

1 Christopher J. Gansen (SBN 232133)
2 **GANSEN LAW, P.C.**
3 8335 Sunset Blvd., Suite 224
4 Los Angeles, California 90069
5 Tel: (424) 201-5625
6 Email: chris@gansen.law

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/15/2026 7:23 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Sam, Deputy Clerk

7 *Attorneys for Plaintiff VIJAYAKUMAR PRAVEEN*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 VIJAYAKUMAR PRAVEEN,) **CASE NO.: 26SMCV03827**
11)
12 Plaintiff,) **COMPLAINT FOR DAMAGES; DEMAND**
13 v.) **FOR JURY TRIAL**
14) **COUNTS:**
15 KTM NORTH AMERICA, INC.;) **1. PRODUCT LIABILITY-STRICT**
16 HUSQVARNA MOBILITY NORTH) **LIABILITY**
17 AMERICA, INC.; KTM RACING NORTH) **2. PRODUCT LIABILITY-**
18 AMERICA, INC.; HUSQVARNA) **NEGLIGENCE**
19 MOTORSPORTS, INC.; DAMLA INC.; DOES) **3. BREACH OF WARRANTY**
20 1 through 100,) **4. NEGLIGENCE**
21 Defendants.)
22)
23)
24)
25)
26)
27)
28)

29 **COMPLAINT FOR DAMAGES**

30 Plaintiff **VIJAYAKUMAR PRAVEEN** ("Plaintiff") hereby complains and alleges against
31 Defendants **KTM NORTH AMERICA, INC., HUSQVARNA MOBILITY NORTH**
32 **AMERICA, INC., KTM RACING NORTH AMERICA, INC., HUSQVARNA**
33 **MOTORSPORTS, INC., DAMLA INC., and DOES 1 through 100**, (collectively, "Defendants"),
34 as follows:

35 **THE PARTIES**

36 1. Plaintiff **VIJAYAKUMAR PRAVEEN** is and at all times relevant was a citizen and
37 resident of the State of California, County of Los Angeles.

1 2. Defendants KTM NORTH AMERICA, INC. (“KTM”) and HUSQVARNA
2 MOBILITY NORTH AMERICA, INC. (“Husqvarna Mobility”) are now, and at all times relevant
3 herein were, business entities duly organized and existing under the laws of the State of California.
4 Plaintiff is informed and believes that KTM and Husqvarna Mobility were and are the primary
5 domestic designer, manufacturer, assembler, importer, and/or wholesale distributor of, among others,
6 “Husqvarna” branded road motorcycles and their component parts within the United States. Plaintiff
7 is informed and believes that KTM and Husqvarna Mobility engage in, and engaged in the business
8 of designing, manufacturing, testing, marketing, furnishing, and distributing the 2024 Husqvarna
9 Svartpilen 401 motorcycle, VIN MD2JUI403RN210868 and California License Plate 26W1595 (the
10 “Subject Vehicle”), and its component parts, which caused severe injury to Plaintiff on August 2,
11 2025.

12 3. Defendants KTM RACING NORTH AMERICA, INC. (“KTM Racing”) and
13 HUSQVARNA MOTORSPORTS, INC. (“Husqvarna Motorsports”) are now, and at all times
14 relevant herein were, business entities duly organized and existing under the laws of the State of
15 California. Plaintiff is informed and believes that KTM Racing and Husqvarna Motorsports are the
16 primary domestic marketer and/or research divisions for, and of, “Husqvarna” and other branded
17 road motorcycles in the United States. Plaintiff is informed and believes that KTM Racing and
18 Husqvarna Motorsports engage in, and engaged in the business of designing, promoting, advertising,
19 and testing models similar to, and including that of, the Subject Vehicle at all relevant times.

20 4. Defendant DAMLA INC. (“DAMLA”) is now, and at all times relevant herein was, a
21 business entity duly organized and existing under the laws of the State of California. Plaintiff is
22 informed and believes that DAMLA operates Del Amo Motorsports of Los Angeles, an authorized
23 retail power-sports dealership in the business of marketing, selling, delivering, and distributing
24 passenger motorcycles to general consumers within the stream of commerce, including the Subject
25 Vehicle.

26 5. Plaintiff is ignorant of the true names and capacities of those Defendants sued herein
27 as DOES 1 through 100, and therefore sue said Defendants by such fictitious names. Plaintiff will
28 amend this complaint to allege their true names and capacities when ascertained. Plaintiff is

1 informed and believes and thereon allege that each of these fictitiously named Defendants are legally
2 responsible in some manner for the occurrences and damages herein alleged, and that Plaintiff's
3 injuries as herein alleged were proximately caused by the aforementioned Defendants.

4 6. On information and belief, DOES 1 through 100 are, and at all times mentioned
5 herein were the employers, partners, agents, servants, employees, successors in interest, franchisors,
6 franchisees, and/or joint venturers of each of the other Defendants, and each Defendant was acting
7 within the course and scope of his, her, or its authority as the employer, partner, agent, servant,
8 employee, successor in interest, franchisor, franchisee, and/or joint venturer of each of the other
9 Defendants.

10 7. As a result, each Defendant, including DOES 1 through 100, is jointly and severally
11 liable to Plaintiff for the damages alleged herein. Plaintiff will seek leave of the Court to amend this
12 Complaint to show the true names and capacities of DOES 1 through 100 after the same have been
13 ascertained. Each reference in this Complaint to "Defendant," "Defendants" or to a specifically
14 named Defendant shall refer to all Defendants, including DOES 1 through 100, unless the context
15 indicates otherwise.

16 **GENERAL ALLEGATIONS**

17 8. On or about September 6, 2024, Plaintiff completed his purchase and took delivery of
18 the Subject Vehicle from DAMLA. It utilizes an electronic ride-by-wire system wherein traditional
19 mechanical throttle and other cables are omitted and replaced by an electronic throttle assembly
20 managed by an on-board Engine Control Unit ("ECU"), a module containing software that controls
21 the vehicle instead, based on the rider's inputs.

22 9. From the time Plaintiff purchased and took delivery of the Subject Vehicle until
23 August 2, 2025, with the possible exception of routine or warranty maintenance done by Defendants
24 or their certified dealer repair agents, Plaintiff made no aftermarket or other significant modifications
25 or alterations to the Subject Vehicle, its software, and/or its ECU/throttle control systems.

26 10. The Subject Vehicle contained defects, including but not limited to defective software
27 and/or a defective ECU: a critical safety-related defect exists in the throttle control architecture and
28 its corresponding software. Likewise, an engineering and/or manufacturing defect existed that allows

1 unmitigated moisture, condensation, or environmental rain to infiltrate the housing of the ECU/
2 electronic throttle control module(s) and adversely and catastrophically influence operation of
3 Defendants' vehicles, including the Subject Vehicle.

4 11. One or more of these defects result in the rider experiencing throttle failure or
5 loss/lag, with the ECU dangerously, and without corresponding input, lowering engine power and/or
6 inducing sudden engine stalls followed by dramatic throttle deviations, resulting in the motorcycle
7 suddenly and without input or intention from the rider first unexpectedly slowing, then unexpectedly
8 accelerating to dangerous speeds, potentially causing a catastrophic loss of control.

9 12. This is precisely what Plaintiff experienced on August 2, 2025. At approximately
10 9:05 AM, Plaintiff was operating the Subject Vehicle in a safe, predictable, and lawful manner, in a
11 manner reasonably foreseeable to Defendants, with helmet, traveling southbound on Old Topanga
12 Canyon Road, approximately 0.3 miles north of Summit to Summit Motorway, Los Angeles County,
13 CA. The Subject Vehicle suffered a sudden, catastrophic failure, no longer responding to throttle
14 inputs and first slowing, causing Plaintiff difficulty operating the Subject Vehicle. As he attempted
15 to react to this sudden, unexpected slowing, the Subject Vehicle next suddenly and without warning
16 accelerated forward at top speed as though a "lag" had permeated the throttle control, with the result
17 the Subject Vehicle was now just "taking off" on Plaintiff. Plaintiff was entirely unable to slow
18 down, control, or stabilize the Subject Vehicle, causing it to cross the center line of the roadway at a
19 sharp corner near a cliff, crash into a barrier, and eject Plaintiff over the handlebars and down the
20 side of the canyon, a fall of at least approximately 150 feet.

21 13. Plaintiff likely would have died from the injuries that resulted from his fall had it not
22 been for a passerby who witnessed the crash and immediately alerted first responders. Once they
23 arrived, Plaintiff was stabilized and airlifted out of the canyon, a fraught and dramatic experience he
24 remained awake and in extreme pain throughout, and which was documented by an independent
25 media outlet at <https://www.youtube.com/watch?app=desktop&v=M8TsethRhzk>. Plaintiff suffered
26 and continues to suffer a difficult recovery, with multiple surgeries and hospitalizations.

27 14. Plaintiff is informed and believes, and thereon alleges, that between at least 2022 and
28 2025, Defendants designed, manufactured, sold, marketed, advertised, tested, imported, and

1 distributed numerous motorcycle models with throttle housing designs and ECUs / software
2 substantially similar to that used in the Subject Vehicle. Plaintiff is informed and believes, and
3 thereon alleges, that said ECUs, and their software, were used in other motorcycle models made or
4 designed by Defendants and their subsidiaries and/or joint venturers, under a variety of marques and
5 model names, including but not limited to the Husqvarna Svartpilen, Husqvarna Vitpilen, KTM
6 SMC, KTM Enduro, KTM Duke, and the KTM Adventure. Defendants designed, built, marketed,
7 distributed, and sold these vehicles, including the Subject Vehicle, to the general public including
8 Plaintiff, while including the defective ECU, its software, or earlier similarly defective generations
9 of ECU hardware and software, and/or other component parts related to the control and/or
10 propulsion of the Subject Vehicle.

11 15. Plaintiff is informed and believes, and thereon alleges, that the Subject Vehicle and
12 its ECU control/throttle system as described hereinabove, possessed one or more defects in design,
13 manufacture, or otherwise, which were either known or should have been known to Defendants prior
14 to August 2, 2025. The defect(s) substantially caused Plaintiff's injuries, as more fully described
15 hereinabove.

16 16. More specifically, Plaintiff is informed and believes, and thereon alleges, that the
17 design and/or manufacture of the Subject Vehicle – and other vehicles, including but not limited to
18 the Husqvarna Svartpilen, Husqvarna Vitpilen, KTM SMC, KTM Enduro, KTM Duke, and KTM
19 Adventure model years as early as 2019 through as late as 2026—as well as the design and/or
20 manufacture of the housing of the ECU control/throttle system as well as its software were defective,
21 in that the Subject Vehicle and its ECU control/throttle system were prone to failure, including but
22 not limited to loss of throttle control, deceleration as a result, and then sudden, unintended
23 acceleration such as that experienced by Plaintiff. Such defects caused the Subject Vehicle, on Aug.
24 2, 2025, to suddenly and without input or intention from Plaintiff first unexpectedly slow, then
25 quickly accelerate contrary to Plaintiff's input or control, all at dangerous speeds, causing a
26 catastrophic loss of control. Further, despite these being issues known to Defendants, Defendants
27 utterly failed to provide warnings, add to the design of the Subject Vehicle any technological safety
28 features that may have prevented Plaintiff's catastrophic crash, or institute a recall of the affected

1 vehicles, including the Subject Vehicle, until after Plaintiff's accident.

2 17. Plaintiff is informed and believes, and thereon alleges, that by at least as early as
3 January 2022, Defendants began to be made or were already aware of multiple reports and
4 complaints describing the aforementioned defects in their product(s), including the model of the
5 Subject Vehicle. The National Highway Traffic Safety Administration ("NHTSA"), part of the
6 federal government within the Department of Transportation ("DOT"), maintains a national database
7 of consumer and dealer issues and complaints from numerous sources regarding alleged motor
8 vehicle safety defects. The purpose of the complaint process is to identify potential safety-related
9 defects by collecting and analyzing reports from consumers and other sources. Vehicle
10 manufacturers such as the KTM/Husqvarna Defendants have access to these complaints and
11 typically monitor NHTSA complaint data, along with warranty claims, dealer reports, field data, and
12 other post-sale information, to identify potential safety-related defects and trends affecting their
13 vehicles.

14 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or,
15 through the exercise of reasonable diligence, should have known of the Subject Vehicle's defects
16 through, among other sources, consumer complaints submitted to NHTSA, warranty claims, dealer
17 repair records, technical service data, field reports, and other post-sale information available to them.
18 Federal motor vehicle safety laws and regulations establish a framework for identifying and
19 addressing safety-related defects, including the collection of consumer complaints by NHTSA.
20 Manufacturers are expected to evaluate post-sale safety information, including NHTSA complaints
21 and other field data, to determine whether a safety-related defect exists and whether further action,
22 including notification to NHTSA or a safety recall, is warranted. Federal law requires manufacturers
23 to monitor and assess safety-related information arising after sale, and to notify NHTSA when they
24 determine that a safety-related defect exists.

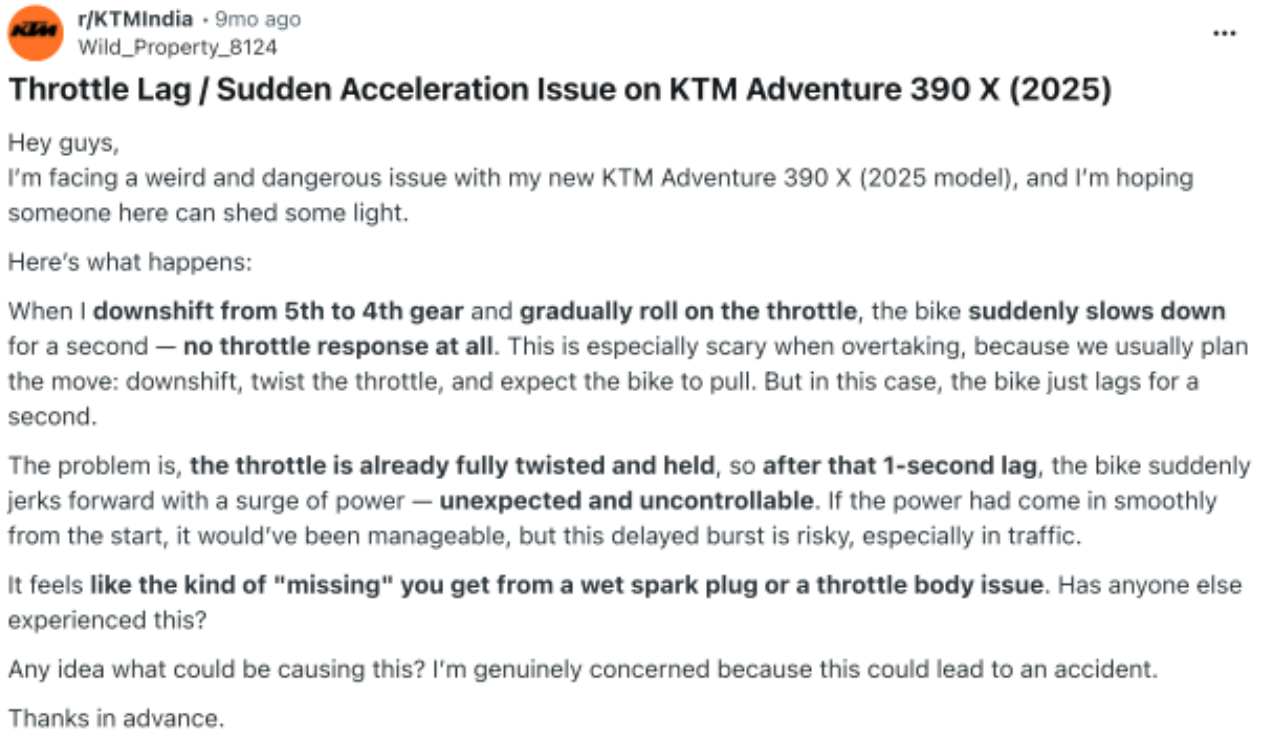
25 19. Plaintiff is informed and believes, and thereon alleges, that NHTSA received
26 numerous complaints from 2022-2025 that were known or through the exercise of reasonable
27 diligence should have been known to Defendants, including but not limited to those herein:

28 ///

NOTICE DATE	YEAR / MAKE / MODEL	NHTSA ID NUMBER	REPORTED ISSUE(S) / COMMENTS [SIC]
2022-01-21	2019 KTM Adventure	11448395	Vehicle would stall at low speed while applying throttle; issue recurred after 5x dealer's attempts at repair/troubleshoot. "The <u>manufacturer was notified but, no further assistance was provided.</u> "
2022-05-13	2019 Husq. Vitpilen	11464441	Throttle loses response, "unexpected loss of power and <u>when power to the rear wheel returns, the throttle responds by exponentially increasing power</u> even when the same amount of throttle is given to the motorcycle...Power loss is sporadic and has been randomly reproduced. Dealer has not independently confirmed."
2023-10-02	2020 Husq. Vitpilen	11547690	"Sudden loss of throttle control...the motorcycle lurched forward a few feet and then had no throttle response. This put me into the oncoming traffic lane with no propulsion and caught the other vehicles by surprise. <u>I was almost struck by the oncoming car...</u> the throttle which is a fly by wire electronic throttle become completely unresponsive...The Husqvarna Vitpilen 701 is essentially the same motorcycle mechanically as the KTM 690 Duke. On the forums there are reports of this happening on the Vitpilen 401 and Duke 390 as well. As a motorcyclist with 47 years of ridding experience I have owned 34 motorcycles. <u>This is a serious safety issue know KTM/ Husqvarna that is going to kill someone. If there was every anything that should be a recall this is it.</u> "

2024-09-08	2022 Husq. Svartpilen	11613331	“TC (throttle control) died during ride in 5th gear at 50 mph. No triggering factors.”
2024-10-02	2019 Husq. Vitpilen	11617673	“The vehicle shut off while on a freeway. Leaving me completely without power to navigate through fast pace traffic.”
2024-10-07	2019 Husq. Vitpilen	11618374	“Repeated instances of complete motorcycle throttle failure/ unresponsiveness—so far, only at starting out. Forums online describe this as a frequent, chronic problem with Husqvarna Vitpilen 701 (made by KTM)... Recent online search found forums reporting faulty throttle control module. Precisely the same symptoms are described by multiple owners. <u>Manufacturer seems aware of this issue.</u> My aim is to notify KTM for complimentary replacement and installation of this unit. <u>THIS IS AN EXTREMELY HAZARDOUS AND POTENTIALLY LETHAL FAILURE.</u> I have been lucky.”
2025-04-25	2022 Husq. Svartpilen	11656876	“When driving bike it randomly looses throttle control. Generally while cruising in 5-6 gear on a highway. The bike remains running, but all ability to use the throttle is gone. Happens almost every ride. Extremely dangerous when it happens on a freeway or highway. <u>Contacted Husqvarna and they referred me back to my local dealer, local dealer does not know how to fix this problem. In my online searches this is a very common problem.</u> Please help!”
2025-07-09	2021 Husq. Svartpilen	11676930	“TC Failure with loss of throttle during riding.

20. Plaintiff is informed and believes, and thereon alleges, that at least one online report posted around the time of, or shortly after Plaintiff's crash described the same failure in a similar model to the Subject Vehicle, in almost identical terms:

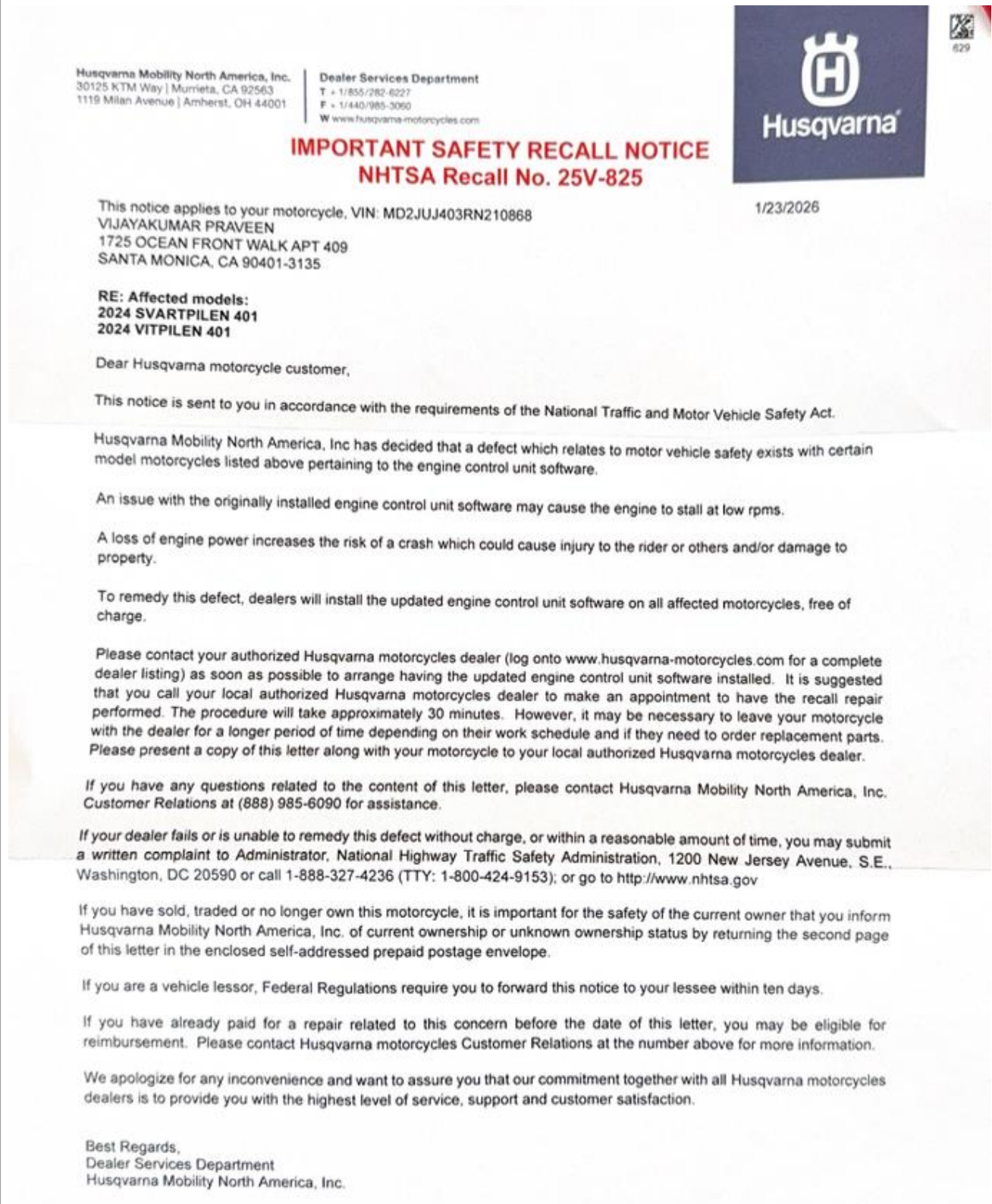


21. Plaintiff is informed and believes and thereon alleges that despite knowledge of the above reports and complaints, dating back to at least 2022, Defendants took no steps to respond to these issues and complaints until after Plaintiff's crash of August 2, 2025. As of that date, the defective design and/or manufacture of the Subject Vehicle and its ECU control/throttle system had not been recalled, despite the defects potentially affecting tens of thousands of Defendants' motorcycles, including the Subject Vehicle.

22. Plaintiff is informed and believes and thereon alleges that despite said actual and constructive knowledge of the defective design and/or manufacture of the Subject Vehicle and its ECU control/throttle system, Defendants failed to timely and/or adequately remedy the Subject Vehicle and its ECU control/throttle system.

23. While recuperating from his crash at home, Plaintiff for the first time realized the Subject Vehicle's defects had caused his crash. On or about January 23, 2026, Defendants caused an

1 “IMPORTANT SAFETY RECALL NOTICE” titled “NHTSA Recall No. 25V-825” to be mailed to
2 Plaintiff. Said Notice covers the defects in the Subject Vehicle that caused his crash:



24. Plaintiff is informed and believes, and thereon alleges, that despite actual and constructive knowledge that the defects described herein could result in both sudden unintended deceleration and sudden unintended acceleration, Defendants chose to warn consumers and issue recalls only with respect to sudden unintended deceleration (i.e., “throttle loss”). To date, Defendants have failed to warn consumers that the same defects may also cause sudden unintended acceleration. Defendants knew, or reasonably should have known, that both failure modes were associated with the defective ECU hardware and software described herein and rather than issue a warning, have instead continued to consciously endanger the public. Likewise, Defendants relied upon, and continue to rely upon, the potential non-issue of moisture intrusion as a cause of the safety and reliability issues experienced by riders, including Plaintiff, rather than conceding a more far-reaching and dangerous issue of ECU and component software, rather than just hardware, defects.

FIRST CAUSE OF ACTION

PRODUCT LIABILITY-STRICT LIABILITY

(Against All Defendants)

25. Plaintiff re-states and re-alleges all prior paragraphs of this Complaint and incorporate them by reference as though fully set forth herein.

26. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, Defendants were the manufacturers, designers, developers, processors, producers, assemblers, builders, testers, inspectors, installers, warners, equippers, endorsers, exporters, wholesalers, retailers, renters, sellers, lessors, modifiers, servicers, repairers, providers, and/or distributors of the Subject Vehicle as well as the ECU and its software / hardware component parts.

27. Plaintiff is informed and believes and thereon alleges that the Subject Vehicle as well as the ECU and its software / hardware component parts were defective at the time of their manufacture, design, development, production, assembly, building, testing, inspection, installation, equipping, endorsement, exportation, importation, wholesaling, retailing, selling, renting, leasing, modification, service, repair, and entrustment.

28. Plaintiff is informed and believes and thereon alleges that the Subject Vehicle as well as the ECU and its software / hardware component parts failed to meet the reasonable expectations

1 of safety for the class of persons of which he was a member, i.e., customers and riders of
2 Defendants; motorcycles, including the Subject Vehicle.

3 29. Plaintiff is informed and believes and thereon alleges that any benefits derived from
4 the design of the Subject Vehicle as well as the ECU and its software / hardware component parts
5 were substantially outweighed by the risk of harm inherent in said design in that, and not by way of
6 limitation, despite the availability to defendants of safer alternative designs, said defective Subject
7 Vehicle as well as the ECU and its software / hardware component parts presented a substantial and
8 unreasonable risk of injury and/or death to the users of the Subject Vehicle or those in the vicinity of
9 the Subject Vehicle.

10 30. Specifically, Plaintiff is informed and believes and thereon alleges that said Subject
11 Vehicle as well as the ECU and its software / hardware component parts were defective in their
12 design, construction, assembly and manufacture and dangerous to life and limb of the users and
13 occupants thereof, in that among other things and not by way of limitation, the Subject Vehicle as
14 well as the ECU and its software / hardware component parts were so poorly designed and
15 manufactured that they failed to maintain control of the Subject Vehicle under normal operating
16 conditions, including during the subject incident. The aforementioned defects created a substantial
17 danger which was unknown to Plaintiff and to the public in general, and would not be recognized by
18 the ordinary user, and Defendants failed to give adequate warning of such danger and/or take steps
19 to mitigate and/or eradicate the danger by way of providing software and/or other updates/upgrades
20 to the Subject Vehicle as well as the ECU and its software / hardware component parts.

21 31. Plaintiff is informed and believes and thereon alleges that prior to the sale and
22 distribution of the Subject Vehicle as well as the ECU and its software / hardware component parts,
23 Defendants knew the Subject Vehicle as well as the ECU and its software / hardware component
24 parts were in a defective condition as previously described. Further, said Defendants, through their
25 officers, directors and managing agents, had prior notice and knowledge of the defects and/or
26 defective design of Subject Vehicle as well as the ECU and its software / hardware component parts
27 and that these defects and/or defective design presented a substantial and unreasonable risk of harm
28 to the public, including Plaintiff, in that said defects and/or defective design unreasonably subjected

1 vehicle operators and/or occupants to injury and death as a result of failure in the event of
2 foreseeable motor vehicle use and misuse. Defendants' prior notice and knowledge arose from
3 several sources, including but not limited to multiple tests, investigations, and test results available
4 prior to the date of said accident, internal memoranda and correspondence, industry publications, as
5 well as notice of numerous prior complaints regarding the Subject Vehicle as well as the ECU and
6 its software / hardware component parts, as referenced in part hereinabove.

7 32. Further, Plaintiff is informed and believes and thereon alleges that Defendants had
8 unfettered ability, after years of extensive in-house, government, and independent testing to
9 minimize the substantial risk of serious bodily harm or death caused by the Subject Vehicle as well
10 as the ECU and its software / hardware component parts by redesigning and/or warning of the
11 potential for serious risk or harm, and/or instituting a recall, thereby minimizing or eliminating said
12 potential. Instead, Defendants consciously chose not to exercise that ability, which Defendants'
13 failure to take such steps allowed Defendants to save money, and avoid loss of sales and repair and
14 recall costs, all to increase their profits. Defendants' acts prevented the public from becoming aware
15 that the defects in the Subject Vehicle as well as the ECU and its software / hardware component
16 parts were, in reality, unsafe, dangerous and defective and/or prevented the public from realizing the
17 extent of the danger presented by the defects, thereby causing the injuries and damages to Plaintiff
18 alleged herein. In addition, Plaintiff is informed and believes and thereon alleges that the
19 aforementioned malfeasance, nonfeasance, defects, failure to warn, and failure to redesign/recall
20 were done with the advanced knowledge, authorization, approval and ratification of officers,
21 directors and/or managing agents of the aforesaid Defendants.

22 33. Plaintiff is informed and believes and thereon alleges that Defendants failed to timely
23 admit that the Subject Vehicle as well as the ECU and its software / hardware component parts were
24 defectively designed and/or manufactured, and unreasonably delayed in issuing an effective recall of
25 the Subject Vehicle, creating a window of time in which Defendants knew or should have known
26 about the defects to the Subject Vehicle that would ultimately cause severe injury to Plaintiff prior to
27 his August 2, 2025 crash, but failed to act. As a further proximate cause of the acts of Defendants,
28 Plaintiff has incurred substantial economic and noneconomic damages.

1 34. Because Defendants' acts and/or omissions were either committed by or authorized,
2 ratified, or otherwise approved in a deliberate, cold, callous, malicious, intentional, and/or
3 unreasonable manner, as fully set forth herein causing injury and damage to Plaintiff, and were done
4 with a conscious disregard of Plaintiff's rights and safety, Plaintiff requests the assessment of
5 punitive damages against Defendants in an amount appropriate to punish or set an example of them,
6 pursuant to Civil Code section 3294.

7 **SECOND CAUSE OF ACTION**
8 **PRODUCT LIABILITY-NEGLIGENCE**
9 **(Against All Defendants)**

10 35. Plaintiff re-states and re-alleges all prior paragraphs of this Complaint and
11 incorporate them by reference as though fully set forth herein.

12 36. Plaintiff is informed and believes and thereon alleges that at all times herein
13 mentioned, Defendants had a duty not to unreasonably manufacture, develop, design, process,
14 produce, assemble, build, test, inspect, install, warn, equip, endorse, export, import, wholesale, retail,
15 sell, lease, rent, modify, service, repair, or entrust said Subject Vehicle as well as the ECU and its
16 software / hardware component parts.

17 37. Plaintiff is informed and believes and thereon alleges that Defendants breached their
18 duty to him, thereby causing injuries and damages as herein described. More specifically,
19 Defendants acted unreasonably in designing, installing, selling, manufacturing, and marketing
20 products including the Subject Vehicle that presented a substantial and unreasonable risk of injury or
21 death to vehicle users including Plaintiff, and in failing to warn of such dangers and/or timely
22 redesign/recall the Subject Vehicle.

23 38. Plaintiff is informed and believes and thereon alleges that said Defendants breached
24 their duty of ordinary care or skill in that they negligently, wantonly, carelessly, recklessly and/or
25 unlawfully installed, serviced, tested, inspected, maintained, modified, changed, designed and
26 manufactured and furnished the defective Subject Vehicle as well as the ECU and its software /
27 hardware component parts so as to cause, permit and/or allow the same to be in a dangerous,
28 defective, unguarded and unsafe condition, and such acts and/or omissions were a substantial factor

1 contributing to the injuries suffered by Plaintiff, as herein alleged.

2 39. Plaintiff is informed and believes and thereon alleges that the negligence of
3 Defendants was a direct and proximate cause, constituting a substantial factor in causing the injuries
4 suffered by Plaintiff, as herein alleged.

5 40. Because Defendants' acts and/or omissions were either committed by or authorized,
6 ratified, or otherwise approved in a deliberate, cold, callous, malicious, intentional, and/or
7 unreasonable manner, as fully set forth herein causing injury and damage to Plaintiff, and were done
8 with a conscious disregard of Plaintiff's rights and safety, Plaintiff requests the assessment of
9 punitive damages against Defendants in an amount appropriate to punish or set an example of them,
10 pursuant to Civil Code section 3294.

11 **THIRD CAUSE OF ACTION**

12 **BREACH OF WARRANTY**

13 **(Against All Defendants)**

14 41. Plaintiff re-states and re-alleges all prior paragraphs of this Complaint and
15 incorporate them by reference as though fully set forth herein.

16 42. Plaintiff is informed and believes and thereon alleges that, at all times herein
17 mentioned, Defendants designed, developed, processed, repaired, serviced, inspected, represented,
18 tested, distributed, sold, consigned, delivered, maintained, installed, and operated for purpose of sale
19 and distribution said Subject Vehicle as well as the ECU and its software / hardware component
20 parts for use by the general public.

21 43. Plaintiff is informed and believes and thereon alleges that at the time and place of
22 said sale, delivery, distribution, repair, service, installation, consignment, maintenance, or operation
23 of said products, Defendants expressly, implicitly, and impliedly warranted to each buyer and user
24 and to all persons reasonably expected to be in the immediate vicinity of said products during use in
25 any manner, that said Subject Vehicle as well as the ECU and its software / hardware component
26 parts were reasonably fit for their intended purposes, and that said products were accordingly of
27 merchantable quality throughout.

28 44. Plaintiff is informed and believes and thereon alleges that at the time and place of

1 said sale, delivery, installation, distribution or supply, the Subject Vehicle as well as the ECU and its
2 software / hardware component parts were not reasonably fit and safe for their intended uses by
3 buyers, users, or persons reasonably anticipated to be in the vicinity of the use of the Subject Vehicle
4 as well as the ECU and its software / hardware component parts, including Plaintiff, and were,
5 therefore not of merchantable quality and constituted extreme danger and hazard to persons using or
6 in the vicinity of the Subject Vehicle due to the latent defects described hereinabove.

7 45. Plaintiff is informed and believes and thereon alleges that in reliance upon such
8 warranties, he operated the Subject Vehicle in a manner foreseeable and as intended by Defendants.
9 Further, as a direct and substantial result of the breach of such implied warranty by Defendants, the
10 Subject Vehicle as well as the ECU and its software / hardware component parts malfunctioned
11 causing the Subject Vehicle to suddenly decelerate and then accelerate. As a result of said breaches
12 of warranty, both express and implied, Plaintiff sustained injuries and damages, as set forth herein.

13 46. Because Defendants' acts and/or omissions were either committed by or authorized,
14 ratified, or otherwise approved in a deliberate, cold, callous, malicious, intentional, and/or
15 unreasonable manner, as fully set forth herein causing injury and damage to Plaintiff, and were done
16 with a conscious disregard of Plaintiff's rights and safety, Plaintiff requests the assessment of
17 punitive damages against Defendants in an amount appropriate to punish or set an example of them,
18 pursuant to Civil Code section 3294.

19 **FOURTH CAUSE OF ACTION**

20 **NEGLIGENCE**

21 **(Against All Defendants)**

22 47. Plaintiff re-states and re-alleges all prior paragraphs of this Complaint and
23 incorporate them by reference as though fully set forth herein.

24 48. Plaintiff is informed and believes and thereon alleges that Defendants negligently,
25 recklessly, carelessly manufactured, designed, developed, processed, produced, assembled, built,
26 tested, inspected, installed, warned, equipped, endorsed, exported, wholesaled, retailed, leased,
27 rented, sold, modified, serviced, repaired, installed, provided, entrusted, and/or otherwise distributed
28 Subject Vehicle as well as the ECU and its software / hardware component parts, which

malfunctioned and caused the Subject Vehicle to crash, causing Plaintiff injuries and damages, as set forth herein.

49. Defendants knew or should have known that it was likely a person such as Plaintiff would use the Subject Vehicle in a reasonably foreseeable manner and would suffer serious injuries because of the defects in the Subject Vehicle as well as the ECU and its software / hardware component parts.

50. As a direct and proximate result of the conduct of Defendants, Plaintiff sustained severe injuries and damages.

51. Because Defendants' acts and/or omissions were either committed by or authorized, ratified, or otherwise approved in a deliberate, cold, callous, malicious, intentional, and/or unreasonable manner, as fully set forth herein causing injury and damage to Plaintiff, and were done with a conscious disregard of Plaintiff's rights and safety, Plaintiff requests the assessment of punitive damages against Defendants in an amount appropriate to punish or set an example of them, pursuant to Civil Code section 3294.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. Compensatory (economic and non-economic) and punitive damages according to proof where allowable by law;
2. Reasonable attorneys' fees and prejudgment interest where allowable by law;
3. Costs of suit incurred herein where allowable by law; and
4. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

DATE: July 15, 2026

GANSEN LAW, P.C.

By: 

Christopher J. Gansen
Attorneys for Plaintiff