

**IN THE COURT OF COMMON PLEAS
MAHONING COUNTY
CIVIL DIVISION**

NELSON DE JESUS HERRERA-VASQUEZ,	:	CASE NO:
6135 SW 98th Loop	:	
Ocala, Florida 34476	:	
	:	
Plaintiff,	:	JUDGE:
	:	
v.	:	
	:	PLAINTIFF'S COMPLAINT
TRDB INVESTMENTS, LLC d/b/a QUAKER	:	(Jury Demand Endorsed Hereon)
CITY CONCRETE PRODUCTS,	:	
290 E. Hight Street	:	
Leetonia, Ohio 44431	:	
Please serve Statutory Agent:	:	
Timothy A. Ridzon	:	
1122 Beard Road	:	
New Waterford, Ohio 44445	:	
	:	
and	:	
	:	
RYAN RACH	:	
155 Hood Drive	:	
Canfield, Ohio 44406	:	
	:	
And	:	
	:	
PROGRESSIVE DIRECT INSURANCE CO.	:	
6300 Wilson Mills Road	:	
Mayfield Village, Ohio 44143	:	
Please serve Statutory Agent:	:	
CT CORPORATION SYSTEM	:	
4400 Easton Commons Ste 125	:	
Columbus, Ohio 43219	:	
	:	
Defendants.		

Plaintiff Nelson Herrera-Vasquez, by and through their Counsel, in the above-styled action and hereby files this Complaint against Defendants TRDB Investments, LLC d/b/a

Quaker City Concrete Products, Ryan Rach and Progressive Insurance, showing this Court as follows:

INTRODUCTION

1. This is an action for compensatory damages arising out of a motor vehicle collision that occurred on October 16, 2025, in Mahoning County, Ohio. Defendant Ryan Rach, while operating a commercial motor vehicle owned, leased, maintained, controlled, and/or used by Defendant TRDB Investments, LLC d/b/a Quaker City Concrete Products, struck Plaintiff and caused serious personal injuries.

PARTIES, JURISDICTION, AND VENUE

2. Plaintiff Nelson Herrera-Vasquez is a natural person and a resident of the State of Florida.

3. Defendant TRDB Investments, LLC d/b/a Quaker City Concrete Products is an Ohio limited liability company with its principal office in Leetonia, Ohio and may be served through its statutory agent.

4. Defendant Ryan Rach is, upon information and belief, an individual residing in Canfield, Ohio, and may be served at his last known address.

5. At all times material, Defendant Progressive Insurance was and continues to be a for-profit corporation that transacts business in the State of Ohio. Progressive is incorporated in Ohio and has its principal place of business located in Ohio. Progressive is registered with the Ohio Secretary of State and may be served with process through its registered agent.

6. Venue is proper in this Court under Ohio Civ. R. 3(C)(6) because the acts and omissions complained of occurred in Mahoning County, Ohio.

7. Venue is proper in this Court under Ohio Civ. R.3(C)(1), (2), (3) and/or (4) because one or more of the Defendants reside, transact business, or may be found in this county.

FACTUAL ALLEGATIONS

8. Paragraphs 1 through 7 of Plaintiff's Complaint are hereby re-alleged and incorporated as though fully set out herein.

9. For purposes of this remainder of this Complaint, TRDB Investments LLC will be referred to as "Quaker City".

10. On October 16, 2025, and at all times herein mentioned, Quaker City, individually and/or jointly owned, leased, operated or rented the commercial motor vehicle, a 2007 Mack CV truck, being operated by its driver, Rach.
11. On October 16, 2025, Quaker City was engaged in a business, for profit, and hired drivers and owner/operators, like Rach, to operate its commercial motor vehicle(s) within the United States, including the State of Ohio.
12. On October 16, 2025, and at all times herein mentioned, Quaker City and Rach were motor common carriers engaged in intrastate and interstate commerce. Quaker City, and its driver, Rach, were required to comply with the applicable transportation safety rules and regulations as prescribed by U.S. Department of Transportation and the Ohio Department of Public Safety.
13. On October 16, 2025, and at all times herein mentioned, Rach was an agent and/or employee of Quaker City.
14. On October 16, 2025, and at all times herein mentioned, Rach was acting within the scope of his employment/agency with Quaker City when he operated the commercial motor vehicle involved in the incident that is the subject of this litigation.
15. On October 16, 2025, and at all times herein mentioned, Quaker City permitted Rach to operate the commercial motor vehicle involved in the incident that is the subject of this litigation despite Quaker City's knowledge of Rach's poor driving history.
16. On October 16, 2025, at approximately 12:23 PM, Nelson was operating a blue 2024 Kenworth T680 tractor-trailer and was traveling northbound in the right lane on Ohio State Route 11 (hereinafter referred to as "OH-11"), just past the intersection of Leffingwell Rd. and near milepost 33, in Canfield Township, Mahoning County. At all times relevant herein, Nelson was legally maintaining his lane of traffic.
17. As Nelson was driving, his truck became disabled, prompting him to pull the tractor trailer to the side of the road and get out to inspect the vehicle's malfunction.
18. Nelson dialed 911 while he inspected the vehicle and a marked Ohio State Highway Patrol cruiser responded, positioning itself behind Nelson's tractor trailer with emergency lights activated.
19. At the same day and time, Defendant Rach was driving the Mack truck, owned and operated by Quaker City, and was traveling northbound in the right lane on OH-11, just past the intersection of Leffingwell Rd. and near milepost 33.

20. Despite traffic slowing due to the earlier disabled vehicle and emergency response, Rach failed to stop in time as he approached the scene and violently struck the rear of the patrol vehicle at a high rate of speed, initiating a chain reaction collision.

21. The force of that impact pushed the patrol vehicle forward into the disabled tractor trailer, while the striking truck also contacted the tractor trailer. The tractor trailer was then forced forward and struck Nelson, who was outside his vehicle. After the sequence of impacts, the striking truck continued forward and collided with a bridge rail.

22. The crash resulted in severe injuries and at least one fatality involving the patrol vehicle operator.

23. As a result of the crash on October 16, 2025, caused by Rach, Nelson sustained serious injuries and was transported by medical helicopter to Mercy Health – St. Elizabeth Youngstown. See Herrera-Vasquez – Complete Crash Report, attached Exhibit 1.

24. At all times herein mentioned, Rach’s negligence caused the collision that is the subject of this litigation.

25. As a direct and proximate result of this collision, Nelson suffered severe and disabling injuries.

COUNT ONE

NEGLIGENCE

26. Paragraphs 1 through 25 of Plaintiff’s Complaint are hereby re-alleged and incorporated as though fully set out herein.

27. On October 16, 2025, Rach, who was driving on behalf of and for the benefit of Quaker City, was negligent, careless and reckless in the operation of his vehicle and he had a duty to obey the traffic laws of the State of Ohio.

28. On October 16, 2025, Rach, who was driving on behalf of and for the benefit of Quaker City, was negligent in various acts and omissions and said negligence was the proximate cause of the occurrence in question. These negligent acts include, but are not limited to the following:

- a. Failed to keep a proper and sufficient lookout for traffic on the roadway;
- b. Failed to keep his commercial vehicle in its lane of travel;
- c. Failed to keep his commercial motor vehicle under proper control;

- d. Failed to slow down or stop his commercial motor vehicle to avoid striking Plaintiff's vehicle;
- e. Failed to alter the direction of travel of his commercial motor vehicle to avoid striking the decedent's vehicle;
- f. Operated a commercial motor vehicle at a rate of speed that was greater than reasonable and proper without regard to roadway and traffic conditions;
- g. Failed to yield to oncoming traffic;
- h. Failed to reduce the speed of his commercial motor vehicle to avoid driving off the roadway;
- i. Failed to reduce the speed of his commercial motor vehicle to avoid driving in the opposite lane of travel;
- j. Failed to exercise due care and caution for motorists such as the decedent, on the roadway; and
- k. Otherwise acted in a careless and negligent manner;
- l. Committing other reckless and negligent acts and omissions, as shall be shown by the evidence and proven at trial; and
- m. Failure to comply with the United States Federal Motor Carrier Safety Regulations, including 49 CFR § 392.2.

Each of the foregoing acts of negligence were the proximate cause of the catastrophic mental and physical injuries, extensive pain and suffering of Nelson.

29. Defendant Rach owed Plaintiff a duty to operate his vehicle with ordinary care and in compliance with Ohio traffic laws.

30. Defendant Rach breached that duty by, among other things, failing to maintain an assured clear distance ahead, failing to maintain control of his vehicle, failing to keep a proper lookout and failing to slow or stop to avoid the collision.

31. Defendant Rach's negligence was a direct and proximate cause of the catastrophic mental and physical injuries, extensive pain and suffering of Nelson.

32. Under the doctrine of respondeat superior, Quaker City is liable for Rach's negligence because Rach was acting within the course and scope of his employment or agency at the time of the collision.

33. As a direct and proximate result of Rach's and Quaker City's negligence, Nelson sustained bodily injury and endured significant damages including, but not limited to, physical and mental injuries, incurred medical expenses, past, present, and future pain and suffering, and all other damages as allowed under Ohio law and resulting from this occurrence.

COUNT TWO

NEGLIGENCE PER SE

34. Paragraphs 1 through 32 of Plaintiff's Complaint are hereby re-alleged and incorporated as though fully set out herein.

35. The commercial motor vehicle involved in the October 16, 2025, collision with Nelson Herrera-Vasquez was owned and operated by Quaker City and Rach and was a "commercial motor vehicle" as defined by applicable transportation safety regulations prescribed by the U.S. Department of Transportation and/or Ohio Department of Public Safety.

36. On October 16, 2025, Quaker City and Rach were required to operate said commercial motor vehicle within the applicable transportation safety regulations prescribed by U.S. Department of Transportation and Ohio Department of Public Safety.

37. On October 16, 2025, Quaker City and Rach were required to operate said commercial motor vehicle within the traffic laws prescribed by the laws of Ohio.

38. On October 16, 2025, Quaker City and Rach were required to operate said commercial motor vehicle in compliance with the applicable parts of the Federal Motor Carrier Safety Regulations.

39. Quaker City and Rach were negligent per se in various acts and omissions and said negligence was the proximate cause of the occurrence in question which included, but not is not limited to, the following:

- a. Violating Part 390 of the Federal Motor Carrier Safety Regulations;
- b. Violating Part 391 of the Federal Motor Carrier Safety Regulations;
- c. Violating Part 392 of the Federal Motor Carrier Safety Regulations;
- d. Violating Part 393 of the Federal Motor Carrier Safety Regulations;
- e. Violating Part 395 of the Federal Motor Carrier Safety Regulations;
- f. Violating Part 396 of the Federal Motor Carrier Safety Regulations;

- g. Violating O.R.C. Ann. § 4511.20 of the Ohio Traffic Laws;
- h. Violating O.R.C. Ann. § 4511.213 of the Ohio Traffic Laws; and
- i. O.R.C. Ann. § 4511.34 of the Ohio Traffic Laws

Each of the foregoing acts of negligence were the proximate cause of the were the proximate cause of the collision in question and the serious injuries suffered by Nelson.

40. Nelson sustained serious bodily injuries and damages, which were both actually and proximately caused by Quaker City's and Rach's statutory and regulatory violations, and these statutes are designed to protect drivers on the Ohio roadways, such as Nelson.

41. As a direct and proximate result of Quaker City's and Rach's negligence per se, Nelson endured significant damages including, but not limited to, physical and mental injuries, incurred medical expenses, past, present, and future pain and suffering, and all other damages as allowed under Ohio law.

COUNT THREE

VICARIOUS LIABILITY/RESPONDEAT SUPERIOR

42. Paragraphs 1 through 41 of Plaintiff's Complaint are hereby re-alleged and incorporated as though fully set out herein.

43. At the time of the collision, Rach was an employee, servant and/or agent of Quaker City and was driving a commercial motor vehicle owned, operated, or leased by Quaker City. At the time of the collision, Rach was acting within the course and scope of his employment with Quaker City.

44. Quaker City is a motor carrier engaged in intrastate and/or interstate commerce, and pursuant to federal and state laws, Rach was operating said commercial motor vehicle under the license and authority granted to Defendant Quaker City by the State of Ohio Department of Transportation (ODOT). Under the above-described ODOT license and authority, Quaker City is responsible for the actions of Rach.

45. Accordingly, the negligent acts or omissions of Rach are imputable to Quaker City under respondeat superior and other theories of principal-agent, master/servant and joint enterprise law.

46. Pursuant to respondeat superior, Quaker City is liable for the misconduct and acts of its employees and agents, including, but not limited to Rach as referenced in this Complaint.

47. As a direct and proximate result of one or more of the aforesaid negligent and/or careless acts and/or omissions committed by Quaker City and Rach in the operation and driving of the Quaker City's Mack truck, Nelson sustained serious injuries on October 16, 2025.

48. As a direct result of Defendants' negligence, Nelson endured significant damages including, but not limited to, physical and mental injuries, incurred medical expenses, past, present, and future pain and suffering, and all other damages as allowed under Ohio law.

COUNT FOUR

NEGLIGENT HIRING, ENTRUSTMENT, RETENTION,

SUPERVISION, AND TRAINING

49. Paragraphs 1 through 48 of Plaintiff's Complaint are hereby re-alleged and incorporated as though fully set out herein.

50. Upon information and belief, Quaker City negligently entrusted the commercial motor vehicle to Rach and negligently failed to supervise, train, hire, retain and monitor Rach despite having actual and/or constructive knowledge that Rach was unfit and/or unsafe to operate a commercial motor vehicle, including but not limited to his prior driving record, citation history, safety violations, collisions, license status, and/or other disqualifying or warning information.

51. Quaker City's negligent hiring, entrustment, retention, supervision, and training of Rach were a proximate cause of the collision in question.

52. As a direct result of Quaker City's negligent hiring, entrustment, retention, supervision, and training of Rach, Nelson endured significant damages including, but not limited to, physical and mental injuries, incurred medical expenses, past, present, and future pain and suffering, and all other damages as allowed under Ohio law.

COUNT FIVE

NEGLIGENT INSPECTION, MAINTENANCE, & REPAIR

53. Paragraphs 1 through 52 of Plaintiff's Complaint are hereby re-alleged and incorporated as though fully set out herein.

54. Upon information and belief, Quaker City and/or Rach failed to properly inspect, maintain, and/or repair the commercial truck, including its braking system, tires, steering, lights, or other safety-related components, and those failures contributed to the collision.

55. As a direct result of Quaker City's and Rach's negligence in failing to inspect, maintain, and repair the commercial truck in question, Nelson endured significant damages including, but not limited to, physical and mental injuries, incurred medical expenses, past, present, and future pain and suffering, and all other damages as allowed under Ohio law.

COUNT SIX

BREACH OF CONTRACT/ UM/UIM BENEFITS

56. Paragraphs 1 through 55 of Plaintiff's Complaint are hereby re-alleged and incorporated as though fully set out herein.

57. Progressive issued an automobile insurance policy to Plaintiff, or for Plaintiff's benefit, that provided uninsured and/or underinsured motorist coverage in effect on October 16, 2025.

58. Plaintiff was an insured and/or covered person under the policy.

59. Plaintiff sustained damages arising from the collision, and those damages are covered by the Progressive policy, subject to its terms and applicable state law.

60. Plaintiff has complied with all conditions precedent to recovery under the Progressive policy, or such conditions have been waived, excused or are otherwise satisfied.

61. Progressive is an insurance company organized and existing under the laws of the State of Ohio, doing business in the State of Ohio.

62. On or about October 16, 2025, in Mahoning County, Ohio, Plaintiff was severely injured, as outlined above, in an automobile crash when Defendant Rach negligently operated a motor vehicle, causing a catastrophic collision.

63. At the time of the crash, Plaintiff was an insured and a covered person under an insurance policy from Progressive that provided uninsured and underinsured motorist coverage for him. Plaintiff is not in possession of the policy, but Defendant Progressive possesses the original policy.

64. Plaintiff is entitled to recover damages for his costs, bodily injuries, sickness, lost wages and pain and suffering resulting from the acts of uninsured/underinsured owners or operators of motor vehicles.

65. Plaintiff is entitled to recover damages under the terms of the Progressive policy for his costs incurred.

WHEREFORE, Plaintiff respectfully requests judgment against Defendants, jointly and severally, for:

- A. Compensatory damages in an amount in excess of the jurisdictional minimum of this Court;
- B. Past, present and future general damages, special damages, medical and related expenses;
- C. Damages for Future loss of earnings;
- D. Prejudgment interest as allowed by law;
- E. Reasonable attorneys' fees, costs and expenses;
- F. Punitive damages; and,

Respectfully submitted,

/s/ Fanon A. Rucker
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JURY DEMAND

Plaintiff demands a trial by jury in all issues so triable.

/s/ Fanon A. Rucker, Esq.
Fanon A. Rucker

CERTIFICATE OF SERVICE

Please cause service by certified mail upon Defendants at the addresses above.

/s/ Fanon A. Rucker, Esq.
Fanon A. Rucker
Attorney for Plaintiff