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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

DUSTIN JOSEPH GOFF, individually and as successor in interest to James Fred Goff, deceased; JAMES MICHAEL GOFF; GENEVIEVE MARIE GOFF; KATIE LYNN BALCH; ESTEBAN VELAZQUEZ II, individually and as successor in interest to Esteban Velázquez López, deceased; DAN BOUCHARD; JASON COLLINS; DARREN WEBSTER; and LISA WEBSTER

Plaintiffs,

v.

PROMOTE MEXICO, LLC d/b/a SCORE MARKETING and formerly d/b/a SCORE INTERNATIONAL; SCORE INTERNATIONAL, S. DE R.L. DE C.V.; ROGER NORMAN, individually and d/b/a NORMAN MOTORSPORTS; BUEHLER MOTORSPORTS, LLC; FUN BOY, LLC; RUSSELL DEAN BUEHLER; THOMAS JAY FLORES; MICHELIN NORTH AMERICA, INC. d/b/a BFGOODRICH TIRES; RUGGED RACE PRODUCTS, INC. d/b/a RUGGED RADIOS; DS MEDIA, LLC; CLARIOS, LLC d/b/a OPTIMA BATTERIES; VP RACING FUELS, INC.; POLARIS, INC.; KING SHOCK TECHNOLOGY, INC.; FORD MOTOR COMPANY; KATANA RACING, INC. d/b/a WHOLESALE TIRE DISTRIBUTORS;

CASE NO. 26PSCV03701

**COMPLAINT FOR DAMAGES**

1. Negligence
2. Negligent Entrustment — Direct
3. Negligent Entrustment — Entrustment by an Agent
4. Negligent Failure to Secure a Dangerous Instrumentality
5. Vicarious Liability — Respondeat Superior and Non-Delegable Duty
6. Negligent Hiring, Retention, Training, and Supervision
7. Negligence and Negligent Undertaking
8. Wrongful Death (CCP § 377.60)
9. Survival Action (CCP § 377.30)
10. Loss of Consortium

**DEMAND FOR JURY TRIAL**

AMERICAN WHEEL GROUP, OCK OFF-ROAD WHEELS; CUSTOM WHEEL HOUSE, LLC d/b/a METHOD RACE WHEELS; OSRAM SYLVANIA, INC. d/b/a SYLVANIA d/b/a SYLVANIA OFF ROAD; INDUSTRIAL PROCESS EQUIPMENT, INC. d/b/a LASERNUT; and DOES 1 through 200, inclusive,

Defendants.

Troy E. Walton (*pro hac vice* forthcoming)
Megan A. Crowe (*pro hac vice* forthcoming)
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Plaintiffs DUSTIN JOSEPH GOFF, INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO JAMES FRED GOFF, DECEASED, JAMES MICHAEL GOFF, GENEVIEVE MARIE GOFF, KATIE LYNN BALCH, ESTEBAN VELAZQUEZ II, INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ESTEBAN VELÁZQUEZ LÓPEZ, DECEASED, DAN BOUCHARD, JASON COLLINS, DARREN WEBSTER, and LISA WEBSTER (collectively, "Plaintiffs") allege as follows against Defendants and each of them:

## I. NATURE OF THE ACTION

1. On November 14, 2024, in Ensenada, Baja California, Mexico, two men were killed and others, including the four Plaintiffs who were struck and survived, were injured when an off-road racing Trophy Truck accelerated into a crowd of spectators, vendors, and bystanders whom the SCORE Defendants identified herein had invited to attend and permitted to stand within arm's reach of it.

2. This tragedy happened the day before the 2024 Baja 1000 race (a multi-day off-road racing event hosted by the SCORE Defendants) during "Tech and Contingency Day," a promotional pre-race inspection event at which competition vehicles proceed single file down closed public streets so that sponsors can display their products and the public can see the competing vehicles and meet the teams. The SCORE Defendants marketed the event to the general public as fan-friendly and open to the public. They obtained a municipal permit to close the streets. They contracted for private security. They wrote rules limiting who could sit behind the wheel. And then, on the allegations that follow, they did none of what those permits, contracts, and rules required and instead created a dangerous environment for their invitees, attendees, and participants.

3. The Trophy Truck was owned and campaigned by the Buehler Defendants, who brought it from the United States to Mexico for the event. On information and belief, the man who put it in gear—non-party Jesús Eduardo Gómez Ríos—was not a registered driver of record for that vehicle. He was able to occupy and operate it because the Buehler

Defendants, acting personally or through their agents, employees, or contractors, either put him behind the wheel or left a dangerous instrumentality unsecured in the middle of a crowd. Either way, the resulting deaths and injuries were foreseeable and preventable.

4. Plaintiffs are the surviving heirs of Decedents JAMES FRED GOFF and ESTEBAN VELAZQUEZ, the four bystanders who survived being struck, and the spouse of one of them. They bring this action for wrongful death, survival damages, personal injury, and loss of consortium.

## II. PARTIES

### A. Plaintiffs

5. Plaintiff DUSTIN JOSEPH GOFF is, and at all relevant times was, a resident and citizen of the State of California. He is the surviving biological son of Decedent JAMES FRED GOFF and has standing under Code of Civil Procedure section 377.60(a).

6. Plaintiff JAMES MICHAEL GOFF is, and at all relevant times was, a resident and citizen of the State of California. He is the surviving biological son of Decedent JAMES FRED GOFF and has standing under Code of Civil Procedure section 377.60(a).

7. Plaintiff GENEVIEVE MARIE GOFF is, and at all relevant times was, a resident and citizen of the State of California. She is the surviving biological daughter of Decedent JAMES FRED GOFF and has standing under Code of Civil Procedure section 377.60(a).

8. Plaintiff KATIE LYNN BALCH is, and at all relevant times was, a resident and citizen of the State of California. She is the surviving biological daughter of Decedent JAMES FRED GOFF and has standing under Code of Civil Procedure section 377.60(a).

9. Decedent JAMES FRED GOFF was not survived by a spouse or registered domestic partner. Decedent JAMES FRED GOFF is survived by his four natural children, Plaintiffs DUSTIN JOSEPH GOFF, JAMES MICHAEL GOFF, GENEVIEVE MARIE GOFF, and KATIE LYNN BALCH (collectively, the "Goff Plaintiffs"), who are his sole heirs under Probate Code sections 6401 and 6402. Plaintiff DUSTIN JOSEPH GOFF also

sues as successor in interest to Decedent JAMES FRED GOFF within the meaning of Code of Civil Procedure sections 377.11 and 377.30, and has filed or will file the declaration required by section 377.32.

10. Plaintiff ESTEBAN VELAZQUEZ II is, and at all relevant times was, a resident and citizen of the State of California. He sues individually for his own bodily injuries; as the surviving son and sole heir of Decedent ESTEBAN VELAZQUEZ (Esteban Velázquez López) under Code of Civil Procedure section 377.60(a); and as successor in interest to Decedent ESTEBAN VELAZQUEZ within the meaning of Code of Civil Procedure sections 377.11 and 377.30, and has filed or will file the declaration required by section 377.32. Decedent ESTEBAN VELAZQUEZ was not survived by a spouse or registered domestic partner, and was survived by Plaintiff ESTEBAN VELAZQUEZ II as his only child, who is his sole heir under Probate Code sections 6401 and 6402.

11. Plaintiff DAN BOUCHARD is, and at all relevant times was, a resident and citizen of the State of California.

12. Plaintiff JASON COLLINS is, and at all relevant times was, a resident and citizen of the State of California.

13. Plaintiff DARREN WEBSTER is, and at all relevant times was, a resident and citizen of the State of Utah.

14. Plaintiff LISA WEBSTER is, and at all relevant times was, a resident and citizen of the State of Utah, and is the lawful spouse of Plaintiff DARREN WEBSTER.

**B. <u>The SCORE Defendants</u>**

15. Defendant PROMOTE MEXICO, LLC, doing business as SCORE MARKETING and formerly doing business as SCORE INTERNATIONAL ("SCORE INTERNATIONAL"), is and at all relevant times was a Nevada limited liability company with its principal place of business in Reno, Nevada. SCORE INTERNATIONAL is the organizer, promoter, and sanctioning body of the SCORE Baja 1000.

16. Defendant SCORE INTERNATIONAL, S. DE R.L. DE C.V. ("SCORE SRL") is and at all relevant times was an entity organized under the laws of Mexico, with a principal place of business in Mexico, that conducted business in Mexico and in the State of California in connection with the Baja 1000.

17. Defendant ROGER NORMAN ("NORMAN") is an individual who, on information and belief, is a resident and citizen of the State of Nevada. On information and belief, NORMAN owns and controls SCORE INTERNATIONAL and SCORE SRL (collectively, the "SCORE Entities") and personally directs the SCORE racing-promotion business. NORMAN also owns and operates an off-road racing team under the name NORMAN MOTORSPORTS, based at 9434 Bond Avenue, El Cajon, San Diego County, California, and is sued herein individually and doing business as NORMAN MOTORSPORTS. On information and belief, NORMAN MOTORSPORTS is a fictitious business name under which NORMAN personally conducts his racing business and is not a separately organized legal entity. NORMAN, the SCORE Entities, and the assumed names, affiliates, and personnel through which NORMAN conducts the SCORE racing-promotion business are referred to collectively herein as the "SCORE enterprise."

18. SCORE INTERNATIONAL, SCORE SRL, and ROGER NORMAN are referred to collectively as the "SCORE Defendants."

**C. <u>The Buehler Defendants</u>**

19. Defendant RUSSELL DEAN BUEHLER is, and at all relevant times was, a resident and citizen of the State of Missouri.

20. Defendant BUEHLER MOTORSPORTS, LLC is, and at all relevant times was, a Missouri limited liability company with its principal place of business in the State of Missouri. On information and belief, Defendant RUSSELL DEAN BUEHLER owns and operates BUEHLER MOTORSPORTS, LLC.

21. Defendant FUN BOY, LLC is, and at all relevant times was, a Montana limited liability company with its principal place of business in the State of Montana. On information

and belief, and as reflected in vehicle-ownership documents and the FUN BOY, LLC Operating Agreement submitted in the Mexican criminal proceeding, Defendant RUSSELL DEAN BUEHLER is its sole Member and Manager.

22. RUSSELL DEAN BUEHLER, BUEHLER MOTORSPORTS, LLC, and FUN BOY, LLC are referred to collectively as the "Buehler Defendants." The Buehler Defendants are in the business of building, maintaining, transporting, and/or campaigning motor vehicles, including the Trophy Truck described below, for participation in domestic and international off-road motorsport competitions, including the 2024 SCORE Baja 1000.

23. On information and belief, the Trophy Truck was titled in the name of FUN BOY, LLC and was controlled, maintained, entered, transported, and/or campaigned by RUSSELL DEAN BUEHLER and BUEHLER MOTORSPORTS, LLC. Each of the Buehler Defendants is alleged to have been an owner of the Trophy Truck within the meaning of the law governing negligent entrustment, whether by title, by right of possession, and/or by right of control.

**D. The Mechanic Defendant**

24. Defendant THOMAS JAY FLORES is an individual who, on information and belief, currently resides in the State of Missouri and who, at the time of the events alleged herein, held a Florida driver's license and resided in the State of Florida. FLORES is listed on the official SCORE entry list for the 2024 Baja 1000 as a registered co-driver and team member of the No. 79 Trophy Truck and, on information and belief, was a banded, waiver-signed participant on the Buehler Defendants' team. By his own sworn statement to the Baja California prosecutor, FLORES is a mechanic of approximately thirty years' experience who was hired by RUSSELL DEAN BUEHLER approximately three years before the event to rebuild the Trophy Truck. Defendant FLORES designed and assembled the Trophy Truck, and was responsible for its service and maintenance, including its braking system, in preparation for the 2024 SCORE Baja 1000.

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**E. The Sponsor and Media Defendants**

25. Defendant RUGGED RACE PRODUCTS, INC., doing business as RUGGED RADIOS, is and at all relevant times was a California corporation with its principal place of business in the State of California, and is subject to the general jurisdiction of the courts of this State.

26. Defendant KING SHOCK TECHNOLOGY, INC. is and at all relevant times was a California corporation with its principal place of business in Garden Grove, Orange County, California, and is subject to the general jurisdiction of the courts of this State.

27. Defendant DS MEDIA, LLC is and at all relevant times was, on information and belief, a California limited liability company with its principal place of business at 2660 Via Corazon Drive, Corona, California (Riverside County), and is subject to the general jurisdiction of the courts of this State. On information and belief, DS MEDIA, LLC serves as the editorial and social-media arm of the SCORE enterprise, produces the official SCORE Journal under the direction of SCORE's Vice-President of Marketing and Sales/Publisher, and disseminated SCORE promotional materials into California, including promotional representations concerning the 2024 Baja 1000 and representations characterizing the contingency event as fan-friendly and open to the general public.

28. Defendant MICHELIN NORTH AMERICA, INC., doing business as BFGOODRICH TIRES ("BFGoodrich"), is and at all relevant times was a corporation organized under the laws of the State of New York with its principal place of business in Greenville, South Carolina. BFGoodrich Tires is a brand owned and operated by MICHELIN NORTH AMERICA, INC. BFGoodrich was the Official Tire and Race Title Sponsor of the 2024 SCORE Baja 1000, which the SCORE Defendants staged and marketed as the "BFGoodrich Tires 57th SCORE Baja 1000," and has served as a SCORE partner and/or sponsor for over 40 years.

29. Defendant CLARIOS, LLC, doing business as OPTIMA BATTERIES, is and at all relevant times was a Wisconsin limited liability company with its principal place of business in the State of Wisconsin.

30. Defendant VP RACING FUELS, INC. is and at all relevant times was a Texas corporation with its principal place of business in the State of Texas.

31. Defendant POLARIS INC. is and at all relevant times was a Delaware corporation with its principal place of business in the State of Minnesota.

32. Defendant FORD MOTOR COMPANY is and at all relevant times was a Delaware corporation with its principal place of business in the State of Michigan.

33. Defendant KATANA RACING, INC. d/b/a WHOLESALE TIRE DISTRIBUTORS, AMERICAN WHEEL GROUP, and LOCK OFF-ROAD WHEELS, is and at all relevant times was a California corporation with its principal place of business at 2875 Pomona Boulevard, Pomona, California, in the County of Los Angeles. Defendant KATANA RACING, INC. is a resident of Los Angeles County and is subject to the general jurisdiction of the courts of this State.

34. Defendant CUSTOM WHEEL HOUSE, LLC d/b/a METHOD RACE WHEELS is and at all relevant times was a Delaware limited liability company, and a subsidiary of Fox Factory Holding Corp., with its principal place of business at 15500 Cornet Street, Santa Fe Springs, California, in the County of Los Angeles. Defendant CUSTOM WHEEL HOUSE, LLC d/b/a METHOD RACE WHEELS is a resident of Los Angeles County and is subject to the general jurisdiction of the courts of this State.

35. Defendant OSRAM SYLVANIA INC. d/b/a SYLVANIA d/b/a SYLVANIA OFF ROAD is and at all relevant times was a Delaware corporation with its principal place of business in the Commonwealth of Massachusetts.

36. Defendant INDUSTRIAL PROCESS EQUIPMENT, INC. d/b/a LASERNUT is and at all relevant times was a California corporation with its principal place of business at 1700 Industrial Avenue, Norco, California, in the County of Riverside.

37. The Defendants identified in the preceding paragraphs of this subsection, other than DS MEDIA, LLC, together with DOES 101 through 150, are referred to collectively as the "Sponsor Defendants."

**F. Doe Defendants**

38. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants DOES 1 through 200, inclusive, are unknown to Plaintiffs, who therefore sue those Defendants by fictitious names pursuant to Code of Civil Procedure section 474. Plaintiffs will seek leave to amend to allege their true names and capacities when ascertained.

39. DOES 1 through 50 are individuals and entities who, on information and belief, participated in the 2024 SCORE Baja 1000 as competitors, vehicle owners, team principals, crew members, and/or team personnel, including the individual or individuals who permitted, authorized, directed, and/or enabled Gómez Ríos to occupy and operate the Trophy Truck. That individual's identity is presently unknown to Plaintiffs.

40. DOES 51 through 100 are individuals and entities who, on information and belief, participated in organizing, funding, promoting, managing, staging, operating, supervising, and/or coordinating the 2024 SCORE Baja 1000, including the contingency and technical inspection event held on November 14, 2024.

41. DOES 101 through 150 are, on information and belief, sponsors, advertisers, and/or commercial participants in the 2024 SCORE Baja 1000 that undertook logistical or safety-related operational responsibilities in connection with the contingency event.

42. DOES 151 through 200 are individuals and entities whose acts or omissions proximately caused the injuries and deaths alleged herein.

43. Plaintiffs are informed and believe and thereon allege that each Doe Defendant is legally responsible in some manner for the events and injuries alleged herein.

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**G. Non-Party Operator**

44. Jesús Eduardo Gómez Ríos is, and at all relevant times was, a resident and citizen of Mexicali, Baja California, Mexico. On information and belief, Gómez Ríos occupied and operated the No. 79 Trophy Truck in the contingency line on November 14, 2024, and was arrested by Mexican authorities following the incident. Gómez Ríos is not named as a defendant in this action. He is identified here because his conduct, and the circumstances under which he came to have access to the Trophy Truck, are at issue in this action, and because his negligence and other wrongful conduct are imputed to the Buehler Defendants as alleged in the causes of action below.

## III. JURISDICTION AND VENUE

45. This is an unlimited civil case. The amount in controversy exceeds the jurisdictional minimum of this Court. Pursuant to Code of Civil Procedure section 425.10(b), the amount of damages is not stated because this is an action for personal injury and wrongful death.

46. California's long-arm statute, Code of Civil Procedure section 410.10, authorizes the exercise of jurisdiction on any basis not inconsistent with the Constitutions of this State or of the United States.

**A. General Jurisdiction**

47. This Court has general personal jurisdiction over Defendants RUGGED RACE PRODUCTS, INC., KING SHOCK TECHNOLOGY, INC., DS MEDIA, LLC, KATANA RACING, INC.; CUSTOM WHEEL HOUSE, LLC d/b/a METHOD RACE WHEELS; and INDUSTRIAL PROCESS EQUIPMENT, INC. d/b/a LASERNUT. Each is organized under the laws of the State of California and/or maintains its principal place of business in the State of California, and each is therefore at home in this State.

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**B. Specific Jurisdiction — The SCORE Entities**

48. This Court has specific personal jurisdiction over the SCORE Entities because they purposefully availed themselves of the privilege of conducting activities in California, purposefully directed conduct at California, and because Plaintiffs' claims arise out of and relate to that California conduct.

49. On information and belief, the SCORE Entities conducted and directed the business of organizing and promoting the 2024 Baja 1000 from and through California, including through a broadcast and production studio at 9434 Bond Avenue, El Cajon, San Diego County; a marketing, sponsorship, and Contingency Program operation directed from the Los Angeles metropolitan area; and technical-inspection, race-communications, and vehicle-tracking operations conducted from San Diego and Los Angeles Counties, as alleged below.

50. On information and belief, the SCORE Entities maintained in California the operational infrastructure through which the 2024 Baja 1000 was administered, including their technical-inspection operations, their race-communications operations, their broadcasting operations, and their vehicle-tracking operations.

51. Specifically, and as reflected in the SCORE Entities' own published documents for the 2024 Baja 1000:

a. SCORE INTERNATIONAL's marketing, sponsorship sales, and Contingency Program—the program through which sponsors and vendors obtain positions along contingency row—was at all relevant times directed by SCORE INTERNATIONAL's Vice President of Marketing & Sales and Contingency Director, who, on information and belief, resides in and operates from the Los Angeles metropolitan area of California;

b. SCORE INTERNATIONAL's technical-inspection operations were at all relevant times directed by its Tech Director, who, on information and belief, was based in San Diego, California;

c. on information and belief, SCORE INTERNATIONAL's race communications operation, "SCORE Relay," was at all relevant times based in and/or operating out of Los Angeles County, California;

d. on information and belief, the vehicle-tracking devices that SCORE required every entrant to carry were leased from and to be returned to Anube Sport USA in San Ysidro, California; and

e. SCORE INTERNATIONAL's live broadcast of the event, including its coverage of Tech and Contingency Day, was produced from "SCORE INTERNATIONAL's studios in El Cajón, Calif.," as SCORE INTERNATIONAL itself announced in its October 16, 2024 press release for the event.

52. On information and belief, the El Cajon facility from which the SCORE Entities' technical-inspection support (the "SCORE Tech Shop"), vehicle preparation, and live event production are conducted is located at 9434 Bond Avenue, El Cajon, California (San Diego County Assessor's Parcel No. 395-240-50-00), and is owned by Defendant ROGER NORMAN through Riverside Redevelopment, LLC, a Nevada limited liability company of which NORMAN is the manager. NORMAN's company acquired the property by grant deed recorded October 1, 2008, for approximately $2.4 million, with the deed directing tax statements to the Crystal Bay, Nevada address of the casino NORMAN owns; and in February 2011 NORMAN, signing as Manager of Riverside Redevelopment, LLC, recorded a correction deed confirming that Riverside Redevelopment, LLC was the entity that had acquired title in 2008. Riverside Redevelopment, LLC's principal office of record is 465 South Meadows Parkway, Suite 6, Reno, Nevada—the same address SCORE publishes for its SCORE Marketing office—and on September 24, 2026, NORMAN personally executed and filed Riverside Redevelopment, LLC's registration to transact business in California, designating 9434 Bond Avenue, El Cajon as the company's California office. The same facility houses NORMAN's personal racing team, Norman Motorsports. On

information and belief, the SCORE Entities, NORMAN, and Norman Motorsports share those premises and the personnel who work there without any arm's-length lease or separation of their respective operations.

53. On information and belief, entry into the 2024 SCORE Baja 1000 was not possible without transacting business with the SCORE enterprise, whose organization, promotion, and operation of the event were conducted in substantial part from California as alleged above. To enter the event, each competing team and each participating driver was required to complete electronic registration, execute electronic waivers, pay entry fees and device-lease charges, obtain event credentials, and obtain mandatory vehicle-tracking services—each of which was administered, processed, issued, or provided by employees and/or agents of the SCORE Entities, and the last of which—mandatory vehicle tracking—was provided through a vendor in San Ysidro, California.

54. On information and belief, employees and/or agents of the SCORE Entities received and processed those electronic registrations, administered and accepted those electronic waivers, collected those entry fees and device-lease charges, issued the credentials and identifying bands that governed who was permitted to occupy and operate a competition vehicle, leased and provisioned the mandatory tracking devices, and communicated electronically with competitors, teams, and drivers throughout the entry and event process.

55. On information and belief, the SCORE Entities thereby entered into contractual relationships with competitors, teams, sponsors, and vendors that were performed in substantial part through the SCORE enterprise's California operations—its technical-inspection, race-communications, vehicle-tracking, and broadcast operations and its California-based marketing and Contingency Program—and derived substantial commercial revenue from those California operations.

56. On information and belief, the SCORE Entities solicited, registered, accepted entry fees from, and contracted with California competitors, California sponsors, and

California vendors in connection with the 2024 Baja 1000, and derived substantial revenue from those California relationships.

57. On information and belief, the SCORE Entities engaged Edward Muncey, who resides in Los Altos, California, as their Special Advisor for Digital Media, a function he performed from California.

58. On information and belief, the SCORE Entities contracted with California-based entities—including Defendants RUGGED RACE PRODUCTS, INC., KING SHOCK TECHNOLOGY, INC., KATANA RACING, INC., CUSTOM WHEEL HOUSE, LLC d/b/a METHOD RACE WHEELS, and INDUSTRIAL PROCESS EQUIPMENT, INC. d/b/a LASERNUT—for sponsorship of and participation in the 2024 Baja 1000, including participation in the contingency event at which Plaintiffs were injured.

59. On information and belief, the SCORE Entities created, approved, and disseminated into California, through Defendant DS MEDIA, LLC and otherwise, the promotional representations that induced attendance at the contingency event—including representations that the event was fan-friendly and open to the public. On information and belief, those representations were composed, edited, published, and distributed from California.

60. On information and belief, the SCORE Entities designated and directed participants, teams, and their race vehicles to enter Mexico through the San Ysidro/Tijuana port of entry in San Diego County, California, and issued instructions, credentials, and logistical materials governing that California-routed passage.

61. As alleged in the alter-ego allegations below, the SCORE Entities are the alter egos of NORMAN and one another, such that their California contacts are properly attributed to one another.

62. Plaintiffs' claims relate to and/or arise out of the above-described California activities. For instance, Plaintiffs' claims relate to and/or arise out of the administration of the contingency event and the promotional representations that induced attendance at the

contingency event, because it is precisely the promotional representations that invited and welcomed the public to stand close to the race vehicles that are alleged to have been negligent.

63. The California conduct alleged in this Section is the same conduct as to every Plaintiff, including the Plaintiffs who reside outside California. The claims of each Plaintiff arise out of and relate to that conduct on the same basis and to the same degree.

**C. Specific Jurisdiction — Roger Norman**

64. This Court has personal jurisdiction over Defendant ROGER NORMAN. NORMAN is subject to the specific jurisdiction of this Court because he purposefully directed his activities at California, and Plaintiffs' claims relate to and/or arise out of those contacts, including, without limitation:

a. NORMAN owns, through Riverside Redevelopment, LLC, a Nevada limited liability company of which he is the manager and which he registered to transact business in California on September 24, 2026, the facility at 9434 Bond Avenue, El Cajon, San Diego County, California, from which he operates his personal racing team, Norman Motorsports, and from which, on information and belief, the SCORE Entities conduct their technical-inspection support, vehicle preparation, and live event production; and, on information and belief, NORMAN also owns residential real property in San Diego, California;

b. NORMAN has held himself out, in official entry lists published by the SCORE Entities, as a competitor for a team based in San Diego, California, including in the official entry list for the 2022 SCORE Baja 1000. Moreover, in the official entry list for the 2024 SCORE Baja 1000, NORMAN is listed as the Driver of Record of the No. 1888 Pro UTV entry, and therefore, NORMAN personally competed in—and, as required of

every entrant, passed his race vehicle through the Tech and Contingency line of—the very event at which Plaintiffs and the Decedents were struck;

c. On information and belief, NORMAN personally directs the SCORE racing enterprise, including its marketing, Contingency Program, technical-inspection, race-communications, vehicle-tracking, and broadcast operations, which the enterprise directs from California, and he owns and controls the SCORE Entities, which purposefully direct substantial business at California as alleged herein, including by soliciting and registering California competitors, routing event logistics and equipment through the San Ysidro/Tijuana port of entry and other San Diego County facilities, and/or disseminating promotional materials into California;

d. On information and belief, NORMAN, through his ownership and control of the SCORE Entities, organized, promoted, and/or profited from the 2024 Baja 1000, the event at which Plaintiffs and the Decedents were injured and killed; and

e. As alleged in the alter-ego allegations below, the SCORE Entities are the alter egos of NORMAN, such that their California contacts are properly attributed to him.

65. Plaintiffs' claims arise out of and relate to these California-directed contacts, and the exercise of jurisdiction over NORMAN is consistent with due process.

**D. Specific Jurisdiction — The Buehler Defendants**

66. This Court has specific personal jurisdiction over the Buehler Defendants because they purposefully availed themselves of the privilege of conducting activities in California in connection with the very undertaking that gave rise to Plaintiffs' injuries.

67. As alleged above, the SCORE Entities maintained their technical-inspection, race-communications, broadcasting, and vehicle-tracking operations for the 2024 Baja 1000

in California, and no team or driver could enter the event without transacting business with those California operations.

68. On information and belief, the Buehler Defendants further agreed with the SCORE Entities to enter the Trophy Truck in the 2024 SCORE Baja 1000, and in doing so entered a course of dealing that they knew and intended would be performed in substantial part in and through California.

69. On information and belief, the Buehler Defendants, in order to enter and campaign the Trophy Truck in the 2024 SCORE Baja 1000, purposefully transacted business in and through California. Specifically, and on information and belief, the Buehler Defendants:

a. leased from Anube Sport USA of San Ysidro, California, the vehicle-tracking device that SCORE required the Trophy Truck to carry, and were required by SCORE to return it there;

b. submitted the Trophy Truck to SCORE's technical-inspection program, which SCORE directs through its Technical Director in San Diego, California, including any pre-event chassis inspection and certification;

c. transported the Trophy Truck and its support vehicles from Missouri across the State of California and into Mexico through the San Ysidro–Tijuana port of entry, as SCORE's published border-crossing instructions directed;

d. submitted their race radio information to SCORE Relay, SCORE's race-communications operation, which publishes a California (562) area-code direct line;

e. contracted with, purchased from, or accepted sponsorship, parts, service, or support from California-based suppliers and sponsors for the Trophy Truck; and

f. registered the Trophy Truck and its drivers, executed waivers, paid fees, and obtained credentials and wristbands through the SCORE enterprise,

whose organization, promotion, and operation of the event were conducted in substantial part from California as alleged in Section III.B above.

70. These were not isolated or incidental contacts. They were knowing, repeated, and deliberate transactions with the SCORE enterprise's California operations and with California vendors, undertaken for commercial purposes, through which the Buehler Defendants obtained the tracking services, the technical certification, and the passage that permitted the Trophy Truck to be present at the contingency event. In transacting this business the Buehler Defendants invoked the benefits and protections of California and its commercial infrastructure.

71. Plaintiffs' claims arise out of and/or relate to those California activities in that but for the Buehler Defendants' completion of the California-connected tracking, technical-inspection, and transit requirements, the Trophy Truck could not have been entered in the event and would not have been present in the contingency line in Ensenada on November 14, 2024.

72. Further, because Plaintiffs allege herein that the Trophy Truck was operated by a person who was not among the designated, banded, or waiver-signed drivers, the credentialing system through which the Buehler Defendants designated the drivers of record and team members authorized to operate the Trophy Truck—a system of the SCORE enterprise whose operations were conducted in substantial part from California—is central to this Complaint. The California conduct and the negligence alleged therefore concern the same subject matter—control over who was permitted to occupy and operate the No. 79 Trophy Truck—and that conduct is the same as to every Plaintiff.

73. The exercise of jurisdiction over the Buehler Defendants comports with fair play and substantial justice. The Buehler Defendants purposefully injected themselves into California commerce to obtain the benefits of participating in a nationally and internationally promoted event administered from this State; California has a manifest interest in adjudicating claims brought by its residents, seven of the nine Plaintiffs being California

citizens; and the SCORE Defendants, whose California operations the Buehler Defendants used, are already properly before this Court, making California the forum in which the dispute may be resolved most efficiently and completely.

**E. Specific Jurisdiction — Thomas Jay Flores**

74. This Court has specific personal jurisdiction over Defendant THOMAS JAY FLORES because he purposefully availed himself of the privilege of conducting activities in California in connection with the very undertaking that gave rise to Plaintiffs' injuries, and because Plaintiffs' claims against him relate to and/or arise out of that conduct.

75. As alleged above, entry into the 2024 SCORE Baja 1000 was not possible without transacting business with the SCORE enterprise, whose organization, promotion, and operation of the event were conducted in substantial part from California; each competing team and each participating driver was required to complete registration, execute waivers, pay entry fees and device-lease charges, obtain event credentials, and obtain mandatory vehicle-tracking services; and the identifying bands issued through that system governed who was permitted to occupy and operate a competition vehicle. The SCORE Defendants' published rules for the 2024 season provided that only banded race participants and banded essential team members would be permitted in the SCORE area on Tech Days.

76. FLORES is listed on the official SCORE entry list for the 2024 Baja 1000 as a registered co-driver and team member of the No. 79 Trophy Truck and, on information and belief, was a banded, waiver-signed participant on the Buehler Defendants' team whose status was conferred through the entry and credentialing system described above. On information and belief, FLORES traveled with the Trophy Truck and its support vehicles across the State of California and entered Mexico through the San Ysidro–Tijuana port of entry, as SCORE's published border-crossing instructions directed, and presented for SCORE's technical-inspection program the vehicle he had built and was responsible for maintaining. According to his own statement to the Baja California prosecutor, FLORES was

present at the contingency event on November 14, 2024, and he and Defendant RUSSELL DEAN BUEHLER left the Trophy Truck parked on the street and went to register it.

77. Plaintiffs' claims against FLORES relate to and/or arise out of that conduct. FLORES undertook to design, build, service, and maintain the Trophy Truck, including its braking system, and Plaintiffs further allege, in the alternative, that FLORES was the person who permitted, authorized, directed, or enabled Gómez Ríos to occupy and operate the Trophy Truck. The California-connected transit, technical inspection, and credentialing through which the Trophy Truck and FLORES came to be in the contingency line are the same subject matter as the negligence alleged against him.

78. The exercise of jurisdiction over FLORES comports with fair play and substantial justice for the reasons stated in the preceding subsection, and because the claims against him arise from the same vehicle, the same event, and the same occurrence as the claims against the Buehler Defendants, who are properly before this Court.

**F. Specific Jurisdiction — The Sponsor Defendants**

79. This Court has specific personal jurisdiction over the non-California citizen Sponsor Defendants because they purposefully availed themselves of the privilege of conducting activities in California in connection with the very undertaking that gave rise to Plaintiffs' injuries.

80. On information and belief, Defendant MICHELIN NORTH AMERICA, INC., doing business as BFGOODRICH TIRES ("BFGoodrich"), contracted with the SCORE Entities, through SCORE's marketing and sponsorship operation directed from the Los Angeles metropolitan area, to serve as the Official Tire and Race Title Sponsor of the 2024 Baja 1000; coordinated its title sponsorship, its BFGoodrich Pit Support program, and its contingency-row presence with SCORE personnel acting from California; marketed the event under its own name into California, from which the largest share of the event's entrants originate; and erected branded structures and signage on contingency row, including an inflatable arch spanning the route.

81. On information and belief, Defendant CLARIOS, LLC, doing business as OPTIMA BATTERIES, engaged in the negotiation and performance of California sponsorship agreements with SCORE's marketing and sponsorship operation directed from the Los Angeles metropolitan area, disseminated promotional materials into California, and erected branded structures on contingency row, including an inflatable arch spanning the route and a branded canopy at the edge of the vehicle lane.

82. On information and belief, Defendant VP RACING FUELS, INC. engaged in the negotiation and performance of California sponsorship agreements with SCORE's marketing and sponsorship operation directed from the Los Angeles metropolitan area, disseminated promotional materials into California, and erected branded structures on contingency row, including an inflatable arch spanning the route.

83. On information and belief, Defendant POLARIS INC. engaged in the negotiation and performance of California sponsorship agreements with SCORE's marketing and sponsorship operation directed from the Los Angeles metropolitan area, disseminated promotional materials into California, and marketed its products through competition vehicles bearing its marks that were driven through contingency row.

84. On information and belief, Defendant FORD MOTOR COMPANY engaged in the negotiation and performance of California sponsorship agreements with SCORE's marketing and sponsorship operation directed from the Los Angeles metropolitan area, disseminated promotional materials into California, and marketed its products through competition vehicles bearing its marks that were driven through contingency row.

85. On information and belief, Defendant OSRAM SYLVANIA INC. d/b/a SYLVANIA d/b/a SYLVANIA OFF ROAD engaged in the negotiation and performance of California sponsorship agreements with SCORE's marketing and sponsorship operation directed from the Los Angeles metropolitan area, disseminated promotional materials into California, and erected branded structures on contingency row, including an inflatable arch spanning the route and a branded canopy at the edge of the vehicle lane.

86. Defendant KATANA RACING, INC., in addition to being subject to the general jurisdiction of this Court, participated in the 2024 Baja 1000 contingency event as a contingency vendor and maintained a canopy product display on contingency row at the location of the incident, immediately adjacent to the place where Plaintiffs and the Decedents were struck.

87. This Court has specific personal jurisdiction over these Sponsor Defendants because each one purposefully availed itself of the privilege of conducting activities in California, or purposefully directed conduct at California, and Plaintiffs' claims arise out of and/or relate to that conduct.

**G. Venue**

88. Venue is proper in this Court under Code of Civil Procedure sections 395(a) and 395.5 because Defendants KATANA RACING, INC. and CUSTOM WHEEL HOUSE, LLC d/b/a METHOD RACE WHEELS reside in and maintain their principal places of business in the County of Los Angeles.

## IV. AGENCY, ALTER EGO, AND JOINT VENTURE ALLEGATIONS

**A. General Agency**

89. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant was acting as the agent, servant, employee, joint venturer, partner, or independent contractor of one or more of the remaining Defendants, and within the course and scope of that relationship, and that each such Defendant ratified, approved, and authorized the acts of the others with knowledge of the material facts.

90. Plaintiffs are informed and believe and thereon allege that each Defendant committed the acts and omissions alleged herein by and through its officers, directors, employees, agents, and contractors acting within the course and scope of their employment, agency, or engagement.

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**B. Alter Ego — Norman and the SCORE Entities**

91. At all relevant times there existed, and there continues to exist, a unity of interest and ownership between Defendant ROGER NORMAN and the SCORE Entities, including PROMOTE MEXICO, LLC (d/b/a SCORE INTERNATIONAL and d/b/a SCORE MARKETING), and SCORE INTERNATIONAL, S. DE R.L. DE C.V., such that any separateness between them has ceased to exist. In support, Plaintiffs allege:

a. NORMAN owns and controls each of the SCORE Entities, which he operates as a single, integrated racing-promotion enterprise conducted under the common name "SCORE International" and the common website https://www.score-international.com/;

b. the SCORE Entities share common officers, directors, and management, including a President/Race Director who signs and acts on behalf of the enterprise across entity lines—including the execution of the 2024 municipal event permit and the private-security services contract—and a common Vice-President of Marketing & Sales/Publisher, and they hold themselves out to the public, to competitors, and to governmental authorities as a single "SCORE International" enterprise;

c. the SCORE enterprise operates through an interchangeable web of entities and assumed names, including a Nevada limited liability company, a Mexican sociedad, and multiple "d/b/a" designations (such as "SCORE International" and "SCORE Marketing"), used without regard to corporate formalities, and sharing a common masthead, a common email domain (@score-international.com), common personnel, and common offices;

d. on information and belief, the SCORE Entities are inadequately capitalized for the risks of the events they promote, fail to observe corporate formalities, and commingle funds, personnel, and assets, such that they

function as mere instrumentalities and conduits of NORMAN and of one another;

e. NORMAN's personal business interests are commingled with the enterprise's commercial affairs: SCORE's own October 16, 2024 press release for the 2024 Baja 1000 designates Crystal Bay Casino—a Lake Tahoe casino owned by NORMAN—as the event's "Official Casino," and Wide Open Excursions, a company affiliated with NORMAN's racing team, as its "Official Arrive and Drive Company," while the SCORE International official entry list for the same event shows those same two companies as sponsors of NORMAN's personal No. 1888 race entry;

f. the enterprise's broadcast and production operations are conducted from El Cajon, California, the city in which NORMAN's personal racing team is based, and NORMAN's co-driver on his personal race entry, Edward Muncey, simultaneously serves the enterprise as its Special Advisor for Digital Media;

g. on information and belief, the SCORE enterprise's California operations—including the SCORE Tech Shop and its live event production—are housed in a facility at 9434 Bond Avenue, El Cajon, California, that NORMAN owns through Riverside Redevelopment, LLC and shares with his personal racing team, without any arm's-length lease or separation of operations, such that NORMAN's personal real-estate holdings, his private racing business, and the SCORE Entities operate from common premises with common personnel;

h. Riverside Redevelopment, LLC, the entity through which NORMAN holds the Bond Avenue facility—acquired in 2008 under a deed directing tax statements to NORMAN's Crystal Bay Casino, and confirmed in NORMAN's own hand as Manager by a 2011 correction deed—maintains

its principal office at 465 South Meadows Parkway, Suite 6, Reno, Nevada, the same address SCORE publishes for its SCORE Marketing office, and NORMAN personally signed its September 24, 2026 California registration designating the SCORE facility at 9434 Bond Avenue as that company's California office, such that NORMAN's real-estate holding company, the SCORE enterprise, and NORMAN's racing team share both their Nevada office and their California premises;

i. to the extent NORMAN was not formally an officer, director, member, or manager of any SCORE Entity, he nevertheless maintained operational and directional control over all of their business activities, including the promotion, organization, and operation of the 2024 Baja 1000; and

j. adherence to the fiction of separate existence would sanction injustice and promote inequity, in that the enterprise is structured so that each entity may disclaim responsibility for a cross-border event by attributing conduct and liability to another entity in a different jurisdiction, leaving Plaintiffs—including the surviving family members of United States citizens killed at the 2024 Baja 1000—without recourse against the enterprise that organized, promoted, and profited from the event.

92. By reason of the foregoing, the SCORE Entities are the alter egos of NORMAN and of one another, the separate existence of each should be disregarded, NORMAN and the SCORE Entities should each be held liable for the acts and obligations of the others, and the California contacts of the SCORE Entities are properly attributed to NORMAN for purposes of personal jurisdiction.

**C. Joint Venture — The SCORE Defendants**

93. In the alternative, and to the extent ROGER NORMAN, the SCORE Entities, and DOES 51 through 100 are legally separate persons and entities, they operated as a joint venture to promote, organize, stage, and profit from the 2024 SCORE Baja 1000. Each had

joint control over some or all aspects of the venture, each shared in its profits, and each held an ownership interest in it. Each is therefore liable for the negligent acts and omissions of the others committed in furtherance of the venture.

**D. Alter Ego and Single Enterprise — The Buehler Defendants**

94. Upon information and belief, at all relevant times there was a unity of interest and ownership between Defendant RUSSELL DEAN BUEHLER, Defendant BUEHLER MOTORSPORTS, LLC, and Defendant FUN BOY, LLC such that any individuality and separateness among them has ceased to exist, and each is the alter ego of the others, in that:

a. Defendant RUSSELL DEAN BUEHLER is the sole Member and Manager of Defendant FUN BOY, LLC, a Montana limited liability company, and exercises complete dominion and control over it;

b. Defendant FUN BOY, LLC is a single-member holding entity, controlled by Defendant RUSSELL DEAN BUEHLER, that holds title to race vehicles, including the No. 79 Trophy Truck that struck and killed the Decedents;

c. Defendant RUSSELL DEAN BUEHLER owns and controls Defendant BUEHLER MOTORSPORTS, LLC and operated the No. 79 race team under that name, while titling and holding the Trophy Truck and other race vehicles in Defendant FUN BOY, LLC, using the two entities interchangeably and without regard to their separate existence;

d. upon information and belief, Defendants RUSSELL DEAN BUEHLER, BUEHLER MOTORSPORTS, LLC, and FUN BOY, LLC are inadequately capitalized for the risks of the racing activities they conduct, fail to observe corporate and limited-liability formalities, and commingle funds, assets, personnel, and equipment, such that the entities function as mere instrumentalities and conduits of Defendant RUSSELL DEAN BUEHLER and of one another; and

e. adherence to the fiction of the separate existence of these Defendants would sanction injustice and promote inequity, in that the entity structure is used to separate the ownership of the race vehicles from the operation of the race team, and to shield Defendant RUSSELL DEAN BUEHLER individually, such that a judgment against one Defendant could not reach the assets of the others or of Defendant RUSSELL DEAN BUEHLER personally.

95. By reason of the foregoing, Defendants RUSSELL DEAN BUEHLER, BUEHLER MOTORSPORTS, LLC, and FUN BOY, LLC are the alter egos of one another, their separate existence should be disregarded, and each should be held liable for the acts and obligations of the others, and the California contacts of each are properly attributed to the others for purposes of personal jurisdiction.

## V. FACTUAL ALLEGATIONS

### A. The SCORE Baja 1000

96. The SCORE Baja 1000 is an annual multi-day off-road motorsport race held in Baja California, Mexico by the SCORE Entities, holding themselves out collectively as "SCORE International." "SCORE" is an acronym for "Southern California Off Road Enthusiasts," and the SCORE enterprise has been rooted in Southern California since its founding in 1973. It is organized, promoted, sanctioned, administered, and operated by the SCORE Defendants.

97. The 57th SCORE Baja 1000 was scheduled to begin on November 15, 2024, in Ensenada, Baja California, Mexico.

98. Off-road racing of this kind is known to cause serious injury and death, and the danger of race vehicles striking spectators and bystanders in the streets of Ensenada was not hypothetical to the SCORE Defendants. On information and belief, and as reported publicly at the time, each of the following occurred at a SCORE event in Ensenada during

the period of NORMAN's ownership of the SCORE Entities, and each was known to the SCORE Defendants before November 14, 2024:

a. On June 1, 2013, at the SCORE Baja 500, a race vehicle lost control on a curve near Ensenada and struck spectators, killing a 39-year-old man and injuring an 11-year-old child. The driver was arrested by Mexican authorities.

b. On June 6, 2015, at the start of the SCORE Baja 500 in Ensenada, a race vehicle suffered brake failure, left the roadway, and struck a utility pole, injuring eight spectators, four of them children. At the same event, a Trophy Truck struck a spectator on the course.

c. On June 5, 2016, at the SCORE Baja 500, a Trophy Truck entering the Ensenada wash within a half mile of the start line struck three spectators, killing an eight-year-old boy. SCORE's own public statement acknowledged that the driver had been attempting to avoid fans.

d. In November 2018, at the start line of the SCORE Baja 1000 in Ensenada, before the race began, a race vehicle struck a sponsor's promotional model standing in the pre-race staging area, causing brain swelling, facial fractures, and a broken ankle and wrist. That incident resulted in litigation in this Court, *Angel v. Monster Energy Company*, et al., Los Angeles Superior Court Case No. 19STCV28457, in which PROMOTE MEXICO, LLC, SCORE INTERNATIONAL, S. DE R.L. DE C.V., and ROGER NORMAN were named as defendants and which remained pending at the time of the events alleged herein. In response to public criticism of that incident, SCORE stated that the accident had occurred behind a fenced-off, secured area — acknowledging that fencing and physical separation are the measures required to protect persons standing near race vehicles in a pre-race staging area.

99. Each of these incidents occurred in Ensenada, in or near the same city streets on which the SCORE Defendants staged the 2024 contingency event.

**B. Tech and Contingency Day**

100. In the two days preceding the race day of each Baja 1000 event, the SCORE Defendants stage an event known as "Tech and Contingency Day," at which competing vehicles slowly proceed in a single-file line down closed public streets for pre-race technical and mechanical inspection, sponsor display, and public exhibition.

101. The Tech and Contingency Days are part of the overall 2024 Baja 1000 Race event, and passing the pre-race technical and mechanical inspection is required before participants can compete in the race.

102. On November 14, 2024, the 2024 Tech and Contingency Day (the "contingency event") took place, at least in part, on Calle Rotario and Boulevard Lázaro Cárdenas (also known as Boulevard Costero) in Ensenada, Baja California, Mexico, on streets that had been closed to ordinary public vehicle traffic for the event.

103. During the contingency event, the competition vehicles were stopped or moving at a very slow pace in a slow-roll inspection procession. They were not actively racing, and not engaged in any activity requiring speed.

104. Rows of bystanders, spectators, vendors, and sponsor personnel lined both sides of the street along which the vehicles proceeded.

105. Outside of the designated technical inspection and registration areas, the SCORE Defendants permitted and affirmatively encouraged bystanders, spectators, and vendors to stand within feet or inches of the competition vehicles moving through the tech and contingency line. As video from November 14, 2024 shows, competition vehicles proceeded through the line within arm's length of spectators standing with their backs to them, of food and merchandise vendors operating at the edge of the lane, and of members of the public walking in the vehicle lane itself.

106. Sponsor Defendants and DOES 101 through 150 positioned booths, kiosks, and product displays for advertising and commerce on both sides of the street along which the vehicles proceeded, drawing members of the public into the immediate path of the vehicles.

107. The contingency event is the public face of SCORE's Contingency Program. Under that program, sponsors and vendors post awards for competitors who run their products and display their decals. To be eligible for those awards, each competitor must complete a SCORE Contingency Declaration Form and present the vehicle at Tech/Contingency, where event personnel verify product use and decal placement. SCORE's 2024 Baja 1000 Race Information required every class, including motos, quads, and UTVs, "to travel the entire Tech/Contingency route." The program thus requires that each competition vehicle be driven through a corridor of staffed sponsor displays—and exists so that it will be.

108. On information and belief, the SCORE Defendants design and control the layout of contingency row and publish maps of the Tech/Contingency route for its events.

109. The SCORE Entities' October 16, 2024 press release announcing the 2024 Baja 1000 described the event as follows: "The fan-friendly, colorful, contingency row will be split into two days, Wed., Nov. 13, and Thurs., Nov. 14, taking place on the Boulevard Costero in Ensenada." The same release stated that the Tuesday qualifying session, by contrast, would be held "at a private venue, with no spectator access allowed."

110. The same press release identified the event's official sponsors, including Defendant BFGoodrich as "Official Tire and Race Title Sponsor," Defendant KING SHOCK TECHNOLOGY, INC. as "Official Shock Absorber and Race Title Sponsor," Defendant VP RACING FUELS, INC. as "Official Fuel and race presenting sponsor," Defendant FORD MOTOR COMPANY as "Official Truck and SUV," Defendant POLARIS INC. as "Official UTV," Defendant CLARIOS, LLC d/b/a OPTIMA BATTERIES as "Official Battery," Defendant RUGGED RACE PRODUCTS, INC. d/b/a RUGGED RADIOS as "Official Radio

Communication," Defendant CUSTOM WHEEL HOUSE, LLC d/b/a METHOD RACE WHEELS as "Official Wheel and Race Qualifying Sponsor," Defendant OSRAM SYLVANIA INC. d/b/a SYLVANIA d/b/a SYLVANIA OFF ROAD as "Official Light," and Defendant INDUSTRIAL PROCESS EQUIPMENT, INC. d/b/a LASERNUT as "Official Custom Metal Fabricator." The same official sponsors appear in the sponsor block of SCORE INTERNATIONAL's published 2024 Baja 1000 Event Schedule. Defendant KATANA RACING, INC. participated in the contingency event as a contingency vendor and maintained a canopy product display on contingency row at the location of the incident, immediately adjacent to the place where Plaintiffs and the Decedents were struck. The SCORE Entities themselves operated a "SCORE International Official Apparel" merchandise trailer on the vehicle lane at the location of the incident, selling SCORE merchandise to the public within feet of the moving competition vehicles.

111. On information and belief, BFGoodrich's involvement extended well beyond branding. In addition to funding contingency awards for the event and participating as the title sponsor, BFGoodrich publicly announced on November 8, 2024 that it was "again proud to offer BFGoodrich Pit Support and mapping" for the event — a program consisting of staffed pits along the racecourse, a radio relay and communications network, and course mapping. BFGoodrich also erected on contingency row an inflatable BFGoodrich-branded arch spanning the route through which the competition vehicles and the public passed.

112. The Sponsor Defendants' relationship with the SCORE Entities and with the contingency event long predates 2024. BFGoodrich was SCORE's official tire at each of the prior incidents alleged in Section V.A above and, on information and belief, was the title sponsor of the November 2018 SCORE Baja 1000 at which a race vehicle struck a sponsor's promotional model in the Ensenada start-line staging area. Further, on information and belief, KING SHOCK TECHNOLOGY, INC. has been an official SCORE sponsor since at least 2016, POLARIS INC. and VP RACING FUELS, INC. since at least 2018, and FORD MOTOR COMPANY since at least 2019, and, on information and belief, each of the Sponsor

Defendants sponsored, participated in, or maintained displays at one or more of SCORE's Ensenada contingency events in the years in which the prior incidents alleged above occurred, or otherwise learned of those incidents through its relationship with the SCORE enterprise. Each Sponsor Defendant therefore knew, or in the exercise of reasonable care should have known, before November 14, 2024, that race vehicles had struck spectators and bystanders in the streets of Ensenada at SCORE Baja race events, and that the contingency format they helped to fund, populate, and stage placed the public within feet of moving vehicles.

113. The Sponsor Defendants' participation in the 2024 Baja 1000 was a commercial transaction. On information and belief, each Sponsor Defendant paid sponsorship fees or other consideration to the SCORE Entities for the benefit of exposure at the event and direct access to its competitors and spectators, including the "Official" product designation announced in SCORE's October 16, 2024 press release; placement of its name and marks in the event's title, promotional materials, broadcast, and signage; and the display of its name and marks on the competition vehicles entered in the event. On information and belief, those Sponsor Defendants that participated in SCORE's Contingency Program—including Defendants BFGoodrich, KING SHOCK TECHNOLOGY, INC., and RUGGED RACE PRODUCTS, INC., and, as a contingency vendor, Defendant KATANA RACING, INC.—further entered into a Contingency Agreement with the SCORE Defendants under which they agreed to fund contingency awards payable to competitors who ran their products and/or to maintain a display on contingency row, in exchange for a position on contingency row from which to display and market their products directly to competitors and the public.

114. The contingency event is the mechanism by which the Sponsor Defendants realize the return on that investment. SCORE's Contingency Declaration Form requires each competitor seeking contingency awards to declare the sponsor products carried on its vehicle; SCORE's 2024 Baja 1000 Race Information requires every entrant to travel the entire Tech/Contingency route; and the resulting procession of competition vehicles bearing the

sponsors' decals past the sponsors' displays, before a crowd the SCORE Defendants invited and that SCORE's live broadcast carried to a wider audience, is the product the Sponsor Defendants purchased. The proximity of the public to the competition vehicles was not incidental to that product; it was the point of it.

115. Each Sponsor Defendant marketed its goods or services in and through the contingency event, whether or not it maintained a display there. On information and belief, each Sponsor Defendant's name and marks were carried on competition vehicles that were driven through contingency row on November 13 and 14, 2024—the official SCORE entry list for the 2024 Baja 1000 identifies BFGoodrich, King Shocks, Rugged Radios, Method Race Wheels, Optima, VP Racing Fuels, Polaris, Ford, SYLVANIA Off Road, and LaserNut among the sponsors of entered vehicles, and Defendant KATANA RACING, INC. displayed its Lock Off-Road Wheels products from its canopy on the row; each Sponsor Defendant other than KATANA RACING, INC. was identified in SCORE's October 16, 2024 press release as an "Official" sponsor, with its name attached to the event itself; and each, on information and belief, promoted the event and its own association with it through its advertising, press releases, social-media channels, and dealer and retail networks. The Sponsor Defendants did so in order that members of the public would attend the contingency event, see and recognize their goods and services on and around the competition vehicles, and associate their brands with the event. In so doing, each Sponsor Defendant encouraged and invited members of the public, including Plaintiffs and the Decedents, to attend the contingency event and to approach the competition vehicles on which its products and marks were displayed. The Trophy Truck itself was fitted with BFGoodrich tires bearing the BFGoodrich name on their sidewalls, as photographs and video taken at the scene immediately after the incident show, so that the vehicle that struck Plaintiffs and the Decedents was, among other things, a rolling display of the title sponsor's product in the title sponsor's event. Video and photographs from contingency row on November 14, 2024 show inflatable arches spanning the route through which the competition vehicles and the public

passed bearing the names of Defendants BFGoodrich, RUGGED RACE PRODUCTS, INC., VP RACING FUELS, INC., CLARIOS, LLC (Optima), and OSRAM SYLVANIA INC.; branded canopies of CLARIOS, LLC and OSRAM SYLVANIA INC. at the edge of the vehicle lane; and a KING SHOCK TECHNOLOGY, INC. flag along the route.

116. On information and belief, each Sponsor Defendant that maintained a display on contingency row selected or accepted a location immediately adjacent to the lane in which the competition vehicles moved; erected a canopy, booth, kiosk, product display, inflatable arch, flag, banner, or other branded structure or signage there; staffed it with its own employees, agents, or contracted promotional personnel; and drew members of the public to it with products, signage, giveaways, hospitality, and personnel. Each such Sponsor Defendant thereby exercised control, for its own commercial benefit, over the space its display occupied, over the pedestrian area immediately in front of it, and over the placement of the members of the public it gathered there.

117. On information and belief, no Sponsor Defendant that maintained a display on contingency row placed any barrier, rope, cone, marking, or signage between its display and the vehicle lane; stationed any person to keep the public it had gathered out of the lane; instructed its personnel or the public to maintain any distance from the moving vehicles; or asked the SCORE Defendants to do any of those things—notwithstanding SCORE's own published spectator guidance that no one should stand within 100 feet of a race vehicle or where there is no means of escape.

118. On information and belief, the Sponsor Defendants were familiar with the format of contingency row—a corridor of sponsor displays through which every competition vehicle is driven in the presence of the public—from their participation in prior SCORE contingency events in Ensenada, and each had the ability, individually and collectively, to condition its continued sponsorship and participation on the separation of the public from the vehicle lane. None did.

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**C. SCORE's Undertakings, Permits, and Rules**

119. The SCORE Defendants organized and controlled the contingency and technical inspection event, obtained the municipal authorization required to close the public streets on which it was held, and directed the staging and movement of competition vehicles through the crowd-lined inspection line.

120. As a condition of that municipal authorization, the SCORE Defendants were required, among other things, to prevent the formation of crowds in the registration and contingency areas, to provide visible closure and physical separation of the roadway including cones and warning tape, and to provide private security. On information and belief, the SCORE Defendants failed to satisfy each of those conditions at the location of the incident.

121. The SCORE Defendants separately contracted for a minimum of thirty private security guards to be strategically located at Boulevard Costero and Club Rotario on November 14 through 16, 2024, which included the location and date of the incident. Under that contract, the responsibility for flagging and directing traffic in the event area remained with the SCORE Defendants' own security and logistics personnel. On information and belief, the SCORE Defendants nonetheless failed to separate the crowd from the moving competition vehicles. The SCORE Defendants deployed crowd fencing and uniformed security personnel at the start/finish staging area a short distance away, but none along the contingency route where Plaintiffs and the Decedents stood.

122. The SCORE Defendants promulgated rules requiring that only a credentialed, waiver-signed, and authorized driver of record, co-driver, or essential team member operate a vehicle in the Tech and Contingency line, and reserved to itself the authority to control access and to deny entry to unauthorized and uncredentialed persons. The driver of record bore responsibility for the conduct of all team personnel. On information and belief, the SCORE Defendants failed to enforce these rules and failed to verify that persons operating vehicles in the contingency line were authorized and credentialed to do so, thereby permitting

Gómez Ríos, who was not a registered driver of record and was not authorized to operate the Trophy Truck, to drive it in the contingency line among members of the public.

123. The SCORE Defendants' written rules for the 2024 season, published in a document titled "Controlled Access Areas – All 2024 SCORE Races – Tech Inspection & Start/Finish Areas," provided under the heading "Tech/Contingency Access": "Only banded race participants and banded essential team members will be permitted in the SCORE area on Tech Days. No spectators will be allowed. You must go to registration prior to placing your vehicle at the entrance to Tech. If your team has not been banded, you will be moved to the side and will not be allowed to enter Tech line until your registration is complete. IMPORTANT: A banded Driver of Record, Co-driver, Rider of Record, Co-rider or banded Essential Team Member (ETM) MUST operate vehicle throughout entire tech line! If vehicle operator is not properly banded, you will not be allowed to continue through the line until a properly banded team member arrives."

124. SCORE's 2024 Baja 1000 Race Information repeated the rule—"Any person operating a vehicle in Tech line must be a banded Driver, Co-Driver, Rider, Co-Rider, Navigator or Essential Team Member (ETM)"—and provided that the Driver of Record "is responsible for the conduct of all persons registered for their team," that all such persons "must have signed waivers and display a SCORE issued wristband while in any controlled access area," and that violations would be penalized by a fifteen-minute time penalty for a first occurrence and disqualification for a second. The same rules provided that on race day "chase vehicles and additional team members must remain outside the fenced starting area."

125. The SCORE Defendants thus possessed, in writing and before the event, every element of the system needed to prevent what occurred: a rule barring spectators from the tech area, a rule that only banded team members could operate a vehicle in the line, a wristband system for identifying them, a procedure for moving unbanded teams aside, a penalty structure for enforcement, and fencing for the start area on the same street the following morning. On information and belief, the SCORE Defendants applied none of these

at the 2024 contingency event: wristbands were not checked at the entrance to the contingency line on November 13 or November 14, 2024, although drivers in the line were wearing them; on November 14 a person who was not a banded driver of record or team member operated a competition vehicle in the line; and the public stood in the vehicle lane.

126. The SCORE Defendants built and operated the very system that was designed to prevent what happened here. On information and belief, they required every team and every participating driver to register electronically, execute waivers, pay fees, and obtain credentials and identifying bands through the SCORE enterprise, and they maintained the records identifying precisely which individuals were authorized to operate each competition vehicle.

127. On information and belief, the SCORE Defendants also required each competing vehicle to carry a leased tracking device leased from and returned to a vendor in San Ysidro, California, and to subscribe to mandatory vehicle-tracking services, giving the SCORE Defendants the capability to identify and monitor the competition vehicles under their control.

128. Having created a credentialing system, having collected fees for it, having issued the bands and credentials that were its physical expression, and having maintained the records that would have revealed in moments that Gómez Ríos was not an authorized driver of the Trophy Truck, the SCORE Defendants deployed no one and nothing to check. On information and belief, no SCORE official, marshal, or security officer verified the credential, band, or authorization of any person occupying the driver's seat of a competition vehicle in the contingency line at the location of the incident.

129. The SCORE Defendants promoted the 2024 Baja 1000 contingency event to the general public as a fan-friendly event open to the public, thereby inducing members of the public — including Plaintiffs and the Decedents — to attend and to stand in close proximity to the competition vehicles, while providing no barrier, separation, or protection.

130. The SCORE Defendants' own published Spectator Safety Guidelines instruct spectators to "[s]tay at least 100 feet (30 meters) from the course at all times," never to walk beside or across the course, never to turn their backs to it, not to stand or sit "in areas with no means of escape," and to stay behind protective areas such as a vehicle, rock outcropping, or hill, and instruct that children must never be allowed to play within 100 feet of the course. At the contingency event, by contrast, the SCORE Defendants invited the public to stand within feet or inches of the same vehicles, in a single lane between the vehicles and a wall of vendor displays, with no means of escape.

**D. The Trophy Truck**

131. One of the vehicles entered in the 2024 SCORE Baja 1000 was the No. 79 Trophy Truck — an orange, four-seat, unlimited-class competition vehicle titled to FUN BOY, LLC as a 2010 Tatum, serial number A1XCMN2VHA1600202, bearing race number 79 and assigned SCORE inspection number 3164 (the "Trophy Truck").

132. The official SCORE entry list for the 2024 Baja 1000 lists the No. 79 Trophy Truck entry with RUSSELL BUEHLER of Kansas City, Missouri as its Driver of Record, with TJ Flores, Neil Buehler, Miles Wyatt, and Brad Clawson as its registered team members. Gómez Ríos does not appear on the entry list as a driver, co-driver, or team member of the No. 79 entry or of any other entry.

133. A trophy truck is a purpose-built, unlimited-class off-road racing vehicle. It is among the most powerful competition vehicles in motorsport, is capable of extreme acceleration, weighs several thousand pounds, and is not street-legal. In the hands of an untrained or unauthorized operator, and among a crowd of pedestrians standing inches away, it is a dangerous instrumentality.

134. The Buehler Defendants owned, controlled, maintained, transported, entered, and campaigned the Trophy Truck, and registered it to participate in the 2024 SCORE Baja 1000.

135. On information and belief, Defendant THOMAS JAY FLORES was retained by one or more of the Buehler Defendants to design, build, service, and maintain the Trophy Truck, including its braking system and all component parts thereof, in the period immediately preceding the 2024 SCORE Baja 1000.

**E. The Collision**

136. On or about November 14, 2024, Decedent JAMES FRED GOFF, Decedent ESTEBAN VELAZQUEZ, and Plaintiffs ESTEBAN VELAZQUEZ II, DAN BOUCHARD, JASON COLLINS, and DARREN WEBSTER were in Ensenada, Baja California, Mexico, attending the contingency event as members of the invited public.

137. Each was standing lawfully alongside the vehicle procession, in a location where the SCORE Defendants permitted, encouraged, and invited members of the public to stand.

138. Gómez Ríos occupied and began to operate the Trophy Truck, and entered the contingency line on Calle Rotario.

139. On information and belief, Gómez Ríos was not a registered driver of record for the Trophy Truck, was not listed on the SCORE entry list as a driver of that vehicle, and was not banded, waiver-signed, or otherwise authorized under SCORE's published rules to operate a vehicle in the contingency line.

140. While in the contingency line on Calle Rotario, approximately ten meters south of the intersection with Boulevard Las Dunas, Gómez Ríos caused the Trophy Truck—in the words of an eyewitness vendor interviewed by police at the scene—to "accelerate too fast and on several occasions," and then "went straight ahead," struck Decedent JAMES FRED GOFF directly with the front of the Trophy Truck, and "continued accelerating" into the vehicles ahead.

141. At the same time, the Trophy Truck struck the rear of the stationary vehicle immediately ahead of it in the line, race No. 1018, with great force, driving it forward into the rear of the next stationary vehicle, race No. 1685, which was in turn propelled forward

into Plaintiff DARREN WEBSTER from behind and into the right side of Decedent ESTEBAN VELAZQUEZ, beside whom Plaintiffs ESTEBAN VELAZQUEZ II and JASON COLLINS were standing. The owner of No. 1685, a local Ensenada business owner, was also injured.

142. The Ensenada municipal police accident report identifies the Trophy Truck as the vehicle responsible for the incident and found that its operator "accelerated, driving dangerously and recklessly, losing control of his vehicle," in violation of Article 237, section 8, of the traffic regulations in force in the Municipality of Ensenada. Gómez Ríos was formally charged by the Baja California prosecutor with negligent homicide, negligent injury, and negligent damage to property arising from the incident.

143. Decedent JAMES FRED GOFF, Decedent ESTEBAN VELAZQUEZ, and Plaintiffs ESTEBAN VELAZQUEZ II, DAN BOUCHARD, JASON COLLINS, and DARREN WEBSTER were each struck, pinned, or crushed by one or more of the vehicles involved, as a direct and proximate result of the force of the initial impact and the resulting chain of collisions.

144. Decedents JAMES FRED GOFF and ESTEBAN VELAZQUEZ sustained fatal injuries and died.

145. Plaintiffs ESTEBAN VELAZQUEZ II, DAN BOUCHARD, JASON COLLINS, and DARREN WEBSTER each sustained serious bodily injuries. Plaintiff DARREN WEBSTER was hospitalized in intensive care at Hospital Velmar in Ensenada, intubated and sedated, with external fixators on both hips and on his left hand, before being transferred to the United States for further treatment.

146. Mexican authorities arrested Gómez Ríos following the incident, and on information and belief a criminal proceeding arising from this incident remains pending in Baja California, Mexico.

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**F. The Negligence of Gómez Ríos**

147. Gómez Ríos owed Plaintiffs and the Decedents a duty to exercise reasonable care in the operation of the Trophy Truck, including a duty to maintain control of it, to keep a proper lookout, to operate it at a safe speed under the circumstances, and to refrain from operating it at all if he was not competent or authorized to do so.

148. Gómez Ríos breached that duty in one or more of the following respects:

a. he occupied and operated a high-powered competition vehicle that he was not licensed, trained, or authorized to operate;

b. he operated the Trophy Truck in the immediate presence of a dense crowd of pedestrians standing within feet or inches of the vehicle;

c. he revved the engine of the Trophy Truck without justification and when it was unsafe to do so;

d. he accelerated the Trophy Truck without justification and when it was unsafe to do so;

e. he failed to maintain control of the Trophy Truck;

f. he failed to keep a proper lookout for pedestrians, vehicles, and obstacles;

g. he failed to maintain a safe distance from the vehicle ahead of him;

h. he failed to brake timely and appropriately;

i. he failed to take appropriate evasive action; and/or

j. he otherwise operated a motor vehicle in a careless and reckless manner.

149. The negligence of Gómez Ríos was a substantial factor in causing the injuries and deaths alleged herein, and his negligence is imputed to the Buehler Defendants as alleged in the Fifth Cause of Action.

150. The operation of the Trophy Truck by Gómez Ríos "dangerously and recklessly," as found by the Ensenada municipal police, violated Article 237, section 8, of the traffic regulations of the Municipality of Ensenada, a regulation of a public entity within the meaning of Evidence Code section 669. Plaintiffs and the Decedents were within the class

of persons the regulation was intended to protect, and their injuries and deaths were of the kind it was intended to prevent. That violation gives rise to a presumption of negligence on the part of Gómez Ríos, which is imputed to the Buehler Defendants as alleged in the Fifth Cause of Action.

**G. How Gómez Ríos Came to Be Behind the Wheel**

151. Plaintiffs do not presently know, and cannot know without discovery, precisely how Gómez Ríos came to occupy and operate the Trophy Truck. Plaintiffs therefore plead the following alternative factual scenarios, each of which independently establishes the Buehler Defendants' liability for the negligence of Gómez Ríos.

152. First alternative — direct entrustment. On information and belief, one or more of the Buehler Defendants permitted, authorized, directed, or entrusted Gómez Ríos, either explicitly or implicitly, to occupy and operate the Trophy Truck in the contingency line.

153. Second alternative — entrustment by an agent. On information and belief, an employee, agent, servant, or independent contractor of one or more of the Buehler Defendants, whose identity is presently unknown to Plaintiffs and who is sued herein as one of DOES 1 through 50 (the "Entrusting Agent"), permitted, authorized, directed, or entrusted Gómez Ríos, either explicitly or implicitly, to occupy and operate the Trophy Truck in the contingency line, while acting within the course and scope of that employment, agency, or engagement and in furtherance of the Buehler Defendants' racing operation.

154. Third alternative — failure to secure. On information and belief, the Buehler Defendants, personally or through their employees, agents, servants, or independent contractors, left the Trophy Truck unattended, unsecured, running or capable of being started, and accessible in the midst of a dense crowd of pedestrians, such that Gómez Ríos was able to occupy and operate it.

155. According to the sworn statements that Defendant FLORES and Defendant RUSSELL DEAN BUEHLER gave to the Baja California prosecutor—accounts that Plaintiffs do not concede to be true, and which are self-serving and in material respects

inconsistent with one another—at approximately 9:00 to 9:30 a.m. on November 14, 2024, FLORES "left the vehicle parked on the street with the engine off" at Calle Rotario and Boulevard Las Dunas, and he and BUEHLER went into the Riviera to register it; when they returned at approximately 10:30 a.m., the Trophy Truck was gone; and a team member whom FLORES described as "the third driver of the vehicle" told FLORES that "Lalo" (Gómez Ríos) had taken it. FLORES described Gómez Ríos as "an acquaintance of a member of the team," while BUEHLER described him as a race volunteer whom BUEHLER had met the day before. Plaintiffs plead the alternative scenarios set forth above precisely because the facts of how Gómez Ríos came to be in the vehicle cannot be concluded without discovery.

156. FLORES further stated that the Trophy Truck, once started by flipping a switch and pressing a start button, "automatically moves forward at minimum speed without the need to press the accelerator," so that the brake must be applied to keep it from moving; that "only people who are familiar with how these types of vehicles work know how the braking system works;" and that for that reason he does "not let anyone move the vehicle."

157. The Buehler Defendants thus left a self-propelling, unlimited-class competition vehicle—one whose own mechanic would not let anyone else move—parked on a public street in the contingency crowd, capable of being started by a switch and a button, unattended by any person responsible for it, for approximately one hour, while a person known to at least one member of the team took it and drove it into the line.

158. On information and belief, at the time Gómez Ríos was permitted to occupy and operate the Trophy Truck, or at the time it was left accessible to him, he was not licensed or credentialed to operate a competition vehicle, untrained in its operation, unauthorized under SCORE's rules to operate it, and otherwise incompetent and unfit to operate a high-powered competition vehicle in the midst of a pedestrian crowd. That incompetence and unfitness was known or, in the exercise of reasonable care, should have been known to the Buehler Defendants and to the person who entrusted the vehicle to him. According to the prosecution file, Gómez Ríos carried no identification of any kind at the time of the incident.

159. Alternatively, on information and belief, the Trophy Truck's braking system and/or throttle system mechanically failed, malfunctioned, and/or was inadequate at the time Gómez Ríos occupied and operated the Trophy Truck. FLORES stated that after the incident Gómez Ríos told him that "the brakes hadn't worked," and that on examining the vehicle FLORES "realized that the brakes were broken." FLORES further stated that in the Trophy Truck "the accelerator and the brake … are very close together because those cars are driven with two feet," such that a driver unfamiliar with the vehicle could press the accelerator while attempting to brake.

**H. Plaintiffs Did Not Assume the Risk**

160. Plaintiffs and the Decedents were attending the contingency event as fans, spectators, or members of the public whom the SCORE Defendants had invited and encouraged to attend. At the time of the incident in question, none of them were operating, riding in, escorting, servicing, or presenting any vehicle in the contingency line, sponsor, or vendor display, or performing any function in connection with the event. The vehicles participating in the contingency event were not actively racing; the event was a slow-roll inspection and promotional procession. The risk of being killed by a competition vehicle accelerating into a crowd of pedestrians is not a risk inherent in observing a stationary or slow-moving inspection line.

161. The harm that befell Plaintiffs and the Decedents did not arise from any inherent risk of the activity in which they were engaged. It arose from the Defendants' failure to separate the public from the vehicles, from the operation of a competition vehicle by an unauthorized person, and from the Defendants' breach of the safety obligations they had assumed by permit, by contract, and by their own published rules. Those failures increased the risk beyond anything inherent in attending a public exhibition.

162. By affirmatively inviting the public to stand within inches of, and walk between, the competition vehicles—in contrast to SCORE's own published guidance instructing spectators to remain 100 feet from the race course—the SCORE Defendants

represented to Plaintiffs and the Decedents that it was safe to do so, and Plaintiffs and the Decedents reasonably relied on that representation.

**I. Injuries and Damages**

163. As a direct and proximate result of the acts and omissions of Defendants alleged herein, Plaintiffs ESTEBAN VELAZQUEZ II, DAN BOUCHARD, JASON COLLINS, and DARREN WEBSTER (the "Injured Plaintiffs") each sustained serious bodily injuries. As a result of those injuries, each of the Injured Plaintiffs has required, and will continue to require in the future, reasonable and necessary medical care and treatment; has incurred, and will continue to incur in the future, reasonable and necessary medical and related expenses; has suffered, and will continue to suffer in the future, loss of earnings and impairment of earning capacity; and has experienced, and will continue to experience in the future, physical pain, mental suffering, emotional distress, disfigurement, physical impairment, inconvenience, anxiety, and loss of enjoyment of life, all in amounts to be proven at trial.

164. As a direct and proximate result of the same acts and omissions, Decedents JAMES FRED GOFF and ESTEBAN VELAZQUEZ sustained fatal injuries and died on November 14, 2024. Before their deaths, each Decedent incurred economic losses, including reasonable and necessary expenses for emergency medical care and transport, which are recoverable by their estates under Code of Civil Procedure section 377.34.

165. As a direct and proximate result of the deaths of the Decedents, the Goff Plaintiffs and Plaintiff ESTEBAN VELAZQUEZ II (collectively, the "Heir Plaintiffs") have forever lost the love, companionship, comfort, care, assistance, protection, affection, society, and moral support of their respective Decedents, and have lost the economic support, inheritance, gifts, and benefits they would have expected to receive from their respective Decedents and the reasonable value of the household services their Decedents would have provided during their lives, all in amounts to be proven at trial. The Heir Plaintiffs have also incurred funeral and burial expenses for their respective Decedents.

166. As a direct and proximate result of the same acts and omissions and of the injuries to Plaintiff DARREN WEBSTER, Plaintiff LISA WEBSTER has suffered the loss of the consortium of her husband, as alleged in the Tenth Cause of Action.

167. The injuries, deaths, and losses alleged in this subsection are referred to collectively herein as the "Injuries and Damages."

## VI. CAUSES OF ACTION

### FIRST CAUSE OF ACTION

**Negligence**

**By All Plaintiffs Against the SCORE DEFENDANTS, the BUEHLER DEFENDANTS, Defendant THOMAS JAY FLORES, Defendant DS MEDIA, LLC, and DOES 1–100**

168. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs as though fully set forth herein.

**A. The SCORE Defendants**

169. The SCORE Defendants and DOES 51 through 100 organized, promoted, controlled, and operated the 2024 Baja 1000 contingency event. They obtained the municipal permit that closed the streets, they contracted for the security, they wrote and published the rules governing who could operate a vehicle in the line, and they invited the public to attend. Having done so, they owed Plaintiffs and the Decedents a duty to exercise reasonable care for their safety.

170. The SCORE Defendants and DOES 51 through 100 owed Plaintiffs and the Decedents a duty to use reasonable care to avoid injury to others and to use the skill and care that a reasonably careful company, promoter, operator, manager, coordinator, or sponsor would have used in the same or similar circumstances. They further owed a duty to Plaintiffs and others to provide proper warnings, instruction, training, security, supervision, operation, management, coordination, and staffing of the contingency event, and guard against such risks, hazards, and dangers that they knew or should have known about, and which they knew were unknown or hidden from Plaintiffs or outside any specialized knowledge they had.

171. The SCORE Defendants and DOES 51 through 100 knew, or in the exercise of reasonable care should have known, that permitting and encouraging members of the public to stand within feet or inches of, or between, unlimited-class competition vehicles created a grave risk of catastrophic injury and death, and that the public would not appreciate the magnitude of that risk. The SCORE Defendants and DOES 51 through 100 further knew, or in the exercise of reasonable care should have known, that Plaintiffs and others would be exposed to risks, hazards, and dangers associated with attending the contingency event as pedestrian attendees, spectators, and/or bystanders that were unknown or hidden to them or outside any specialized knowledge they had.

172. Defendant DS MEDIA, LLC, as the editorial and social-media arm of the SCORE enterprise, composed, edited, published, and disseminated the promotional representations that characterized the contingency event as fan-friendly and open to the public, as alleged above, and in doing so owed Plaintiffs and the Decedents a duty to exercise reasonable care not to induce members of the public to attend the contingency event and to stand in proximity to the competition vehicles without the protections those representations implied. On information and belief, DS MEDIA, LLC breached that duty by disseminating those representations when it knew, or in the exercise of reasonable care should have known, that no barrier, separation, security, or credential verification would be provided at the contingency event.

173. The SCORE Defendants and DOES 51 through 100 breached their duties in one or more of the following respects:

a. they failed to provide any barrier, cone, tape, fence, or other physical separation between the public and the moving competition vehicles;

b. they failed to prevent crowds from forming in the registration and contingency areas, as their municipal permit required;

c. they failed to deploy the private security personnel for which they had contracted, or failed to deploy them where they were needed;

d. they failed to enforce their own published rule limiting operation of vehicles in the contingency line to banded, waiver-signed drivers of record, co-drivers, and essential team members;

e. they failed to implement or enforce any system for verifying the identity or authorization of persons operating vehicles in the contingency line;

f. they failed to designate, construct, or mark safe viewing areas from which the public could observe the vehicles;

g. they failed to erect signage warning the public where it was and was not safe to stand;

h. they failed to warn the public of the danger posed by standing in close proximity to competition vehicles;

i. they affirmatively invited and encouraged the public to stand within feet or inches of the vehicles, contrary to their own published guidance instructing spectators to remain one hundred feet from race vehicles;

j. they promoted the contingency event to the general public as fan-friendly and open to the public while providing none of the protections that such an invitation required;

k. they failed to adopt adequate policies, procedures, and guidelines to protect, guard against, or prevent injury to attendees, spectators, and bystanders; and

l. they otherwise negligently promoted, planned, organized, staged, managed, supervised, directed, and controlled the contingency event.

174. These breaches were a direct and proximate cause of, and a substantial factor in bringing about, the Injuries and Damages alleged in Section V.I above, including the deaths of Decedents JAMES FRED GOFF and ESTEBAN VELAZQUEZ, the serious bodily injuries of the Injured Plaintiffs, the losses sustained by the Heir Plaintiffs, and the loss of consortium sustained by Plaintiff LISA WEBSTER, all in amounts to be proven at trial.

175. The breaches alleged above, individually and in combination, were not a mere failure to exercise ordinary care. They constituted an extreme departure from the ordinary standard of conduct—and from the standard of conduct the SCORE Defendants had themselves defined in their own published rules—amounting to gross negligence, as alleged more fully in Part D of this Cause of Action and in Section VII below.

176. The presumption of negligence under Evidence Code section 669 further applies to the SCORE Defendants. The municipal authorization under which the SCORE Defendants closed the public streets of Ensenada for the contingency event imposed mandatory conditions, including that the SCORE Defendants prevent the formation of crowds in the registration and contingency areas, provide visible closure and physical separation of the roadway including cones and warning tape, and provide private security.

177. The SCORE Defendants violated each of those conditions at the location of the incident.

178. The injuries and deaths suffered by Plaintiffs and the Decedents resulted from an occurrence of the nature that those conditions were designed to prevent — members of the public being struck by competition vehicles in a crowded, unseparated contingency area.

179. Plaintiffs and the Decedents were members of the class of persons for whose protection those conditions were imposed, namely members of the public attending the event.

180. The SCORE Defendants' violation of those conditions therefore creates a presumption of negligence, and those violations were a direct and proximate cause of, and a substantial factor in bringing about, the Injuries and Damages alleged in Section V.I above, including the deaths of Decedents JAMES FRED GOFF and ESTEBAN VELAZQUEZ, the serious bodily injuries of the Injured Plaintiffs, the losses sustained by the Heir Plaintiffs, and the loss of consortium sustained by Plaintiff LISA WEBSTER, all in amounts to be proven at trial.

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**B. The Buehler Defendants**

181. The Buehler Defendants and DOES 1 through 50, as the owners, custodians, and operators of the Trophy Truck, owed Plaintiffs and the Decedents a duty to exercise reasonable care in its custody, security, staging, and operation at the contingency event, including a duty not to introduce an unlimited-class competition vehicle into a crowd of pedestrians without securing it against operation by any person who was not competent to operate it.

182. The Buehler Defendants and DOES 1 through 50 breached that duty by the acts and omissions alleged in Section V.G above and in the Second through Sixth Causes of Action below, each of which is incorporated here by reference, including by permitting, authorizing, or enabling Gómez Ríos to occupy and operate the Trophy Truck, or by leaving it unattended, unsecured, and capable of being started in the midst of the crowd.

183. Further, the negligence of Gómez Ríos in operating the Trophy Truck is presumed under Evidence Code section 669 by reason of his violation of Article 237, section 8 of the Ensenada municipal traffic regulations, as alleged in Section V.F above, and that presumed negligence is imputed to the Buehler Defendants as alleged in the Fifth Cause of Action.

184. The Buehler Defendants' breaches were a direct and proximate cause of, and a substantial factor in bringing about, the Injuries and Damages alleged in Section V.I above, including the deaths of Decedents JAMES FRED GOFF and ESTEBAN VELAZQUEZ, the serious bodily injuries of the Injured Plaintiffs, the losses sustained by the Heir Plaintiffs, and the loss of consortium sustained by Plaintiff LISA WEBSTER, all in amounts to be proven at trial.

**C. Defendant Flores**

185. Defendant FLORES undertook to design, build, service, and maintain the Trophy Truck, including its braking system. Having undertaken that work, he owed a duty to exercise reasonable care, and that duty extended to foreseeable third persons—including

pedestrians and bystanders in the immediate vicinity of the vehicle—who would be endangered if the braking system failed.

186. Defendant FLORES breached that duty in one or more of the following respects:

a. he failed to install brakes in safe working condition on the Trophy Truck;

b. he failed to adequately and appropriately service and repair the brakes on the Trophy Truck;

c. he failed to maintain the brakes on the Trophy Truck in safe working condition;

d. he failed to inspect, test, or verify the adequacy of the braking system before the Trophy Truck was presented at a public event; and

e. he failed to warn the Buehler Defendants, SCORE, or anyone else of the condition of the braking system.

187. To the extent the braking system failed as alleged in the alternative above, the Trophy Truck was unable to be stopped or controlled when it accelerated in the contingency line as a direct and proximate result of Defendant FLORES's negligence, and that negligence was a direct and proximate cause of, and a substantial factor in bringing about, the Injuries and Damages alleged in Section V.I above, including the deaths of Decedents JAMES FRED GOFF and ESTEBAN VELAZQUEZ, the serious bodily injuries of the Injured Plaintiffs, the losses sustained by the Heir Plaintiffs, and the loss of consortium sustained by Plaintiff LISA WEBSTER, all in amounts to be proven at trial.

**D. Gross Negligence**

188. Gross negligence is a want of even scant care, or an extreme departure from the ordinary standard of conduct. The conduct of the SCORE Defendants and the Buehler Defendants alleged herein was of that character. It was not a lapse in the exercise of ordinary care; it was a departure from the very standard of conduct those Defendants had defined for themselves, in writing, before the event. Plaintiffs allege gross negligence not as a cause of

action separate from negligence, but as the degree of negligence established by the facts alleged herein, which bears on the defenses available to Defendants and on the punitive damages sought in Section VII below.

189. The SCORE Defendants were grossly negligent in that, having written and published rules providing that no spectators would be allowed in the tech area and that only banded team members could operate a vehicle in the contingency line; having built and charged for the wristband and credentialing system that gave effect to those rules; having promised the municipal authority barriers, physical separation, and crowd control; having contracted and paid for private security at the precise location; having published guidance instructing the public never to stand within 100 feet of a race vehicle or where there is no means of escape; having fenced the start area on the same street and excluded the public from qualifying at the same event; and having known of at least four prior occasions on which race vehicles struck spectators and bystanders in the streets of Ensenada, one of which was the subject of litigation then pending against them in this Court — they nonetheless admitted the public without restriction to a single lane between moving competition vehicles and a wall of vendor displays, checked no wristbands, deployed no barriers, and verified no one's authority to operate the vehicles beside the crowd, while marketing the event to that crowd as fan-friendly.

190. The Buehler Defendants were grossly negligent in that, having registered the Trophy Truck and designated its drivers of record and team members; having agreed to SCORE's rule that only a banded driver of record, co-driver, or essential team member could operate the vehicle in the contingency line; having four registered, banded team members available to move the vehicle; and knowing that the vehicle was an unlimited-class competition truck capable of accelerating from a standstill with lethal force among pedestrians standing within arm's reach — they nonetheless permitted, authorized, or enabled a person who was not registered, banded, or authorized under SCORE's rules to occupy and

operate it under its own power in that crowd, or left it running, accessible, and/or unsecured so that he could.

191. In the alternative, and to the extent discovery establishes that Defendant FLORES was the person who permitted, authorized, directed, or enabled Gómez Ríos to occupy and operate the Trophy Truck, FLORES's conduct constituted gross negligence for the same reasons, in that he was a registered, banded co-driver of the No. 79 entry who knew the rule and had the means to comply with it.

192. The gross negligence of each of these Defendants was a direct and proximate cause of, and a substantial factor in bringing about, the Injuries and Damages alleged in Section V.I above, including the deaths of Decedents JAMES FRED GOFF and ESTEBAN VELAZQUEZ, the serious bodily injuries of the Injured Plaintiffs, the losses sustained by the Heir Plaintiffs, and the loss of consortium sustained by Plaintiff LISA WEBSTER, all in amounts to be proven at trial, and Plaintiffs are entitled to recover the damages set forth in the Prayer for Relief.

## SECOND CAUSE OF ACTION

### Negligent Entrustment of a Dangerous Instrumentality

***Direct Entrustment***

**By All Plaintiffs Against the BUEHLER DEFENDANTS and DOES 1–50**

193. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs as though fully set forth herein.

194. The Trophy Truck was owned by, in the possession of, and under the control of the Buehler Defendants.

195. The Trophy Truck is a dangerous instrumentality. It is an unlimited-class competition vehicle of extraordinary power and acceleration, weighing thousands of pounds, not street-legal, and capable of causing catastrophic injury and death if operated by an untrained or unauthorized person, particularly among pedestrians.

196. At all relevant times, the Buehler Defendants and DOES 1 through 50 owed Plaintiffs and others a duty to use due care in the ownership, operation, control, supervision, and management of the Trophy Truck so as to avoid exposing the general public to an unreasonable risk of injury, including a duty not to provide a dangerous instrumentality to an individual whose use of the instrumentality said Defendants knew or should have reasonably known posed a danger to others.

197. On information and belief, The Buehler Defendants and DOES 1 through 50 breached the aforementioned duties by expressly or impliedly permitting, authorizing, directing, and/or entrusting Gómez Ríos to occupy and operate the Trophy Truck in the contingency line when he was unfit or incompetent to do so.

198. At the time of that entrustment, Gómez Ríos was incompetent, unfit, unlicensed, and untrained to operate the Trophy Truck; was not banded or otherwise authorized under SCORE's published rules to operate any vehicle in the contingency line; and was in particular unfit to operate the Trophy Truck in the midst of a pedestrian crowd.

199. The Buehler Defendants and DOES 1 through 50 knew, or in the exercise of reasonable care should have known, of Gómez Ríos's incompetence and unfitness. Among other things, they knew or should have known that he was not a registered driver of record for the vehicle, that he was not banded or waiver-signed as SCORE's published rules required, and that he was not an authorized member of the team permitted to operate a vehicle in the contingency line.

200. The Buehler Defendants' negligent entrustment of the Trophy Truck to Gómez Ríos created a particular risk of harm to Plaintiffs and others and was a breach of the foregoing duties and was a direct and proximate cause of, and a substantial factor in bringing about, the Injuries and Damages alleged in Section V.I above, including the deaths of Decedents JAMES FRED GOFF and ESTEBAN VELAZQUEZ, the serious bodily injuries of the Injured Plaintiffs, the losses sustained by the Heir Plaintiffs, and the loss of consortium sustained by Plaintiff LISA WEBSTER, all in amounts to be proven at trial.

## THIRD CAUSE OF ACTION

**Negligent Entrustment of a Dangerous Instrumentality — Entrustment by an Agent, Employee, or Contractor**

**By All Plaintiffs Against the BUEHLER DEFENDANTS and DOES 1–50**

201. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs as though fully set forth herein.

202. If the Buehler Defendants did not personally entrust the Trophy Truck to Gómez Ríos, then on information and belief an employee, agent, servant, or independent contractor of one or more of the Buehler Defendants—whose identity is presently unknown to Plaintiffs and who is sued herein as one of DOES 1 through 50 (the Entrusting Agent) — permitted, authorized, directed, or entrusted Gómez Ríos to occupy and operate the Trophy Truck.

203. The Entrusting Agent had possession of, control over, or authority with respect to the Trophy Truck sufficient to permit another person to operate it, and that possession, control, or authority was conferred upon the Entrusting Agent by the Buehler Defendants.

204. The Entrusting Agent, and the Buehler Defendants acting through the Entrusting Agent, owed Plaintiffs and others a duty to use due care in the operation, control, supervision, and management of the Trophy Truck so as to avoid exposing the general public to an unreasonable risk of injury, including a duty not to permit a dangerous instrumentality to be operated by an individual whose use of it they knew or reasonably should have known posed a danger to others.

205. At the time of that entrustment, Gómez Ríos was incompetent, unfit, unlicensed, and untrained to operate the Trophy Truck, and was not banded or otherwise authorized under SCORE's published rules to operate any vehicle in the contingency line. The Entrusting Agent knew, or in the exercise of reasonable care should have known, of that incompetence and unfitness. The Entrusting Agent breached the foregoing duty by

nonetheless permitting, authorizing, directing, or entrusting Gómez Ríos to occupy and operate the Trophy Truck in the midst of a pedestrian crowd.

206. The Entrusting Agent's negligent entrustment of the Trophy Truck to Gómez Ríos was a direct and proximate cause of, and a substantial factor in bringing about, the Injuries and Damages alleged in Section V.I above, including the deaths of Decedents JAMES FRED GOFF and ESTEBAN VELAZQUEZ, the serious bodily injuries of the Injured Plaintiffs, the losses sustained by the Heir Plaintiffs, and the loss of consortium sustained by Plaintiff LISA WEBSTER, all in amounts to be proven at trial.

207. The Entrusting Agent was acting within the course and scope of his or her employment, agency, or engagement with the Buehler Defendants, and in furtherance of the Buehler Defendants' racing operation, at the time of the entrustment. Deciding who may sit in and operate the team's competition vehicle at a team event is conduct of the kind the Entrusting Agent was engaged to perform, occurred within the time and space limits of that engagement, and was undertaken at least in part to serve the Buehler Defendants' interests in presenting the Trophy Truck at the contingency event.

208. The Buehler Defendants are therefore vicariously liable for the Entrusting Agent's negligent entrustment under the doctrine of respondeat superior, and alternatively under each of the theories set forth in the Fifth Cause of Action.

## FOURTH CAUSE OF ACTION

### Negligence — Failure to Secure a Dangerous Instrumentality

### By All Plaintiffs Against the BUEHLER DEFENDANTS and DOES 1–50

209. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs as though fully set forth herein.

210. An owner and custodian of a dangerous instrumentality owes a duty of reasonable care to secure it against foreseeable unauthorized use, and that duty is at its highest where the instrumentality is placed in the midst of a dense crowd of pedestrians. The

Buehler Defendants and DOES 1 through 50, as the owners and custodians of the Trophy Truck, owed that duty to Plaintiffs and the Decedents.

211. The Buehler Motorsports Trophy Truck was brought into the contingency line flanked on both sides by rows of spectators, vendors, and bystanders standing within feet or inches of the vehicles. The presence of that crowd was known to them and was the entire purpose of the event.

212. If Gómez Ríos was not authorized by the Buehler Defendants or by their Entrusting Agent to occupy and operate the Trophy Truck, then on information and belief the Buehler Defendants, personally or through their employees, agents, servants, or independent contractors, breached that duty by negligently leaving the Trophy Truck unattended, unsecured, and accessible — with its ignition unsecured, its keys available, or its starting system otherwise operable — in the midst of that crowd.

213. It was entirely foreseeable that an unauthorized person would occupy and attempt to operate a competition vehicle left unattended and unsecured in a crowded public exhibition, and that catastrophic harm to nearby pedestrians would result.

214. The Buehler Defendants' failure to secure the Trophy Truck was a direct and proximate cause of, and a substantial factor in bringing about, the Injuries and Damages alleged in Section V.I above, including the deaths of Decedents JAMES FRED GOFF and ESTEBAN VELAZQUEZ, the serious bodily injuries of the Injured Plaintiffs, the losses sustained by the Heir Plaintiffs, and the loss of consortium sustained by Plaintiff LISA WEBSTER, all in amounts to be proven at trial.

215. The Buehler Defendants' conduct alleged in this and the preceding Causes of Action — permitting a person who was not registered, banded, or authorized under SCORE's rules to occupy and operate an unlimited-class competition vehicle under its own power in the midst of a pedestrian crowd, or leaving it accessible to him — was an extreme departure from the ordinary standard of conduct amounting to gross negligence, as alleged more fully in Part D of the First Cause of Action and in Section VII below.

## FIFTH CAUSE OF ACTION

**Vicarious Liability — Respondeat Superior, Non-Delegable Duty,**

***Peculiar Risk, and Retained Control***

**By All Plaintiffs Against the BUEHLER DEFENDANTS and DOES 1–50**

216. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs as though fully set forth herein.

217. This cause of action alleges the several independent bases on which the Buehler Defendants are answerable for the negligent acts and omissions of Gómez Ríos, Defendant FLORES, and the Entrusting Agent, whether those persons are ultimately determined to have been employees, agents, or independent contractors. Plaintiffs plead these bases in the alternative and cumulatively.

**A. Respondeat Superior — Employment or Agency**

218. On information and belief, Gómez Ríos, FLORES, and the Entrusting Agent, or one or more of them, were employees, agents, servants, or apparent agents of one or more of the Buehler Defendants, acting within the course and scope of that employment or agency at all relevant times. Their negligence is therefore imputed to the Buehler Defendants under the doctrine of respondeat superior and Civil Code section 2338.

219. In determining employment or agency status, the right to control the manner and means of the work is the principal consideration, and the Buehler Defendants possessed and exercised that right with respect to the preparation, presentation, staging, and operation of the Trophy Truck at the 2024 SCORE Baja 1000.

**B. Non-Delegable Duty**

220. In the alternative, if Gómez Ríos, FLORES, or the Entrusting Agent is determined to have been an independent contractor rather than an employee, the Buehler Defendants remain liable because the duties at issue are non-delegable.

221. The owner of a motor vehicle owes a non-delegable duty to maintain the vehicle's braking system in safe working order, and may not escape liability for a failure of

that system by delegating the maintenance work to an independent contractor. That duty runs to members of the public foreseeably endangered by a brake failure.

222. The Buehler Defendants further owed a non-delegable duty to exercise due care with respect to the custody, security, and operation of a dangerous instrumentality that they voluntarily introduced into a crowd of pedestrians, and with respect to compliance with the safety rules governing the event in which they had elected to participate.

223. The limitations that California law places on the non-delegable duty doctrine in actions brought by a contractor's own employees have no application here. Plaintiffs are third parties and bystanders, not employees of any contractor, and are not covered by any workers' compensation scheme with respect to this incident. As to third parties and bystanders, the non-delegable duty doctrine applies in full.

**C. Peculiar Risk**

224. In the further alternative, one who hires an independent contractor to perform work that the hirer should recognize as likely to create a peculiar risk of physical harm to others unless special precautions are taken is subject to liability for physical harm caused to third persons and bystanders by the contractor's failure to take such precautions.

225. The preparation, custody, staging, and operation of an unlimited-class competition vehicle in a slow-roll procession flanked on both sides by pedestrians standing within inches of the vehicle is work involving a special, recognizable danger arising out of the work itself. The Buehler Defendants should have recognized that it was likely to create a peculiar risk of physical harm to bystanders unless special precautions — securing the vehicle, restricting who could operate it, verifying operator authorization, and maintaining the braking system — were taken.

226. Those precautions were not taken, and Plaintiffs and the Decedents — who are third parties and bystanders, not employees of any contractor — were harmed as a result.

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**D. Retained Control**

227. In the further alternative, the Buehler Defendants retained control over the manner and performance of the work of preparing, staging, and presenting the Trophy Truck at the contingency event, including control over who was permitted to occupy and operate the vehicle, and failed to exercise that retained control with reasonable care. Where a hirer retains such control and fails to exercise it with reasonable care, it is liable for resulting injuries to third parties.

**E. Negligent Selection**

228. In the further alternative, the Buehler Defendants were negligent in selecting, retaining, and engaging Gómez Ríos, FLORES, and the Entrusting Agent to perform work in connection with the Trophy Truck, as more fully alleged in the Sixth Cause of Action.

229. Each of the foregoing bases of liability was a direct and proximate cause of, and a substantial factor in bringing about, the Injuries and Damages alleged in Section V.I above, including the deaths of Decedents JAMES FRED GOFF and ESTEBAN VELAZQUEZ, the serious bodily injuries of the Injured Plaintiffs, the losses sustained by the Heir Plaintiffs, and the loss of consortium sustained by Plaintiff LISA WEBSTER, all in amounts to be proven at trial.

## SIXTH CAUSE OF ACTION

### Negligent Hiring, Retention, Training, and Supervision

### By All Plaintiffs Against the BUEHLER DEFENDANTS, the SCORE DEFENDANTS, and DOES 1–100

230. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs as though fully set forth herein.

231. The Buehler Defendants and DOES 1 through 100 owed a duty to exercise reasonable care in the hiring, engagement, training, retention, and supervision of the persons—whether employees, agents, or independent contractors—whom they permitted to

prepare, maintain, occupy, operate, and/or maintain custody of the Trophy Truck, including Gómez Ríos, Defendant FLORES, and the Entrusting Agent.

232. The Buehler Defendants and DOES 1 through 100 breached that duty when, on information and belief, they engaged or retained persons who were unfit or incompetent to perform the work for which they were engaged; they failed to train those persons regarding the security and operation of the Trophy Truck and the rules governing the contingency event; they failed to supervise the custody of the Trophy Truck at a crowded public event; and they failed to implement any system for verifying that a person occupying the driver's seat of the Trophy Truck was authorized to be there.

233. The SCORE Defendants and DOES 1 through 100 owed a duty to exercise reasonable care in the selection, training, supervision, and staffing of the personnel and contractors responsible for security, crowd control, and vehicle marshalling at the contingency event, including the private security contractor they engaged.

234. The SCORE Defendants and DOES 1 through 100 breached that duty by failing to deploy, supervise, or direct security personnel adequate to separate the public from the moving competition vehicles, and by failing to staff or supervise any process for verifying that persons operating vehicles in the contingency line were banded, waiver-signed, and authorized under SCORE's own rules.

235. These breaches were a direct and proximate cause of, and a substantial factor in bringing about, the Injuries and Damages alleged in Section V.I above, including the deaths of Decedents JAMES FRED GOFF and ESTEBAN VELAZQUEZ, the serious bodily injuries of the Injured Plaintiffs, the losses sustained by the Heir Plaintiffs, and the loss of consortium sustained by Plaintiff LISA WEBSTER, all in amounts to be proven at trial.

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## SEVENTH CAUSE OF ACTION

**Negligence and Negligent Undertaking**

**By All Plaintiffs Against the SPONSOR DEFENDANTS and DOES 101–150**

236. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs as though fully set forth herein.

237. Independently of any undertaking, every person is responsible for an injury occasioned to another by his or her want of ordinary care in the management of his or her property and in the conduct of his or her activities. Each Sponsor Defendant that erected, staffed, and operated a display on contingency row engaged in affirmative conduct that drew members of the public, including Plaintiffs and the Decedents, into the immediate vicinity of moving competition vehicles, and therefore owed Plaintiffs and the Decedents a duty to exercise reasonable care in the conduct of that activity.

238. Each such Sponsor Defendant further exercised control over the portion of the event premises that its display occupied and the pedestrian area it staffed, and invited the public into that area for its own commercial benefit. One who controls premises and invites the public onto them for a business purpose owes those invitees a duty to exercise reasonable care to protect them from dangerous conditions of which it knows or should know, including a danger on immediately adjacent property to which its own use of the premises exposes them.

239. Each Sponsor Defendant, whether or not it maintained a display, marketed its goods and services in and through the contingency event as alleged above, and in so doing encouraged and invited members of the public, including Plaintiffs and the Decedents, to attend the contingency event and to approach the competition vehicles on which its products and marks were displayed, in the expectation that they would see and recognize those goods and services. One who, for its own commercial benefit, encourages and invites the public to attend an event and to approach a known hazard within it owes those it has invited a duty to

exercise reasonable care not to expose them to an unreasonable risk of harm from that hazard, including by taking reasonable steps, within its power, to see that the hazard is controlled.

240. On information and belief, Defendant BFGoodrich undertook operational and safety-related responsibilities in connection with the 2024 SCORE Baja 1000 that went beyond mere advertising and branding, including the BFGoodrich Pit Support program, course mapping, and a radio relay and communications network, and, on information and belief, its own presence on contingency row. On information and belief, the Sponsor Defendants that maintained arches, canopies, flags, or displays on contingency row likewise undertook operational responsibilities in connection with the contingency event that went beyond mere advertising and branding.

241. On information and belief, the Sponsor Defendants positioned and operated booths, kiosks, and product displays along both sides of the contingency route, and in doing so undertook to control the placement, flow, and management of the members of the public whom those displays drew into the immediate vicinity of the competition vehicles. Defendant KATANA RACING, INC. maintained a canopy product display on the contingency route at the location where the incident occurred, which drew members of the public, including Plaintiffs and the Decedents, into the immediate vicinity of the competition vehicles.

242. Each Sponsor Defendant created the circumstances alleged above for its own economic benefit: it placed its products, structures, and marks along a lane of moving competition vehicles, and it drew the public to them, so that the public would see and buy what it sells. Each Sponsor Defendant knew, or should have known, that in doing so it was putting people within reach of unlimited-class race vehicles. Having created that circumstance and profited from it, each Sponsor Defendant and DOES 101 through 150 owed Plaintiffs and the Decedents a duty to exercise reasonable care to protect them from that danger. The responsibilities each Sponsor Defendant undertook in doing so were of a kind it should have recognized as necessary for the protection of the public, and each assumed a duty to perform them with reasonable care.

243. The recognition of these duties is consistent with the considerations California courts apply in defining the scope of duty. The harm—a competition vehicle striking pedestrians gathered beside it—was the foreseeable and, as the prior Ensenada incidents alleged above demonstrate, the foreseen consequence of gathering the public at arm's length from such vehicles. The connection between the Sponsor Defendants' conduct and the injury was direct: their displays gathered the crowd into which the Trophy Truck accelerated. The moral blame attaching to their conduct is substantial, because the Sponsor Defendants profited from the public's proximity to the vehicles while doing nothing to protect the public from it. The policy of preventing future harm is served, because the sponsors who fund and populate contingency row are positioned to require that it be made safe. And the burden of reasonable precaution—a barrier, a rope line, a marked setback, an instruction to staff and patrons, or a request to the SCORE Defendants—was trivial in relation to the risk.

244. The Sponsor Defendants and DOES 101 through 150 breached those duties and failed to exercise reasonable care in one or more of the following respects:

a. positioning, erecting, and operating product displays, branded structures, flags, and signage within feet of, and over, the lane in which competition vehicles moved, without any barrier, rope, cone, marking, or setback between the display and the lane;

b. drawing and gathering members of the public, including Plaintiffs and the Decedents, into the space between their displays and the moving vehicles;

c. failing to instruct their own personnel, or the members of the public they gathered, to keep out of the vehicle lane or to maintain any distance from the vehicles;

d. failing to request that the SCORE Defendants separate the public from the vehicle lane, deploy the private security the SCORE Defendants had contracted for, or enforce the SCORE Defendants' own spectator guidance;

e. marketing their goods and services in and through the contingency event, and encouraging and inviting the public to attend it and to approach the competition vehicles on which their products and marks were displayed, without taking any step, within their power as the event's sponsors, to see that the public was separated from the moving vehicles;

f. continuing to fund, populate, and profit from a contingency format that they knew, or in the exercise of reasonable care should have known, had placed the public within reach of race vehicles that had struck spectators and bystanders in Ensenada on prior occasions, without conditioning their participation on any change;

g. as to Defendant BFGoodrich, failing to exercise reasonable care in the safety-related operational responsibilities it undertook in connection with the event; and

h. as to Defendant KATANA RACING, INC., maintaining a canopy product display on contingency row at the location of the incident, immediately adjacent to the place where Plaintiffs and the Decedents were struck, that drew Plaintiffs and the Decedents into the immediate path of the Trophy Truck.

245. Those failures increased the risk of harm to Plaintiffs and the Decedents beyond that which would have existed absent the Sponsor Defendants' conduct and undertakings, and Plaintiffs and the Decedents relied upon the Sponsor Defendants' displays and personnel as an indication that the places to which they were drawn were safe to occupy.

246. These failures were a direct and proximate cause of, and a substantial factor in bringing about, the Injuries and Damages alleged in Section V.I above, including the deaths of Decedents JAMES FRED GOFF and ESTEBAN VELAZQUEZ, the serious bodily injuries of the Injured Plaintiffs, the losses sustained by the Heir Plaintiffs, and the loss of consortium sustained by Plaintiff LISA WEBSTER, all in amounts to be proven at trial.

**EIGHTH CAUSE OF ACTION**

**Wrongful Death**

***(Code of Civil Procedure § 377.60)***

**By the GOFF PLAINTIFFS and Plaintiff ESTEBAN VELAZQUEZ II Against All Defendants**

247. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs as though fully set forth herein.

248. The negligent and wrongful acts and omissions alleged in the First through Seventh Causes of Action were a substantial factor in causing the deaths of Decedent JAMES FRED GOFF and Decedent ESTEBAN VELAZQUEZ.

249. The Goff Plaintiffs are all of the heirs of Decedent JAMES FRED GOFF, are entitled to bring this action under Code of Civil Procedure section 377.60(a), and bring it jointly as section 377.60 requires.

250. Plaintiff ESTEBAN VELAZQUEZ II is an heir of Decedent ESTEBAN VELAZQUEZ entitled to bring this action under Code of Civil Procedure section 377.60(a), and brings it on behalf of and for the benefit of all heirs at law.

251. As a direct and proximate result of the negligent and wrongful acts and omissions alleged in the First through Seventh Causes of Action, the Goff Plaintiffs have forever lost the love, companionship, comfort, care, assistance, protection, affection, society, and moral support of Decedent JAMES FRED GOFF, in an amount to be proven at trial.

252. As a direct and proximate result of the negligent and wrongful acts and omissions alleged in the First through Seventh Causes of Action, the Goff Plaintiffs have also lost the economic support, inheritance, gifts, and benefits they would have expected to receive from Decedent JAMES FRED GOFF, the reasonable value of the household services he would have provided during his life, and funeral and burial expenses, in an amount to be proven at trial.

253. As a direct and proximate result of the negligent and wrongful acts and omissions alleged in the First through Seventh Causes of Action, Plaintiff ESTEBAN VELAZQUEZ II has forever lost the love, companionship, comfort, care, assistance, protection, affection, society, and moral support of Decedent ESTEBAN VELAZQUEZ, in an amount to be proven at trial.

254. As a direct and proximate result of the negligent and wrongful acts and omissions alleged in the First through Seventh Causes of Action, Plaintiff ESTEBAN VELAZQUEZ II has also lost the economic support, inheritance, gifts, and benefits he would have expected to receive from Decedent ESTEBAN VELAZQUEZ, the reasonable value of the household services Decedent would have provided during his life, and funeral and burial expenses, in an amount to be proven at trial.

## NINTH CAUSE OF ACTION

**Survival Action**

***(Code of Civil Procedure §§ 377.30, 377.34)***

**By Plaintiffs DUSTIN JOSEPH GOFF and ESTEBAN VELAZQUEZ II, as Successors in Interest, Against All Defendants**

255. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs as though fully set forth herein.

256. Plaintiff DUSTIN JOSEPH GOFF is the successor in interest to Decedent JAMES FRED GOFF, and Plaintiff ESTEBAN VELAZQUEZ II is the successor in interest to Decedent ESTEBAN VELAZQUEZ, within the meaning of Code of Civil Procedure section 377.11, and each of them has filed or will file the declaration required by section 377.32.

257. The causes of action alleged in the First through Seventh Causes of Action accrued to the Decedents before their deaths and survive to their estates under Code of Civil Procedure section 377.20.

258. Decedents JAMES FRED GOFF and ESTEBAN VELAZQUEZ each incurred pre-death economic losses, including reasonable and necessary expenses for emergency medical care and transport, recoverable by their estates under Code of Civil Procedure section 377.34(a), and the acts and omissions alleged in the First through Seventh Causes of Action were a direct and proximate cause of those losses.

## TENTH CAUSE OF ACTION

### Loss of Consortium

### By Plaintiff LISA WEBSTER Against All Defendants

259. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs as though fully set forth herein.

260. At all relevant times, Plaintiff LISA WEBSTER was and is the lawful spouse of Plaintiff DARREN WEBSTER.

261. As a direct and proximate result of the negligent and wrongful acts and omissions alleged herein, Plaintiff DARREN WEBSTER sustained serious bodily injuries.

262. As a direct and proximate result, Plaintiff LISA WEBSTER has lost the love, companionship, comfort, care, assistance, protection, affection, society, moral support, and enjoyment of sexual relations of her husband, in an amount to be proven at trial.

## VII. ALLEGATIONS IN SUPPORT OF PUNITIVE DAMAGES

263. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs as though fully set forth herein.

### A. The Buehler Defendants

264. The conduct of the Buehler Defendants described herein was despicable and was carried on with a willful and conscious disregard of the rights and safety of Plaintiffs and the Decedents, within the meaning of Civil Code section 3294(c)(1).

265. The Buehler Defendants knew what the Trophy Truck was. They built, maintained, transported, and campaigned it. They knew it was an unlimited-class competition

vehicle, that it was not street legal, that it was capable of accelerating from a standstill with sufficient force to kill, and that it had no application outside closed-course competition.

266. The Buehler Defendants knew where they had brought the Trophy Truck. They allowed, explicitly or implicitly, the Trophy Truck to be driven into a contingency line flanked on both sides by known crowds of spectators, vendors, and members of the public standing within feet or inches of the vehicles.

267. The Buehler Defendants knew the rules governing who could operate a vehicle in that line. As a condition of entry they had registered the Trophy Truck and designated its drivers of record, and they had obtained the credentials and identifying bands that SCORE issued for that purpose. They knew that only a banded, waiver-signed driver of record, co-driver, or essential team member was permitted to operate a vehicle in the contingency line, and they knew who among their personnel held that authorization and who did not.

268. With that knowledge, the Buehler Defendants placed a lethal instrumentality within the reach of a person not authorized under SCORE's rules to operate it in the midst of a pedestrian crowd. On information and belief, they did so in one of the following ways, each of which reflects a conscious disregard of the safety of the people standing inches away:

a. One or more of the Buehler Defendants, or a person acting for them, affirmatively permitted Gómez Ríos to occupy and operate the Trophy Truck while knowing that he was not a designated driver of record, was not banded, was not waiver-signed, and was not authorized under the rules the Buehler Defendants had agreed to follow; or

b. The Buehler Defendants left the Trophy Truck unattended, unsecured, and accessible — with its ignition unsecured, its keys available, or its starting system otherwise operable — in the midst of that crowd, knowing that an unlimited-class competition vehicle left in that condition among pedestrians could be occupied and operated by anyone who climbed into it.

269. The Buehler Defendants had no system of any kind for preventing what happened. On information and belief, they maintained no protocol for securing the Trophy Truck when unattended, no procedure for verifying that a person occupying the driver's seat was authorized to be there, and no assignment of responsibility for the vehicle's custody during the contingency event. The absence of any such measure, in a setting the Buehler Defendants knew placed the public within inches of the vehicle, reflects a conscious decision to accept the risk rather than an inadvertent lapse.

270. The risk the Buehler Defendants disregarded was not abstract or remote. It was the obvious and immediate risk that a high-powered competition vehicle, operated by an unauthorized person among pedestrians standing at arm's length, would strike and kill someone. That is precisely what occurred.

271. Defendant RUSSELL DEAN BUEHLER is a natural person and is directly liable for his own conduct as alleged herein. As to Defendants BUEHLER MOTORSPORTS, LLC and FUN BOY, LLC, the acts of oppression and malice alleged herein were committed, authorized, and ratified by RUSSELL DEAN BUEHLER, who is the sole owner, member, manager, and controlling principal of each entity and is therefore an officer, director, and managing agent of each within the meaning of Civil Code section 3294(b). RUSSELL DEAN BUEHLER had advance knowledge of the facts alleged in this section, personally directed the conduct of the racing operation at the contingency event, and acted with conscious disregard of the safety of the public.

**B. The SCORE Defendants**

272. The SCORE Defendants knew the specific danger. Before November 14, 2024, spectators and bystanders had been struck, injured, and killed by competition vehicles at SCORE events in the streets of Ensenada on at least four documented occasions — in 2013, 2015, 2016, and 2018 — as alleged in Section V.A above. The 2018 incident, in which a race vehicle struck a sponsor’s promotional model in a pre-race staging area at the Ensenada start line, was the subject of litigation in this Court against PROMOTE MEXICO, LLC, SCORE

INTERNATIONAL, S. DE R.L. DE C.V., and ROGER NORMAN personally that was pending on November 14, 2024. The hazard that killed Decedents GOFF and VELAZQUEZ was not a novel one that materialized without warning. It was a hazard the SCORE Defendants had already seen and had already been sued over.

273. The SCORE Defendants knew what separation safety required, because they had published it. SCORE's own Spectator Safety Guidelines instruct the public to remain at least 100 feet from race vehicles on the course, never to turn their backs on the vehicles, never to stand where there is no means of escape, and to stay behind protective cover. Those guidelines reflect the SCORE Defendants' institutional judgment, formed over decades of promoting desert racing, that competition vehicles are hazards from which the public must be physically separated. At the contingency event they invited the public to stand within inches of the same vehicles, in a single lane between the vehicles and a wall of vendor displays, with no means of escape.

274. The SCORE Defendants knew a barrier was required, because they had promised one to obtain the permit. As a condition of the municipal authorization that allowed them to close the public streets of Ensenada, the SCORE Defendants represented to the municipal authority that they would prevent crowds from forming in the contingency areas, provide visible closure and physical separation of the roadway including cones and warning tape, and provide private security. They made those representations to obtain the permit, and on information and belief they did not perform them at the location where Plaintiffs and the Decedents were struck.

275. The SCORE Defendants knew security was required, because they had contracted and paid for it. The SCORE Defendants contracted for a minimum of thirty private security guards to be stationed at Boulevard Costero and Club Rotario on November 14 through 16, 2024 — the precise location and dates of the incident — and by that contract retained for their own security and logistics personnel the responsibility to flag and direct

traffic in the event area. On information and belief, those guards were not deployed to separate the crowd from the moving competition vehicles at the location of the incident.

276. The SCORE Defendants knew unauthorized persons must not operate vehicles in the line, because they wrote that rule and charged for the system that enforced it. SCORE's published rules limited operation of a vehicle in the Tech and Contingency line to a banded, waiver-signed driver of record, co-driver, or essential team member. The SCORE Defendants built the credentialing system that gave effect to that rule, required every team and driver to register and pay for it, issued the bands and credentials that were its physical expression, and maintained the records identifying which individuals were authorized to operate each vehicle. Having created and monetized that system, they deployed no one to check it. On information and belief, no SCORE official, marshal, or security officer verified the credential, band, or authorization of any person occupying the driver's seat of a competition vehicle in the contingency line at the location of the incident.

277. The SCORE Defendants knew how to exclude the public and how to fence a staging area, because they did both at the same event. SCORE held the Tuesday qualifying session "at a private venue, with no spectator access allowed," and on race-day morning required all non-participants to remain "outside the fenced starting area" on the same street in front of the RDECC. SCORE's own written rules for Tech Days stated: "No spectators will be allowed." At contingency, the SCORE Defendants chose instead to market the event to the public as "fan-friendly," to admit the public without restriction, to check no wristbands, and to erect no fence.

278. Knowing all of this, the SCORE Defendants invited the public in and told them it was safe. The SCORE Defendants promoted the contingency event to the general public as fan-friendly and open to the public, and disseminated those representations into California and elsewhere. Members of the public who accepted that invitation, including Plaintiffs and the Decedents, had no way to know that the barriers, separation, and security the SCORE

Defendants had promised the municipal authority were absent, or that no one was verifying who sat behind the wheel of the vehicles beside them.

279. The choice was commercial. Each protective measure the SCORE Defendants omitted — barriers, separation, deployed security, credential verification, safe viewing areas, warning signage — would have moved the public farther from the vehicles and diminished the intimacy that made the contingency event valuable to the SCORE Defendants and to the sponsors who paid to display their products along the route. The SCORE Defendants did not fail to appreciate the risk. They accepted it, because a crowd standing inches from the trucks was worth more to them than a crowd standing at a safe distance.

280. Defendant ROGER NORMAN is a natural person and is directly liable for his own conduct as alleged herein. As to SCORE INTERNATIONAL and SCORE SRL, the acts of oppression and malice alleged herein were committed, authorized, and ratified by NORMAN, who owns and controls each entity, exercises complete dominion over their operations, and is therefore an officer, director, or managing agent of each within the meaning of Civil Code section 3294(b). On information and belief, NORMAN had advance knowledge of the prior incidents alleged above, directed the promotion and staging of the contingency event, and acted with conscious disregard of the safety of the public he invited to it. The conduct was further committed, authorized, and ratified by other officers, directors, and managing agents of those entities, including the President/Race Director who executed the 2024 municipal event permit and the private-security services contract on the enterprise's behalf, and the Vice President of Marketing & Sales and Contingency Director who administered the Contingency Program and the staging of contingency row.

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## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

1. For general damages according to proof;
2. For special damages according to proof, including past and future medical and related expenses, past and future loss of earnings and earning capacity, funeral and burial expenses, and the pre-death economic losses of the Decedents recoverable under Code of Civil Procedure section 377.34;
3. For wrongful death damages, economic and noneconomic, according to proof;
4. For damages for loss of consortium sustained by Plaintiff LISA WEBSTER, according to proof;
5. For exemplary and punitive damages as to Defendants ROGER NORMAN, SCORE INTERNATIONAL, SCORE SRL, RUSSELL DEAN BUEHLER, BUEHLER MOTORSPORTS, LLC, and FUN BOY, LLC, pursuant to Civil Code section 3294, according to proof;
6. For prejudgment and post-judgment interest as permitted by law;
7. For costs of suit incurred herein; and
8. For such other and further relief as the Court may deem just and proper.

Dated: October 23, 2026

**ARIAS SANGUINETTI WANG & TEAM LLP**

By: */s/Jamie G. Goldstein, Esq.*
Jamie G. Goldstein, Esq.

**WALTON TELKEN BRAGEE, LLC**

Troy E. Walton (*pro hac vice* forthcoming)
Megan A. Crowe (*pro hac vice* forthcoming)

**TORHOERMAN LAW LLC**

Tyler Schneider (*pro hac vice* forthcoming)
Ken Brennan (*pro hac vice* forthcoming)

## DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: October 23, 2026

**ARIAS SANGUINETTI WANG & TEAM LLP**

By: */s/Jamie G. Goldstein, Esq.*
Jamie G. Goldstein, Esq.

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