

EXHIBIT 1

FILED
Superior Court Of California,
Sacramento
08/25/2022
Hathorn
By Deputy
Case Number:
34-2022-00325754

Calendared
per

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9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF SACRAMENTO

11 LISA GARCIA,

Case No.:

12 Plaintiff,

COMPLAINT FOR NEGLIGENCE, STRICT
LIABILITY, BREACH OF WARRANTIES

13 v.

14 TOYOTA MOTOR CORPORATION,
TOYOTA MOTOR NORTH AMERICA, INC.,
15 TOYOTA MOTOR SALES, U.S.A., INC.,
TOYOTA MOTOR ENGINEERING &
16 MANUFACTURING NORTH AMERICA,
INC., TOYOTA MOTOR MANUFACTURING,
17 CALIFORNIA, INC., SAMUEL DANA,
DENISE McCARNEY, and
18 DOES 1 through 100, inclusive,

Complaint Filed:
Trial Date:

19 Defendants.
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21 FIRST CAUSE OF ACTION

22 (Negligence)

23 Plaintiff LISA GARCIA complains against Defendants, TOYOTA MOTOR
24 CORPORATION, TOYOTA MOTOR NORTH AMERICA, INC., TOYOTA MOTOR SALES, U.S.A.,
25 INC., TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC.,
26 TOYOTA MOTOR MANUFACTURING, CALIFORNIA, INC., SAMUEL DANA, DENISE
27 McCARNEY, and DOES 1 through 100 and allege as follows:

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1 1. The true names and capacities of Defendants, and each of them, sued herein
2 as DOES 1 through 100, inclusive, are presently unknown to Plaintiff, who therefore sues
3 said Defendants by such fictitious names, pursuant to Code of Civil Procedure §474.
4 Plaintiff is informed and believes and thereon alleges that the fictitiously named
5 Defendants, and each of them, are negligently or in some manner legally responsible to
6 Plaintiff for the events and happenings herein referred to and proximately caused
7 damages to Plaintiff as set forth herein. Plaintiff will seek leave of court to amend this
8 Complaint to insert the true names and capacities of said fictitiously named Defendants,
9 and each of them, when the same have been ascertained.

10 2. Plaintiff is informed and believes and thereon alleges that each of the
11 Defendants was the agent, partner, joint venturer, co-conspirator, lessor, lessee, and/or
12 employee of each of the remaining Defendants, and others named herein as Doe
13 Defendants, and in doing the acts or things alleged herein were acting within the course
14 and scope of said agency, employment and/or other relationship stated herein.

15 3. Plaintiff LISA GARCIA is now, and at all times herein mentioned was, a
16 citizen of and resident of the county of Sacramento, State of California.

17 4. Defendant, TOYOTA MOTOR CORPORATION, is a Japanese Corporation, with
18 its principal place of business in Toyota, Aichi, Japan. Defendant, TOYOTA MOTOR NORTH
19 AMERICA, INC., is a California Corporation with a principal place of business in Plano,
20 Texas. Defendant, TOYOTA MOTOR SALES, U.S.A., INC., is a California Corporation with a
21 principal place of business in Plano, Texas. Defendant, TOYOTA MOTOR ENGINEERING &
22 MANUFACTURING NORTH AMERICA, INC., is a Kentucky Corporation with a principal
23 place of business in Plano, Texas. Defendant, TOYOTA MOTOR MANUFACTURING,
24 CALIFORNIA, INC., is a California Corporation with a principal place of business in Plano,
25 Texas.

26 5. Defendants, TOYOTA MOTOR CORPORATION, TOYOTA MOTOR NORTH
27 AMERICA, INC., TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR ENGINEERING &
28 MANUFACTURING NORTH AMERICA, INC., TOYOTA MOTOR MANUFACTURING,

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1 CALIFORNIA, INC., and DOES 1 through 20, (hereafter "Product Defendants"), are and
2 were engaged in the business of designing, manufacturing, fabricating, assembling,
3 engineering, testing, distributing, servicing, selling and/or installing motor vehicles
4 and/or component parts for motor vehicles, for use by members of the general public. As
5 part of their respective businesses, the Product Defendants designed, manufactured,
6 fabricated, assembled, engineered, tested, distributed, advertised for sale, sold, serviced,
7 and/or installed a 2006 Toyota Highlander (VIN: JTEEP21A860143058) vehicle (hereafter
8 the "subject vehicle") and/or the component parts thereof, including the driver's seat.

9 6. The Product Defendants knew and intended that the subject vehicle would
10 be used by members of the general public without inspection for defects.

11 7. At all times herein mentioned, Defendants, SAMUEL DANA and DENISE
12 McCARNEY, are citizens and residents of, or were doing business within, the County of
13 Sacramento, State of California.

14 8. Defendants, SAMUEL DANA, and/or DOES 21 through 25, were the
15 operators of a 2015 Ford Focus bearing California license number 7ZIW598. Defendants,
16 SAMUEL DANA, DENISE McCARNEY, and/or DOES 3 through 5 were the owners of said
17 vehicle.

18 9. Defendants, DOES 26 through 30, were the agents, employees and/or
19 contractors of Defendants, SAMUEL DANA, DENISE McCARNEY, and/or DOES 21 through
20 25, and were at all times acting within the course and scope of said agency, employment or
21 contract, and with the permission, knowledge and consent of SAMUEL DANA, DENISE
22 McCARNEY, and/or DOES 21 through 25.

23 10. On September 27, 2020, at approximately 5:25 p.m., Plaintiff LISA GARCIA
24 was driving her 2006 Toyota Highlander, bearing California license number 5SHW374,
25 westbound on Elkhorn Boulevard, east of Northborough Drive in the left turn lane, and
26 was stopped for a red traffic signal. After the light turned green for westbound traffic,
27 Plaintiff made a signalized lane change from the left turn lane to westbound lane on
28 Elkhorn Boulevard. At the same time and general location, Defendant, SAMUEL DANA,

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1 was driving his 2015 Ford Focus westbound on Elkhorn Blvd, east of Northborough Drive
2 at approximately 90 mph, well above the posted speed limit of 50 mph, in violation of CVC
3 §§22350, 23103. As a result of Defendant, SAMUEL DANA's, inattention and excessive
4 speeds, Defendant, SAMUEL DANA, rear-ended Plaintiff's vehicle at a high rate of speed,
5 causing severe injuries and damages to Plaintiff LISA GARCIA. During the collision,
6 Plaintiff's 2006 Toyota Highlander SUV and its component parts, including but not limited
7 to the front driver seat, was defective and unsafe for its intended purpose, in that it was
8 designed, manufactured, fabricated, assembled, serviced, installed and/or sold in such a
9 fashion which caused the driver's seat and/or seat back to fail, causing and/or
10 contributing to Plaintiff's injuries which include, but are not limited to a traumatic brain
11 injury, fractured ribs, and fractured vertebrae requiring spinal fusion surgery.

12 11. Plaintiff further alleges that Defendants, TOYOTA MOTOR CORPORATION,
13 TOYOTA MOTOR NORTH AMERICA, INC.; TOYOTA MOTOR SALES, U.S.A., INC.; TOYOTA
14 MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC., TOYOTA MOTOR
15 MANUFACTURING, CALIFORNIA, INC., and DOES 1 through 20, and each of them,
16 negligently and carelessly designed, manufactured, fabricated, assembled, engineered,
17 tested, distributed, advertised for sale, sold, serviced, and/or installed, the subject 2006
18 Toyota Highlander and/or the component parts thereof, including the driver's
19 seat/seatback, knowing that it was defective and unsafe for its intended purpose and that
20 it was foreseeable that the seat/seatback may fail and cause serious and permanent
21 injuries to members of the public. The Product Defendants further negligently and
22 carelessly failed to warn of the dangers and failed to take steps to protect consumers from
23 the dangers of such malfunctioning parts and after the subject vehicle was placed into the
24 stream of commerce.

25 12. Before September 27, 2020, Product Defendants were aware of failures of
26 the driver's seat and/or seatback on 2006 Toyota Highlander SUV's that occur during
27 collisions, thereby increasing the risk of severe injury to the driver of said vehicle. The
28 Product Defendants further knew of the high potential for injury-causing events as a result

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1 of said failures, which were likely to cause catastrophic injuries and/or death to drivers of
2 2006 Toyota Highlander SUVs involved in collisions. Notwithstanding such specific
3 knowledge, Product Defendants failed to take any steps to protect drivers of their vehicles
4 from such sudden failures and/or defects in the driver's seat and/or seatback, thereby
5 causing failures such as the failure described herein. Specifically, the Product Defendants
6 each designed, manufactured, fabricated, assembled, sold and/or installed the subject
7 2006 Toyota Highlander SUV and/or its driver's seat/seatback, without taking any steps
8 to protect against harm or to warn Plaintiff of such danger. As a result of this indifference,
9 the subject seat/seatback failure occurred, resulting in severe injury to Plaintiff. At no
10 time did the Product Defendants attempt to recall, modify, repair, or otherwise remedy the
11 aforesaid defects before the subject vehicle/seat/seatback was placed into the stream of
12 commerce.

13 13. As a direct and proximate result of the negligence of Defendants, TOYOTA
14 MOTOR CORPORATION, TOYOTA MOTOR NORTH AMERICA, INC., TOYOTA MOTOR SALES,
15 U.S.A., INC., TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC.,
16 TOYOTA MOTOR MANUFACTURING, CALIFORNIA, INC., SAMUEL DANA, DENISE
17 McCARNEY, and DOES 1 through 100, Plaintiff LISA GARCIA sustained severe and serious
18 personal/body injuries resulting in economic and non-economic damages. Economic
19 damages include, but are not limited to, (1) past and future medical and/or ancillary
20 related expenses, (2) past and future income and/or earning capacity loss, (3) loss of
21 ability to provide household services, and (4) incidental and consequential damages. Non-
22 economic damages include, but are not limited to, (1) past and future physical and mental
23 suffering, (2) loss of enjoyment of life, (3) physical impairment, (4) inconvenience, (5)
24 anxiety, and (6) emotional distress.

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1 **SECOND CAUSE OF ACTION**

2 **(Strict Liability)**

3 Plaintiff LISA GARCIA alleges as and for a second cause of action against
4 Defendants, TOYOTA MOTOR CORPORATION, TOYOTA MOTOR NORTH AMERICA, INC.,
5 TOYOTA MOTOR SALES, U.S.A., INC., TOYOTA MOTOR ENGINEERING & MANUFACTURING
6 NORTH AMERICA, INC., TOYOTA MOTOR MANUFACTURING, CALIFORNIA, INC., and DOES
7 1 through 20, and each of them, as follows:

8 14. Plaintiff re-alleges, refers to and incorporates by reference paragraphs 1
9 through 13, as though fully set forth herein.

10 15. The Product Defendants, and DOES 1 through 20, negligently and carelessly
11 designed, manufactured, fabricated, assembled, engineered, tested, distributed, serviced,
12 sold, advertised for sale, and/or installed the subject vehicle and/or the component parts
13 thereof, thereby causing the injuries to Plaintiff.

14 16. The subject vehicle, including its component parts, including but not limited
15 to its driver's seat/seatback, were defective and unsafe for their intended purpose, in that
16 it was designed, manufactured, fabricated, assembled, engineered, tested, distributed,
17 serviced, installed and/or sold in such a fashion as to allow it to experience the failure of
18 the driver's seat/seatback.

19 17. At all times mentioned herein, said subject vehicle and its component parts
20 did not perform as safely as an ordinary consumer would have expected it to perform
21 when used or misused in an intended or reasonably foreseeable way.

22 18. At all relevant times, the subject vehicle and/or its component parts, was
23 defective as a result of the Product Defendants' failure to give adequate warning of the risk
24 that the subject vehicle's seat and/or seatback may fail, thereby causing and/or
25 contributing to catastrophic injuries. In addition, Product Defendants, failed to take
26 reasonable steps to warn, advise or otherwise timely notify customers, that the subject
27 vehicle was defective, and further failed to advise of applicable safety improvement
28 campaigns, both before and after said defendants knew or should have known of such

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1 defects.

2 19. The Product Defendants and DOES 1 through 20, had specific knowledge of
3 the subject vehicle's defects and the risk that occupants of said vehicle and members of the
4 public were subject to sustaining serious injuries or death, and/or should have known of
5 the defect and associated risk by application of scientific knowledge available at the time
6 of manufacture of the subject vehicle.

7 20. At all relevant times, the Product Defendants also knew of claims by users of
8 its vehicles regarding seat/seatback failures, resulting in catastrophic injuries yet failed to
9 take any action whatsoever to remedy the potential for such failures.

10 21. At no time did the Product Defendants attempt to recall, modify, repair, or
11 otherwise remedy the aforesaid defects before the subject vehicle and/or its component
12 parts was placed into the stream of commerce. Said acts and omissions were specifically
13 and unequivocally ratified by managerial employees of the Product Defendants, and/or
14 were carried out by officers, directors, and/or managing agents of the Product Defendants.
15 This disregard demonstrated by the Product Defendants can only be described as
16 "despicable" in that it would be looked down on and despised by reasonable people.

17 22. As a direct and proximate result of the design defect, manufacturing defect
18 and/or failure to warn, Plaintiff LISA GARCIA sustained severe and serious personal/body
19 injuries resulting in economic and non-economic damages. Economic damages include,
20 but are not limited to, (1) past and future medical and/or ancillary related expenses, (2)
21 past and future income and/or earning capacity loss, (3) loss of ability to provide
22 household services, and (4) incidental and consequential damages. Non-economic
23 damages include, but are not limited to, (1) past and future physical and mental suffering,
24 (2) loss of enjoyment of life, (3) physical impairment, (4) inconvenience, (5) anxiety, and
25 (6) emotional distress.

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1 **THIRD CAUSE OF ACTION**

2 **(Breach of Warranties)**

3 Plaintiff LISA GARCIA alleges as and for a third cause of action against Defendants,
4 TOYOTA MOTOR CORPORATION, TOYOTA MOTOR NORTH AMERICA, INC., TOYOTA
5 MOTOR SALES, U.S.A., INC., TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH
6 AMERICA, INC., TOYOTA MOTOR MANUFACTURING, CALIFORNIA, INC., and DOES 1
7 through 20, and each of them, as follows:

8 23. Plaintiff incorporates herein by reference each and every allegation
9 contained in paragraphs 1 through 22, as fully set forth herein.

10 24. Product Defendants provided express and implied warranties that the
11 subject vehicle and its component parts, including but not limited to its driver's
12 seat/seatback, was safe for its intended use. Product Defendants were subject to legally
13 imposed implied warranties of merchantability and fitness for particular purpose.

14 25. Product Defendants breached both express and implied warranties with
15 regard to the subject vehicle and its component parts, including but not limited to its
16 seat/seatback, by offering for sale and/or placing a defective, unfit and unsuitable vehicle
17 into the stream of commerce, thereby resulting in the injuries and damages to Plaintiffs.

18 26. As a direct and proximate result of the Product Defendant's breach of
19 warranties, Plaintiff LISA GARCIA sustained severe and serious personal/body injuries
20 resulting in economic and non-economic damages. Economic damages include, but are not
21 limited to, (1) past and future medical and/or ancillary related expenses, (2) past and
22 future income and/or earning capacity loss, (3) loss of ability to provide household
23 services, and (4) incidental and consequential damages. Non-economic damages include,
24 but are not limited to, (1) past and future physical and mental suffering, (2) loss of
25 enjoyment of life, (3) physical impairment, (4) inconvenience, (5) anxiety, and (6)
26 emotional distress.

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1 WHEREFORE Plaintiff LISA GARCIA prays for judgment against all Defendants for:

- 2 1. For general damages in excess of the minimum jurisdiction of this court
3 according to proof at time of trial;
4 2. For special damages in an amount to be ascertained according to proof;
5 3. All medical and incidental expenses according to proof;
6 4. Damages for loss of earnings, past, present and future, according to proof;
7 5. Prejudgment interest to the extent permitted by law;
8 6. All costs of suit; and
9 7. Such other and further relief as this Court may deem just and proper.

10 Dated: August 24, 2022

WILCOXEN CALLAHAM, LLP

11 By: 
12 WILLIAM C. CALLAHAM

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