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County of Los Angeles

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

ALEXANDER BRANGMAN, individually,
and as successor-in-interest to Decedent Jewel
Alexandra Brangman,

Case No.

BC 579411

Plaintiff,
v.

COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL:

AMERICAN HONDA MOTOR CO., INC.;
HONDA MOTOR CO., LTD.; HONDA R &
D CO., LTD.; HONDA OF AMERICA MFG.,
INC.; TAKATA CORPORATION; TAKATA,
INC.; TK HOLDINGS; HIGHLAND
INDUSTRIES, INC.; SUNSET CAR
RENTAL, LLC.; ANDREW CORT LEE, an
individual; JUAN MANUEL MEZA
RODRIGUEZ, an individual; and LI YANG,
an individual; and DOES 1 through 100

1. STRICT PRODUCTS LIABILITY
2. PRODUCTS LIABILITY – NEGLIGENCE
3. FAILURE TO WARN
4. NEGLIGENCE
5. NEGLIGENCE

Defendants.

COMES NOW, Plaintiff, ALEXANDER BRANGMAN, individually, and as successor-in-interest to JEWEL ALEXANDRA BRANGMAN, for Causes of Action against Defendants.

1 AMERICAN HONDA MOTOR CO., INC.; HONDA MOTOR CO., LTD.; HONDA R & D CO.,
2 LTD.; HONDA OF AMERICA MFG., INC.; TAKATA CORPORATION; TAKATA, INC., TK
3 HOLDINGS; HIGHLAND INDUSTRIES, INC.; SUNSET CAR RENTAL, LLC.; ANDREW
4 CORT LEE, an individual; JUAN MANUEL MEZA RODRIGUEZ, an individual; and LI YANG,
5 an individual; and DOES 1 through 100, inclusive and each of them, complain and allege as
6 follows:

7 **INTRODUCTION**

8 1. On September 7, 2014, Jewel Alexandra Brangman ("Decedent"), age 26, sustained
9 catastrophic injuries in an automobile collision that occurred in Los Angeles County, California.
10 In the collision, the airbags in the vehicle Decedent was driving deployed. As a result of a product
11 defect in the driver-side airbags in the vehicle that Decedent was driving, the driver-side airbag
12 deployed defectively causing Decedent to suffer catastrophic injuries and, ultimately, death.

13 2. On September 7, 2014, Decedent was driving a 2001 Honda Civic, bearing
14 California license number 7EFN563 ("SUBJECT VEHICLE"). The SUBJECT VEHICLE was
15 owned by Defendant Sunset Car Rental LLC.

16 3. While Decedent was traveling as the driver of the SUBJECT VEHICLE, the
17 SUBJECT VEHICLE was in a collision that caused the frontal airbag system to deploy (the
18 "SUBJECT INCIDENT").

19 4. During the SUBJECT INCIDENT, the SUBJECT VEHICLE'S frontal airbags
20 defectively deployed, striking Decedent with violent, hyper-aggressive force and causing her
21 serious injuries including but not limited to a laceration to the left side of her neck and a severe
22 brain injury.

23 5. Approximately three months before the SUBJECT INCIDENT, the SUBJECT
24 VEHICLE was recalled for defects and problems in the SUBJECT VEHICLE'S Takata driver-side
25 frontal airbag system.

26 6. Upon information and belief, the defective inflator and excessive forces described
27 in that recall significantly affected the SUBJECT VEHICLE on the day of the SUBJECT

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1 INCIDENT and caused and/or contributed in causing the fatal injuries Decedent sustained in the
2 SUBJECT INCIDENT.

3 **GENERAL ALLEGATIONS**

4 7. The true names and capacities, whether individual, plural, corporate, partnership,
5 associate, or otherwise, of DOES 1 through 100, inclusive, are unknown to Plaintiff who therefore
6 sues said Defendants by such fictitious names. The full extent of the facts linking such fictitiously
7 sued Defendants is unknown to Plaintiff. Plaintiff is informed and believes, and thereupon allege,
8 that each of the Defendants designated herein as a DOE was, and is, negligent, or in some other
9 actionable manner, responsible for the events and happenings hereinafter referred to, and thereby
10 negligently, or in some other actionable manner, legally and proximately caused the hereinafter
11 described injuries and damages to Plaintiff. Plaintiff will hereafter seek leave of the Court to
12 amend this Complaint to show the Defendants' true names and capacities after the same have been
13 ascertained.

14 8. Plaintiff is informed and believes, and thereupon alleges, that at all times
15 mentioned herein, Defendants, and each of them, including DOES 1 through 100, inclusive, and
16 each of them, were agents, servants, employees, successors in interest, and/or joint venturers of
17 their co-defendants, and were, as such, acting within the course, scope, and authority of said
18 agency, employment, and/or venture, and that each and every Defendant, as aforesaid, when acting
19 as a principal, was negligent in the selection and hiring of each and every other Defendant as an
20 agent, servant, employee, successor in interest, and/or joint venturer.

21 9. Defendant AMERICAN HONDA MOTOR CO., INC., (AHM) is and, at all times
22 relevant herein, was a corporation with its principal place of business in Torrance, California.
23 AHM, is authorized to do, has regularly done, and is doing, business in the State of California, and
24 has systematically conducted business on a regular basis in the State of California, under and by
25 virtue of the laws of the State of California.

26 10. Defendant HONDA MOTOR CO., LTD., (HONDA MOTOR) is and, at all times
27 relevant herein, was a corporation with its principal place of business in Tokyo, Japan. HONDA
28 MOTOR, is authorized to do, has regularly done, and is doing, business in the State of California.

1 and has systematically conducted business on a regular basis in the State of California, under and
2 by virtue of the laws of the State of California.

3 11. Defendant HONDA R & D CO., LTD. ("HONDA R&D") is and, at all times
4 relevant herein, was a corporation with its principal place of business in Tokyo, Japan. Honda
5 R&D is a subsidiary of HONDA MOTOR, works in conjunction with AHM and Honda of
6 America, Mfg., Inc., is responsible for the research, design and development of certain aspects of
7 Honda brand vehicles, including testing and developing safety technologies for same, and was
8 responsible for the design, development, manufacture, assembly, testing, distribution and sale of
9 Honda brand vehicles utilizing Takata airbags primarily in Japan, North America, Europe, and
10 Asia, including the SUBJECT VEHICLE. HONDA R&D, is authorized to do, has regularly done,
11 and is doing, business in the State of California, and has systematically conducted business on a
12 regular basis in the State of California, under and by virtue of the laws of the State of California.

13 12. Defendant HONDA OF AMERICA MFG. INC. ("HONDA MFG.") is an Ohio
14 corporation and subsidiary of HONDA MOTOR, headquartered in Marysville, Ohio with its
15 principal place of business at 24000 Honda Pkwy, Marysville, Ohio 43040. HONDA MFG.
16 designs, manufactures, assembles, tests, markets, promotes, advertises, distributes and sells Honda
17 Motor and/or Honda brand cars, trucks, and sport utility vehicles in the United States, including
18 the SUBJECT VEHICLE. HONDA MFG. has been directly involved in the safety investigation
19 and determinations made as to the motor vehicle safety issues arising from the defective and
20 unreasonably dangerous condition of certain Honda brand vehicles it makes, including the
21 SUBJECT VEHICLE. Moreover, HONDA MFG. has actively been involved in developing
22 knowledge of this motor vehicle safety issue by Honda entities over the last decade, and the
23 actions and/or inactions of same relating to this public safety hazard.

24 13. Plaintiff is informed and believes, and thereupon alleges, that Defendants HONDA
25 MOTOR CO., LTD.; AMERICAN HONDA MOTOR CO., INC.; HONDA R&D; HONDA MFG;
26 and DOES 1-50, inclusive and each of them, (collectively "HONDA DEFENDANTS"), designed,
27 promoted, advertised, manufactured, tested, assembled, distributed, sold and/or placed into the

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1 stream of commerce Honda brand cars, trucks, and sport utility vehicles in the United States,
2 including the SUBJECT VEHICLE.

3 14. Defendant TAKATA CORPORATION ("TAKATA CORP") is a foreign for-
4 profit corporation organized and existing under the laws of Japan with its principal place of
5 business at ARK Hills South Tower 4-5 Roppongi 1-Chome, Minato-ku, Tokyo, 106-8488, Japan.
6 TAKATA CORP. is a specialized supplier of automotive safety systems, that designs,
7 manufactures, assembles, tests, markets, distributes, and sells airbags to various Original
8 Equipment Manufacturers ("OEM's"), including Honda, in the United States, including
9 specifically the airbag incorporated and used by Honda in its airbag safety system in the
10 SUBJECT VEHICLE. TAKATA CORP is a vertically-integrated corporation and manufactures
11 component parts in its own facilities and then distributes same.

12 15. Defendant TAKATA, INC. ("TAKATA, INC.") is a Delaware corporation and
13 subsidiary and/or operational unit of TAKATA CORP. TAKATA, INC., is in the business of
14 designing, manufacturing, assembling, testing, promoting, advertising, distributing and selling
15 vehicle restraint systems to various OEM's, including Honda, including specifically the airbag
16 incorporated and used by Honda in its airbag safety system in the SUBJECT VEHICLE.

17 16. Defendant TK HOLDINGS, INC. ("TK HOLDINGS") is a Delaware corporation
18 and subsidiary and/or operational unit of TAKATA CORP., headquartered in Auburn Hills,
19 Michigan. TK HOLDINGS sells, designs, manufactures, tests, markets, and distributes airbags in
20 the United States. TK HOLDINGS has also been identified in various materials as manufacturing
21 the "inflators" in the frontal airbag systems which are deploying with unreasonably dangerous,
22 excessive force, and which in many instances have injured vehicle occupants with shrapnel or
23 concussive impacts, as well as the "propellant" or explosive charge used within the inflator itself.
24 TK Holdings also is involved in the distribution of such airbag systems to OEM's, including
25 Honda.

26 17. Defendant HIGHLAND INDUSTRIES, INC. ("HIGHLAND") is a Delaware
27 corporation and subsidiary of TAKATA CORP., headquartered in Greensboro, North Carolina
28 with its principal place of business at 1350 Bridgeport Drive, Suite 1, Kernersville, North Carolina

1 27284. HIGHLAND manufactures industrial and automotive textile product solutions including
2 airbag fabrics for the automotive airbag industry. HIGHLAND manufactures airbags in the
3 United States, including the airbag at issue in this litigation.

4 18. Plaintiff is informed and believes, and thereupon alleges, that Defendants
5 TAKATA CORP., TAKATA, INC.; TK HOLDINGS; HIGHLAND and DOES 1-50, inclusive
6 and each of them, (collectively "TAKATA DEFENDANTS") manufactured the airbag in the
7 SUBJECT VEHICLE, which was recalled before the SUBJECT INCIDENT which forms the
8 subject matter of this litigation.

9 19. Plaintiff is informed and believes, and thereon alleges that Defendant ANDREW
10 CORT LEE ("LEE") was at all times herein relevant, a resident of Los Angeles County, State of
11 California.

12 20. Plaintiff is informed and believes, and thereupon alleges, that at all times herein
13 relevant Defendant LEE owned, controlled and was operating a 2008 Honda Odyssey, bearing
14 license plate No. 6CZK807 ("LEE'S VEHICLE").

15 21. Plaintiff is informed and believes, and thereon alleges that Defendant JUAN
16 MANUEL MEZA RODRIGUEZ ("RODRIGUEZ") was at all times herein relevant, a resident of
17 Los Angeles County, State of California.

18 22. Plaintiff is informed and believes, and thereupon alleges, that at all times herein
19 relevant, Defendant RODRIGUEZ owned, controlled and was operating a 2004 Nissan Murano,
20 bearing license plate No. 5KJY804 ("RODRIGUEZ'S VEHICLE").

21 23. Plaintiff is informed and believes, and thereon alleges that Defendant LI YANG
22 ("YANG") was at all times herein relevant, a resident of Los Angeles County, State of California.

23 24. Plaintiff is informed and believes, and thereupon alleges, that at all times herein
24 relevant, Defendant YANG owned, controlled and was operating a 2014 White Mercedes-Benz
25 GLK350, bearing license plate No. 7DSB735 ("YANG'S VEHICLE").

26 25. Plaintiff is informed and believes, and on that basis alleges, that Defendant
27 SUNSET CAR RENTAL, LLC ("Sunset Rental") is and, at all times mentioned herein, was a

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limited liability company organized under the laws of California with its principal place of business located at 1690 Cactus Road, San Diego, California, 92154.

26. Plaintiff is informed and believes, and thereon alleges that SUNSET RENTAL owned and controlled the SUBJECT VEHICLE that Decedent was driving during the SUBJECT INCIDENT. SUNSET RENTAL rented the SUBJECT VEHICLE to Decedent on or near August 18, 2014.

27. At all times relevant herein, Plaintiff ALEXANDER BRANGMAN is the surviving father and successor-in-interest of Decedent Jewel Brangman. Mr. Brangman is Decedent's successor-in-interest pursuant to *Code of Civil Procedure* § 377.11. Mr. Brangman will execute and file a declaration under penalty of perjury pursuant to *Code of Civil Procedure* §377.32 following the filing of this Complaint. Plaintiff brings this Complaint in his capacity as an individual and as successor-in-interest to Decedent. Plaintiff is a citizen of the State of California and resides in San Diego County, California.

28. Plaintiff ALEXANDER BRANGMAN is the successor-in-interest to Decedent Jewel Alexandra Brangman, who died intestate in the manner alleged herein on September 7, 2014, and is pursuing a survival action on behalf of his deceased daughter as successor-in-interest.

29. Plaintiff ALEXANDER BRANGMAN, in his individual capacity, brings a wrongful death cause of action pursuant to California *Code of Civil Procedure* §337.60, *et seq.*

FIRST CAUSE OF ACTION

(Strict Products Liability against Takata Defendants, Honda Defendants, Defendant Sunset Car Rental, LLC, and DOES 1 through 50, inclusive.)

30. Plaintiff adopts and re-alleges each prior paragraph, where relevant, as if set forth fully herein.

31. At all times relevant herein, the TAKATA DEFENDANTS, HONDA DEFENDANTS, and DOES 1 through 40, inclusive, were manufacturers, wholesalers, distributors, retailers, and/or makers of the SUBJECT VEHICLE including the Takata airbag system equipped in the SUBJECT VEHICLE. At all times relevant herein, TAKATA

1 DEFENDANTS, HONDA DEFENDANTS, and DOES 1 through 40, inclusive, took some part in
2 the manufacture, design, and sale of the SUBJECT VEHICLE and its frontal airbag system prior
3 to the SUBJECT INCIDENT on September 7, 2014.

4 32. Plaintiff is informed and believes, and thereupon alleges, that the SUBJECT
5 VEHICLE had design and/or manufacturing defects, including but not limited to the occupant
6 restraint system, crashworthiness systems, and the on-board safety airbags systems, which were
7 capable of causing, and in fact, did cause serious life-altering injuries to the users and consumers
8 thereof, including Decedent, while being used in a manner reasonably foreseeable, thereby
9 rendering the SUBJECT VEHICLE unsafe and dangerous for use by consumers. The TAKATA
10 DEFENDANTS, HONDA DEFENDANTS, and DOES 1 through 40, inclusive, and each of them,
11 also failed to provide adequate warnings or instructions to consumers and users of the SUBJECT
12 VEHICLE concerning the significant dangers associated with the SUBJECT VEHICLE and/or its
13 component parts, or to instruct consumers and users regarding the operation of the SUBJECT
14 VEHICLE, and warned or failed to warn, and instructed or failed to instruct, anticipated users of
15 the SUBJECT VEHICLE concerning defects with the occupant restraint system, crashworthiness
16 systems, and the on-board safety airbags systems in the SUBJECT VEHICLE.

17 33. Plaintiff is informed and believes, and thereupon alleges, the SUBJECT VEHICLE
18 was defective when placed on the market by the TAKATA DEFENDANTS, HONDA
19 DEFENDANTS, and DOES 1 through 40, inclusive, and each of them, and was of such a nature
20 that the defects would not be discovered in the normal course of inspection and operation by users
21 thereof. At all times relevant herein, the SUBJECT VEHICLE'S frontal driver-side airbags were
22 in substantially the same condition as when the SUBJECT VEHICLE was originally placed into
23 the stream of commerce by the TAKATA DEFENDANTS, HONDA DEFENDANTS, and DOES
24 1 through 40, inclusive and each of them

25 34. The TAKATA DEFENDANTS, HONDA DEFENDANTS, and DOES 1 through
26 40, inclusive, are strictly liable for designing, testing, manufacturing, making, distributing, selling,
27 and/or placing a defective product that was unreasonably dangerous product into the stream of
28 commerce.

1 35. At all times relevant herein, Defendants SUNSET RENTAL and DOES 41 through
2 50, inclusive, operated a car rental business that rented the SUBJECT VEHICLE that was
3 equipped with the Takata airbag system. SUNSET RENTAL rented the SUBJECT VEHICLE to
4 Decedent on or about August 18, 2014.

5 36. Plaintiff is informed and believes, and thereupon alleges, the SUBJECT
6 VEHICLE was defective when rented and placed on the market by SUNSET RENTAL and DOES
7 41 through 50, inclusive, and each of them, and was of such a nature that the defects would not be
8 discovered in the normal course of inspection and operation by users thereof. At all times relevant
9 herein, the SUBJECT VEHICLE'S frontal driver-side airbags were in substantially the same
10 condition when the SUBJECT VEHICLE was rented and placed into the stream of commerce by
11 SUNSET RENTAL and DOES 41 through 50, inclusive and each of them, on August 18, 2014, as
12 the condition it was in at the time of the SUBJECT INCIDENT.

13 37. Defendants SUNSET RENTAL and DOES 41 through 50, inclusive, are strictly
14 liable for renting and/or placing a defective product that was unreasonably dangerous product into
15 the stream of commerce.

16 38. On September 7, 2014, Jewel Alexandra Brangman ("Decedent"), age 26, suffered
17 catastrophic injuries in an automobile collision that occurred in Los Angeles County, California.
18 In the collision, the airbags in the SUBJECT VEHICLE Decedent was driving deployed. During
19 the SUBJECT INCIDENT, the SUBJECT VEHICLE'S frontal airbags defectively deployed,
20 striking Decedent with violent force and causing her serious injuries including but not limited to a
21 laceration to the left side of her neck.. As a result of a product defect in the driver-side airbags in
22 the SUBJECT VEHICLE that Decedent was driving, the driver-side airbag deployed defectively
23 causing Decedent to suffer catastrophic injuries and, ultimately, death.

24 39. As a legal, direct and proximate result of the conduct of the TAKATA
25 DEFENDANTS, HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through 50,
26 inclusive and each of them, which give rise to strict liability complained of herein, Decedent Jewel
27 Brangman suffered life-ending injuries, which caused her excruciating pain and suffering prior to
28 her death. Prior to her death, Decedent incurred losses and damages, including those incurred

1 from emergency medical treatment in an attempt to save her life, the exact amount of such losses
2 to be stated according to proof, pursuant to Section 425.10 of the *California Code of Civil*
3 *Procedure*.

4 40. As a legal, direct and proximate result of the aforementioned conduct of the
5 TAKATA DEFENDANTS, HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through
6 50, inclusive and each of them, Decedent was compelled to and did employ the services of
7 hospitals, physicians, surgeons, nurses and the like, to care for and treat her, and did incur
8 hospital, medical, professional and incidental expenses, the exact amount of which expenses will
9 be stated according to proof, pursuant to California *Code of Civil Procedure* Section 425.10.

10 41. As a legal, direct and proximate result of the conduct of the conduct of the
11 TAKATA DEFENDANTS, HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through
12 50, inclusive and each of them, Plaintiff will be deprived of the financial support and assistance of
13 Decedent, the exact amount of such losses to be stated according to proof, pursuant to Section
14 425.10 of the *California Code of Civil Procedure*.

15 42. As a legal, direct and proximate result of the conduct of the TAKATA
16 DEFENDANTS, HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through 50,
17 inclusive and each of them, Decedent suffered lost earnings, the exact amount of such losses to be
18 stated according to proof, pursuant to Section 425.10 of the California *Code of Civil Procedure*.

19 43. As a legal, direct and proximate result of the conduct of TAKATA
20 DEFENDANTS, HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through 50,
21 inclusive and each of them, Plaintiff has sustained damages resulting from the loss of love,
22 affection, society, service, comfort, support, right of support, expectations of future support and
23 counseling, companionship, solace and mental support, as well as other benefits and assistance, of
24 his daughter, the Decedent, all to Plaintiff's general damages in a sum in excess of the
25 jurisdictional limits of this Court, which will be stated according to proof, pursuant to Section
26 425.10 of the California *Code of Civil Procedure*.

27 44. Plaintiff is informed and believes and thereon alleges that prior to September 7,
28 2014, TAKATA DEFENDANTS, HONDA DEFENDANTS, and DOES 1 through 40, inclusive,

1 and each of them, acted with "malice" in that they engaged in despicable conduct in conscious
2 disregard for the rights, safety and welfare of others, including Decedent and Plaintiff, thereby
3 entitling Plaintiff to an award of punitive damages pursuant to California *Civil Code* § 3294.
4 Specifically, TAKATA DEFENDANTS, HONDA DEFENDANTS, and DOES 1 through 40,
5 inclusive, and each of them, acted with malice in that they engaged in despicable conduct and in
6 conscious disregard of the rights, safety, and welfare of Decedent by reason of, including but not
7 limited to:

8 a. the SUBJECT VEHICLE was unreasonably dangerous and defective
9 because it was designed, manufactured and sold with an excessively energetic inflator in the
10 frontal airbag system which deployed with dangerously excessive explosive force during airbag
11 deployment in foreseeable collisions, including the SUBJECT INCIDENT.

12 b. The TAKATA DEFENDANTS, HONDA DEFENDANTS, and DOES 1
13 through 40, inclusive, and each of them were aware of feasible alternative designs which would
14 have minimized or eliminated altogether the risk of injury posed by the SUBJECT VEHICLE and
15 its frontal airbag system.

16 c. The TAKATA DEFENDANTS are the second largest manufacturer of
17 automotive safety devices, including airbags. Airbags are a central safety feature of automobiles
18 and are meant to inflate rapidly during an automobile collision with the purpose to cushion and
19 provide protection to occupants' bodies.

20 d. The airbag at issue in this case was developed by the TAKATA
21 DEFENDANTS in the 1990s and was designed to inflate by means of explosive based on a
22 common compound used in fertilizer. That explosive is encased in a metal canister.

23 e. The TAKATA DEFENDANTS manufactures the airbags at issue in this
24 Complaint at two plants located in Moses Lake, Washington, and Monclova, Mexico. These
25 plants also manufacture airbag inflators.

26 f. Airbags manufactured by the TAKATA DEFENDANTS, including the
27 airbags at issue in this case, have been installed in vehicles manufactured by Honda, as well as
28 other automakers.

1 g. Since at least 2007, TAKATA CORP. has claimed prioritizing driver safety
2 is its “dream.”¹ Based on that “dream,” they claimed to be “motivated by the preciousness of life”
3 and pledged to both “communicate openly and effectively.”² TAKATA CORP. has failed to live
4 up to its dream by manufacturing, distributing, and selling airbags that can cause serious bodily
5 injury or death.

6 h. The TAKATA DEFENDANTS and HONDA DEFENDANTS have been
7 aware for more than a decade that some of Takata's airbags contain dangerous defects. In 2001
8 the TAKATA DEFENDANTS became aware some airbags in Isuzu vehicles contained defects.
9 Several years later in 2004 a Takata airbag in a Honda Accord exploded and severely injured the
10 car's driver. The TAKATA DEFENDANTS and HONDA DEFENDANTS unilaterally deemed
11 the incident “an anomaly” and did nothing about it. Neither sought to inform or involve federal
12 safety regulators at that time. Instead, the TAKATA DEFENDANTS and HONDA
13 DEFENDANTS brushed the “anomaly” under the rug. In 2007 several additional Honda vehicles
14 experienced airbag explosion incidents. Despite the Honda and Isuzu incidents, neither Takata nor
15 Honda at that time issued recalls or told U.S. safety regulators that the incidents involved
16 exploding airbags.

17 i. *The New York Times* recently revealed that the TAKATA DEFENDANTS
18 had in fact investigated its airbags, learned of defects, and then purposefully destroyed the
19 evidence of the defects. During the summer of 2004, after the Honda airbag explosion that same
20 year, the TAKATA DEFENDANTS conducted secret tests on 50 airbags that had been retrieved
21 from scrapyards. The tests were performed after normal work hours and on weekends and
22 holidays in Auburn Hills, Michigan and were supervised by Al Bernat, Takata's then Vice
23 President for Engineering.³

24 _____
25 ¹ Takata Company Investor's Meeting Presentation- Investment Highlights, FY2007, at 3.

26 ² *Id.*

27 ³ Hiroko Tabuchi, “Air Bag Flaw, Long Known to Honda and Takata, Led to Recalls.” *New York*
28 *Times* (Sept. 11, 2014).

1 j. Two of the airbag inflators that were tested showed cracks and “rapid
2 disassembly” (or exploded), and Takata engineers theorized that a welding problem with the
3 inflator’s canister, which holds the airbag’s explosives, made the airbags vulnerable to split or
4 rupture. In response, Takata engineers attempted to design prototypes to remedy the issue.⁴

5 k. After three months of testing, however, the TAKATA DEFENDANTS
6 ordered the testing halted. Lab employees were instructed to destroy all of the data related to the
7 testing, including video and computer backups. Moreover, the airbag inflators and the prototypes
8 were ordered to be disassembled and disposed. According to a former Takata employee, “All the
9 testing was hush-hush ... Then one day it was, ‘Pack it all up, shut the whole thing down.’ It was
10 not standard procedure.”

11 l. These tests were not disclosed to federal regulators until September of
12 2009.

13 m. Moreover, according to *The New York Times* article, internal Takata
14 documents show that the TAKATA DEFENDANTS faced a series of quality control problems
15 related to its airbags. In particular, airbags were being delivered to automakers wet or damaged.
16 Airbags were not always properly inspected, and checks that had been introduced to keep airbags
17 in the appropriate condition were being ignored.⁵

18 n. The TAKATA DEFENDANTS were aware that the mishandling of airbags
19 and airbag inflators created a danger. A Takata local manager noted in October 2005 that “[t]he
20 propellant arrangement inside is what can be damaged when the airbags are dropped,” which is
21 “why it is important to handle our product properly.”⁶

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25 ⁴ *Id.*

26 ⁵ Hiroko Tabuchi, “Takata Saw and Hid Risk in Airbags in 2004, Former Workers Say,” *New*
York Times (Nov. 6, 2014).

27 ⁶ *Id.*

1 o. Nonetheless, even after stricter quality controls were introduced, Takata's
2 production facilities would resist taking back damaged or wet airbags, in an effort to keep up with
3 the demand of automakers.⁷

4 p. In 2008, Honda became the first entity to inform U.S. authorities that it had
5 a problem with some Takata airbags installed in its vehicles. However, Honda only issued a small
6 scale recall. Honda's first recall was for only 4,000 Accords and Civics. In 2013, Honda and
7 NHTSA engaged in many discussions regarding the on-going Takata airbag problems, resulting in
8 more recalls.

9 q. The HONDA DEFENDANTS were put on notice more than a decade ago
10 that Takata airbags in Honda vehicles may possess a dangerous defect that could kill drivers and
11 passengers in collisions that otherwise would not have killed them. Despite Honda's knowledge,
12 Honda did nothing for years. When the HONDA DEFENDANTS finally responded to the known
13 risk of death and catastrophic injuries that Takata airbags in Honda vehicles posed to vehicle
14 occupants, Honda's response was inappropriately slow. Honda's response lacked urgency for
15 years. The HONDA DEFENDANTS should have aggressively identified all of their Vehicles that
16 contained at-risk Takata airbags. However, such a response would be expensive. The HONDA
17 DEFENDANTS consciously chose to forgo incurring that expense, respond slowly, and all the
18 while allow people to travel in Honda vehicles equipped with Takata airbags that could kill or
19 catastrophically injure them in collisions that were otherwise not life threatening and survivable.

20 r. By June of 2014, it was well known that a defect in driver-side airbag
21 inflators in Honda Vehicles, including 2001 Civics, can deploy hyper-aggressively. In some
22 instances, the air bag inflators would actually explode under too much pressure.⁸ Those Takata
23 airbags can explode and shoot metal projectiles at drivers.

24
25 ⁷ *Id.*

26 ⁸ Howe, Christopher. "Honda Recalls About 105,000 Vehicle" *Uncover Michigan Online Media*,
27 20 March 2015. Web. 23 March 2015. <<http://uncovermichigan.com/content/23530-honda-recalls-about-105000-vehicles>>
28

1 s. U.S. Transportation Secretary Anthony Foxx has announced a \$14,000-per-
2 day civil fine against Takata for not cooperating with NHTSA in its current investigation of the
3 company's defective equipment. Moreover, Honda has not yet indicated when it will be sending
4 recall notices.

5 t. Takata's own airbag manufacturing plants failed to meet Takata's internal
6 safety standards. As recently as 2011 supervisors at Takata's Mexico plant were reporting
7 potentially lethal defects in the manufacturing process. Up until at least 2011, Takata had been
8 unable to meet its own safety standards.⁹ In 2002, Takata's airbag manufacturing plant in Mexico
9 allowed a defect rate that was "six to eight times above" acceptable limits or roughly 60 to 80
10 defective parts for every million airbag inflators shipped.

11 u. NHTSA recently initiated an investigation of Takata airbags manufactured
12 between 2000 and 2007.¹⁰

13 v. In June 2014, NHTSA announced that Honda, among many other vehicle
14 manufacturers, was conducting limited regional recalls to address a possible safety defect
15 involving Takata brand airbag inflators.

16 w. NHTSA and Honda specifically issued a recall for the driver-side frontal
17 airbag in the SUBJECT VEHICLE on June 19, 2014. The recall is NHTSA Recall Number 14V-
18 351. Honda's campaign number for this recall is JG7.

19 x. U.S. federal prosecutors have taken notice of Takata's failure to properly
20 report the problem with its airbags and are trying to determine whether Takata misled U.S.
21 regulators about the number of defective airbags it sold to automakers.

22 y. Prior to designing, selecting, inspecting, testing, manufacturing, assembling,
23

24 ⁹ Joanna Zuckerman Bernstein, Ben Klayman, and Yuko Kubota, "Exclusive: Takata engineers
25 struggled to maintain airbag quality, documents reveal," Reuters (Oct. 17, 2014), available at
<http://www.reuters.com/article/2014/10/18/us-takata-airbags-idUSKCN0I701B20141018>.

26 ¹⁰ Ben Klayman, "U.S. regulators expand number of vehicles affected by Takata recalls," Reuters
27 (Oct. 22, 2014), available at [http://www.reuters.com/article/2014/10/22/us-autos-takata-
warningidUSKCN0IB03B20141022](http://www.reuters.com/article/2014/10/22/us-autos-takata-warningidUSKCN0IB03B20141022).

1 equipping, marketing, distributing, selling, the SUBJECT VEHICLE, the TAKATA
2 DEFENDANTS and HONDA DEFENDANTS were all aware that there existed alternative frontal
3 airbag system designs, which were safer, more practical and were both technologically and
4 economically feasible for inclusion in the SUBJECT VEHICLE. Upon information and belief,
5 these alternative designs would eliminate the defective and unsafe characteristics of the SUBJECT
6 VEHICLE without impairing its usefulness or making it too expensive.

7 z. In the past 13 years that Takata has known there was a problem with the
8 safety of their airbags, there have been at least four deaths and 139 injuries linked to defective
9 Takata airbags.

10 aa. On October 30, 2014, *The New York Times* reported that NHTSA "ordered
11 the airbag supplier Takata to turn over documents and answer questions under oath related to
12 defective airbag inflators." The order "demanded that Takata turn over records related to the
13 production, testing and subsequent concerns raised internally and by automakers over the airbags,
14 as well as communications between the company and automakers about defect concerns."¹¹

15 45. Plaintiff is informed and believes and thereon alleges that prior to September 7,
16 2014, SUNSET RENTAL and DOES 41 through 50, inclusive, and each of them, acted with
17 "malice" in that they engaged in despicable conduct in conscious disregard for the rights, safety
18 and welfare of others, including Decedent and Plaintiff, thereby entitling Plaintiff to an award of
19 punitive damages pursuant to California *Civil Code* § 3294. Specifically, SUNSET RENTAL and
20 DOES 41 through 50, inclusive, and each of them, acted with malice in that they engaged in
21 despicable conduct and in conscious disregard of the rights, safety, and welfare of Decedent by
22 reason of, including but not limited to:

23 ///

24 ///

26 ¹¹ Aaron Kessler. "Takata. Supplier of Defective Airbags, Ordered to Submit Records," *The New*
27 *York Times* (Oct. 30. 2014).

1 a. In June 2014, NHTSA announced that Honda, among many other vehicle
2 manufacturers, was conducting limited regional recalls to address a possible safety defect
3 involving Takata brand airbag inflators.

4 b. NHTSA and Honda specifically issued a recall for the driver side frontal
5 airbag in the SUBJECT VEHICLE on June 19, 2014. The recall is NHTSA Recall Number 14V-
6 351. Honda's campaign number for this recall is JG7.

7 c. The problems with Takata airbags and, specifically, Takata airbags in
8 Honda vehicles, was well publicized in the national media.

9 d. Despite the recall and the substantial media coverage, SUNSET RENTAL
10 kept the SUBJECT VEHICLE in its fleet of vehicles that it made available for rent.

11 e. SUNSET RENTAL knowingly and recklessly did not complete the recall
12 on the frontal driver-side airbag in the SUBJECT VEHICLE.

13 f. Despite the recall and the substantial media coverage, SUNSET RENTAL
14 knowingly and recklessly put profits over safety of customers, like Decedent, when it allowed
15 Decedent to rent the SUBJECT VEHICLE on August 18, 2014, and drive it off SUNSET
16 RENTAL'S lot without ever taking the SUBJECT VEHICLE, which it owned, to be serviced and
17 repaired in accordance with the recall.

18 g. Despite the recall and the substantial media coverage, at no point between
19 the rental on August 18, 2014, and September 7, 2014, the SUBJECT INCIDENT, did SUNSET
20 RENTAL communicate the potentially dangerous and life-threatening condition of the SUBJECT
21 VEHICLE to Decedent even though SUNSET RENTAL knew she was continuing to drive the
22 SUBJECT VEHICLE and had one or more opportunities to communicate with her.

23 46. Despite the above, Defendants knowingly or recklessly failed to take any steps to
24 protect against or prevent those types of dangers and injuries in conscious disregard for the rights
25 and safety of the public, including Decedent. Said acts and omissions were ratified by managerial
26 employees of said Defendants, and were carried out with the consent of their officers, directors,
27 and/or managing agents whose identities are currently unknown but will be identified when
28 ascertained, even as Defendants' officers, directors, and/or managing agents, knew or had reason

1 to know that the SUBJECT VEHICLE and airbags system was unreasonably safe and dangerous.
2 Said officers, directors, and/or managing agents also failed to provide warnings or recall notices or
3 instructions to consumers concerning the significant dangers associated with the SUBJECT
4 VEHICLE. Said conduct by the TAKATA DEFENDANTS, HONDA DEFENDANTS, SUNSET
5 RENTAL and DOES 1 through 50, inclusive, and each of them, was oppressive, despicable,
6 highly reprehensible and done in the conscious disregard for the rights and safety of the Plaintiff
7 and Decedent and, as such, warrants imposition of punitive damages against said Defendants.

8 47. The above-described conduct of the TAKATA DEFENDANTS, HONDA
9 DEFENDANTS, SUNSET RENTAL and DOES 1 through 50, inclusive, and each of them, by
10 and through their officers, directors, employees and/or managing agents, was carried out with a
11 conscious disregard of the rights and safety of Plaintiff and Decedent, and therefore, Plaintiff is
12 entitled to an award of punitive damages pursuant to California *Civil Code* § 3294 in an amount
13 sufficient to punish the TAKATA DEFENDANTS, HONDA DEFENDANTS, SUNSET
14 RENTAL and DOES 1 through 50, inclusive, and each of them, in light of their financial
15 condition and to make an example of them.

16
17 **SECOND CAUSE OF ACTION**

18 **(Products Liability Sounding in Negligence Against All Takata Defendants, All Honda**
19 **Defendants, Defendant Sunset Car Rental LLC, and DOES 1 through 50, inclusive)**

20 48. Plaintiff adopts and re-alleges each prior paragraph, where relevant, as if set forth
21 fully herein.

22 49. At all times relevant herein, all the TAKATA DEFENDANTS, HONDA
23 DEFENDANTS, SUNSET RENTAL and DOES 1 through 50, inclusive and each of them, took
24 part in and/or were responsible for the manufacture, selection, inspection, testing, design,
25 assemblage, equipment, marketing, distribution, rental, and/or sale of the SUBJECT VEHICLE
26 and its component parts, including but not limited to its defective airbag system, at some point
27 prior to the SUBJECT INCIDENT'S occurrence on September 7, 2014.

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1 50. At all times relevant herein, the TAKATA DEFENDANTS, HONDA
2 DEFENDANTS, SUNSET RENTAL and DOES 1 through 50, inclusive and each of them,
3 manufactured, distributed, marketed, assembled, equipped, rented, and/or sold the SUBJECT
4 VEHICLE and its frontal airbag system, and each Defendant owed Plaintiff ALEXANDER
5 BRANGMAN and Decedent a duty of reasonable care to manufacture, select, inspect, test,
6 assemble, equip, market, distribute, rent, and/or sell the SUBJECT VEHICLE and its components,
7 including the frontal airbag system, so that it would provide a reasonable degree of occupant
8 protection and safety during foreseeable collisions occurring in the real world environment of its
9 expected use.

10 51. At all times relevant herein, as manufactured, selected, inspected, tested,
11 assembled, equipped, marketed, distributed, rented, and/or sold by the TAKATA DEFENDANTS,
12 HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through 50, inclusive, and each of
13 them, the SUBJECT VEHICLE is and was uncrashworthy, defective, unreasonably dangerous,
14 and unsafe for foreseeable users and occupants because its frontal airbag system was defectively
15 manufactured, inadequately designed and constructed, and failed to provide the degree of occupant
16 protection and safety a reasonable consumer would expect in foreseeable accidents occurring in
17 the real world environment of its expected use.

18 52. At all times relevant herein, the TAKATA DEFENDANTS, HONDA
19 DEFENDANTS, SUNSET RENTAL and DOES 1 through 50, inclusive and each of them, each
20 were collectively and respectively negligent, grossly negligent, willful, wanton, reckless and
21 careless and breached their duties of care owed to Plaintiff and Decedent by:

22 a. failing to adopt and implement adequate safety hierarchy procedures and
23 policies;

24 b. failing to manufacture, test, assemble and/or install the airbag system so as
25 to prevent it from having excessively energetic propellant and deploying in foreseeable collisions
26 with excessive force;

27 c. failing to manufacture, test, assemble and/or install the airbag system so that
28 it was properly vented and would adequately deflate under foreseeable impacts;

- 1 d. failing to ensure that the SUBJECT VEHICLE was reasonably crashworthy;
2 e. failing to exercise reasonable care in the manufacture of the SUBJECT
3 VEHICLE and its frontal airbag system;
4 f. failing to exercise reasonable care in the testing of the SUBJECT VEHICLE
5 and its frontal airbag system;
6 g. failing to exercise reasonable care in the inspection of the SUBJECT
7 VEHICLE and its frontal airbag system;
8 h. failing to adopt and implement adequate warnings regarding SUBJECT
9 VEHICLE and its frontal airbag system;
10 i. failing to incorporate appropriate quality assurance procedures in
11 manufacture of the of the SUBJECT VEHICLE and its frontal airbag system;
12 j. failing to repair and maintain the SUBJECT VEHICLE in accordance with
13 issued recalls;
14 k. and on such other and further particulars as the evidence may show.

15 57. On September 7, 2014, Jewel Alexandra Brangman ("Decedent"), age 27, sustained
16 severe injuries in an automobile collision that occurred in Los Angeles County, California. In the
17 collision, the airbags in the SUBJECT VEHICLE Decedent was driving deployed. During the
18 SUBJECT INCIDENT, the SUBJECT VEHICLE'S frontal airbags defectively deployed, striking
19 Decedent with violent, hyper-aggressive force and causing her serious injuries including but not
20 limited to a laceration to the left side of her neck. As a result of a product defect in the driver-side
21 airbags in the SUBJECT VEHICLE that Decedent was driving, the driver-side airbag defectively
22 deployed causing Decedent to suffer catastrophic injuries and, ultimately, death.

23 58. As a legal, direct and proximate result of the conduct of the TAKATA
24 DEFENDANTS, HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through 50,
25 inclusive and each of them, Decedent Jewel Brangman suffered life-ending injuries that caused her
26 excruciating pain and suffering prior to her death. Prior to her death, Decedent incurred losses and
27 damages, including those incurred from emergency medical treatment in an attempt to save her

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1 life, the exact amount of such losses to be stated according to proof, pursuant to Section 425.10 of
2 the *California Code of Civil Procedure*.

3 59. As a legal, direct and proximate result of the aforementioned conduct of the
4 TAKATA DEFENDANTS, HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through
5 50, inclusive and each of them, Decedent was compelled to and did employ the services of
6 hospitals, physicians, surgeons, nurses and the like, to care for and treat her, and did incur
7 hospital, medical, professional and incidental expenses, the exact amount of which expenses will
8 be stated according to proof, pursuant to *California Code of Civil Procedure* Section 425.10.

9 60. As a legal, direct and proximate result of the conduct of the conduct of the
10 TAKATA DEFENDANTS, HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through
11 50, inclusive and each of them, Plaintiff will be deprived of the financial support and assistance of
12 Decedent, the exact amount of such losses to be stated according to proof, pursuant to Section
13 425.10 of the *California Code of Civil Procedure*.

14 61. As a legal, direct and proximate result of the conduct of the TAKATA
15 DEFENDANTS, HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through 50,
16 inclusive and each of them, Decedent suffered lost earnings, the exact amount of such losses to be
17 stated according to proof, pursuant to Section 425.10 of the *California Code of Civil Procedure*.

18 62. As a legal, direct and proximate result of the conduct of TAKATA
19 DEFENDANTS, HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through 50,
20 inclusive and each of them, Plaintiff has sustained damages resulting from the loss of love,
21 affection, society, service, comfort, support, right of support, expectations of future support and
22 counseling, companionship, solace and mental support, as well as other benefits and assistance, of
23 his daughter, the Decedent, all to Plaintiff's general damages in a sum in excess of the
24 jurisdictional limits of this Court, which will be stated according to proof, pursuant to Section
25 425.10 of the *California Code of Civil Procedure*.

26 63. Plaintiff is informed and believes and thereon alleges that prior to September 7,
27 2014, TAKATA DEFENDANTS, HONDA DEFENDANTS, and DOES 1 through 40, inclusive,
28 and each of them, acted with "malice" in that they engaged in despicable conduct in conscious

1 disregard for the rights, safety and welfare of others, including Decedent and Plaintiff, thereby
2 entitling Plaintiff to an award of punitive damages pursuant to California *Civil Code* § 3294.
3 Specifically, TAKATA DEFENDANTS, HONDA DEFENDANTS, and DOES 1 through 40,
4 inclusive, and each of them, acted with malice in that they engaged in despicable conduct and in
5 conscious disregard of the rights, safety, and welfare of Decedent by reason of, including but not
6 limited to:

7 a. The SUBJECT VEHICLE was unreasonably dangerous and defective,
8 because it was designed, manufactured and sold with an excessively energetic inflator in the
9 frontal airbag system which deployed with dangerously excessive explosive force during airbag
10 deployment in foreseeable collisions, including the SUBJECT INCIDENT.

11 b. The TAKATA DEFENDANTS, HONDA DEFENDANTS, and DOES 1
12 through 40, inclusive, and each of them were aware of feasible alternative designs which would
13 have minimized or eliminated altogether the risk of injury posed by the SUBJECT VEHICLE and
14 its frontal airbag system.

15 c. The TAKATA DEFENDANTS are the second largest manufacturer of
16 automotive safety devices, including airbags. Airbags are a central safety feature of automobiles
17 and are meant to inflate rapidly during an automobile collision with the purpose to cushion and
18 provide protection to occupants' bodies.

19 d. The airbag at issue in this case was developed by the TAKATA
20 DEFENDANTS in the 1990s and was designed to inflate by means of explosive based on a
21 common compound used in fertilizer. That explosive is encased in a metal canister.

22 e. The TAKATA DEFENDANTS manufactures the airbags at issue in this
23 Complaint at two plants located in Moses Lake, Washington, and Monclova, Mexico. These
24 plants also manufacture airbag inflators.

25 f. Airbags manufactured by the TAKATA DEFENDANTS, including the
26 airbags at issue in this case, have been installed in vehicles manufactured by Honda, as well as
27 other automakers.

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1 g. Since at least 2007, TAKATA CORP. has claimed prioritizing driver safety
2 is its “dream.”¹² Based on that “dream,” they claimed to be “motivated by the preciousness of
3 life” and pledged to both “communicate openly and effectively.”¹³ TAKATA CORP. has failed to
4 live up to its dream by manufacturing, distributing, and selling airbags that can cause serious
5 bodily injury or death.

6 h. The TAKATA DEFENDANTS and HONDA DEFENDANTS have been
7 aware for more than a decade that some of Takata's airbags contain dangerous defects. In 2001,
8 the TAKATA DEFENDANTS became aware some airbags in Isuzu vehicles contained defects.
9 Several years later in 2004, a Takata airbag in a Honda Accord exploded and severely injured the
10 car's driver. The TAKATA DEFENDANTS and HONDA DEFENDANTS unilaterally deemed
11 the incident “an anomaly” and did nothing about it. Neither sought to inform or involve federal
12 safety regulators at that time. Instead, The TAKATA DEFENDANTS and HONDA
13 DEFENDANTS brushed the “anomaly” under the rug. In 2007, several additional Honda vehicles
14 experienced airbag explosion incidents. Despite the Honda and Isuzu incidents, neither Takata nor
15 Honda at that time issued recalls or told U.S. safety regulators that the incidents involved
16 exploding airbags.

17 i. *The New York Times* recently revealed that the TAKATA DEFENDANTS
18 had in fact investigated its airbags, learned of defects, and then purposefully destroyed the
19 evidence of the defects. During the summer of 2004, after the Honda airbag explosion that same
20 year, the TAKATA DEFENDANTS conducted secret tests on 50 airbags that had been retrieved
21 from scrapyards. The tests were performed after normal work hours and on weekends and
22 holidays in Auburn Hills, Michigan and were supervised by Al Bernat, Takata's then Vice
23 President for Engineering.¹⁴

24 _____
25 ¹² Takata Company Investor's Meeting Presentation- Investment Highlights, FY2007, at 3.

26 ¹³ *Id.*

27 ¹⁴ Hiroko Tabuchi, “Air Bag Flaw. Long Known to Honda and Takata, Led to Recalls,” *The New*
28 *York Times* (Sept. 11. 2014).

1 j. Two of the airbag inflators that were tested showed cracks and “rapid
2 disassembly” (or exploded), and Takata engineers theorized that a welding problem with the
3 inflator’s canister, which holds the airbag’s explosives, made the airbags vulnerable to split or
4 rupture. In response, Takata engineers attempted to design prototypes to remedy the issue.¹⁵

5 k. After three months of testing, however, the TAKATA DEFENDANTS
6 ordered the testing halted. Lab employees were instructed to destroy all of the data related to the
7 testing, including video and computer backups. Moreover, the airbag inflators and the prototypes
8 were ordered to be disassembled and disposed. According to a former Takata employee, “All the
9 testing was hush-hush ... Then one day it was, ‘Pack it all up, shut the whole thing down.’ It was
10 not standard procedure.”

11 l. These tests were not disclosed to federal regulators until September of
12 2009.

13 m. Moreover, according to *The New York Times* article, internal Takata
14 documents show that the TAKATA DEFENDANTS faced a series of quality control problems
15 related to its airbags. In particular, airbags were being delivered to automakers wet or damaged.
16 Airbags were not always properly inspected, and checks that had been introduced to keep airbags
17 in the appropriate condition were being ignored.¹⁶

18 n. The TAKATA DEFENDANTS were aware that the mishandling of airbags
19 and airbag inflators created a danger. A Takata local manager noted in October 2005 that “[t]he
20 propellant arrangement inside is what can be damaged when the airbags are dropped,” which is
21 “why it is important to handle our product properly.”¹⁷

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25 ¹⁵ *Id.*

26 ¹⁶ Hiroko Tabuchi, “Takata Saw and Hid Risk in Airbags in 2004, Former Workers Say,” *The New*
27 *York Times* (Nov. 6, 2014).

28 ¹⁷ *Id.*

1 o. Nonetheless, even after stricter quality controls were introduced, Takata's
2 production facilities would resist taking back damaged or wet airbags, in an effort to keep up with
3 the demand of automakers.¹⁸

4 p. In 2008, Honda became the first entity to inform U.S. authorities that it had
5 a problem with some Takata airbags installed in its vehicles. However, Honda only issued a small
6 scale recall. Honda's first recall was for only 4,000 Accords and Civics. In 2013, Honda and
7 NHTSA engaged in many discussions regarding the on-going Takata airbag problems, resulting in
8 more recalls.

9 q. The HONDA DEFENDANTS were put on notice more than a decade ago
10 that Takata airbags in Honda vehicles may possess a dangerous defect that could kill drivers and
11 passengers in collisions that otherwise would not have killed them. Despite Honda's knowledge,
12 Honda did nothing for years. When the HONDA DEFENDANTS finally responded to the known
13 risk of death and catastrophic injuries that Takata airbags in Honda vehicles posed to vehicle
14 occupants, Honda's response was inappropriately slow. Honda's response lacked urgency for
15 years. The HONDA DEFENDANTS should have aggressively identified all of their Vehicles that
16 contained at-risk Takata airbags. However, such a response would be expensive. The HONDA
17 DEFENDANTS consciously chose to forgo incurring that expense, respond slowly, and all the
18 while allow people to travel in Honda vehicles equipped with Takata airbags that could kill or
19 catastrophically injure them in collisions that were otherwise not life threatening and survivable.

20 r. By June of 2014, it was well known that a defect in driver-side airbag
21 inflators in Honda Vehicles, including 2001 Civics, can deploy hyper-aggressively. In some
22 instances, the air bag inflators would actually explode under too much pressure.¹⁹ Those Takata
23 airbags can explode and shoot metal projectiles at drivers.

24
25 ¹⁸ *Id.*

26 ¹⁹ Howe, Christopher. "Honda Recalls About 105,000 Vehicle" *Uncover Michigan Online Media*,
27 20 March 2015. Web. 23 March 2015. <<http://uncovermichigan.com/content/23530-honda-recalls-about-105000-vehicles>>
28

1 s. U.S. Transportation Secretary Anthony Foxx has announced a \$14,000-per-
2 day civil fine against Takata for not cooperating with NHTSA in its current investigation of the
3 company's defective equipment. Moreover, Honda has not yet indicated when it will be sending
4 recall notices.

5 t. Takata's own airbag manufacturing plants failed to meet Takata's internal
6 safety standards. As recently as 2011, supervisors at Takata's Mexico plant were reporting
7 potentially lethal defects in the manufacturing process. Up until at least 2011, Takata had been
8 unable to meet its own safety standards.²⁰ In 2002, Takata's airbag manufacturing plant in Mexico
9 allowed a defect rate that was "six to eight times above" acceptable limits, or roughly 60 to 80
10 defective parts for every million airbag inflators shipped.

11 u. NHTSA recently initiated an investigation of Takata airbags manufactured
12 between 2000 and 2007.²¹

13 v. In June 2014, NHTSA announced that Honda, among many other vehicle
14 manufacturers, was conducting limited regional recalls to address a possible safety defect
15 involving Takata brand airbag inflators.

16 w. NHTSA and Honda specifically issued a recall for the driver-side frontal
17 airbag in the SUBJECT VEHICLE on June 19, 2014. The recall is NHTSA Recall Number 14V-
18 351. Honda's campaign number for this recall is JG7.

19 x. U.S. federal prosecutors have taken notice of Takata's failure to properly
20 report the problem with its airbags and are trying to determine whether Takata misled U.S.
21 regulators about the number of defective airbags it sold to automakers.

22 ///

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24 ²⁰ Joanna Zuckerman Bernstein, Ben Klayman, and Yuko Kubota, "Exclusive: Takata engineers
25 struggled to maintain airbag quality, documents reveal," Reuters (Oct. 17, 2014), available at
<http://www.reuters.com/article/2014/10/18/us-takata-airbags-idUSKCN01701B20141018>.

26 ²¹ Ben Klayman, "U.S. regulators expand number of vehicles affected by Takata recalls," Reuters
27 (Oct. 22, 2014), available at [http://www.reuters.com/article/2014/10/22/us-autos-takata-](http://www.reuters.com/article/2014/10/22/us-autos-takata-warningidUSKCN01B03B20141022)
28 [warningidUSKCN01B03B20141022](http://www.reuters.com/article/2014/10/22/us-autos-takata-warningidUSKCN01B03B20141022).

1 y. Prior to designing, selecting, inspecting, testing, manufacturing, assembling,
2 equipping, marketing, distributing, selling, the SUBJECT VEHICLE, the TAKATA
3 DEFENDANTS and HONDA DEFENDANTS were all aware that there existed alternative frontal
4 airbag system designs, which were safer, more practical and were both technologically and
5 economically feasible for inclusion in the SUBJECT VEHICLE. Upon information and belief,
6 these alternative designs would eliminate the defective and unsafe characteristics of the SUBJECT
7 VEHICLE without impairing its usefulness or making it too expensive.

8 z. In the past 13 years that Takata has known there was a problem with the
9 safety of their airbags, there have been at least four deaths and 139 injuries linked to defective
10 Takata airbags.

11 aa. On October 30, 2014, *The New York Times* reported that NHTSA "ordered
12 the airbag supplier Takata to turn over documents and answer questions under oath related to
13 defective airbag inflators." The order "demanded that Takata turn over records related to the
14 production, testing and subsequent concerns raised internally and by automakers over the airbags,
15 as well as communications between the company and automakers about defect concerns."²²

16 64. Plaintiff is informed and believes and thereon alleges that prior to September 7,
17 2014, SUNSET RENTAL and DOES 41 through 50, inclusive, and each of them, acted with
18 "malice" in that they engaged in despicable conduct in conscious disregard for the rights, safety
19 and welfare of others, including Decedent and Plaintiff, thereby entitling Plaintiff to an award of
20 punitive damages pursuant to California *Civil Code* § 3294. Specifically, SUNSET RENTAL and
21 DOES 41 through 50, inclusive, and each of them, acted with malice in that they engaged in
22 despicable conduct and in conscious disregard of the rights, safety, and welfare of Decedent by
23 reason of, including but not limited to:

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26 ²² Aaron Kessler, "Takata, Supplier of Defective Airbags. Ordered to Submit Records," *The New*
27 *York Times* (Oct. 30. 2014).

1 a. In June 2014, NHTSA announced that Honda, among many other vehicle
2 manufacturers, was conducting limited regional recalls to address a possible safety defect
3 involving Takata brand airbag inflators.

4 b. NHTSA and Honda specifically issued a recall for the driver side frontal
5 airbag in the SUBJECT VEHICLE on June 19, 2014. The recall is NHTSA Recall Number 14V-
6 351. Honda's campaign number for this recall is JG7.

7 c. The problems with Takata airbags and, specifically, Takata airbags in
8 Honda vehicles, was well publicized in the national media.

9 d. Despite the recall and the substantial media coverage, SUNSET RENTAL
10 kept the SUBJECT VEHICLE in its fleet of vehicles that it made available for rent.

11 e. SUNSET RENTAL knowingly and recklessly did not complete the recall
12 on the frontal driver-side airbag in the SUBJECT VEHICLE.

13 f. Despite the recall and the substantial media coverage, SUNSET RENTAL
14 knowingly and recklessly put profits over safety of customers, like Decedent, when it allowed
15 Decedent to rent the SUBJECT VEHICLE on August 18, 2014, and drive it off SUNSET
16 RENTAL'S lot without ever taking the SUBJECT VEHICLE, which it owned, to be serviced and
17 repaired in accordance with the recall.

18 g. Despite the recall and the substantial media coverage, at no point between
19 the rental on August 18, 2014, and September 7, 2014, the SUBJECT INCIDENT, did SUNSET
20 RENTAL communicate the potentially dangerous and life-threatening condition of the SUBJECT
21 VEHICLE to Decedent even though SUNSET RENTAL knew she was continuing to drive the
22 SUBJECT VEHICLE and had one or more opportunities to communicate with her.

23 65. Despite the above, Defendants knowingly or recklessly failed to take any steps to
24 protect against or prevent those types of dangers and injuries in conscious disregard for the rights
25 and safety of the public, including Decedent. Said acts and omissions were ratified by managerial
26 employees of said Defendants and were carried out with the consent of their officers, directors,
27 and/or managing agents whose identities are currently unknown but will be identified when
28 ascertained, even as Defendants' officers, directors, and/or managing agents, knew or had reason

1 to know that the SUBJECT VEHICLE and airbags system was unreasonably safe and dangerous.
2 Said officers, directors, and/or managing agents also failed to provide warnings or recall notices or
3 instructions to consumers concerning the significant dangers associated with the SUBJECT
4 VEHICLE. Said conduct by the TAKATA DEFENDANTS, HONDA DEFENDANTS, SUNSET
5 RENTAL and DOES 1 through 50, inclusive, and each of them, was oppressive, despicable,
6 highly reprehensible and done in the conscious disregard for the rights and safety of the Plaintiff
7 and Decedent and, as such, warrants imposition of punitive damages against said Defendants.

8 66. The above-described conduct of the TAKATA DEFENDANTS, HONDA
9 DEFENDANTS, SUNSET RENTAL and DOES 1 through 50, inclusive, and each of them, by
10 and through their officers, directors, employees and/or managing agents, was carried out with a
11 conscious disregard of the rights and safety of Plaintiff and Decedent, and therefore, Plaintiff is
12 entitled to an award of punitive damages pursuant to California *Civil Code* § 3294 in an amount
13 sufficient to punish the TAKATA DEFENDANTS, HONDA DEFENDANTS, SUNSET
14 RENTAL and DOES 1 through 50, inclusive, and each of them, in light of their financial
15 condition, and to make an example of them.

16
17 **THIRD CAUSE OF ACTION**

18 **(Failure to Warn against All Takata Defendants, All Honda Defendants, Defendant Sunset**
19 **Car Rental LLC, and DOES 1 through 50, inclusive.)**

20 67. Plaintiff adopts and re-alleges each prior paragraph, where relevant, as if set forth
21 fully herein.

22 68. At all times relevant herein, the TAKATA DEFENDANTS, HONDA
23 DEFENDANTS, and DOES 1 through 40, inclusive, as manufacturers and distributors of the
24 SUBJECT VEHICLE and its frontal airbag system, owed duties to warn of foreseeable dangerous
25 conditions of the SUBJECT VEHICLE which would impair its safety.

26 69. At all times relevant herein, Defendants SUNSET RENTAL and DOES 41 through
27 50, as a retail car rental business that owned and rented the SUBJECT VEHICLE, owed duties to

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1 warn of foreseeable dangerous conditions, potential defects, and recalls of the SUBJECT
2 VEHICLE which would impair its safety.

3 70. At all times relevant herein, the Takata Defendants, Honda Defendants, Defendant
4 Sunset Rental, and DOES 1 through 40, inclusive, knew or should have known that the SUBJECT
5 VEHICLE'S frontal airbag system had an excessively energetic inflator and would deploy with
6 excessive explosive force in foreseeable collisions.

7 71. At all times relevant herein, the TAKATA DEFENDANTS, HONDA
8 DEFENDANTS, SUNSET RENTAL, and DOES 1 through 50, inclusive, would have had and had
9 no reason to believe that users would realize this potential danger.

10 72. At all times relevant herein, the TAKATA DEFENDANTS, HONDA
11 DEFENDANTS, SUNSET RENTAL, and DOES 1 through 50, inclusive, affirmatively failed to
12 exercise reasonable care to inform users of the SUBJECT VEHICLE'S dangerous condition,
13 potential defects, and issued recall created by the excessively energetic and hyper aggressive
14 inflator in the driver-side frontal airbag system.

15 73. As a direct and proximate result of the failure of the TAKATA DEFENDANTS,
16 HONDA DEFENDANTS, DEFENDANT SUNSET RENTAL, and DOES 1 through 50,
17 inclusive, to warn of the dangers posed by the excessively energetic inflator in the frontal airbag
18 system in the SUBJECT VEHICLE and the breaches complained of herein, Decedent suffered
19 injuries that caused excruciating pain and suffering and eventually led to her death.

20 74. On September 7, 2014, Jewel Alexandra Brangman ("Decedent"), age 27, sustained
21 severe injuries in an automobile collision that occurred in Los Angeles County, California. In the
22 collision, the airbags in the SUBJECT VEHICLE Decedent was driving deployed. During the
23 SUBJECT INCIDENT, the SUBJECT VEHICLE'S frontal airbags defectively deployed, striking
24 Decedent with violent, hyper-aggressive force and causing her serious injuries including but not
25 limited to a laceration to the left side of her neck. As a result of a product defect in the driver-side
26 airbags in the SUBJECT VEHICLE that Decedent was driving, the driver-side airbag defectively
27 deployed causing Decedent to suffer catastrophic injuries and, ultimately, death.

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1 75. As a legal, direct and proximate result of the conduct of the TAKATA
2 DEFENDANTS, HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through 50,
3 inclusive and each of them, Decedent Jewel Brangman suffered life-ending injuries that caused her
4 excruciating pain and suffering prior to her death. Prior to her death, Decedent incurred losses and
5 damages, including those incurred from emergency medical treatment in an attempt to save her
6 life, the exact amount of such losses to be stated according to proof, pursuant to Section 425.10 of
7 the *California Code of Civil Procedure*.

8 76. As a legal, direct and proximate result of the aforementioned conduct of the
9 TAKATA DEFENDANTS, HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through
10 50, inclusive and each of them, Decedent was compelled to and did employ the services of
11 hospitals, physicians, surgeons, nurses and the like, to care for and treat her, and did incur
12 hospital, medical, professional and incidental expenses, the exact amount of which expenses will
13 be stated according to proof, pursuant to California *Code of Civil Procedure* Section 425.10.

14 77. As a legal, direct and proximate result of the conduct of the conduct of the
15 TAKATA DEFENDANTS, HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through
16 50, inclusive and each of them, Plaintiff will be deprived of the financial support and assistance of
17 Decedent, the exact amount of such losses to be stated according to proof, pursuant to Section
18 425.10 of the *California Code of Civil Procedure*.

19 78. As a legal, direct and proximate result of the conduct of the TAKATA
20 DEFENDANTS, HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through 50,
21 inclusive and each of them, Decedent suffered lost earnings, the exact amount of such losses to be
22 stated according to proof, pursuant to Section 425.10 of the *California Code of Civil Procedure*.

23 79. As a legal, direct and proximate result of the conduct of TAKATA
24 DEFENDANTS, HONDA DEFENDANTS, SUNSET RENTAL and DOES 1 through 50,
25 inclusive and each of them, Plaintiff has sustained damages resulting from the loss of love,
26 affection, society, service, comfort, support, right of support, expectations of future support and
27 counseling, companionship, solace and mental support, as well as other benefits and assistance, of
28 his daughter, the Decedent, all to Plaintiff's general damages in a sum in excess of the

1 jurisdictional limits of this Court, which will be stated according to proof, pursuant to Section
2 425.10 of the California *Code of Civil Procedure*.

3 80. Plaintiff is informed and believes and thereon alleges that prior to September 7,
4 2014, TAKATA DEFENDANTS, HONDA DEFENDANTS, and DOES 1 through 40, inclusive,
5 and each of them, acted with "malice" in that they engaged in despicable conduct in conscious
6 disregard for the rights, safety and welfare of others, including Decedent and Plaintiff, thereby
7 entitling Plaintiff to an award of punitive damages pursuant to California *Civil Code* § 3294.
8 Specifically, TAKATA DEFENDANTS, HONDA DEFENDANTS, and DOES 1 through 40,
9 inclusive, and each of them, acted with malice in that they engaged in despicable conduct and in
10 conscious disregard of the rights, safety, and welfare of Decedent by reason of, including but not
11 limited to:

12 a. The SUBJECT VEHICLE was unreasonably dangerous and defective,
13 because it was designed, manufactured and sold with an excessively energetic inflator in the
14 frontal airbag system which deployed with dangerously excessive explosive force during airbag
15 deployment in foreseeable collisions, including the SUBJECT INCIDENT.

16 b. The TAKATA DEFENDANTS, HONDA DEFENDANTS, and DOES 1
17 through 40, inclusive, and each of them were aware of feasible alternative designs which would
18 have minimized or eliminated altogether the risk of injury posed by the SUBJECT VEHICLE and
19 its frontal airbag system.

20 c. The TAKATA DEFENDANTS are the second largest manufacturer of
21 automotive safety devices, including airbags. Airbags are a central safety feature of automobiles
22 and are meant to inflate rapidly during an automobile collision with the purpose to cushion and
23 provide protection to occupants' bodies.

24 d. The airbag at issue in this case was developed by the TAKATA
25 DEFENDANTS in the 1990s and was designed to inflate by means of explosive based on a
26 common compound used in fertilizer. That explosive is encased in a metal canister.

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1 e. The TAKATA DEFENDANTS manufactures the airbags at issue in this
2 Complaint at two plants located in Moses Lake, Washington, and Monclova, Mexico. These
3 plants also manufacture airbag inflators.

4 f. Airbags manufactured by the TAKATA DEFENDANTS, including the
5 airbags at issue in this case, have been installed in vehicles manufactured by Honda, as well as
6 other automakers.

7 g. Since at least 2007, TAKATA CORP. has claimed prioritizing driver safety
8 is its "dream."²³ Based on that "dream," they claimed to be "motivated by the preciousness of
9 life" and pledged to both "communicate openly and effectively."²⁴ TAKATA CORP. has failed to
10 live up to its dream by manufacturing, distributing, and selling airbags that can cause serious
11 bodily injury or death.

12 h. The TAKATA DEFENDANTS and HONDA DEFENDANTS have been
13 aware for more than a decade that some of Takata's airbags contain dangerous defects. In 2001,
14 the TAKATA DEFENDANTS became aware some airbags in Isuzu vehicles contained defects.
15 Several years later in 2004, a Takata airbag in a Honda Accord exploded and severely injured the
16 car's driver. The TAKATA DEFENDANTS and HONDA DEFENDANTS unilaterally deemed
17 the incident "an anomaly" and did nothing about it. Neither sought to inform or involve federal
18 safety regulators at that time. Instead, The TAKATA DEFENDANTS and HONDA
19 DEFENDANTS brushed the "anomaly" under the rug. In 2007, several additional Honda vehicles
20 experienced airbag explosion incidents. Despite the Honda and Isuzu incidents, neither Takata nor
21 Honda at that time issued recalls or told U.S. safety regulators that the incidents involved
22 exploding airbags.

23 i. *The New York Times* recently revealed that the TAKATA DEFENDANTS
24 had in fact investigated its airbags, learned of defects, and then purposefully destroyed the
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27 ²³ Takata Company Investor's Meeting Presentation- Investment Highlights, FY2007, at 3.

28 ²⁴ *Id.*

1 evidence of the defects. During the summer of 2004, after the Honda airbag explosion that same
2 year, the TAKATA DEFENDANTS conducted secret tests on 50 airbags that had been retrieved
3 from scrapyards. The tests were performed after normal work hours and on weekends and
4 holidays in Auburn Hills, Michigan and were supervised by Al Bernat, Takata's then Vice
5 President for Engineering.²⁵

6 j. Two of the airbag inflators that were tested showed cracks and "rapid
7 disassembly" (or exploded), and Takata engineers theorized that a welding problem with the
8 inflator's canister, which holds the airbag's explosives, made the airbags vulnerable to split or
9 rupture. In response, Takata engineers attempted to design prototypes to remedy the issue.²⁶

10 k. After three months of testing, however, the TAKATA DEFENDANTS
11 ordered the testing halted. Lab employees were instructed to destroy all of the data related to the
12 testing, including video and computer backups. Moreover, the airbag inflators and the prototypes
13 were ordered to be disassembled and disposed. According to a former Takata employee, "All the
14 testing was hush-hush ... Then one day it was, 'Pack it all up, shut the whole thing down.' It was
15 not standard procedure."

16 l. These tests were not disclosed to federal regulators until September of
17 2009.

18 m. Moreover, according to *The New York Times* article, internal Takata
19 documents show that the TAKATA DEFENDANTS faced a series of quality control problems
20 related to its airbags. In particular, airbags were being delivered to automakers wet or damaged.
21 Airbags were not always properly inspected, and checks that had been introduced to keep airbags
22 in the appropriate condition were being ignored.²⁷

24 ²⁵ Hiroko Tabuchi, "Air Bag Flaw, Long Known to Honda and Takata, Led to Recalls," *The New*
25 *York Times* (Sept. 11, 2014).

26 ²⁶ *Id.*

27 ²⁷ Hiroko Tabuchi, "Takata Saw and Hid Risk in Airbags in 2004, Former Workers Say," *The New*
28 (footnote continued)

1 n. The TAKATA DEFENDANTS were aware that the mishandling of airbags
2 and airbag inflators created a danger. A Takata local manager noted in October 2005 that “[t]he
3 propellant arrangement inside is what can be damaged when the airbags are dropped,” which is
4 “why it is important to handle our product properly.”²⁸

5 o. Nonetheless, even after stricter quality controls were introduced, Takata’s
6 production facilities would resist taking back damaged or wet airbags, in an effort to keep up with
7 the demand of automakers.²⁹

8 p. In 2008, Honda became the first entity to inform U.S. authorities that it had
9 a problem with some Takata airbags installed in its vehicles. However, Honda only issued a small
10 scale recall. Honda's first recall was for only 4,000 Accords and Civics. In 2013, Honda and
11 NHTSA engaged in many discussions regarding the on-going Takata airbag problems, resulting in
12 more recalls.

13 q. The HONDA DEFENDANTS were put on notice more than a decade ago
14 that Takata airbags in Honda vehicles may possess a dangerous defect that could kill drivers and
15 passengers in collisions that otherwise would not have killed them. Despite Honda's knowledge,
16 Honda did nothing for years. When the HONDA DEFENDANTS finally responded to the known
17 risk of death and catastrophic injuries that Takata airbags in Honda vehicles posed to vehicle
18 occupants, Honda's response was inappropriately slow. Honda's response lacked urgency for
19 years. The HONDA DEFENDANTS should have aggressively identified all of their Vehicles that
20 contained at-risk Takata airbags. However, such a response would be expensive. The HONDA
21 DEFENDANTS consciously chose to forgo incurring that expense, respond slowly, and all the
22 while allow people to travel in Honda vehicles equipped with Takata airbags that could kill or
23 catastrophically injure them in collisions that were otherwise not life threatening and survivable.

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26 *York Times* (Nov. 6, 2014).

27 ²⁸ *Id.*

28 ²⁹ *Id.*

1 r. By June of 2014, it was well known that a defect in driver-side airbag
2 inflators in Honda Vehicles, including 2001 Civics, can deploy hyper-aggressively. In some
3 instances, the air bag inflators would actually explode under too much pressure.³⁰ Those Takata
4 airbags can explode and shoot metal projectiles at drivers.

5 s. U.S. Transportation Secretary Anthony Foxx has announced a \$14,000-per-
6 day civil fine against Takata for not cooperating with NHTSA in its current investigation of the
7 company's defective equipment. Moreover, Honda has not yet indicated when it will be sending
8 recall notices.

9 t. Takata's own airbag manufacturing plants failed to meet Takata's internal
10 safety standards. As recently as 2011, supervisors at Takata's Mexico plant were reporting
11 potentially lethal defects in the manufacturing process. Up until at least 2011, Takata had been
12 unable to meet its own safety standards.³¹ In 2002, Takata's airbag manufacturing plant in Mexico
13 allowed a defect rate that was "six to eight times above" acceptable limits, or roughly 60 to 80
14 defective parts for every million airbag inflators shipped.

15 u. NHTSA recently initiated an investigation of Takata airbags manufactured
16 between 2000 and 2007.³²

17 v. In June 2014, NHTSA announced that Honda, among many other vehicle
18 manufacturers, was conducting limited regional recalls to address a possible safety defect
19 involving Takata brand airbag inflators.

20 w. NHTSA and Honda specifically issued a recall for the driver side frontal
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22 ³⁰ Howe, Christopher. "Honda Recalls About 105,000 Vehicle" *Uncover Michigan Online Media*,
23 20 March 2015. Web. 23 March 2015. <<http://uncovermichigan.com/content/23530-honda-recalls-about-105000-vehicles>>

24 ³¹ Joanna Zuckerman Bernstein, Ben Klayman, and Yuko Kubota, "Exclusive: Takata engineers
25 struggled to maintain airbag quality, documents reveal," Reuters (Oct. 17, 2014), available at
<http://www.reuters.com/article/2014/10/18/us-takata-airbags-idUSKCN0I701B20141018>.

26 ³² Ben Klayman, "U.S. regulators expand number of vehicles affected by Takata recalls," Reuters
27 (Oct. 22, 2014), available at <http://www.reuters.com/article/2014/10/22/us-autos-takata-warningidUSKCN0IB03B20141022>.

1 airbag in the SUBJECT VEHICLE on June 19, 2014. The recall is NHTSA Recall Number 14V-
2 351. Honda's campaign number for this recall is JG7.

3 x. U.S. federal prosecutors have taken notice of Takata's failure to properly
4 report the problem with its airbags and are trying to determine whether Takata misled U.S.
5 regulators about the number of defective airbags it sold to automakers.

6 y. Prior to designing, selecting, inspecting, testing, manufacturing, assembling,
7 equipping, marketing, distributing, selling, the SUBJECT VEHICLE, the TAKATA
8 DEFENDANTS and HONDA DEFENDANTS were all aware that there existed alternative frontal
9 airbag system designs, which were safer, more practical and were both technologically and
10 economically feasible for inclusion in the SUBJECT VEHICLE. Upon information and belief,
11 these alternative designs would eliminate the defective and unsafe characteristics of the SUBJECT
12 VEHICLE without impairing its usefulness or making it too expensive.

13 z. In the past 13 years that Takata has known there was a problem with the
14 safety of their airbags, there have been at least four deaths and 139 injuries linked to defective
15 Takata airbags.

16 aa. On October 30, 2014, *The New York Times* reported that NHTSA "ordered
17 the airbag supplier Takata to turn over documents and answer questions under oath related to
18 defective airbag inflators." The order "demanded that Takata turn over records related to the
19 production, testing and subsequent concerns raised internally and by automakers over the airbags,
20 as well as communications between the company and automakers about defect concerns."³³

21 81. Plaintiff is informed and believes and thereon alleges that prior to September 7,
22 2014, SUNSET RENTAL and DOES 41 through 50, inclusive, and each of them, acted with
23 "malice" in that they engaged in despicable conduct in conscious disregard for the rights, safety
24 and welfare of others, including Decedent and Plaintiff, thereby entitling Plaintiff to an award of
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27 ³³ Aaron Kessler, "Takata, Supplier of Defective Airbags, Ordered to Submit Records," *The New*
28 *York Times* (Oct. 30, 2014).

1 punitive damages pursuant to California *Civil Code* § 3294. Specifically, SUNSET RENTAL and
2 DOES 41 through 50, inclusive, and each of them, acted with malice in that they engaged in
3 despicable conduct and in conscious disregard of the rights, safety, and welfare of Decedent by
4 reason of, including but not limited to:

5 a. In June 2014, NHTSA announced that Honda, among many other vehicle
6 manufacturers, was conducting limited regional recalls to address a possible safety defect
7 involving Takata brand airbag inflators.

8 b. NHTSA and Honda specifically issued a recall for the driver side frontal
9 airbag in the SUBJECT VEHICLE on June 19, 2014. The recall is NHTSA Recall Number 14V-
10 351. Honda's campaign number for this recall is JG7.

11 c. The problems with Takata airbags and, specifically, Takata airbags in
12 Honda vehicles, was well publicized in the national media.

13 d. Despite the recall and the substantial media coverage, SUNSET RENTAL
14 kept the SUBJECT VEHICLE in its fleet of vehicles that it made available for rent.

15 e. SUNSET RENTAL knowingly and recklessly did not complete the recall
16 on the frontal driver-side airbag in the SUBJECT VEHICLE.

17 f. Despite the recall and the substantial media coverage, SUNSET RENTAL
18 knowingly and recklessly put profits over safety of customers, like Decedent, when it allowed
19 Decedent to rent the SUBJECT VEHICLE on August 18, 2014, and drive it off SUNSET
20 RENTAL'S lot without ever taking the SUBJECT VEHICLE, which it owned, to be serviced and
21 repaired in accordance with the recall.

22 g. Despite the recall and the substantial media coverage, at no point between
23 the rental on August 18, 2014, and September 7, 2014, the SUBJECT INCIDENT, did SUNSET
24 RENTAL communicate the potentially dangerous and life-threatening condition of the SUBJECT
25 VEHICLE to Decedent even though SUNSET RENTAL knew she was continuing to drive the
26 SUBJECT VEHICLE and had one or more opportunities to communicate with her.

27 82. Despite the above, Defendants knowingly or recklessly failed to take any steps to
28 protect against or prevent those types of dangers and injuries in conscious disregard for the rights

1 and safety of the public, including Decedent. Said acts and omissions were ratified by managerial
2 employees of said Defendants, and were carried out with the consent of their officers, directors,
3 and/or managing agents whose identities are currently unknown but will be identified when
4 ascertained, even as Defendants' officers, directors, and/or managing agents, knew or had reason
5 to know that the SUBJECT VEHICLE and airbags system was unreasonably safe and dangerous.
6 Said officers, directors, and/or managing agents also failed to provide warnings or recall notices or
7 instructions to consumers concerning the significant dangers associated with the SUBJECT
8 VEHICLE. Said conduct by the TAKATA DEFENDANTS, HONDA DEFENDANTS, SUNSET
9 RENTAL and DOES 1 through 50, inclusive, and each of them, was oppressive, despicable,
10 highly reprehensible and done in the conscious disregard for the rights and safety of the Plaintiff
11 and Decedent and, as such, warrants imposition of punitive damages against said Defendants.

12 83. The above-described conduct of the TAKATA DEFENDANTS, HONDA
13 DEFENDANTS, SUNSET RENTAL and DOES 1 through 50, inclusive, and each of them, by
14 and through their officers, directors, employees and/or managing agents, was carried out with a
15 conscious disregard of the rights and safety of Plaintiff and Decedent, and therefore, Plaintiff is
16 entitled to an award of punitive damages pursuant to California *Civil Code* § 3294 in an amount
17 sufficient to punish the TAKATA DEFENDANTS, HONDA DEFENDANTS, SUNSET
18 RENTAL and DOES 1 through 50, inclusive, and each of them, in light of their financial
19 condition, and to make an example of them.

20 21 **FOURTH CAUSE OF ACTION**

22 **(Negligence Against Defendants SUNSET RENTAL, and DOES 51 through 75, inclusive.)**

23 84. Plaintiff re-alleges and incorporates herein by reference each and every allegation
24 and statement contained in the prior paragraphs.

25 85. At all times relevant herein, the Defendants SUNSET RENTAL and DOES 51
26 through 75, inclusive and each of them, were responsible for repairing, maintaining, and renting
27 the SUBJECT VEHICLE and its component parts, including but not limited to its defective airbag
28 system, at some point prior to the SUBJECT INCIDENT'S occurrence on September 7, 2014.

1 86. At all times relevant herein, SUNSET RENTAL and DOES 51 through 75,
2 inclusive and each of them, owed its customers, including Decedent, a duty of reasonable care to
3 rent, repair, and maintain the SUBJECT VEHICLE and its components, including the frontal
4 airbag system, so that it would provide a reasonable degree of occupant protection and safety
5 during foreseeable collisions occurring in the real world environment of its expected use.

6 87. At all times relevant herein, the SUBJECT VEHICLE was repaired, maintained,
7 and rented by SUNSET RENTAL and DOES 51 through 75, inclusive and each of them, and was
8 uncrashworthy, defective, unreasonably dangerous, and unsafe for foreseeable users and
9 occupants, including Decedent, because its frontal driver-side airbag system was defectively
10 manufactured, inadequately designed and constructed, and failed to provide the degree of occupant
11 protection and safety a reasonable consumer would expect in foreseeable accidents occurring in
12 the real world environment of its expected use.

13 88. Specifically, the SUBJECT VEHICLE was recalled for the driver-side frontal
14 airbag in on June 19, 2014. The recall is associated with NHTSA Recall Number 14V-351 and
15 Honda's recall campaign number JG7. Upon information and belief, the repair and maintenance
16 specified in the recall for the SUBJECT VEHICLE had not been performed prior to Decedent's
17 rental of the SUBJECT VEHICLE.

18 89. At all times relevant herein, SUNSET RENTAL and DOES 51 through 75,
19 inclusive and each of them, was negligent, grossly negligent, willful, wanton, reckless and careless
20 and breached its duties of care owed to Decedent by failing to repair and maintain the SUBJECT
21 VEHICLE in accordance with the issued recall for the SUBJECT VEHICLE prior to renting the
22 SUBJECT VEHICLE to Decedent.

23 90. On September 7, 2014, Jewel Alexandra Brangman ("Decedent"), age 27, sustained
24 severe injuries in an automobile collision that occurred in Los Angeles County, California. In the
25 collision, the airbags in the SUBJECT VEHICLE Decedent was driving deployed. During the
26 SUBJECT INCIDENT, the SUBJECT VEHICLE'S frontal airbags defectively deployed, striking
27 Decedent with violent, hyper-aggressive force and causing her serious injuries including but not
28 limited to a laceration to the left side of her neck. As a result of a product defect in the driver-side

1 airbags in the SUBJECT VEHICLE that Decedent was driving, the driver-side airbag defectively
2 deployed causing Decedent to suffer catastrophic injuries and, ultimately, death.

3 91. As a legal, direct and proximate result of the conduct of SUNSET RENTAL and
4 DOES 51 through 75, inclusive and each of them, Decedent Jewel Brangman suffered life-ending
5 injuries that caused her excruciating pain and suffering prior to her death. Prior to her death,
6 Decedent incurred losses and damages, including those incurred from emergency medical
7 treatment in an attempt to save her life, the exact amount of such losses to be stated according to
8 proof, pursuant to Section 425.10 of the *California Code of Civil Procedure*.

9 92. As a legal, direct and proximate result of the conduct of SUNSET RENTAL and
10 DOES 51 through 75, inclusive and each of them, Decedent was compelled to and did employ the
11 services of hospitals, physicians, surgeons, nurses and the like, to care for and treat her, and did
12 incur hospital, medical, professional and incidental expenses, the exact amount of which expenses
13 will be stated according to proof, pursuant to *California Code of Civil Procedure* Section 425.10.

14 93. As a legal, direct and proximate result of the conduct of SUNSET RENTAL and
15 DOES 51 through 75, inclusive and each of them, Plaintiff will be deprived of the financial
16 support and assistance of Decedent, the exact amount of such losses to be stated according to
17 proof, pursuant to Section 425.10 of the *California Code of Civil Procedure*.

18 94. As a legal, direct and proximate result of the conduct of SUNSET RENTAL and
19 DOES 51 through 75, inclusive and each of them, Decedent suffered lost earnings, the exact
20 amount of such losses to be stated according to proof, pursuant to Section 425.10 of the *California*
21 *Code of Civil Procedure*.

22 95. As a legal, direct and proximate result of the conduct of SUNSET RENTAL and
23 DOES 51 through 75, inclusive and each of them, Plaintiff has sustained damages resulting from
24 the loss of love, affection, society, service, comfort, support, right of support, expectations of
25 future support and counseling, companionship, solace and mental support, as well as other benefits
26 and assistance, of his daughter, the Decedent, all to Plaintiff's general damages in a sum in excess
27 of the jurisdictional limits of this Court, which will be stated according to proof, pursuant to
28 Section 425.10 of the *California Code of Civil Procedure*.

1 96. Plaintiff is informed and believes and thereon alleges that prior to September 7,
2 2014, SUNSET RENTAL and DOES 51 through 75, inclusive, and each of them, acted with
3 "malice" in that they engaged in despicable conduct in conscious disregard for the rights, safety
4 and welfare of others, including Decedent and Plaintiff, thereby entitling Plaintiff to an award of
5 punitive damages pursuant to California *Civil Code* § 3294. Specifically, SUNSET RENTAL and
6 DOES 41 through 50, inclusive, and each of them, acted with malice in that they engaged in
7 despicable conduct and in conscious disregard of the rights, safety, and welfare of Decedent by
8 reason of, including but not limited to:

9 a. In June 2014, NHTSA announced that Honda, among many other vehicle
10 manufacturers, was conducting limited regional recalls to address a possible safety defect
11 involving Takata brand airbag inflators.

12 b. NHTSA and Honda specifically issued a recall for the driver side frontal
13 airbag in the SUBJECT VEHICLE on June 19, 2014. The recall is NHTSA Recall Number 14V-
14 351. Honda's campaign number for this recall is JG7.

15 c. The problems with Takata airbags and, specifically, Takata airbags in
16 Honda vehicles, was well publicized in the national media.

17 d. Despite the recall and the substantial media coverage, SUNSET RENTAL
18 kept the SUBJECT VEHICLE in its fleet of vehicles that it made available for rent.

19 e. SUNSET RENTAL knowingly and recklessly did not complete the recall
20 on the frontal driver-side airbag in the SUBJECT VEHICLE.

21 f. Despite the recall and the substantial media coverage, SUNSET RENTAL
22 knowingly and recklessly put profits over safety of customers, like Decedent, when it allowed
23 Decedent to rent the SUBJECT VEHICLE on August 18, 2014. and drive it off SUNSET
24 RENTAL'S lot without ever taking the SUBJECT VEHICLE, which it owned, to be serviced and
25 repaired in accordance with the recall.

26 g. Despite the recall and the substantial media coverage, at no point between
27 the rental on August 18, 2014, and September 7, 2014, the SUBJECT INCIDENT, did SUNSET
28 RENTAL communicate the potentially dangerous and life-threatening condition of the SUBJECT

1 VEHICLE to Decedent even though SUNSET RENTAL knew she was continuing to drive the
2 SUBJECT VEHICLE and had one or more opportunities to communicate with her.

3 97. Despite the above, Defendants knowingly or recklessly failed to take any steps to
4 protect against or prevent those types of dangers and injuries in conscious disregard for the rights
5 and safety of the public, including Decedent. Said acts and omissions were ratified by managerial
6 employees of said Defendants, and were carried out with the consent of their officers, directors,
7 and/or managing agents whose identities are currently unknown but will be identified when
8 ascertained, even as Defendants' officers, directors, and/or managing agents, knew or had reason
9 to know that the SUBJECT VEHICLE and airbags system was unreasonably safe and dangerous.
10 Said officers, directors, and/or managing agents also failed to provide warnings or recall notices or
11 instructions to consumers concerning the significant dangers associated with the SUBJECT
12 VEHICLE. Said conduct by Defendants SUNSET RENTAL and DOES 51 through 75, inclusive,
13 and each of them, was oppressive, despicable, highly reprehensible and done in the conscious
14 disregard for the rights and safety of the Plaintiff and DECEDENT and, as such, warrants
15 imposition of punitive damages against said Defendants.

16 98. The above-described conduct of Defendants SUNSET RENTAL and DOES 51
17 through 75, inclusive, and each of them, by and through their officers, directors, employees and/or
18 managing agents, was carried out with a conscious disregard of the rights and safety of Plaintiff
19 and Decedent, and therefore, Plaintiff is entitled to an award of punitive damages pursuant to
20 California *Civil Code* § 3294 in an amount sufficient to punish Defendants SUNSET RENTAL
21 and DOES 51 through 75, inclusive, and each of them, in light of their financial condition, and to
22 make an example of them.

23
24 **FIFTH CAUSE OF ACTION**

25 **(Negligence Against Defendants Andrew Cort Lee, Juan Manuel Meza Rodriguez, Li**
26 **Yang, and DOES 76 through 100, inclusive.)**

27 99. Plaintiff re-alleges and incorporates herein by reference each and every allegation
28 and statement contained in the prior paragraphs.

1 100. Plaintiff is informed and believes, and thereupon alleges, that at all times
2 mentioned herein, Defendants LEE, RODRIGUEZ, YANG, and DOES 76 through 100, inclusive,
3 and each of them, owed a duty of care to all reasonably foreseeable people, including Plaintiff and
4 Decedent, to own, lease, manage, maintain, entrust, control, drive and operate their vehicles in a
5 reasonable manner.

6 101. Plaintiff is informed and believes, and thereupon alleges, that at all times
7 mentioned herein, Defendants LEE, RODRIGUEZ, and YANG, and DOES 76 through 100,
8 inclusive, and each of them, negligently owned, leased, managed, maintained, entrusted, drove,
9 controlled and operated their vehicles, so as to legally and proximately cause a collision between
10 the SUBJECT VEHICLE being operated by Decedent and their vehicles while Decedent was
11 operating the SUBJECT VEHICLE in a reasonable and legal manner and with due caution.

12 102. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
13 herein, Defendant LEE'S actions were per se negligent as Defendant LEE violated multiple
14 California Vehicle Code sections, including but not limited to 22350 (violation of the basic speed
15 law). Plaintiff also alleges that, at all times herein, Decedent was a person belonging to the class
16 of persons sought to be protected by the said Vehicle Code Section and that Decedent suffered the
17 type of injury the aforementioned Vehicle Code Section was meant to prevent. Plaintiff is further
18 informed, believes, and thereon alleges, that said violations of the Vehicle Code Section were a
19 substantial factor in causing Decedent's injuries and damages complained of herein.

20 103. Plaintiff is informed and believes, and thereupon alleges, that the negligence by
21 Defendants LEE, RODRIGUEZ, and YANG, and DOES 76 through 100, inclusive, and each of
22 them, in regards to the ownership, control, entrustment, management, maintenance and operation
23 of their vehicles, legally caused the collision involved in the SUBJECT INCIDENT and was a
24 substantial factor in causing Decedent's injuries.

25 104. As a legal, direct and proximate result of the aforementioned conduct of
26 Defendants LEE, RODRIGUEZ, and YANG, and DOES 76 through 100, inclusive, and each of
27 them, Decedent sustained serious injuries and eventually passed away.

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1 105. On September 7, 2014, Jewel Alexandra Brangman ("Decedent"), age 27, sustained
2 severe injuries in an automobile collision that occurred in Los Angeles County, California. In the
3 collision, the airbags in the SUBJECT VEHICLE Decedent was driving deployed. During the
4 SUBJECT INCIDENT, the SUBJECT VEHICLE'S frontal airbags defectively deployed, striking
5 Decedent with violent, hyper-aggressive force and causing her serious injuries including but not
6 limited to a laceration to the left side of her neck. As a result of a product defect in the driver-side
7 airbags in the SUBJECT VEHICLE that Decedent was driving, the driver-side airbag defectively
8 deployed causing Decedent to suffer catastrophic injuries and, ultimately, death.

9 106. As a legal, direct and proximate result of the conduct of Defendants LEE,
10 RODRIGUEZ, YANG, and DOES 76 through 100, inclusive and each of them, Decedent Jewel
11 Brangman suffered life-ending injuries that caused her excruciating pain and suffering prior to her
12 death. Prior to her death, Decedent incurred losses and damages, including those incurred from
13 emergency medical treatment in an attempt to save her life, the exact amount of such losses to be
14 stated according to proof, pursuant to Section 425.10 of the *California Code of Civil Procedure*.

15 107. As a legal, direct and proximate result of the conduct of Defendants LEE,
16 RODRIGUEZ, YANG, and DOES 76 through 100, inclusive and each of them, Decedent was
17 compelled to and did employ the services of hospitals, physicians, surgeons, nurses and the like, to
18 care for and treat her, and did incur hospital, medical, professional and incidental expenses, the
19 exact amount of which expenses will be stated according to proof, pursuant to *California Code of*
20 *Civil Procedure* Section 425.10.

21 108. As a legal, direct and proximate result of the conduct of Defendants LEE,
22 RODRIGUEZ, YANG, and DOES 76 through 100, inclusive and each of them, Plaintiff will be
23 deprived of the financial support and assistance of Decedent, the exact amount of such losses to be
24 stated according to proof, pursuant to Section 425.10 of the *California Code of Civil Procedure*.

25 109. As a legal, direct and proximate result of the conduct of Defendants LEE,
26 RODRIGUEZ, YANG, and DOES 76 through 100, inclusive and each of them, Decedent suffered
27 lost earnings, the exact amount of such losses to be stated according to proof, pursuant to Section
28 425.10 of the *California Code of Civil Procedure*.

110. As a legal, direct and proximate result of the conduct of Defendants LEE, RODRIGUEZ, YANG, and DOES 76 through 100, inclusive and each of them, Plaintiff has sustained damages resulting from the loss of love, affection, society, service, comfort, support, right of support, expectations of future support and counseling, companionship, solace and mental support, as well as other benefits and assistance, of his daughter, the Decedent, all to Plaintiff's general damages in a sum in excess of the jurisdictional limits of this Court, which will be stated according to proof, pursuant to Section 425.10 of the California *Code of Civil Procedure*.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For economic damages related to the loss that Decedent sustained before death;
2. Any and all other damages recoverable as Decedent's successor-in-interest in bringing the survival actions herein;
3. For exemplary and punitive damages against Defendants AMERICAN HONDA MOTOR CO., INC.; HONDA MOTOR CO., LTD.; HONDA R & D CO., LTD.; HONDA OF AMERICA MFG., INC.; TAKATA CORPORATION; TAKATA, INC.; TK HOLDINGS; HIGHLAND INDUSTRIES, INC.; SUNSET CAR RENTAL, LLC.; ANDREW CORT LEE; JUAN MANUEL MEZA RODRIGUEZ; and LI YANG in an amount as a jury may determine to halt such conduct;
4. As to Plaintiff's individual capacity, for general damages for loss of love, affection, care, society, service, comfort, support, right to support, companionship, solace or moral support, expectations of future support and counseling, which will be stated according to proof, and beyond the jurisdictional minimum of this Court; in a sum within the jurisdiction of this Court and which will be established according to proof at trial;
5. For damages for other economic losses, according to proof;
6. For pre-trial interest, according to proof;

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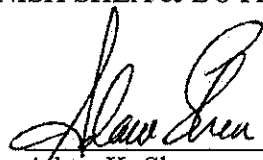
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- 7. For prejudgment interest, according to proof; and
- 8. For such other and further relief as this Court may deem just and proper.

DATED: April 21, 2015

PANISH SHEA & BOYLE LLP

By: 
Adam K. Shea
Ryan Casey
Attorneys for Plaintiff

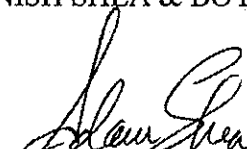
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury as to all causes of action.

DATED: April 21, 2015

PANISH SHEA & BOYLE LLP

By: 
Adam K. Shea
Ryan Casey
Attorneys for Plaintiff