

05/20/2025

By: M. Pipe Deputy

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Attorneys for Defendants
Toyota Motor Sales, U.S.A., Inc.,
Toyota Motor North America, Inc. and
Toyota Motor Engineering & Manufacturing North America, Inc.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

DELMA JRMAR JEFFERSON,

Plaintiff,

v.

SAMUEL GENE DANA, DENISE G.
McCARNEY and DOES 1 TO 25,

Defendants.

) Case No. 34-2021-00311004
) Consolidated with:

) **ANSWER OF TOYOTA MOTOR**
) **ENGINEERING & MANUFACTURING NORTH**
) **AMERICA, INC. TO PLAINTIFF DELMA**
) **JRMAR JEFFERSON'S THIRD AMENDED**
) **COMPLAINT; JURY DEMAND**

) Assigned to:
) Honorable Stephen Acquisto; Dept. 36

) Trial Date: None

LISA GARCIA,

Plaintiff,

vs.

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

Defendants.

) Case No. 34-2022-00325754

) Trial Date: None

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1 Defendant Toyota Motor Engineering & Manufacturing North America, Inc. for itself
2 alone, and for no other parties, answers the Third Amended Complaint of Plaintiff Delma Jrmar
3 Jefferson ("Plaintiff").

4 Pursuant to Code of Civil Procedure Section 431.30 Defendant, Toyota Motor
5 Engineering & Manufacturing North America, Inc., denies each of the allegations and every
6 cause of action contained in Plaintiff's Third Amended Complaint, and further denies that
7 Plaintiff has been damaged in any sum or sums, or at all.

8 FIRST AFFIRMATIVE DEFENSE

9 (Failure to State Cause of Action)

10 1. Neither the Third Amended Complaint nor any of the causes of action stated in it
11 alleges facts sufficient to constitute a cause of action against Toyota Motor Engineering &
12 Manufacturing North America, Inc.

13 SECOND AFFIRMATIVE DEFENSE

14 (Comparative Fault)

15 2. Toyota Motor Engineering & Manufacturing North America, Inc. is informed and
16 believes and, on that basis alleges that Plaintiff, and others whose conduct was imputable to
17 Plaintiff were negligent or otherwise at fault for the matters and things alleged in the Third
18 Amended Complaint and that negligence and fault contributed directly and proximately to the
19 happening of the incident and to Plaintiff's damages, if any, so that Plaintiff's recovery, if any,
20 shall be diminished by the proportion of said negligence and fault.

21 THIRD AFFIRMATIVE DEFENSE

22 (Assumption of Risk)

23 3. Toyota Motor Engineering & Manufacturing North America, Inc. is informed and
24 believes and, on that basis, alleges that Plaintiff and others whose conduct was imputable to
25 Plaintiff at the time and place alleged in the Third Amended Complaint knowingly, voluntarily
26 and freely placed themselves in an unsafe and dangerous position, and therefore assumed all
27 resulting risks of injuries.

1 FOURTH AFFIRMATIVE DEFENSE

2 (Third Party Liability)

3 4. Toyota Motor Engineering & Manufacturing North America, Inc. is informed and
4 believes and, on that basis alleges that the damages Plaintiff alleges, if any, were either wholly
5 or partially caused or contributed to by the persons, firms, corporations or entities other than
6 Toyota Motor Engineering & Manufacturing North America, Inc., either named or unnamed, and
7 Toyota Motor Engineering & Manufacturing North America, Inc. is entitled to an apportionment
8 among all such parties according to their responsibilities for such injuries and damages, if any,
9 sustained by Plaintiff.

10 FIFTH AFFIRMATIVE DEFENSE

11 (Fair Responsibility Act)

12 5. Toyota Motor Engineering & Manufacturing North America, Inc. is informed and
13 believes and, on that basis, alleges that Toyota Motor Engineering & Manufacturing North
14 America, Inc.'s liability, if any, is limited pursuant to Civil Code Section 1431, et seq., and any
15 damages awarded to Plaintiff against Toyota Motor Engineering & Manufacturing North
16 America, Inc. should be accordingly reduced.

17 SIXTH AFFIRMATIVE DEFENSE

18 (Intervening/Superseding Actions)

19 6. Toyota Motor Engineering & Manufacturing North America, Inc. is informed and
20 believes and, on that basis, alleges that the injuries and damages allegedly sustained by
21 Plaintiff, if any, were the direct and proximate result of the intervening and superseding actions
22 of third parties, whether named or unnamed, and not Toyota Motor Engineering &
23 Manufacturing North America, Inc.

24 SEVENTH AFFIRMATIVE DEFENSE

25 (State-of-the-Art)

26 7. Toyota Motor Engineering & Manufacturing North America, Inc. is informed and
27 believes and, on that basis, alleges that at the time the vehicle referred to in the Third Amended
28

1 Complaint was originally sold and delivered, it comported with the state of the art at the time of
2 manufacture and complied with all applicable government standards and requirements.

3 EIGHTH AFFIRMATIVE DEFENSE

4 (Abuse/Alteration/Modification)

5 8. Toyota Motor Engineering & Manufacturing North America, Inc. is informed and
6 believes and, on that basis, alleges that the vehicle referred to in the Third Amended Complaint
7 was abused, altered and/or modified after being placed into the stream of commerce in a
8 manner that was not reasonably foreseeable to Toyota Motor Engineering & Manufacturing
9 North America, Inc. That abuse, alteration and/or modification reasonably caused or contributed
10 to the happening of the alleged incident and to the injuries, loss and damages, if any.

11 NINTH AFFIRMATIVE DEFENSE

12 (Misuse of Product/Improper Maintenance)

13 9. Toyota Motor Engineering & Manufacturing North America, Inc. is informed and
14 believes and, on that basis, alleges that the vehicle referred to in the Third Amended Complaint
15 was misused or improperly maintained. That misuse or improper maintenance reasonably
16 caused or contributed to the happening of the alleged incident and to the injuries, loss and
17 damages, if any.

18 TENTH AFFIRMATIVE DEFENSE

19 (Mitigation of Damages)

20 10. Toyota Motor Engineering & Manufacturing North America, Inc. is informed and
21 believes and, on that basis, alleges that Plaintiff has failed to mitigate his/her damages, if any, in
22 the manner and to the extent required by law.

23 ELEVENTH AFFIRMATIVE DEFENSE

24 (Failure to Preserve Evidence)

25 11. Toyota Motor Engineering & Manufacturing North America, Inc. is informed and
26 believes and, on that basis, alleges that Plaintiff and/or Plaintiff's agents negligently or
27 intentionally failed to preserve and permitted the spoliation of material evidence that Plaintiff
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1 alleges give rise to the allegations in the Third Amended Complaint. Such conduct bars
2 Plaintiff's action and/or gives rise to evidentiary sanctions against Plaintiff and/or other remedies
3 for Toyota Motor Engineering & Manufacturing North America, Inc.

4 TWELFTH AFFIRMATIVE DEFENSE

5 (Additional Warnings)

6 12. Toyota Motor Engineering & Manufacturing North America, Inc. is informed and
7 believes and, on that basis, alleges that no additional warnings would have, or could have
8 prevented the alleged incident, the injuries, loss, and damages alleged by Plaintiff.

9 THIRTEENTH AFFIRMATIVE DEFENSE

10 (Prior Release)

11 13. Toyota Motor Engineering & Manufacturing North America, Inc. is informed and
12 believes and, on that basis, alleges that Plaintiff is barred from maintaining this action because
13 of a prior release.

14 FOURTEENTH AFFIRMATIVE DEFENSE

15 (Additional Affirmative Defenses Reserved Pending Discovery)

16 14. Toyota Motor Engineering & Manufacturing North America, Inc. alleges that it
17 may have additional affirmative defenses available that are not now fully known. Toyota Motor
18 Engineering & Manufacturing North America, Inc. reserves the right to assert additional
19 affirmative defenses after they have been determined.

20 WHEREFORE, defendant Toyota Motor Engineering & Manufacturing North America,
21 Inc. prays as follows:

22 (1) Plaintiff take nothing by her Third Amended Complaint;

23 (2) For judgment in favor of defendant Toyota Motor Engineering & Manufacturing
24 North America, Inc.;

25 (3) For its costs; and

26 ///

27 ///

1 (4) For such other and further relief as the court deems proper.

2 Dated: May 20, 2025

BOWMAN AND BROOKE LLP

3 

4 Samuel J. Galvin

Attorneys for Defendants

5 Toyota Motor Sales, U.S.A., Inc., Toyota Motor
6 North America, Inc. and Toyota Motor Engineering
& Manufacturing North America, Inc.

7 JURY DEMAND

8 Toyota Motor Engineering & Manufacturing North America, Inc. hereby demands a jury trial in
9 this matter.

10 Dated: May 20, 2025

BOWMAN AND BROOKE LLP

11 

12 Samuel J. Galvin

Attorneys for Defendants

13 Toyota Motor Sales, U.S.A., Inc., Toyota Motor
14 North America, Inc. and Toyota Motor Engineering
15 & Manufacturing North America, Inc.

1 Lisa Garcia v. Toyota Motor Corporation, et al.
Case No. 34-2022-00325754
2 Delma Jefferson v. Samuel Gene Dana, et al.
Case No. 34-2021-00311004
3

4 PROOF OF SERVICE

5 I am over 18 years of age, not a party to this action and employed in San Jose,
6 California at 1741 Technology Drive, Suite 200, San Jose, California 95110-1355.

7 On May 20, 2025, I served the foregoing documents described as **ANSWER OF**
8 **TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC.T TO**
9 **PLAINTIFF DELMA JRMAR JEFFERSON'S THIRD AMENDED COMPLAINT; JURY**
DEMAND on all interested parties, or through their attorneys of record, in the manner noted,
addressed as follows:

10 Plaintiff In Pro Per

11 rson
12 

13 Attorneys for Plaintiff

14 Lisa Garcia

15 William C. Callaham

16 Christopher G. Romero

17 Wilcoxon Callaham, LLP

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19 Sacramento, CA 95816

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26 Attorneys for Defendants

27 Denise McCarney and Samuel Dana

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26 ____ VIA FIRST CLASS MAIL. I caused such envelope to be deposited in the mail at San
Jose, California, in a sealed envelope with postage fully prepaid thereof. I am readily familiar
27 with the firm's business practice for collection and processing of correspondence for mailing with
the United States Postal Service. The mail is deposited with the U.S. Postal Service on that
28 same day in the ordinary course of business. I am aware that on motion of the party served,

1 service is presumed invalid if the postal cancellation date or postage meter date is more than
2 one day after the date of deposit for mailing in affidavit.

3 VIA OVERNIGHT DELIVERY SERVICE. The documents were enveloped, properly
4 labeled, and caused to be deposited into an overnight delivery (Federal Express, United Parcel
5 Service, etc.) receptacle or delivered to an authorized courier or driver authorized by the
6 express service carrier to receive documents, in an envelope or a package designated by the
7 express service carrier with delivery fees paid or provided for, addressed to the person on
8 whom it is to be served, at the office address as last given by that person on any document filed
9 in the case and served on that person; otherwise, at that person's place of residence.

10 XX VIA EMAIL. The document was served on the above party in this action by causing a
11 true copy of said document to be transmitted by email pursuant to Emergency Rule 12 of
12 Appendix I of the California Rules of Court.

13 BY ELECTRONIC SERVICE. The document was served electronically and the
14 transmission was reported as complete and without error.

15 VIA FACSIMILE TRANSMISSION. The document was served on the above party in
16 this action by causing a true copy of said document to be transmitted by facsimile to the number
17 listed adjacent to the name on this Proof of Service. The transmission was reported as
18 complete and without error.

19 VIA PERSONAL SERVICE. I caused such envelope(s) to be delivered by hand this date
20 to the offices of the addressee(s).

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct, and that this declaration was executed on May 20, 2025, at San
23 Jose, California.

24 

25 Ann Scoleri