVE TO PLAINTIFF TO FILE FIRST
 AMENDED COMPLAINT

Case Removed: September 14, 2016

20 WHEREAS, Plaintiff seeks a court order for leave to amend their complaint to add a new
 21 party, namely, TRANSCO LINES, INC., as a defendant;

22 WHEREAS, Plaintiffs and Defendant stipulate to Plaintiff filing of the First Amended
 23 Complaint, which is attached hereto as Exhibit A; and,

24 WHEREAS, the parties agree that Defendant preserve all rights to file a responsive
 25 pleading to Plaintiff's First Amended Complaint, including cross-claims for indemnification,
 26 contribution, and declaratory relief against TRANSCO LINE, INC.

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1 WHEREAS, the parties stipulate and agree that the amendment of the operative complaint
2 does not require the filing of a new responsive pleading by defendant Riverside. Accordingly, the
3 parties stipulate and agree that the answer filed by Riverside to the initial complaint shall be
4 effective to the First Amended Complaint and a new answer need not be filed by Riverside


5 NOW THEREFORE, Plaintiff and Defendant, by and through their respective attorneys of
6 record, jointly request that the Court issue an order granting Plaintiff leave to file a First
7 Amended Complaint.

8 IT IS SO STIPULATED.

9 Dated: 11.30.16, 2016 ERIC RATINOFF LAW CORP.

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11 By: 
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15 Dated: 11.30.2016, 2016 SELMAN BREITMAN, LLP

16
17 By: 
18 BRADFORD G. HUGHES
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20 11766 Wilshire Blvd., Sixth Floor
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Attorneys for Defendant

23 IT IS SO ORDERED.

24 Dated: December 6, 2016


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28 UNITED STATES DISTRICT JUDGE

EXHIBIT A

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8 Attorneys for Plaintiffs
9 JENNIFER URPS, JAMES UPRS
10 and JOSHUA URPS

11 UNITED STATES DISTRICT COURT
12 EASTERN DISTRICT OF CALIFORNIA

13 JENNIFER URPS, JAMES URPS, and
14 JOSHUA URPS,

15 Plaintiffs,

16 v.

17 JOHN CURTIS SKAGGS, RIVERSIDE
18 TRANSPORT INC., PENSKE TRUCK
19 LEASING CORPORATION; and DOES
20 1 through 15, inclusive,

21 Defendants.

Case No.: 2:16-cv-02185-VGC
THE HONORABLE VINCE G. CHHABRIA

FIRST AMENDED COMPLAINT AND
DEMAND FOR JURY TRIAL

Case Removed: September 14, 2016

22 Plaintiffs, JENNIFER URPS, JAMES URPS, AND JOSHUA URPS, complain of
23 Defendants, JOHN CURTIS SKAGGS; RIVERSIDE TRANSPORT INC.; PENSKE TRUCK
24 LEASING CORPORATION; DOE1 1, TRANSCO LINES, INC. and DOES 2 through 15, and
25 each of them, and as for a First Cause of Action, allege as follows:

26 FIRST CAUSE OF ACTION

27 (Personal Injury)

28 1. The true names and capacities, whether individual, corporate, associate or
otherwise, of the Defendants, DOE 1, TRANSCO LINES, INC. and DOES 2 through 15,
inclusive, are unknown to Plaintiffs, who therefore sue such Defendants by such fictitious names,
and Plaintiffs will amend this complaint to show their true names and capacities when the same
have been ascertained. Plaintiffs are informed and believe, and thereon allege that each of the

1 Defendants, DOES 1 through 15, inclusive, are responsible under law in some manner,
2 negligently, in warranty, strictly, or otherwise, for the events and happenings herein referred to
3 and proximately thereby caused injuries and damages to Plaintiffs as herein alleged.

4 2. Plaintiffs are now, and at all times herein mentioned were, citizens of and residents
5 within the County of Sacramento, State of California. The amount in controversy exceeds the
6 jurisdictional minimum of the Court.

7 3. Defendants, and each of them, are now, and at all times herein mentioned were,
8 citizens of and residents within the State of California, County of Sacramento or doing business
9 in the State of California, County of Sacramento or public entities in the State of California,
10 County of Sacramento and the amount in controversy exceeds the minimum jurisdictional limits
11 of the Court.

12 4. At all times herein mentioned, each of the Defendants was the agent, employee,
13 principal, or employer of each of the remaining Defendants and was at all times relevant acting
14 within the course and scope of said relationships and each Defendant has authorized, ratified and
15 approved the acts of each of the remaining Defendants.

16 5. Plaintiffs are informed and believe and thereon allege that, at all times herein
17 mentioned, Defendants, PENSKE TRUCK LEASING CORPORATION; RIVERSIDE
18 TRANSPORT INC.; DOE 1, TRANSCO LINES, INC. and DOES 2 through 5, and each of them,
19 were the owners of a 2015 Freight Truck motor vehicle, license plate number 2225748, with an
20 attached Trailer, plate number 2250318, referred to in this complaint as Defendants' motor
21 vehicle.

22 6. Defendants, PENSKE TRUCK LEASING CORPORATION; RIVERSIDE
23 TRANSPORT INC., DOE 1, TRANSCO LINES, INC. and DOES 2 through 5, and each of them,
24 also negligently hired, trained, and or supervised Defendants JOHN CURTIS SKAGGS; and
25 DOES 6-10 in such a fashion as to cause and/or contribute to the occurrence of the incident
26 described herein.

27 7. Plaintiffs are informed and believe and therefore allege that, at all times herein
28 mentioned, JOHN CURTIS SKAGGS; and DOES 6 through 10, and each of them, were driving

1 the aforementioned motor vehicle with the knowledge, consent and permission of Defendants,
2 RIVERSIDE TRANSPORT INC.; PENSKE TRUCK LEASING CORPORATION; DOE 1,
3 TRANSCO LINES, INC. and DOES 2 through 5, and each of them.

4 8. That on June 21, 2015, the Defendants, and each of them, so negligently entrusted,
5 managed, maintained, drove, operated, repaired, manufactured, and designed said automobile in a
6 dangerous and negligent manner along and upon westbound I10 at MP 89 by failing to stop for
7 traffic, and colliding with the rear end of the vehicle which Plaintiff, JENNIFER URPS, was
8 driving and Plaintiff, JOSHUA URPS was riding as a passenger, so as to proximately thereby
9 cause the hereinafter described injuries and damages to Plaintiffs.

10 9. As a proximate result of the negligence of Defendants, and each of them,
11 Plaintiffs, JENNIFER URPS and JOSHUA URPS were hurt and injured in their health, strength
12 and activity, sustaining injury to their bodies and shock and injury to their nervous systems and
13 persons, all of which said injuries caused and continue to cause Plaintiffs great mental, physical,
14 and nervous pain and suffering. Plaintiffs, JENNIFER URPS and JOSHUA URPS, are informed
15 and believe, and thereon allege, that said injuries will result in some permanent disabilities to the
16 Plaintiffs, all to their general damage in a sum in excess of the minimum jurisdictional limits of
17 the Court, and that they are entitled to prejudgment interest on that amount when determined,
18 from the date of Plaintiffs' CCP 998 Offers to Compromise.

19 10. As a further proximate result of the said negligence of Defendants, and each of
20 them, Plaintiffs, JENNIFER URPS and JOSHUA URPS, were prevented from attending to their
21 usual occupations, and will be prevented from doing so in the future and will prevent (or suffer
22 limitation to their future caring capacity) from all to Plaintiffs' further damage in an amount
23 unknown at this time, and Plaintiffs will ask leave to amend this complaint to show the exact
24 amount when determined. Further, Plaintiffs are entitled to prejudgment interest on said amounts
25 when determined from the date of Plaintiffs' CCP 998 Offers to Compromise.

26 11. That as a further proximate result of the said negligence of Defendants, and each
27 of them, Plaintiffs, JENNIFER URPS and JOSHUA URPS, were required to employ, and will be
28 required in the future to employ, physicians and surgeons to examine, treat and care for them and

1 did incur, and will in the future incur, medical and incidental expenses. The exact amount of such
2 expense is unknown to Plaintiffs at this time, and Plaintiffs will ask leave to amend this pleading
3 to set forth the exact amount thereof when the same is ascertained, and any and all prejudgment
4 interest from the date of said injuries.

5 Plaintiffs, JENNIFER URPS, JAMES URPS, AND JOSHUA URPS, complain of
6 Defendants, JOHN CURTIS SKAGGS; RIVERSIDE TRANSPORT INC.; PENSKE TRUCK
7 LEASING CORPORATION; DOE 1, TRANSCO LINES, INC. and DOES 2 through 15, and
8 each of them, and as for a Second Cause of Action, alleges as follows:

9 SECOND CAUSE OF ACTION

10 (Loss of Consortium)

11 12. Plaintiffs reallege and reaffirm each and every paragraph and allegation above as if
12 fully rewritten herein.

13 13. At all times herein mentioned, JENNIFER URPS and JAMES URPS are married
14 and are husband and wife.

15 14. As a proximate result of the negligence of defendants, and each of them, and of
16 JENNIFER URPS' resulting injuries, JAMES URPS has been deprived of the services of his wife
17 by reason of her inability to carry on her usual duties and loss of consortium. Plaintiff, JAMES
18 URPS, is informed and believes, and thereon alleges, that the said injuries to his wife are of a
19 permanent nature, and that he will be deprived of her services, love, affection, comfort, care and
20 society for a long period in the future, all to his general damage in an amount in excess of the
21 minimum jurisdictional limits of this Court, together with prejudgment interest thereon from the
22 date of the incident herein.

23 WHEREFORE, Plaintiffs pray for judgment against the Defendants, and each of them,
24 for:

- 25 1. General damages in a sum in excess of the minimum jurisdictional limits of the
26 Court;
27 2. All medical and incidental expenses according to proof;
28 3. All future medical and incidental expenses according to proof;

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- 4. All loss of earnings according to proof;
- 5. All prejudgment interest on general and special damages from the date of Plaintiff's Code of Civil Procedure §998 offer to compromise;
- 6. All costs of suit;
- 7. Such other and further relief as this Court may deem just and proper.

DATED: November __, 2016

ERIC RATINOFF LAW CORP.

By: _____
 MARLA C. STRAIN
 Attorneys for Plaintiffs
 JENNIFER URPS, JOSHUA URPS,
 and JAMES URPS

DEMAND FOR JURY TRIAL

PLEASE TAKE NOTICE THAT, Plaintiffs JENNIFER URPS, JAMES URPS and JOSHUA URPS demands a trial by jury in the above entitled matter.

DATED: November __, 2016

ERIC RATINOFF LAW CORP.

By: _____
 MARLA C. STRAIN
 Attorneys for Plaintiffs
 JENNIFER URPS, JOSHUA URPS,
 and JAMES URPS

