

James W. Halbrooks (#202059)
Samuel J. Galvin (#336930)
BOWMAN AND BROOKE LLP
1741 Technology Drive, Suite 200
San Jose, CA 95110-1364
Telephone: (408) 279-5393
Facsimile: (408) 279-5845
James.halbrooks@bowmanandbrooke.com
samuel.galvin@bowmanandbrooke.com

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
05/20/2025
By: M. Pipe Deputy

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 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

///

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

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

7 FIRST AFFIRMATIVE DEFENSE

8 (Failure to State Cause of Action)

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

11 SECOND AFFIRMATIVE DEFENSE

12 (Comparative Fault)

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

19 THIRD AFFIRMATIVE DEFENSE

20 (Assumption of Risk)

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

25 ///

26 ///

27 ///

1 FOURTH AFFIRMATIVE DEFENSE

2 (Third Party Liability)

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

9 FIFTH AFFIRMATIVE DEFENSE

10 (Fair Responsibility Act)

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

15 SIXTH AFFIRMATIVE DEFENSE

16 (Intervening/Superseding Actions)

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

21 SEVENTH AFFIRMATIVE DEFENSE

22 (State-of-the-Art)

23 7. Toyota Motor North America, Inc. is informed and believes and, on that basis,
24 alleges that at the time the vehicle referred to in the Third Amended Complaint was originally
25 sold and delivered, it comported with the state of the art at the time of manufacture and
26 complied with all applicable government standards and requirements.

27 ///

1 EIGHTH AFFIRMATIVE DEFENSE

2 (Abuse/Alteration/Modification)

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

9 NINTH AFFIRMATIVE DEFENSE

10 (Misuse of Product/Improper Maintenance)

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

15 TENTH AFFIRMATIVE DEFENSE

16 (Mitigation of Damages)

17 10. Toyota Motor North America, Inc. is informed and believes and, on that basis,
18 alleges that Plaintiff has failed to mitigate his/her damages, if any, in the manner and to the
19 extent required by law.

20 ELEVENTH AFFIRMATIVE DEFENSE

21 (Failure to Preserve Evidence)

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

1 TWELFTH AFFIRMATIVE DEFENSE

2 (Additional Warnings)

3 12. Toyota Motor North America, Inc. is informed and believes and, on that basis,
4 alleges that no additional warnings would have, or could have prevented the alleged incident,
5 the injuries, loss, and damages alleged by Plaintiff.

6 THIRTEENTH AFFIRMATIVE DEFENSE

7 (Prior Release)

8 13. Toyota Motor North America, Inc. is informed and believes and, on that basis,
9 alleges that Plaintiff is barred from maintaining this action because of a prior release.

10 FOURTEENTH AFFIRMATIVE DEFENSE

11 (Additional Affirmative Defenses Reserved Pending Discovery)

12 14. Toyota Motor North America, Inc. alleges that it may have additional affirmative
13 defenses available that are not now fully known. Toyota Motor North America, Inc. reserves the
14 right to assert additional affirmative defenses after they have been determined.

15 WHEREFORE, defendant Toyota Motor North America, Inc. prays as follows:

- 16 (1) Plaintiff take nothing by her Third Amended Complaint;
17 (2) For judgment in favor of defendant Toyota Motor North America, Inc.;
18 (3) For its costs; and
19 (4) For such other and further relief as the court deems proper.

20 Dated: May 20, 2025

BOWMAN AND BROOKE LLP

21
22 

Samuel J. Galvin

Attorneys for Defendants

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

26 ///

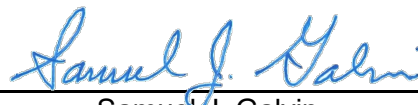
27 ///

JURY DEMAND

Toyota Motor North America, Inc. hereby demands a jury trial in this matter.

Dated: May 20, 2025

BOWMAN AND BROOKE LLP



Samuel J. Galvin

Attorneys for Defendants

Toyota Motor Sales, U.S.A., Inc., Toyota Motor
North America, Inc. and Toyota Motor Engineering
& 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 NORTH AMERICA, INC. TO PLAINTIFF DELMA JRMAR JEFFERSON'S**
9 **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

erson

11
12
13 Attorneys for Plaintiff

Lisa Garcia

William C. Callaham

Christopher G. Romero

Wilcoxon Callaham, LLP

2114 K Street

Sacramento, CA 95816

916.442.2777

17 Fax: 916.442.4118

wcallaham@wilcoxenlaw.com

cromero@wilcoxenlaw.com

lwarmenhoven@wilcoxenlaw.com

lstewart@wilcoxenlaw.com

18
19
20 Attorneys for Defendants

Denise McCarney and Samuel Dana

Wilma J. Gray

McNamara, Ambacher, Wheeler, Hirsig & Gray LLP

3480 Buskirk Avenue, Suite 250

Pleasant Hill, CA 94523

925.939.5330

23 Fax: 925.939.0203

Wilma.gray@mcnamaralaw.com

Mona.bauer@mcnamaralaw.com

25 _____ VIA FIRST CLASS MAIL. I caused such envelope to be deposited in the mail at San
26 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,
service is presumed invalid if the postal cancellation date or postage meter date is more than
one day after the date of deposit for mailing in affidavit.

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

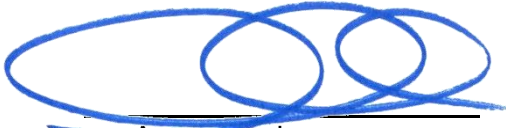
8 XX VIA EMAIL. The document was served on the above party in this action by causing a
9 true copy of said document to be transmitted by email pursuant to Emergency Rule 12 of
10 Appendix I of the California Rules of Court.

11 ___ BY ELECTRONIC SERVICE. The document was served electronically and the
12 transmission was reported as complete and without error.

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

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

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

22
23
24
25
26
27
28

Ann Scoleri