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6 SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

7 MAGDALENO SANTIAGO SANCHEZ and
RAYMUNDO SANTIAGO SANCHEZ,

8 Plaintiffs,

9 v.

10 CHRYSLER GROUP, LLC, a Delaware
Limited Liability Company; and
11 SAMANTHA MALORY MAZUR, and
Does 1 to 100.

12 Defendants.

COMPLAINT FOR DAMAGES:

1. Negligent, Malicious, Wanton, Gross Negligent and/ or Reckless operation of Motor Vehicle
2. Strict Products Liability
3. Negligent, Malicious, Wanton, Gross Negligent and/or Malicious Design, Testing, Manufacture, Marketing or Sale, Marketing of Consumer Product
4. Breach of Implied Warranties

Demand for Jury Trial

14 COME NOW THE PLAINTIFFS AND ALLEGE AS FOLLOWS:

15 **I.**

16 **THE PARTIES and JURISDICTIONAL STATEMENT**

- 17 1. Plaintiff Magdaleno Santiago Sanchez is a resident of Los Angeles, California in Los
18 Angeles County.
- 19 2. Plaintiff Raymundo Santiago Sanchez is a resident of Los Angeles, California in Los
20 Angeles, County.
- 21 3. Plaintiff Magdaleno Santiago Sanchez was the owner and operator of the 1994 Jeep
22 Grand Cherokee involved in the subject car crash and was and is a resident of Los
23

COMPLAINT FOR DAMAGES: 1. NEGLIGENCE, WANTON, GROSS NEGLIGENCE AND/OR RECKLESS OPERATION OF MOTOR VEHICLE; 2. STRICT PRODUCTS LIABILITY; 3. NEGLIGENCE, WANTON, GROSS NEGLIGENCE AND/OR RECKLESS DESIGN, TESTING, MANUFACTURE, SALE, MARKETING OF CONSUMER PRODUCT; 4. BREACH OF IMPLIED WARRANTIES

1 Angeles County, California, residing at 4562 Saturn Street, Los Angeles, California
2 90019.

3 4. Plaintiff Raymundo Santiago Sanchez was a passenger in the 1994 Jeep Grand
4 Cherokee at the time of the accident and was and is a resident of Los Angeles County,
5 California, residing at 1432 S. Cloverdale Avenue, Los Angeles, California 90019.

6 5. Defendant Samantha Malory Mazur is a resident of Los Angeles, California, residing at
7 1537 7th Street, Santa Monica, CA 90401.

8 6. Defendant Samantha Malory Mazur was the driver of the motor vehicle (owned by
9 Mindy Moren), a 2011 Honda Accord, that crashed into the rear of the 1994 Jeep Grand
10 Cherokee occupied by Plaintiffs on April 5, 2014.

11 7. Defendant Chrysler Group LLC is a limited liability company organized under the laws
12 of the State of Delaware and headquartered in Auburn Hills, Michigan.

13 8. Plaintiffs are currently unaware of the true names and capacities of the parties sued
14 herein as DOES 1 to 100, inclusive, and therefore sue them under those fictitious
15 names. Plaintiffs will seek leave of Court to amend this Complaint when they learn the
16 true names and identities of the DOE Defendants.

17 9. Plaintiffs are informed and believe and thereon allege that each of the said fictitiously
18 named Defendants are legally responsible in some manner for the occurrences herein
19 alleged and that Plaintiffs' injuries and damages as herein alleged were proximately
20 caused by said Defendants' conduct.

21 10. Before the crash on April 5, 2014 that gave rise to Plaintiffs' injuries and damages,
22 Chrysler Group LLC agreed to assume any liabilities arising out of products
23 manufactured by its Chrysler predecessors, including but not limited to

COMPLAINT FOR DAMAGES: 1. NEGLIGENT, WANTON, GROSS NEGLIGENT AND/OR RECKLESS
OPERATION OF MOTOR VEHICLE; 2. STRICT PRODUCTS LIABILITY; 3. NEGLIGENT, WANTON,
GROSS NEGLIGENT AND/OR RECKLESS DESIGN, TESTING, MANUFACTURE, SALE, MARKETING
OF CONSUMER PRODUCT; 4. BREACH OF IMPLIED WARRANTIES

1 DaimlerChrysler Company, LLC and/or DaimlerChrysler Corporation and/or Chrysler
2 LLC and/or Old Carco LLC, or any other Chrysler entity that designed, tested,
3 manufactured, marketed, sold or otherwise placed into the stream of commerce the
4 particular 1994 Jeep Grand Cherokee that is the subject of the product liability claims
5 herein. Consequently, Chrysler Group LLC is referred to as Defendant Chrysler
6 hereinafter, and is intended to refer to the entity responsible for the defective and
7 unreasonably dangerous condition of the product and that is responsible for all claims
8 associated with the negligence, malicious, willful and wanton and reckless design,
9 testing, manufacturing, marketing, recall, repair and warning or instructions associated
10 with the product identified herein as the Jeep.

11 11. Defendant Chrysler, designed, manufactured, fabricated, produced, assembled, tested,
12 sold or otherwise processed and placed into commerce the 1994 Jeep Grand Cherokee,
13 VIN # 1J4FX58S0RC192714, (“the Jeep”) pursuant to California law.

14 12. This Court has jurisdiction over Defendant Chrysler because it is registered to do business
15 in California, conducts business in California and derives substantial revenue from its
16 marketing and service efforts in California, having sufficient minimum contacts in this
17 state. Furthermore, Defendant Chrysler committed torts within the state of California by
18 placing a defective or unreasonably dangerous product into the marketplace that it knew or
19 should have known was likely to cause serious injury to consumers in California.

20 13. Defendant Chrysler’s registered agent for service of process for the State of California is
21 CT Corporation System, at 818 West Seventh Street, Los Angeles, California 90017.

22 14. Does 1 to 50 was and is at all times herein mentioned, engaged in the business of
23 designing, manufacturing, marketing, testing of component parts of the subject Jeep

1 described as the 1994 Jeep Grand Cherokee manufactured, designed, and assembled by
2 Defendant Chrysler that was intended or reasonably expected to be sold or operated in
3 Los Angeles County, California.

4 15. Defendant Chrysler and Does 51 to 100 was and is at all times herein mentioned,
5 engaged in the business of selling the 1994 Jeep Grand Cherokee or component parts at
6 retail to members of the general public or was otherwise involved in placing the subject
7 Jeep or component parts into the stream of commerce with knowledge that its products
8 could and would likely be operated or used in Los Angeles County, California.

9 16. The compensatory damages suffered and claimed by Plaintiffs in this action exceed the
10 jurisdictional requirement of this Court.

11 17. Venue is proper in this Court because the car crash giving rise to Plaintiffs' damages
12 occurred in Los Angeles County, California, Plaintiffs' damages accrued in Los
13 Angeles County, and a substantial part of the events or omissions giving rise to
14 Plaintiffs' claims and damages occurred in Los Angeles County, California.

15 II.

16 GENERAL FACTUAL ALLEGATIONS

17 18. This is an action for personal injury damages and property damages for Plaintiffs'
18 Magdaleno Santiago Sanchez and Raymundo Santiago Sanchez, arising out of the
19 ordinary, expected or reasonably foreseeable use of Defendant Chrysler's product (the
20 Jeep) and the negligent, malicious, willful and wanton or reckless conduct of Defendant
21 Mazur in her operation of the 2011 Honda Accord involved in the car crash giving rise
22 to Plaintiffs claims.
23

1 19. On April 5, 2014, Plaintiff Magdaleno Santiago Sanchez (“Magdaleno” hereinafter) was
2 driving his 1994 Jeep Grand Cherokee (VIN # 1J4FX58S0RC192714) (the “Jeep”) on
3 the San Diego Freeway in Los Angeles County, California, when the Jeep was struck
4 from behind by a 2011 Honda Accord negligently, maliciously, willfully and wantonly,
5 or recklessly operated by Defendant Mazur.

6 20. Defendant Mazur was suspected of drunk driving, failed to pass sobriety test at the
7 scene, was arrested at the scene and later charged with driving under the influence of
8 drugs or alcohol.

9 21. Upon impact, the Jeep became engulfed in flames, and was destroyed to the point of
10 being unrepairable.

11 22. At the time of the crash, Plaintiff Raymundo Santiago Sanchez (“Raymundo”
12 hereinafter) was a passenger in the Jeep.

13 23. As a result of the crash and contemporaneous fire, Plaintiffs were severely injured,
14 suffering severe burns on their hands, arms and torso, and suffering severe emotional
15 and mental trauma.

16 24. The injuries and damages claimed herein occurred in part because the Jeep in question
17 was not reasonably crashworthy, and was not reasonably fit for its intended purpose and
18 for use in foreseeable accidents. The Jeep was unreasonably dangerous and defective in
19 the design of its fuel system, creating an unreasonable risk of fire and serious injury or
20 death in otherwise survivable and reasonably foreseeable rear end collisions.

21 25. The Jeep was defective or unreasonable dangerous, negligently, maliciously, recklessly
22 or willfully and wantonly designed and/or manufactured, with inadequate warnings or
23 instructions concerning the use of the product and was not crashworthy in that because

1 of the design of its fuel system, it caught fire after being struck from the rear pursuant to
2 California Products Liability law.

3 **III.**

4 **SPECIFIC ALLEGATIONS**

5 **COUNT ONE**

6 **(Negligent, Malicious, Wanton, Reckless Conduct of Defendant Mazur)**

7 26. Plaintiffs incorporate by reference paragraphs 1 through 25.

8 27. On April 5, 2014, Defendant Mazur negligently, maliciously, willfully and wantonly,
9 and/or recklessly operated the 2011 Honda Accord that crashed into the rear of the Jeep
10 occupied by Plaintiffs while they were travelling in the Jeep on I-405 in Los Angeles
11 County, California.

12 28. Defendant Mazur operated the Honda Accord while intoxicated in violation of
13 California law.

14 29. As a direct and proximate cause of Defendant Mazur's negligent, malicious, willfully
15 wanton and/or reckless operation of the Honda Accord, Plaintiffs suffered severe
16 personal injury including, but not limited to, severe burns and associated immediate and
17 ongoing mental trauma. Plaintiffs have been caused severe mental and physical pain
18 and suffering, continue to suffer severe physical and mental pain and will continue to
19 suffer severe physical and mental pain and suffering for an indefinite period into the
20 future, as well as scarring and disfigurement and physical impairments that are expected
21 to be permanent in nature, resulting in future physical pain and suffering and mental
22 anguish all as a direct and proximate result of Defendant Mazur's negligent, malicious,
23 wanton and/or reckless operation of the Honda Accord she operated on April 5, 2014.

1 30. Plaintiffs have also incurred catastrophic economic losses including, but not limited to,
2 medical expenses, future expected medical costs, and loss of earnings and future
3 earning capacity as a direct and proximate cause of Defendant Mazur's negligent,
4 malicious, willful and wanton and/or reckless conduct.

5 31. As a direct and proximate result of Defendant Mazur, Plaintiff Magdaleno suffered
6 property damages associated with the destruction of the Jeep as a direct and proximate
7 result of Defendant Mazur's negligent, malicious, willful and wanton and/or reckless
8 conduct.

9 32. Plaintiffs are informed and believe and thereon allege that Defendants, and each of
10 them, including the DOE Defendants, committed other acts and omissions currently
11 unknown to Plaintiffs that makes Defendants liable for injuries sustained by Plaintiffs,
12 according to proof at trial.

13 Wherefore, Plaintiffs demand judgment against Defendant Mazur for all compensatory
14 losses, past and future, including, but not limited to, physical and mental pain and suffering,
15 disfigurement, physical impairment, loss of enjoyment of life, medical costs, loss of income
16 and earning capacity, property damage, and any other compensatory losses. And Plaintiffs
17 seek damages against Defendant Mazur for operating the Honda Accord in a wanton,
18 malicious, grossly negligent and/or reckless manner while intoxicated in violation of
19 California law, and to deter others similarly situated. Plaintiffs also seek costs of suit
20 incurred herein and any other relief as the Court may deem just and proper.

21 **COUNT TWO**

22 **(Strict Liability Chrysler Group LLC)**

23 33. Plaintiffs incorporate by reference paragraphs 1 through 32.

COMPLAINT FOR DAMAGES: 1. NEGLIGENT, WANTON, GROSS NEGLIGENT AND/OR RECKLESS
OPERATION OF MOTOR VEHICLE; 2. STRICT PRODUCTS LIABILITY; 3. NEGLIGENT, WANTON,
GROSS NEGLIGENT AND/OR RECKLESS DESIGN, TESTING, MANUFACTURE, SALE, MARKETING
OF CONSUMER PRODUCT; 4. BREACH OF IMPLIED WARRANTIES

1 34. At the time of the incident on April 5, 2014, the Jeep was in substantially the same
2 condition (expected wear aside) as it was at the time the Jeep was placed into commerce
3 by Defendant Chrysler.

4 35. Defendant Chrysler is and at all times herein mentioned was (through its predecessor in
5 interest) engaged in the business of designing, manufacturing, testing, assembling, and
6 marketing the Jeep for sale and use by the consuming public, and Defendant Chrysler
7 designed, manufactured, tested, assembled and marketed the Jeep made the subject of
8 this matter.

9 36. The Jeep was being used for the purpose intended by Defendant Chrysler at the time of
10 the crash in issue.

11 37. The Jeep was in a defective and unreasonably dangerous condition at the time it was
12 placed into commerce and the defect (unknown to Plaintiffs) existed when the Jeep was
13 being used by Plaintiffs. The defect in the fuel system included but is not limited to the
14 following:

15 a. The fuel tank was designed and installed in a location that is susceptible to
16 rupture, puncture or other damage that would cause a breach in the fuel tank
17 allowing fuel and fuel vapors to escape thereby presenting the risk of fire and
18 explosion and resulting in a significant risk of burn injuries and death in the
19 event of a foreseeable collision in the rear of the Jeep;

20 b. The fuel tank of the Jeep was designed with material that is susceptible to
21 rupture, puncture, or other damage that would cause a breach in the fuel tank
22 allowing fuel and fuel vapors to escape thereby presenting the risk of fire and
23

1 explosion resulting in a significant risk of burn injury or death in the event of a
2 foreseeable collision in the rear of the Jeep;

3 c. The Jeep was not equipped with a shield that protects the fuel tank from rupture,
4 puncture or other damage that would cause a breach in the fuel tank allowing
5 fuel and fuel vapors to escape thereby presenting the risk of fire and explosion
6 resulting in a significant risk of burn injury or death in the event of a foreseeable
7 collision in the rear of the Jeep;

8 d. The fuel filler neck of the Jeep was routed in such a way that it is susceptible to
9 being torn away, pulled off, punctured or damaged in the event of an accident,
10 thereby causing a breach in the fuel tank system allowing fuel and fuel vapors to
11 escape thereby presenting the risk of fire and explosion resulting in a significant
12 risk of burn injury or death in the event of a foreseeable collision in the rear of
13 the Jeep;

14 e. The fuel tank of the Jeep was not equipped with a check valve that would
15 prevent fuel spillage from the fuel filler neck if the fuel filler neck was torn
16 away, pulled off, punctured or damaged in the event of an accident, thereby
17 causing a breach in the fuel tank system allowing fuel and fuel vapors to escape
18 thereby presenting the risk of fire and explosion resulting in a significant risk of
19 burn injury or death in the event of a foreseeable collision in the rear of the Jeep.

20 38. At all times pertinent to this matter, including the time of manufacture of the product,
21 alternative feasible designs existed that would have prevented or greatly reduced the
22 potential for fuel fed fires in foreseeable car crashes involving the Jeep.

1 39. The subject Jeep failed to perform as safely as an ordinary consumer would expect
2 when used in the reasonably foreseeable manner and consequently failed to meet the
3 expectations of the ordinary consumer.

4 40. The risk of danger inherent in the design of the subject Jeep outweighs the benefits of
5 such design.

6 41. Defendant Chrysler knew of the severe risk of catastrophic injuries or death associated
7 with its fuel system in the 1994 Jeep Grand Cherokee prior to the product leaving its
8 custody and control but maliciously, with willful and conscious disregard of the rights
9 or safety of others, including Plaintiffs, failed to take remedial steps to address the
10 design defect.

11 42. Ordinary consumers, such as Plaintiffs would not and did not recognize the potential
12 fire risks associated with the maliciously designed fuel system and associated structures
13 that were installed in the rear crush zone of the Jeep.

14 43. Defendant Chrysler negligently, willfully and wantonly, grossly negligently, recklessly
15 maliciously, with willful and conscious disregard of the rights or safety of others,
16 including Plaintiffs, failed to adequately warn or instruct of the potential risks
17 associated with the use of the Jeep and its fuel tank position, rendering it defective.

18 44. As a direct and proximate cause of the defective condition of the Jeep (whether due to a
19 design defect, manufacturing defect, or defect in the warnings and instructions)
20 Plaintiffs suffered severe physical and mental injuries, including, but not limited to,
21 severe burns and associated immediate and ongoing mental trauma, severe mental and
22 physical pain and suffering, and expected future physical and mental pain, scarring and
23

1 disfigurement and physical impairment that is expected to be permanent in nature, with
2 resulting severe future physical and mental anguish.

3 45. As a direct and proximate result of Defendant Chrysler's defective product, the Jeep,
4 Plaintiffs have also incurred catastrophic economic losses including, but not limited to,
5 medical expenses associated with treatment of their injuries, future expected medical
6 costs, loss of past earnings and future earning capacity.

7 46. Plaintiffs are informed and believe and thereon allege that Defendants, and each of
8 them, including the DOE Defendants, committed other acts and omissions currently
9 unknown to Plaintiffs that makes Defendants liable for injuries sustained by Plaintiffs,
10 according to proof at trial.

11 Wherefore, Plaintiffs demand judgment against Defendant Chrysler for all
12 compensatory losses, past and future, including, but not limited to, physical and mental pain
13 and suffering, disfigurement, physical impairment, loss of enjoyment of life, medical costs,
14 loss of income and earning capacity, and any other compensatory losses. Plaintiffs also seek
15 damages against Defendant Chrysler for its malicious, conduct, willfully and consciously
16 disregarding the Plaintiffs rights and safety, associated with its design of the fuel system of
17 the Jeep Grand Cherokee, and its warnings and instructions (or lack thereof) associated with
18 the use of the Jeep Grand Cherokee. Plaintiffs also seek costs of suit incurred herein and any
19 other relief as the Court may deem just and proper.

20 **COUNT THREE**

21 **(Negligent, Malicious, Gross Negligent and/or Reckless Conduct of**
22 **Defendant Chrysler Group LLC)**

23 47. Plaintiffs incorporate by reference paragraphs 1 through 46.

COMPLAINT FOR DAMAGES: 1. NEGLIGENT, WANTON, GROSS NEGLIGENT AND/OR RECKLESS
OPERATION OF MOTOR VEHICLE; 2. STRICT PRODUCTS LIABILITY; 3. NEGLIGENT, WANTON,
GROSS NEGLIGENT AND/OR RECKLESS DESIGN, TESTING, MANUFACTURE, SALE, MARKETING
OF CONSUMER PRODUCT; 4. BREACH OF IMPLIED WARRANTIES

1 48. Defendant Chrysler owed a duty to Plaintiffs as foreseeable users of its product, the
2 Jeep, to use the amount of care in designing, manufacturing, inspecting, testing,
3 marketing and selling the Jeep that a reasonably careful designer, manufacturer,
4 supplier, tester, or seller would use in similar circumstances to avoid exposing the
5 consuming public, including Plaintiffs, to reasonably foreseeable risks of harm
6 associated with its product.

7 49. Defendant Chrysler owed a duty to provide adequate post-sale warnings to foreseeable
8 users or owners of the Jeep, including Plaintiffs, of hazards associated with its product
9 that pose a significant risk of serious bodily harm or death.

10 50. Defendant Chrysler owed a duty to use the amount of care in conducting a recall of a
11 defective product, whether voluntarily or through mandate from the National Highway
12 Transportation Safety Administration, that a reasonably careful manufacturer or
13 supplier or seller would use in similar circumstances to avoid exposing the consuming
14 public, including Plaintiffs, to a reasonably foreseeable risk of serious bodily harm or
15 death.

16 51. Defendant Chrysler breached its duty as a manufacturer in that Defendant Chrysler was
17 negligent, malicious, willful and wanton, reckless or grossly negligent in its design,
18 manufacture, testing, inspecting, marketing and post-sale recall and/or warning or
19 instructing with regards to the 1994 Jeep Grand Cherokee in issue, and all other similar
20 models from 1993 to 2004 in one or more of the following ways:

- 21 a. The fuel tank was negligently, maliciously, willfully and wantonly, grossly
22 negligently, or recklessly designed and installed in a location that is susceptible
23 to rupture, puncture or other damage that would cause a breach in the fuel tank

1 allowing fuel and fuel vapors to escape thereby presenting the risk of fire and
2 explosion and resulting in a significant risk of burn injuries and death in the
3 event of a foreseeable collision in the rear of the Jeep;

4 b. The fuel tank of the Jeep was negligently, maliciously, willfully and wantonly,
5 grossly negligently, or recklessly designed with material that is susceptible to
6 rupture, puncture, or other damage that would cause a breach in the fuel tank
7 allowing fuel and fuel vapors to escape thereby presenting the risk of fire and
8 explosion resulting in a significant risk of burn injury or death in the event of a
9 foreseeable collision in the rear of the Jeep;

10 c. Defendant Chrysler negligently, maliciously, willfully and wantonly, grossly
11 negligently, or recklessly failed to equip the Jeep with a shield that protects the
12 fuel tank from rupture, puncture or other damage that would cause a breach in
13 the fuel tank allowing fuel and fuel vapors to escape thereby presenting the risk
14 of fire and explosion resulting in a significant risk of burn injury or death in the
15 event of a foreseeable collision in the rear of the Jeep;

16 d. Defendant Chrysler negligently, maliciously, willfully and wantonly, grossly
17 negligently, or recklessly failed to rout the fuel filler neck of the Jeep in such a
18 way so as to minimize its susceptibility to being torn away, pulled off, punctured
19 or damaged in the event of a reasonably foreseeable rear end car crash, thereby
20 causing a breach in the fuel tank system allowing fuel and fuel vapors to escape,
21 presenting the risk of fire and explosion with a high risk of burn injury or death;

22 e. Defendant Chrysler negligently, maliciously, willfully and wantonly, grossly
23 negligently, or recklessly failed to equip the Jeep with a check valve that would

1 prevent fuel spillage from the fuel filler neck if the fuel filler neck was torn
2 away, pulled off, punctured or damaged in the event of a reasonably foreseeable
3 rear end car crash, thereby causing a breach in the fuel tank system allowing fuel
4 and fuel vapors to escape, presenting the risk of fire and explosion with a high
5 risk of burn injury or death;

6 f. Defendant Chrysler voluntarily undertook and held out to regulatory entities that
7 it would recall or otherwise offer a remedy for the fuel system defect and hazard
8 described herein for all Jeep Grand Cherokee models 1993 through 1998.
9 However, Defendant Chrysler was negligent, malicious, willful and wanton,
10 grossly negligent or reckless in the design and implementation of the proposed
11 recall or remedy such that no remedy or adequate warning of the Jeep fuel
12 system hazard was implemented that would have prevented Plaintiffs injuries
13 and damages on April 5, 2014.

14 52. At all times pertinent to this matter, including the time of manufacture of the product,
15 alternative feasible designs existed that would have prevented or greatly reduced the
16 potential for fuel fed fires in foreseeable car crashes involving the Jeep.

17 53. As a direct and proximate cause of Defendant Chrysler's negligence, maliciousness,
18 willfulness and wantonness, gross negligence and/or recklessness that resulted in the
19 defective condition of the Jeep Plaintiffs suffered severe physical and mental injuries,
20 including, but not limited to, severe burns and associated immediate and ongoing
21 mental trauma, severe mental and physical pain and suffering, and expected future
22 severe physical and mental pain, scarring and disfigurement and physical impairment
23

1 that is expected to be permanent in nature, with resulting severe future physical and
2 mental anguish.

3 54. As a direct and proximate cause of Defendant Chrysler's negligence, maliciousness,
4 willfulness and wantonness, gross negligence and/or recklessness associated with its
5 post-sale duty to recall or otherwise remedy or warn of the fuel system fire hazard,
6 Plaintiffs suffered severe physical and mental injuries, including, but not limited to,
7 severe burns and associated immediate and ongoing mental trauma, severe mental and
8 physical pain and suffering, and expected future severe physical and mental pain,
9 scarring and disfigurement and physical impairment that is expected to be permanent in
10 nature, with resulting severe future physical and mental anguish.

11 55. As a direct and proximate result of Defendant Chrysler's negligence, willfulness and
12 wantonness, gross negligence, and/or recklessness resulting in the defective product, the
13 Jeep, Plaintiffs have also incurred catastrophic economic losses including, but not
14 limited to, medical expenses associated with treatment of their injuries, future expected
15 medical costs, loss of past earnings and future earning capacity.

16 56. Plaintiffs are informed and believe and thereon allege that Defendants, and each of
17 them, including the DOE Defendants, committed other acts and omissions currently
18 unknown to Plaintiffs that makes Defendants liable for injuries sustained by Plaintiffs,
19 according to proof at trial.

20 Wherefore, Plaintiffs demand judgment against Defendant Chrysler for all
21 compensatory losses, past and future, including, but not limited to, physical and mental pain
22 and suffering, disfigurement, physical impairment, loss of enjoyment of life, medical costs,
23 loss of income and earning capacity, and any other compensatory losses. And Plaintiffs seek

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1 damages against Defendant Chrysler for its maliciousness, wantonness, gross negligence
2 and/or recklessness, willfully and consciously disregarding the safety and rights of consumers
3 such as Plaintiffs by knowingly placing a defective product into commerce containing a fuel
4 fed fire hazard with a substantial risk of serious physical injury or death in reasonably
5 foreseeable and otherwise survivable minor injury rear end crashes, and for Defendant
6 Chrysler's malicious failure to implement an adequate and effective recall of the Jeep Grand
7 Cherokee in issue. Plaintiffs also seek costs of suit incurred herein and any other relief as the
8 Court may deem just and proper.

9 **COUNT FOUR**

10 **(Implied Warranty of Merchantability against Chrysler Group LLC)**

11 57. Plaintiffs incorporate by reference paragraphs 1 through 57.

12 58. The Jeep designed, manufactured, tested, marketed and sold by Defendant Chrysler was
13 defective and as a result of that defect, the product was not fit for the ordinary purpose
14 for which it was intended to be used. Consequently, Defendant Chrysler breached its
15 warranty of merchantability.

16 59. As a direct and proximate result of Defendant Chrysler's breach of the implied warranty
17 of merchantability Plaintiffs suffered severe physical and mental injuries, including, but
18 not limited to, severe burns and associated immediate and ongoing mental trauma. As a
19 direct and proximate result of Defendant Chrysler's breach of its implied warranty of
20 merchantability Plaintiffs suffered severe physical and mental injuries, including, but
21 not limited to, severe burns and associated immediate and ongoing mental trauma,
22 severe mental and physical pain and suffering, and expected future severe physical and
23

1 mental pain, scarring and disfigurement and physical impairment that is expected to be
2 permanent in nature, with resulting severe future physical and mental anguish.

3 60. As a direct and proximate result of Defendant Chrysler's breach of its implied warranty
4 of merchantability Plaintiffs have also incurred catastrophic economic losses including,
5 but not limited to, medical expenses associated with treatment of their injuries, future
6 expected medical costs, loss of past earnings and future earning capacity.

7 61. Plaintiffs are informed and believe and thereon allege that Defendants, and each of
8 them, including the DOE Defendants, committed other acts and omissions currently
9 unknown to Plaintiffs that makes Defendants liable for injuries sustained by Plaintiffs,
10 according to proof at trial.

11 **WHEREFORE**, Plaintiffs MAGDALENO SANTIAGO SANCHEZ and
12 RAYMUNDO SANTIAGO SANCHEZ, prays for judgment against Defendants
13 CHRYSLER GROUP, LLC, a Delaware Limited Liability Company, SAMANTHA
14 MALORY MAZUR and DOES 1 through 100, inclusive, and each of them, as follows:

15 1. For Plaintiffs MAGDALENO SANTIAGO SANCHEZ and RAYMUNDO
16 SANTIAGO SANCHEZ, general damages according to proof and in excess of the minimum
17 jurisdictional amount of this Court;

18 2. For Plaintiffs MAGDALENO SANTIAGO SANCHEZ and RAYMUNDO
19 SANTIAGO SANCHEZ, past and future economic and special damages, according to proof;

20 3. For Plaintiffs MAGDALENO SANTIAGO SANCHEZ and RAYMUNDO
21 SANTIAGO SANCHEZ, for all compensatory losses, past and future, including, but not
22 limited to, property damage, physical and mental pain and suffering, disfigurement, physical
23 impairment, loss of enjoyment of life, medical costs, loss of income and earning capacity,
and any other compensatory losses.

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