

CIVIL COVER SHEET

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County, Nevada

XX

Case No. (Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone):

Salima Hassanali

Attorney (name/address/phone):

Bryan W. Lewis, Lewis & Associates
500 S. Rancho Dr, Ste 7, Las Vegas, NV 89106

Defendant(s) (name/address/phone):

Valley Camper Sales of Escondido, CA; Custom
Fiberglass Alpha Snugtop of Long Beach, CA

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)

Arbitration Requested

Civil Cases

Grid containing categories: Real Property, Torts, Probate, and Other Civil Filing Types with various sub-options and checkboxes.

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

- Checkboxes for NRS Chapters 78-88, Investments (NRS 104 Art. 8), Enhanced Case Mgmt/Business, Commodities (NRS 90), Deceptive Trade Practices (NRS 598), Other Business Court Matters, Securities (NRS 90), Trademarks (NRS 600A).

3/11/10 Date

Signature of initiating party or representative

CLERK OF THE COURT

1 **COMP**
2 BRYAN W. LEWIS, ESQ.
3 Nevada Bar Number 3651
4 HENRY H. RAWLINGS, JR., ESQ
5 Nevada Bar Number 1413
6 LEWIS & ASSOCIATES, LLC
7 500 South Rancho Drive, Suite 7
8 Las Vegas, Nevada 89106
9 Tel: (702) 870-5571
10 Fax: (702) 870-8978
11 Attorneys for Plaintiff

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 * * * * *

11 **SALIMA HASSANALI,**
12 **Plaintiff,**

CASE NO.: A-10-611774-C

DEPT. NO.: XX

13 vs.

14 **VALLEY CAMPER SALES OF ESCONDIDO,**
15 **CALIFORNIA; CUSTOM FIBERGLASS d/b/a**
16 **SNUGTOP OF LONG BEACH, CALIFORNIA;**
17 **DOES I through XX, inclusive, and ROE**
18 **Business Entities I through XX,**

19 **Defendants.**

20 **COMPLAINT**

21 COMES NOW, Plaintiff SALIMA HASSANALI, by and through her attorneys, Bryan
22 W. Lewis, Esq. and Henry H. Rawlings, Jr., Esq. of LEWIS & ASSOCIATES, LLC, and for
23 causes of action, complains and alleges as follows:

24 **GENERAL ALLEGATIONS**

25 1. Plaintiff SALIMA HASSANALI, (hereinafter referred to as "HASSANALI") is
26 over 21 years of age and a resident of the State of California.

27 2. That at all times herein mentioned, Defendant VALLEY CAMPER SALES OF
28 ESCONDIDO, CALIFORNIA (hereinafter referred to as "VALLEY" was a corporation with its
principal place of business in California.

LEWIS AND ASSOCIATES, LLC

Attorneys at Law

500 SOUTH RANCHO DRIVE, SUITE 7
LAS VEGAS, NEVADA 89106
(702) 870-5571 FAX (702) 870-8978

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3. That at all times mentioned, Defendant CUSTOM FIBERGLASS d/b/a SNUG TOP OF LONG BEACH, CALIFORNIA (hereinafter referred to as "SNUG TOP") was a corporation with its principal place of business in that state. That in the regular and ordinary course of business, Defendant SNUG TOP entered, and still enters, goods into the stream of commerce, and that Defendant SNUG TOP knew or should have known, that such goods, and particularly the certain Tonneau Cover referred to hereinafter, would or could foreseeably be sold to consumers for use in the County of Clark, State of Nevada.

4. That the true names and capacities of the Defendants DOES I through XX, inclusive, and ROE Business Entities I through XX, inclusive, are unknown to Plaintiff, who therefore sues said Defendants by said fictitious names. Defendants designated as ROE Business Entities I through X, inclusive are foreign or domestic owners, distributors, installers, servicers, maintainers, designers and/or manufacturers of the defective goods or components complained of herein. Defendants designated as ROE Business entities I through XX, inclusive, are foreign or domestic maintainers, servicers, suppliers, distributors and/or retailers of the defective goods or components complained of herein and/or are agents otherwise within the stream of commerce as related to the present matter. Defendants designated as DOES I through XX are agents, employees and/or assigns of Defendants ROE Business Entities, and/or SNUG TOP, VALLEY CAMPER SALES OF ESCONDIDO, CALIFORNIA. Plaintiff is informed and believes and thereon alleges that each of the Defendants designated as a DOE or ROE Business Entities were negligent, strictly liable or otherwise responsible for the events and happenings referred to and caused damages to the Plaintiff as herein alleged. Plaintiff will ask leave of the Court to amend his Complaint to insert the true names of such Defendants when the same have been ascertained.

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FIRST CAUSE OF ACTION

STRICT LIABILITY

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3 5. That as a manufacturer and/or distributor of components, and in particular
4 Tonneau Covers, Defendants VALLEY and SNUG TOP, and ROE Business Entities I through
5 XX, and each of them, had a duty to warranty, maintain, warn, distribute, and/or design and/or
6 manufacture safe and defect-free products and components, as well as place proper warnings of
7 foreseeable dangers of the product to be used by individuals and companies within the stream of
8 commerce and particular, by Plaintiff SALIMA HASSANALI and are strictly liable herein for
9 damages in excess of TEN THOUSAND DOLLARS (\$10,000.00).
10

11 6. That Defendants VALLEY, SNUG TOP and/or ROE Business Entities I through
12 XX, and each of them, negligently carelessly and recklessly breached said duty in the course of
13 warranty, maintain, warning, designing and/or manufacturing said Tonneau cover by, but not
14 limited to, by utilizing an unsafe and unstable latching/locking mechanism making the above
15 mentioned cover unreasonably dangerous for its intended and foreseeable uses and failing to
16 properly warn of the dangers foreseeably resulting from the intended use of the product and are
17 strictly liable herein for damages in excess of TEN THOUSAND DOLLARS (\$10,000.00).
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19 7. That prior to May 21, 2008, Defendants VALLEY, SNUG TOP and ROE
20 Business Entities I through XX, and each of them, negligently, carelessly and recklessly failed
21 and omitted to perform a reasonable inspection of said covers, and negligently, carelessly and
22 recklessly continued to maintain, warn, distribute and supply the same. Defendants VALLEY,
23 SNUG TOP and ROE Business Entities I through XX, and each of them, knew, or should have
24 known, that such products were unsafe and defective for intended and foreseeable uses and
25 constituted a foreseeable risk to individuals within the stream of commerce, and in particular to
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1 Plaintiff HASSANALI and are strictly liable herein for damages in excess of TEN THOUSAND
2 DOLLARS (\$10,000.00).

3 8. On May 21, 2008, Petitioner HASSANALI was injured in the parking lot of
4 Valley Hospital Building 700 (Valley Hospital; 620 Shadow Lane, Las Vegas, NV 89106) at
5 around 8:00 a.m. when the Tonneau cover blew off Michael Bautista's 2000 Toyota Tundra
6 pickup truck and struck her as she attempted to exit her car. Plaintiff HASSANALI suffered
7 partial hemiparesis on the right side with neurological deficits bilaterally. She has undergone
8 spinal cord surgery with multiple anterior fusions in the cervical region of the neck and has
9 permanent injuries.

10
11 9. Plaintiff HASSANALI, at the time, was a second year Physician Resident of
12 Valley Hospital. She is permanently disabled, limited in activities of daily living and will
13 continue to suffer loss past and future medical expense, loss income and need household
14 services.

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16 10. The Tonneau cover in question was manufactured by Custom Fiberglass d/b/a
17 Snug top of Long Beach, California. The cover was installed by Defendant VALLEY.

18
19 11. Michael Bautista, a Nevada resident, purchased the vehicle used from Perry Ford
20 Mercury in San Luis Obispo, California on or about April 28, 2002.

21
22 12. Jeffrey Mitchell of California was the only former owner of the pickup truck in
23 question from February 1999 to November 14, 2001 and made no changes to the cover or used it
24 for any unintended purpose.

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26 13. Michael Bautista only made foreseeable use as intended of the cover and never
27 made any changes or alterations from the original Tonneau cover during the time he owned the
28 truck.

1 14. Michael Bautista paid his insurance limits of \$50,000 to Plaintiff HASSANALI to
2 resolve his financial responsibility and the Court has approved it as a good faith settlement in
3 District Court Case No. A-09-592672-C.

4 15. As a direct and proximate result of the aforesaid negligence, carelessness and
5 recklessness and breach of duty of due care and warranty of Defendants, and the Plaintiff
6 HASSANALI was injured in her health, strength and activity, sustained injury to her body and
7 shock and injury to her nervous system and person, all of which have caused and will continue to
8 cause Plaintiff physical, mental and nervous pain and suffering including but not limited to loss
9 of past and future income, lost earning capacity, medical care and treatment and household
10 services, all in excess of ten thousand dollars (\$10,000.00).

11 16. That as a result of the aforesaid strict liability, negligence, carelessness,
12 recklessness and breach of duty of due care of Defendants, and each of them, Plaintiff
13 HASSANALI has incurred and continues to incur past and future medical expenses, loss of
14 wages, and earning capacity all to Plaintiff's general damages in excess of TEN THOUSAND
15 DOLLARS (\$10,000).

16 17. That Defendants VALLEY, SNUG TOP and/or ROE Business Entities I through
17 XX and DOES I through XX are strictly liable both jointly and severally and/or vicariously liable
18 for the injuries and damages complained of herein.

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22 **SECOND CAUSE OF ACTION**

23 **PUNITIVE DAMAGES**

24 18. Plaintiff incorporates by reference as though fully set forth herein, all the
25 allegations of Paragraphs 1 through 17 of the complaint.

26 19. Defendant SNUG TOP, after the sale, install, warranty, of the cover in question
27 changed hardware, attaching cover to pickup trucks, upon information and belief.
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20. Defendants SNUG TOP and VALLEY failed to recall, or notify consumers that wind could blow the cover from the vehicle installed upon.

21. Defendants SNUG TOP and VALLEY'S actions were malicious, fraudulent and oppressive to consumers and public safety and warrant exemplary damages in excess of \$10,000.

22. Defendants SNUG TOP and VALLEY had specialized skill, knowledge and training of such product as the Tonneau cover in question not known to the general public and also failed to warn, recall, inspect, adjust said covers in a malicious, fraudulent or oppressive manner with callous disregard for the safety or consumers including plaintiff herein subjecting them to known serious life threatening personal injuries, which warrant exemplary damages in excess of \$10,000.

WHEREFORE, Plaintiff prays for judgment against the Defendants as follows:

1. For general, special and exemplary damages and losses in an amount in excess of TEN THOUSAND DOLLARS (\$10,000);

2. For special damages in an amount in excess of TEN THOUSAND DOLLARS (\$10,000);

3. For loss of wages, earning capacity and household services for activities of daily living in an amount in excess of TEN THOUSAND DOLLARS (\$10,000);

4. For punitive/exemplary damages in excess of TEN THOUSAND DOLLARS (\$10,000); and

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1 5. For such other and further relief as the Court may deem just and proper.

2 DATED this 9th day of March, 2010.

3 **LEWIS & ASSOCIATES, LLC**

4
5 BY



6 **BRYAN W. LEWIS, ESQ.**
7 Nevada Bar Number 3651
8 500 South Rancho Drive, Suite 7
9 Las Vegas, Nevada 89106
10 Attorneys for Plaintiff

LEWIS AND ASSOCIATES, LLC

Attorneys at Law

500 SOUTH RANCHO DRIVE, SUITE 7
LAS VEGAS, NEVADA 89106
(702) 870-5571 FAX (702) 870-8978

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