Michael Oran
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Law Offices Of
MICHAEL ORAN
A Professional Corporation
550 S. Hope Street, Suite 1000
Los Angeles, California 90071

Telephone 213-624-1177
Facsimile 213-624-1161

January 25, 2006

American Suzuki Motor Company
3251 E. Imperial Hwy.
Brea, CA 92821-6795
(714) 996-7040

RE: [redacted], et al. vs. SUZUKI MOTOR COMPANY, et al.
L.A.S.C., EAST DISTRICT, CASE NO. KC047709 R

Dear Gentlepersons:

I have enclosed an original and copy of a Notice of Acknowledgment and Receipt, a copy of the Summons and Complaint, and Notice of Case Assignment regarding the above referenced matter. You should complete the original Notice and Acknowledgment of Receipt form where indicated by the red "X's". **PLEASE RETURN IT TO THIS OFFICE** within the next 20 days. This will avoid the embarrassment and additional cost of personal service on you if it is not returned within this time period. The copy of the Notice form is to be retained by you.

Your attention is called to the provisions of California Code of Civil Procedure, § 415.30 (d), which provides:

> "If the person to whom a copy of the Summons and of the Complaint are mailed pursuant to this section fails to complete and return the acknowledgment form ... within twenty (20) days from the date of such mailing, the party ... shall be liable for reasonable expenses thereafter incurred in serving or attempting to serve the party by another method ... and ... the court in which the action is pending ... shall award such expense."

If you are insured, please forward the Summons and Complaint to your insurance company. The claims representative and/or attorney will contact me. Thank you for your cooperation in this matter.

Very truly yours,

MICHAEL L. ORAN

MLO:je
Enclosures

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
Michael L. Oran, Esq. (SBN: 110970) LAW OFFICES OF MICHAEL ORAN 550 South Hope Street Suite 1000 Los Angeles, CA 90071 TELEPHONE NO.: (213) 624-1177 FAX NO. (Optional): (213) 624-1161 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiffs	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 400 Civic Center Plaza MAILING ADDRESS: 400 Civic Center Plaza CITY AND ZIP CODE: Pomona, CA 91766 BRANCH NAME: East District - Pomona Courthouse	
PLAINTIFF/PETITIONER: ALINNE KHALILI, et al. DEFENDANT/RESPONDENT: SUZUKI MOTOR COMPANY, et al.	
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL	CASE NUMBER: KC047709 R

TO *(insert name of party being served)*: AMERICAN SUZUKI MOTOR COMPANY

NOTICE

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: January 25, 2006

Michael L. Oran, Esq. ▶ _____
(TYPE OR PRINT NAME) (SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of ***(to be completed by sender before mailing):***

1. [X] A copy of the summons and of the complaint.
2. [X] Other: *(specify):*
   1. Notice of Case Assignment (with ADR package).

(To be completed by recipient):

Date this form is signed: X

X _____ ▶ X _____
(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY, ON WHOSE BEHALF THIS FORM IS SIGNED) (SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

Form Adopted for Mandatory Use
Judicial Council of California
POS-015 [Rev. January 1, 2005]

NOTICE AND ACKNOWLEDGMENT OF RECEIPT — CIVIL

Legal Solutions Plus

Code of Civil Procedure, §§ 415.30, 417.10

EA12-005
PRODUCED BY SUZUKI MOTOR CORPORATION

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
Michael L. Oran, Esq. (SBN: 110970) LAW OFFICES OF MICHAEL ORAN 550 South Hope Street Suite 1000 Los Angeles, CA 90071 TELEPHONE NO.: (213) 624-1177 FAX NO. (Optional): (213) 624-1161 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiffs	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 400 Civic Center Plaza MAILING ADDRESS: 400 Civic Center Plaza CITY AND ZIP CODE: Pomona, CA 91766 BRANCH NAME: East District - Pomona Courthouse	
PLAINTIFF/PETITIONER: ALINNE KHALILI, et al. DEFENDANT/RESPONDENT: SUZUKI MOTOR COMPANY, et al.	
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL	CASE NUMBER: KC047709 R

TO (*Insert name of party being served*): AMERICAN SUZUKI MOTOR COMPANY

NOTICE

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If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: January 25, 2006

Michael L. Oran, Esq. ▶ _____
(TYPE OR PRINT NAME) (SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of ***(to be completed by sender before mailing):***

1. [X] A copy of the summons and of the complaint.
2. [X] Other: *(specify):*
   1. Notice of Case Assignment (with ADR package).

(To be completed by recipient):

Date this form is signed: X

X _____ ▶ X _____
(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY, ON WHOSE BEHALF THIS FORM IS SIGNED) (SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

Form Adopted for Mandatory Use
Judicial Council of California
POS-015 [Rev. January 1, 2005]

NOTICE AND ACKNOWLEDGMENT OF RECEIPT — CIVIL

Legal Solutions Plus

Code of Civil Procedure, §§ 415.30, 417.10

EA12-005
PRODUCED BY SUZUKI MOTOR CORPORATION

SUM ONS
(CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
LOS ANGELES SUPERIOR COURT
JAN 24 2006
JOHN A. CLARKE, CLERK
E. Acosta
BY E. ACOSTA, DEPUTY

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
SUZUKI MOTOR COMPANY; AMERICAN SUZUKI MOTOR COMPANY; AMERICAN HONDA MOTOR COMPANY, INC.; HONDA NORTH AMERICA, INC.; HONDA R & D AMERICAS, INC.; HONDA OF AMERICA MANUFACTURING, INC.; HONDA ENGINEERING, LTD.; HONDA MOTOR COMPANY, LTD.; HONDA RESEARCH & DEVELOPMENT COMPANY, LTD. and DOES 1 to 200, Inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
ALINNE KHALILI; EBRAHIM KHALILI; ARSINNE KHALILI; DIGRAN KHALILI,

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of the State of California
400 Civic Center Plaza
400 Civic Center Plaza
Pomona, CA 91766
East District - Pomona Courthouse

CASE ASSIGNED FOR ALL PURPOSES TO JUDGE ROBERT A. DUKES DEPT. R

CASE NUMBER:
(Número del Caso): KC047709 R

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Michael L. Oran, Esq. (SBN: 110970) (213) 624-1177 (213) 624-1161
LAW OFFICES OF MICHAEL ORAN
550 South Hope Street
Los Angeles, CA 90071

DATE: JAN 24 2006
(Fecha)

JOHN A. CLARKE
Clerk, by E. Acosta, Deputy
(Secretario) E. ACOSTA *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL] SUPERIOR COURT LOS ANGELES COUNTY

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify):*

4. ☐ by personal delivery on *(date):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. January 1, 2004]

SUMMONS

Legal Solutions Plus

Code of Civil Procedure §§ 412.20, 465

EA12-005
PRODUCED BY SUZUKI MOTOR CORPORATION

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Fax: (818) 500-4114

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALINNE KHALILI; EBRAHIM KHALILI; ARSINNE KHALILI; DIGRAN KHALILI,

Plaintiffs,

vs.

SUZUKI MOTOR COMPANY; AMERICAN SUZUKI MOTOR COMPANY; AMERICAN HONDA MOTOR COMPANY, INC.; HONDA NORTH AMERICA, INC.; HONDA R & D AMERICAS, INC.; HONDA OF AMERICA MANUFACTURING, INC.; HONDA ENGINEERING, LTD.; HONDA MOTOR COMPANY, LTD.; HONDA RESEARCH & DEVELOPMENT COMPANY, LTD. and DOES 1 to 200, Inclusive,

Defendants.

CASE NO.

COMPLAINT FOR DAMAGES FOR PERSONAL INJURIES AND WRONGFUL DEATH:
(1) Negligence;
(2) Strict Liability

For the causes of action against defendants SUZUKI MOTOR COMPANY; AMERICAN SUZUKI MOTOR COMPANY; AMERICAN HONDA MOTOR COMPANY, INC.; HONDA NORTH AMERICA, INC.; HONDA R & D AMERICAS, INC.; HONDA OF AMERICA MANUFACTURING, INC.; HONDA ENGINEERING, LTD.; HONDA MOTOR

COMPANY, LTD.; HONDA RESEARCH & DEVELOPMENT COMPANY, LTD, and DOES 1 through 200, inclusive, alleged herein, plaintiffs ALINNE KHALILI; EBRAHIM KHALILI; ARSINNE KHALILI; DIGRAN KHALILI, allege as follows:

GENERAL ALLEGATIONS

1. At all times mentioned herein, plaintiffs ALINNE KHALILI; EBRAHIM KHALILI; ARSINNE KHALILI; DIGRAN KHALILI were and now are residents of the State of California.

2. Plaintiffs ALINNE KHALILI; EBRAHIM KHALILI; ARSINNE KHALILI; DIGRAN KHALILI are the only known heirs of Sarah Khalili (hereinafter referred to as plaintiffs' decedent.) Plaintiff EBRAHIM KHALILI was the lawfully wedded husband of plaintiffs' decedent. Plaintiffs ALINNE KHALILI and ARSINNE KHALILI were the daughters of plaintiffs' decedent. Plaintiff DIGRAN KHALILI was the son of plaintiffs' decedent.

3. At all times herein mentioned, defendants SUZUKI MOTOR COMPANY and AMERICAN SUZUKI MOTOR COMPANY were corporations authorized to and engaged in business of designing, manufacturing, testing, promoting, marketing, advertising, selling, and distributing motor vehicles in the County of Los Angeles, State of California. Defendants SUZUKI MOTOR COMPANY and AMERICAN SUZUKI MOTOR COMPANY regularly and routinely transact and conducts business in the State of California.

4. At all times herein mentioned, defendants AMERICAN HONDA MOTOR COMPANY, INC.; HONDA NORTH AMERICA, INC.; HONDA R & D AMERICAS, INC.; HONDA OF AMERICA MANUFACTURING, INC.; HONDA ENGINEERING, LTD.; HONDA MOTOR COMPANY, LTD.; HONDA RESEARCH & DEVELOPMENT COMPANY, LTD were corporations authorized to and engaged in business of designing, manufacturing, testing, promoting, marketing, advertising, selling, and distributing motor vehicles in the State of California. Defendants AMERICAN HONDA MOTOR COMPANY, INC.; HONDA NORTH AMERICA, INC.; HONDA R & D AMERICAS, INC.; HONDA OF AMERICA MANUFACTURING, INC.; HONDA

ENGINEERING, LTD.; HONDA MOTOR COMPANY, LTD.; HONDA RESEARCH & DEVELOPMENT COMPANY, LTD regularly and routinely transact and conducts business in the State of California.

5. Defendants DOES 1 through 10, inclusive, are heirs of decedent and entitled to bring this action pursuant to C.C.P. Section 377.60, and they are named as defendants in this action as their true names and capacities as potential heirs are presently unknown to plaintiffs herein.

6. Plaintiffs are ignorant of the true names and capacities of defendants sued herein as DOES 11 to 200, Inclusive, and therefore, sue these defendants by such fictitious names. Plaintiffs will amend this Complaint to allege their true names and capacities when the same have been ascertained. Plaintiffs are informed and believe and thereon allege that each of said fictitiously named defendants is responsible in some manner for the occurrences alleged herein.

7. Plaintiffs are informed and believe and thereon allege that at all times mentioned herein, defendants, and each of them, acted as the agents, servants, employees, and employers of each of the remaining defendants, and each of them, and were acting within the course and scope of said agency, service, and employment, and with the knowledge, consent, authority, and permission of each of their co-defendants at all times mentioned herein.

8. At all times mentioned herein, defendants SUZUKI MOTOR COMPANY and AMERICAN SUZUKI MOTOR COMPANY and DOES 11 to 100, inclusive, designed, engineered, manufactured, assembled, tested, marketed, advertised, promoted, supplied, and distributed 2001 Suzuki XL-7 automobiles, including the subject 2001 Suzuki XL-7 automobile involved in this matter, including but not limited to, the engine, fuel tank, fuel lines, fuel feed mechanisms, interior barriers, rear axle, rear bumper, body, passenger doors, and all associated parts and components attached thereto, for sale to and use by the general public.

9. At all times mentioned herein, defendants AMERICAN HONDA MOTOR

COMPANY, INC.; HONDA NORTH AMERICA, INC.; HONDA R & D AMERICAS, INC.; HONDA OF AMERICA MANUFACTURING, INC.; HONDA ENGINEERING, LTD.; HONDA MOTOR COMPANY, LTD.; HONDA RESEARCH & DEVELOPMENT COMPANY, LTD and DOES 101 to 150, inclusive, designed, engineered, manufactured, assembled, tested, marketed, advertised, promoted, supplied, and distributed 2000 Honda Accord, including the subject 2000 Honda Accord automobile involved in this matter, including but not limited to, the engine, fuel tank, fuel lines, fuel feed mechanisms, interior barriers, electrical components, body, passenger doors, and all associated parts and components attached thereto, for sale to and use by the general public.

10. On August 30, 2004, plaintiff EBRAHIM KHALILI was operating a certain 2000 Honda Accord, bearing California license plate number 4MWF337 and registered to a member of his family, eastbound on the 60 Freeway west of Lemon Avenue in the City of Diamond Bar. The vehicle was being operated in the manner and purpose for which it was intended. Plaintiff ALINNE KHALILI was seated in the front passenger seat. Plaintiffs' decedent Sarah Khalili was seated in the rear seat.

11. On August 30, 2004, Victor Armenta was operating a certain 2001 Suzuki XL-7 vehicle, bearing California license plate number QEONDAS and registered to Victor Armenta, eastbound on the 60 Freeway west of Lemon Avenue in the City of Diamond Bar.

12. At said time and place, the Suzuki SL-7 vehicle was rearended by the Honda Accord. At said time and place, and as an immediate result of the impact and damage to both the Suzuki XL-7 and Honda Accord, a fuel-fed fire erupted causing the Honda Accord to become engulfed in flames. As a result thereof, plaintiffs ALINNE KHALILI and EBRAHIM KHALILI sustained personal injuries. Plaintiffs ALINNE KHALILI and EBRAHIM KHALILI were able to extricate themselves from the vehicle. Plaintiffs' decedent Sarah Khalili could not be extricated from the vehicle; she burned to death.

FIRST CAUSE OF ACTION FOR STRICT LIABILITY BY PLAINTIFFS ALINNE KHALILI and EBRAHIM KHALILI (PERSONAL INJURIES) AGAINST ALL DEFENDANTS EXCEPT DOES 1 THOUGH 10 AND EXCEPT FOR DOES 151 THROUGH 200.

13. Plaintiffs hereby repeat, reallege, and incorporate each and every allegation contained in paragraphs 1 through 12, inclusive. of this Complaint as though fully set forth at length herein.

14. At all times mentioned herein, defendants SUZUKI MOTOR COMPANY and AMERICAN SUZUKI MOTOR COMPANY and DOES 11 to 100, knew and intended that its 2001 Suzuki XL-7, including the subject 2001 Suzuki SL-7 automobile, would be purchased by members of the general public, and used by the purchasers, passengers, and others without inspection for defects.

15. Plaintiffs are informed, believe and thereon allege that prior to August 30, 2004, Victor Armenta purchased the subject 2001 XL-7 automobile.

16. At the time of the sale and distribution of the 2001 XL-7 automobile by defendants SUZUKI MOTOR COMPANY and AMERICAN SUZUKI MOTOR COMPANY and DOES 11 to 100, inclusive, including the subject Suzuki 2001 XL-7 automobile, said product was defective and unsafe for its intended purchase for the following, but not limited to, reasons:

(A) The Suzuki 2001 XL-7 automobiles, including the subject Suzuki 2001 XL-7 automobile, were defectively designed and manufactured in that the fuel tank was located in a place so as to cause the unreasonable risk of a fuel-fed explosion and fire as a result of a collision to the rear-end of the subject automobile;

(B) The Suzuki 2001 XL-7 automobiles, including the subject Suzuki 2001 XL-7 automobile, were defectively designed and manufactured in that no sufficient or reasonable protection of the fuel tank existed, thereby creating the unreasonable risk of rupture to the fuel tank, thereby causing a fuel-fed explosion and fire as a result of a collision to the rear-end of the subject automobile;

(C) The Suzuki 2001 XL-7 automobiles, including the subject Suzuki 2001 XL-7 automobile, were defectively designed and manufactured in that fuel leakage was not prevented or minimized due to rupture of the fuel tank, thereby creating the unreasonable risk of a fuel-fed explosion and fire as a result of a collision to the rear-end of the subject automobile;

(D) The Suzuki 2001 XL-7 Suzuki automobiles, including the subject Suzuki 2001 XL-7 automobile, were defectively designed and manufactured in that associated parts and components attached thereto, which were located in the area of the fuel tank, created the unreasonable risk of puncture to the fuel tank in the event of a rear-end collision, thereby causing the unreasonable risk of a fuel-fed explosion and fire as a result of a collision to the rear-end of the subject automobile;

(E) Sufficient warnings were not given to warn purchasers, users, and members of the general and motoring public of the unreasonable and particular risk of a fuel-fed explosion and fire as a result of a collision to the rear-end of the Suzuki 2001 XL-7 automobiles, including the subject Suzuki 2001 XL-7 automobile.

(F) Sufficient tests or studies were not performed or conducted before, during, and after the design and manufacture of the Suzuki 2001 XL-7 automobiles, including the subject Suzuki 2001 XL-7 automobile, to determine whether said automobiles were safe; and

(G) For any and all other reasons which are not ascertained at this time.

17. At all times mentioned herein, defendants AMERICAN HONDA MOTOR COMPANY, INC.; HONDA NORTH AMERICA, INC.; HONDA R & D AMERICAS, INC.; HONDA OF AMERICA MANUFACTURING, INC.; HONDA ENGINEERING, LTD.; HONDA MOTOR COMPANY, LTD.; HONDA RESEARCH & DEVELOPMENT COMPANY, LTD and DOES 101 to 150, inclusive, knew and intended that its 2000 Honda Accord automobiles, including the subject 2000 Honda Accord automobile, would be purchased by members of the general public, and used by the purchasers, passengers, and others without inspection for defects.

18. Plaintiffs are informed, believe and thereon allege that prior to August 30, 2004, Sarah Khalili and/or one of the Khalili daughters purchased the subject 2000 Honda Accord.

19. At the time of the sale and distribution of the 2000 Honda Accord by defendants AMERICAN HONDA MOTOR COMPANY, INC.; HONDA NORTH AMERICA, INC.; HONDA R & D AMERICAS, INC.; HONDA OF AMERICA MANUFACTURING, INC.; HONDA ENGINEERING, LTD.; HONDA MOTOR COMPANY, LTD.; HONDA RESEARCH & DEVELOPMENT COMPANY, LTD and DOES 101 to 150, inclusive, including the subject 2000 Honda Accord automobile, said product was defective and unsafe for its intended purchase for the following, but not limited to, reasons:

(A) The 2000 Honda Accord, including the subject 2000 Honda Accord, were defectively designed and manufactured in that front end and components parts thereof when rear ending another vehicle became sharp objects that could puncture gas tanks so as to cause the unreasonable risk of a fuel-fed explosion and fire;

(B) The 2000 Honda Accord, including the subject 2000 Honda Accord automobile, were defectively designed and manufactured in that there was no sufficient or reasonable protection to the front end or component parts thereof such that when exposed to fuel, a fire was avoided, thereby creating the unreasonable risk of a fuel-fed explosion and fire as a result of a collision to the rear-end of the subject automobile;

(C) Sufficient warnings were not given to warn purchasers, users, and members of the general and motoring public of the unreasonable and particular risk of a fuel-fed explosion and fire as a result of a collision to the front end of the 2000 Honda Accord automobile, including the 2000 Honda Accord automobile,

(D) Sufficient tests or studies were not performed or conducted before, during, and after the design and manufacture of the 2000 Honda Accord automobile, including the subject 2000 Honda Accord automobile, to determine whether said automobiles were safe; and

(E) For any and all other reasons which are not ascertained at this time.

20. On August 30, 2004, the 2000 Honda Accord operated by plaintiff EBRAHIM KHALILI, and occupied by ALINNE KHALILI and SARAH KHALILI, struck the rear-end of the 2001 Suzuki XL-7 operated by Victor Armenta, and as a proximate result of the defects as alleged in both vehicles, caused the fuel tank in the subject Suzuki XL-7 automobile to rupture and explode, resulting in a fire that engulfed the Honda Accord.

21. As a proximate result of the defects in both vehicles, and the collision, fuel-fed explosion and fire, plaintiffs ALINNE KHALILI and EBRAHIM KHALILI suffered serious and permanent injuries to their health, strength, and activity, including but not limited to, burns, and other injuries to their bodies, and severe shock to their nervous systems, all of which have caused, now cause, and will continue to cause her great physical and mental pain and suffering, all to plaintiffs ALINNE KHALILI and EBRAHIM KHALILI's general damages in an amount according to proof.

22. As a further proximate result of the defects in both vehicles, and the collision, fuel-fed explosion and fire, and the injuries sustained thereby, plaintiffs ALINNE KHALILI and EBRAHIM KHALILI have been, now are, and in the future will be, required to employ physicians, surgeons, and other medical personnel and incurred expenses therefor, and have in the past, now are, and in the future will be required to incur additional medical expenses for hospital bills and other incidental medical expenses, all to plaintiffs ALINNE KHALILI and EBRAHIM KHALILI's damages in an amount according to proof.

23. As a further proximate result of the defects in both vehicles, and the collision, fuel-fed explosion and fire, and the injuries sustained thereby, plaintiffs ALINNE KHALILI and EBRAHIM KHALILI have been, now are, and in the future will be prevented from and unable to attend to their usual occupation, and therefore, have in the past, now are, and in the future will be sustaining lost earnings, all to plaintiffs ALINNE KHALILI and EBRAHIM KHALILI's damages in an amount according to proof.

////

SECOND CAUSE OF ACTION FOR STRICT LIABILITY BY ALL PLAINTIFFS AS HEIRS OF SARAH KHALILI, DECEASED (WRONGFUL DEATH) AGAINST ALL DEFENDANTS EXCEPT DOES 1 THOUGH 10 AND EXCEPT FOR DOES 151 THROUGH 200.

24. Plaintiffs hereby repeat, reallege, and incorporate each and every allegation contained in paragraphs 1 through 23, inclusive, of this Complaint as though fully set forth at length herein.

25. Plaintiffs ALINNE KHALILI, ALINNE KHALILI; EBRAHIM KHALILI; ARSINNE KHALILI; DIGRAN KHALILI are the only known heirs of Sarah Khalili (hereinafter referred to as plaintiffs' decedent) and are entitled to bring this action, including this cause of action. Plaintiff EBRAHIM KHALILI was the lawfully wedded husband of plaintiffs' decedent. Plaintiffs ALINNE KHALILI and ARSINNE KHALILI were the daughters of plaintiffs' decedent. Plaintiff DIGRAN KHALILI was the son of plaintiffs' decedent.

26. On August 30, 2004, the 2000 Honda Accord operated by plaintiff EBRAHIM KHALILI, and occupied by ALINNE KHALILI and SARAH KHALILI, struck the rear-end of the 2001 Suzuki XL-7 operated by Victor Armenta, and as a proximate result of the defects as alleged in both vehicles, caused the fuel tank in the subject Suzuki XL-7 automobile to rupture and explode, resulting in a fire that engulfed the Honda Accord.

27. As a proximate result of the defects as alleged in both vehicles, and the resulting fire that engulfed the Honda Accord, SARAH KHALILI burned to death in the Honda Accord.

28. As a further proximate result of the defects, the resulting fire and the death of Sarah Khalili, plaintiffs ALINNE KHALILI; EBRAHIM KHALILI; ARSINNE KHALILI and DIGRAN KHALILI have been deprived of the decedent's love, companionship, comfort, affection, society, services, moral support, and financial support, all to plaintiffs' damages in an amount according to proof.

29. As a further proximate result of the defects, the resulting fire and the death

of Sarah Khalili, plaintiffs ALINNE KHALILI; EBRAHIM KHALILI; ARSINNE KHALILI and DIGRAN KHALILI have incurred funeral and burial expenses, all to plaintiffs' damages in an amount according to proof.

THIRD CAUSE OF ACTION FOR NEGLIGENCE BY PLAINTIFFS ALINNE KHALILI AND EBRAHIM KHALILI (PERSONAL INJURIES) AGAINST ALL DEFENDANTS EXCEPT DOES 1 THROUGH 10

30. Plaintiffs hereby repeat, reallege, and incorporate each and every allegation contained in paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth at length herein.

31. At all times mentioned herein, defendants SUZUKI MOTOR COMPANY and AMERICAN SUZUKI MOTOR COMPANY and DOES 11 to 100, inclusive, had a duty to properly design, engineer, manufacture, assemble, test, market, advertise, promote, supply, distribute, and sell the 2001 Suzuki XL-7 1989 automobiles, including the subject 2001 Suzuki XL-7 automobile, including but not limited to, the engine, fuel tank, fuel lines, fuel feed mechanisms, interior barriers, rear axle, rear bumper, body, passenger doors, and all associated parts and components attached thereto.

32. At all times mentioned herein, defendants SUZUKI MOTOR COMPANY and AMERICAN SUZUKI MOTOR COMPANY and DOES 11 to 100, inclusive, knew, or in the exercise of reasonable care should have known, that:

(A) The Suzuki 2001 XL-7 Suzuki automobiles, including the subject Suzuki 2001 XL-7 automobile, were negligently and carelessly designed, engineered, assembled, manufactured, tested, marketed, advertised, promoted, supplied, distributed, and sold in that the fuel tank was located in a place so as to cause the unreasonable risk of a fuel-fed explosion and fire as a result of a collision to the rear-end of the subject automobile;

(B) The Suzuki 2001 XL-7 Suzuki automobiles, including the subject Suzuki 2001 XL-7 automobile, were negligently and carelessly designed, engineered, assembled, manufactured, tested, marketed, advertised, promoted, supplied,

distributed, and sold in that no sufficient or reasonable protection of the fuel tank existed, thereby creating the unreasonable risk of rupture to the fuel tank, thereby causing a fuel-fed explosion and fire as a result of a collision to the rear-end of the subject automobile;

(C) The Suzuki 2001 XL-7 automobiles, including the subject 2001 Suzuki XL-7 automobile, were negligently and carelessly designed, engineered, assembled, manufactured, tested, marketed, advertised, promoted, supplied, distributed, and sold in that the fuel leakage was not prevented or minimized due to rupture of the fuel tank, thereby creating the unreasonable risk of a fuel-fed explosion and fire as a result of a collision to the rear-end of the subject automobile;

(D) The Suzuki 2001 XL-7 automobiles, including the subject Suzuki 2001 XL-7 automobile, were negligently and carelessly designed, engineered, assembled, manufactured, tested, marketed, advertised, promoted, supplied, distributed, and sold in that associated parts and components attached thereto, which were located in the area of the fuel tank, created the unreasonable risk of puncture to the fuel tank in the event of a rear-end collision, thereby causing the unreasonable risk of a fuel-fed explosion and fire as a result of a collision to the rear-end of the subject automobile;

(E) Sufficient warnings were not given to warn purchasers, users, and members of the general and motoring public of the unreasonable and particular risk of a fuel-fed explosion and fire as a result of a collision to the rear-end of the Suzuki 2001 XL-7 automobiles, including the subject 2001 XL-7 automobile;

(F) Sufficient tests or studies were not performed or conducted before, during, and after the design and manufacture of the Suzuki 2001 XL-7 automobiles, including the subject Suzuki 2001 XL-7 automobile, to determine whether said automobiles were safe; and

(G) For any and all other reasons which are not ascertained at this time.

33. At all times mentioned herein, defendants AMERICAN HONDA MOTOR COMPANY, INC.; HONDA NORTH AMERICA, INC.; HONDA R & D AMERICAS, INC.;

HONDA OF AMERICA MANUFACTURING, INC.; HONDA ENGINEERING, LTD.; HONDA MOTOR COMPANY, LTD.; HONDA RESEARCH & DEVELOPMENT COMPANY, LTD and DOES 101 to 150, inclusive, had a duty to properly design, engineer, manufacture, assemble, test, market, advertise, promote, supply, distribute, and sell the 2000 Honda Accord automobiles, including the subject 2000 Honda Accord automobile, including but not limited to, the front end and components parts thereof.

34. At all times mentioned herein, defendants AMERICAN HONDA MOTOR COMPANY, INC.; HONDA NORTH AMERICA, INC.; HONDA R & D AMERICAS, INC.; HONDA OF AMERICA MANUFACTURING, INC.; HONDA ENGINEERING, LTD.; HONDA MOTOR COMPANY, LTD.; HONDA RESEARCH & DEVELOPMENT COMPANY, LTD and DOES 101 to 150, inclusive, knew, or in the exercise of reasonable care should have known, that:

(A) The 2000 Honda Accord automobiles, including the subject 2000 Honda Accord, were negligently and carelessly designed, engineered, assembled, manufactured, tested, marketed, advertised, promoted, supplied, distributed, and sold in that the front end and components parts thereof when rear ending another vehicle became sharp objects that could puncture gas tanks so as to cause the unreasonable risk of a fuel-fed explosion and fire;

(B) The 2000 Honda Accord automobiles, including the subject 2000 Honda Accord automobile, were negligently and carelessly designed, engineered, assembled, manufactured, tested, marketed, advertised, promoted, supplied, distributed, and sold in that there was no sufficient or reasonable protection to the front end or component parts thereof such that when exposed to fuel, a fire was avoided, thereby creating the unreasonable risk of a fuel-fed explosion and fire as a result of a collision to the rear-end of the subject automobile;

(C) Sufficient warnings were not given to warn purchasers, users, and members of the general and motoring public of the unreasonable and particular risk of a fuel-fed explosion and fire as a result of a collision to the front end of the 2000 Honda Accord

automobile, including the 2000 Honda Accord automobile, and

(E) For any and all other reasons which are not ascertained at this time.

35. At all times mentioned herein, defendants SUZUKI MOTOR COMPANY and AMERICAN SUZUKI MOTOR COMPANY and DOES 11 to 100, inclusive, so negligently and carelessly designed, engineered, assembled, manufactured, tested, marketed, advertised, promoted, supplied, distributed, and sold the Suzuki 2001 XL-7 automobiles, including the subject Suzuki 2000 XL-7 automobile that on August 30, 2004, the 2000 Honda Accord operated by plaintiff EBRAHIM KHALILI, and occupied by ALINNE KHALILI and SARAH KHALILI, struck the rear-end of the 2001 Suzuki XL-7 operated by Victor Armenta, and as a proximate result of the defects as alleged in both vehicles, caused the fuel tank in the subject Suzuki XL-7 automobile to rupture and explode, resulting in a fire that engulfed the Honda Accord.

36. At all times mentioned herein, defendants AMERICAN HONDA MOTOR COMPANY, INC.; HONDA NORTH AMERICA, INC.; HONDA R & D AMERICAS, INC.; HONDA OF AMERICA MANUFACTURING, INC.; HONDA ENGINEERING, LTD.; HONDA MOTOR COMPANY, LTD.; HONDA RESEARCH & DEVELOPMENT COMPANY, LTD and DOES 101 to 150, inclusive, so negligently and carelessly designed, engineered, assembled, manufactured, tested, marketed, advertised, promoted, supplied, distributed, and sold the 2000 Honda Accord automobiles, including the subject 2000 Honda Accord automobile that on August 30, 2004, the 2000 Honda Accord operated by plaintiff EBRAHIM KHALILI, and occupied by ALINNE KHALILI and SARAH KHALILI, struck the rear-end of the 2001 Suzuki XL-7 operated by Victor Armenta, and as a proximate result of the defects as alleged in both vehicles, caused the fuel tank in the subject Suzuki XL-7 automobile to rupture, resulting in a fuel-fed fire that engulfed the Honda Accord.

37. As a proximate result of the negligence and carelessness of defendants, and each of them, and of the collision, fuel-fed explosion and fire, plaintiffs ALINNE KHALILI and EBRAHIM KHALILI suffered serious and permanent injuries to their

health, strength, and activity, including but not limited to, burns, and other injuries to their bodies, and severe shock to their nervous systems, all of which have caused, now cause, and will continue to cause her great physical and mental pain and suffering, all to plaintiffs ALINNE KHALILI and EBRAHIM KHALILI's general damages in an amount according to proof.

38. As a proximate result of the negligence and carelessness of defendants, and each of them, and of the collision, fuel-fed explosion and fire and the injuries sustained thereby, plaintiffs ALINNE KHALILI and EBRAHIM KHALILI have been, now are, and in the future will be, required to employ physicians, surgeons, and other medical personnel and incurred expenses therefor, and have in the past, now are, and in the future will be required to incur additional medical expenses for hospital bills and other incidental medical expenses, all to plaintiffs ALINNE KHALILI and EBRAHIM KHALILI's damages in an amount according to proof.

39. As a proximate result of the negligence and carelessness of defendants, and each of them, and of the collision, fuel-fed explosion and fire and the injuries sustained thereby, plaintiffs ALINNE KHALILI and EBRAHIM KHALILI have been, now are, and in the future will be prevented from and unable to attend to their usual occupation; and therefore, have in the past, now are, and in the future will be sustaining lost earnings, all to plaintiff ALINNE KHALILI and EBRAHIM KHALILI's damages in an amount according to proof.

FOURTH CAUSE OF ACTION FOR NEGLIGENCE BY ALL PLAINTIFFS AS HEIRS OF SARAH KHALILI, DECEASED (WRONGFUL DEATH) AGAINST ALL DEFENDANTS EXCEPT DOES 1 THOUGH 10

40. Plaintiffs hereby repeat, reallege, and incorporate each and every allegation contained in paragraphs 1 through 39, inclusive, of this Complaint as though fully set forth at length herein.

41. Plaintiffs ALINNE KHALILI, ALINNE KHALILI; EBRAHIM KHALILI; ARSINNE KHALILI; DIGRAN KHALILI are the only known heirs of Sarah Khalili (hereinafter

referred to as plaintiffs' decedent) and are entitled to bring this action, including this cause of action. Plaintiff EBRAHIM KHALILI was the lawfully wedded husband of plaintiffs' decedent. Plaintiffs ALINNE KHALILI and ARSINNE KHALILI were the daughters of plaintiffs' decedent. Plaintiff DIGRAN KHALILI was the son of plaintiffs' decedent.

42. At all times mentioned herein, defendants SUZUKI MOTOR COMPANY and AMERICAN SUZUKI MOTOR COMPANY and DOES 11 to 100, inclusive, had a duty to properly design, engineer, manufacture, assemble, test, market, advertise, promote, supply, distribute, and sell the 2001 Suzuki XL-7 1989 automobiles, including the subject 2001 Suzuki XL-7 automobile, including but not limited to, the engine, fuel tank, fuel lines, fuel feed mechanisms, interior barriers, rear axle, rear bumper, body, passenger doors, and all associated parts and components attached thereto.

43. At all times mentioned herein, defendants AMERICAN HONDA MOTOR COMPANY, INC.; HONDA NORTH AMERICA, INC.; HONDA R & D AMERICAS, INC.; HONDA OF AMERICA MANUFACTURING, INC.; HONDA ENGINEERING, LTD.; HONDA MOTOR COMPANY, LTD.; HONDA RESEARCH & DEVELOPMENT COMPANY, LTD and DOES 101 to 150, inclusive, had a duty to properly design, engineer, manufacture, assemble, test, market, advertise, promote, supply, distribute, and sell the 2000 Honda Accord automobiles, including the subject 2000 Honda Accord automobile, including but not limited to, the front end and components parts thereof.

44. On August 30, 2004, the 2000 Honda Accord operated by plaintiff EBRAHIM KHALILI, and occupied by ALINNE KHALILI and SARAH KHALILI, struck the rear-end of the 2001 Suzuki XL-7 operated by Victor Armenta, and as a proximate result of the negligence and carelessness of the defendants, and each of them, as herein alleged, the fuel tank in the subject Suzuki XL-7 automobile ruptured, resulting in a fuel-fed fire that engulfed the Honda Accord.

45. As a proximate result of the negligence and carelessness of the defendants, and each of them, and of the collision, fuel-fed explosion and the resulting fire that

engulfed the Honda Accord, SARAH KHALILI burned to death in the Honda Accord.

46. As a further proximate result of the negligence and carelessness of the defendants, and each of them, of the collision, the fuel-fed explosion, the resulting fire, and the death of Sarah Khalili, plaintiffs ALINNE KHALILI; EBRAHIM KHALILI; ARSINNE KHALILI and DIGRAN KHALILI have been deprived of the decedent's love, companionship, comfort, affection, society, services, moral support, and financial support, all to plaintiffs' damages in an amount according to proof.

47. As a further proximate result of the negligence and carelessness of the defendants, and each of them, of the collision, the fuel-fed explosion, the resulting fire, and the death of Sarah Khalili, plaintiffs ALINNE KHALILI; EBRAHIM KHALILI; ARSINNE KHALILI and DIGRAN KHALILI have incurred funeral and burial expenses, all to plaintiffs' damages in an amount according to proof.

WHEREFORE, plaintiffs pray for judgment against defendants, and each of them, as follows:

FIRST AND THIRD CAUSES OF ACTION

1. General damages according to proof at the time of trial.
2. Medical expenses according to proof at the time of trial.
3. Future loss of wages according to proof at the time of trial.
4. Special damages according to proof at the time of trial.
5. Pre-judgment interest according to proof.
6. For all costs of suit herein incurred.
7. For such other and further relief as this Court may deem just and proper.

SECOND AND FOURTH CAUSE OF ACTION

1.. General damages according to proof;
2. Special damages according to proof;
3. Funeral and burial expenses according to proof;
4. Prejudgment interest;
5. For all costs of suit herein incurred; and

6. For such other and further relief as the Court may deem just and proper.

DATED: January 24, 2006

LAW OFFICES OF MICHAEL L. ORAN
MOGHADDAMI & SADIGH

BY: _____
MICHAEL L. ORAN
KATHY B. SEUTHE
ALI MOGHADDAMI
JAMES SADIGH

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Kathy B. Seuthe, Esq. (#122050)
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Ali Moghaddami, Esq. (# 174548)
James Sadigh, Esq. (#140199)
Moghaddami & Sadigh
333 E. Glenoaks Boulevard, Suite 202
Glendale, CA 91207
Tel: (818) 500-4111
Fax: (818) 500-4114

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - EAST DISTRICT

ALINNE KHALILI; EBRAHIM KHALILI; ARSINNE KHALILI; DIGRAN KHALILI, Plaintiffs, vs. SUZUKI MOTOR COMPANY; AMERICAN SUZUKI MOTOR COMPANY; AMERICAN HONDA MOTOR COMPANY, INC.; HONDA NORTH AMERICA, INC.; HONDA R & D AMERICAS, INC.; HONDA OF AMERICA MANUFACTURING, INC.; HONDA ENGINEERING, LTD.; HONDA MOTOR COMPANY, LTD.; HONDA RESEARCH & DEVELOPMENT COMPANY, LTD. and DOES 1 to 200, Inclusive, Defendants.	CASE NO. KC047709 R [Case Assigned to Judge Robert A. Dukes, Dept. R] **NOTICE OF CASE ASSIGNMENT**

TO ALL PARTIES AND TO THEIR ATTORNEYS:

PLEASE TAKE NOTICE that the above entitled action has been assigned to Judge Robert A. Dukes, for all purposes, in

Department R, of the above entitled Court, located at 400 Civic Center Plaza, Pomona, CA 91766.

1. Attached is a copy of the ADR Information package, including Information re: Cases Referred to ADR, Stipulation to Participate in Alternative Dispute Resolution, L.A.S.C. ADR Programs, L.A. County Dispute Resolution Programs Act (DRPA) Contractors.

2. For quick and proper routing of documents, please place the Department Letter Designation ("R") at the end of the case number on all subsequent filings.

DATED: January 25, 2006

LAW OFFICES OF MICHAEL L. ORAN
MOGHADDAMI & SADIGH

BY: _____
MICHAEL L. ORAN
KATHY B. SEUTHE
ALI MOGHADDAMI
JAMES SADIGH

INFORMATION RE: CASES REFERRED TO ADR

The Los Angeles Superior Court Alternative Dispute Resolution (ADR) Program is governed by Los Angeles Superior Court Rules, Chapter Twelve, California Rules of Court, rules 1600-1639 and Code of Civil Procedure sections 1141.10-1141.31 and 1775-1775.15.

ADR Clerk
This referral has been assigned to the ADR Clerk located at the courthouse indicated at right.

Initiating The ADR Process
Upon referral to ADR, the parties must immediately:

1. Complete the ADR intake forms
   a. **ADR Case Referral Intake** (ADR 039) – To be fully completed by plaintiff.
   b. **ADR Demographic Information** (ADR 011) – One sheet must be completed for each litigant named in the action.
2. Submit completed forms to the ADR Clerk either in person or by fax filing (LASC Rules Ch. 18). THE ADR REFERRAL WILL NOT BE PROCESSED UNLESS ALL FORMS ARE PROPERLY COMPLETED AND SUBMITTED TO THE ADR CLERK WITHIN 10 DAYS OF THE DATE ON THE NOTICE OF REFERRAL.

Extra forms may be obtained from the Court's website (www.lasuperiorcourt.org, click on *ADR* then *Forms*) or the ADR Clerk.

Neutral Selection
General Jurisdiction – The parties may select a Neutral from the Court's website and indicate their choice on the ADR Case Referral Intake. If the Neutral is not available at the time the ADR Clerk receives the Intake, the ADR Clerk will randomly select another Neutral.

Limited Jurisdiction – The ADR Clerk randomly selects the Neutral.

Should the parties decide to contract a private ADR Neutral, plaintiff should immediately notify the ADR Clerk and assigned Neutral (if any).

ADR Completion Date
Unless the Court has set a completion date, the ADR Clerk will set a completion date at the 60th day from the date of assignment in mediation cases and at the 90th day in arbitration cases.

Where To File Documents
Filed directly with the ADR Clerk:

- Disqualification of ADR Neutral (LASC Rules 12.6)
- Notice of ADR Hearing (including amended notices)
- Statement of Agreement or Nonagreement (**mediation only**)
- Award of Arbitrator (**arbitration only**)
- Request for Trial de Novo (**arbitration only**)
- Notice of Settlement

NOTE: The ADR Clerk processes documents related to cases going through the Court's ADR program only. Documents related to cases going through private ADR, binding arbitration, contractual arbitration, mandatory fee arbitration, etc., are to be filed directly with the Civil Clerk or assigned Courtroom.

Filed directly with the Civil Clerk or Referring Courtroom:

- Motion to Extend ADR Completion Date
- Notice or Order Extending ADR Completion Date**
- Notice or Order Removing Case from ADR**
- Stipulation Re Settlement
- Request for Dismissal**
- All other papers (i.e., motions, orders to show cause, etc.) related to the case

**With a copy to the ADR Clerk.

IF THIS CASE HAS BEEN PREVIOUSLY SENT TO THE COURT'S ADR PROGRAM, PLEASE IMMEDIATELY NOTIFY THE ADR CLERK.

COURTHOUSE:

- ☐ Alhambra
  150 W. Commonwealth Ave., 91801
  (626) 308-5521
- ☐ Beverly Hills
  9355 Burton Way, 90210
  (310) 288-1300
- ☐ Burbank
  300 E. Olive Ave., Rm. 225, 91502
  (818) 557-3482
- ☐ Chatsworth
  9425 Penfield St., Rm. 1200, 91311
  (818) 576-8565
- ☐ Compton
  200 W. Compton Bl., Rm. 1002, 90220
  (310) 603-3072
- ☐ El Monte (Rio Hondo)
  11234 E. Valley Bl., Rm. 100, 91731
  (626) 575-4268
- ☐ Glendale
  600 E. Broadway, Rm. 273, 91206
  (818) 500-3160
- ☐ Inglewood
  One Regent St., Rm. 630, 90301
  (310) 419-5701
- ☐ Lancaster (Antelope Valley)
  42011 4th St. West, 93534
  (661) 974-7247
- ☐ Long Beach
  415 W. Ocean Bl., Rm. 316, 90802
  (562) 491-6272
- ☐ Los Angeles
  111 N. Hill St., Rm. 113, 90012
  (213) 974-5425
- ☐ Malibu
  23525 Civic Center Way, 90265
  (310) 456-0585
- ☐ Norwalk
  12720 Norwalk Bl., Rm. 308, 90650
  (562) 807-7243
- ☐ Pasadena
  300 E. Walnut St., Rm. 109, 91101
  (626) 356-5685
- ☐ Pomona
  400 Civic Center Plaza, Rm. 106, 91766
  (909) 620-3183
- ☐ Redondo Beach (Beach Cities)
  117 W. Torrance Bl., Rm. 100, 90277
  (310) 798-6875
- ☐ San Pedro
  505 S. Centre St., Rm. 209, 90731
  (310) 519-6151
- ☐ Santa Monica
  1725 Main St., Rm. 203, 90401
  (310) 260-1829
- ☐ Torrance
  825 Maple Ave., Rm. 100, 90503
  (310) 222-1701
- ☐ Van Nuys
  6230 Sylmar Ave., Rm. 331, 91401
  (818) 374-2337
- ☐ West Covina (Citrus)
  1427 West Covina Pkwy., 91790
  (626) 813-3270

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	*Reserved for Clerk's File Stamp*
ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)		CASE NUMBER:

The undersigned parties stipulate to participate in Alternative Dispute Resolution (ADR) in the above-entitled action, as follows:

1. **ALTERNATIVE DISPUTE RESOLUTION PROCESS:**
   - ☐ Mediation
   - ☐ Non-Binding Arbitration
   - ☐ Binding Arbitration
   - ☐ Settlement Conference
   - ☐ Other ADR Process *(describe)*: _____

2. **NEUTRAL:**
   - ☐ **Court Panel:** The parties request the **assignment of one of** the following neutrals from the Court's
     - ☐ Pro Bono Panel (no charge to the parties for the first 3 hours of hearing time)
       - ☐ **The parties request that the ADR Clerk select the neutral.**

       If neither choice of neutral is available, the Court's ADR Office will select the neutral.
     - ☐ Party Pay Panel ($150.00 per hour charge to the parties for the first 3 hours of hearing time)

       First choice: _____ *Alternate:* _____

Dated: _____

Name of Stipulating Party ☐ Plaintiff ☐ Defendant ☐ Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney
Name of Stipulating Party ☐ Plaintiff ☐ Defendant ☐ Cross-defendant	Name of Party or Attorney Executing Stipulation	Signature of Party or Attorney

☐ **Additional signature(s) on reverse**

LOS ANGELES SUPERIOR COURT
ALTERNATIVE DISPUTE RESOLUTION (ADR) PROGRAMS

CRC 201.9(c)
Information about Alternative Dispute Resolution

The plaintiff shall serve a copy of the ADR Information package on each defendant along with the complaint.

ADR PROGRAMS

"Alternative Dispute Resolution (ADR)" is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes such as arbitration, mediation and settlement conferences are less formal than court and provide opportunities for litigants to reach an agreement using a problem-solving approach rather than the more adversarial approach of litigation.

MEDIATION A neutral third party called a "mediator" helps participants in the dispute create their own resolution. The mediator helps facilitate a discussion in which the parties reach a mutually agreed upon settlement. Therefore, mediation allows for more creative resolutions to disputes than other ADR processes.

The Court Mediation Program is governed by Code of Civil Procedure (CCP) 1775-1775.15, California Rules of Court (CRC) 1620-1622 and 1630-1639, Evidence Code 1115-1128, and Los Angeles Superior Court (LASC) Rules Chapter 12.

ARBITRATION A neutral third party called an "arbitrator" listens to each side in the dispute present its case. The arbitrator, who is an attorney, issues a decision based on the evidence. Although evidence is presented, arbitration is a less formal process than litigation. The decision is non-binding unless the parties agree in writing to binding arbitration.

The Court Arbitration Program is governed by Code of Civil Procedure (CCP) 1141.10-1141.31, California Rules of Court (CRC) 1600-1618, and Los Angeles Superior Court (LASC) Rules Chapter 12.

SETTLEMENT CONFERENCE A neutral third party called a settlement officer, who is also a retired judge, assists the parties in negotiating their own settlement and may evaluate the strengths and weaknesses of the case.

JURISDICTIONAL LIMITATIONS

MEDIATION & ARBITRATION Any case in which the amount in dispute is between $25,000-$50,000 per plaintiff, and was not previously referred to the Court ADR Program, can be sent to the Court ADR Program for mediation or arbitration by stipulation, elect ion by plaintiff or order of the court.

Parties may *voluntarily* request or initiate a mediation or arbitration proceeding, regardless of the amount in dispute.

SETTLEMENT CONFERENCE Any case, regardless of the amount in dispute, may be ordered to a settlement conference. There is no monetary limit.

REFERRAL INFORMATION

After the Court determines the suitability of a case for ADR, the Court directs the parties to the ADR Department to initiate the ADR process. Once the parties have completed the ADR intake forms, a Neutral may be selected.

LOS ANGELES COUNTY
DISPUTE RESOLUTION PROGRAMS ACT (DRPA) CONTRACTORS

The following organizations provide mediation services under contract with the Los Angeles County Department of Community & Senior Services. Services are provided to parties in any civil case filed in the Los Angeles County Superior Court. Services are not provided under this program to family, probate, traffic, criminal, appellate, mental health, unlawful detainer/eviction or juvenile court cases.

Asian-Pacific American Dispute Resolution Center
(213) 250-8190
(Spanish & Asian languages capability)

California Academy of Mediation Professionals
(818) 377-7250

Center for Conflict Resolution
(818) 380-1840

Inland Valleys Justice Center
(909) 397-5780
(Spanish language capability)

Office of the Los Angeles City Attorney Dispute Resolution Program
(213) 485-8324
(Spanish language capability)

Los Angeles County Bar Association Dispute Resolution Services
toll free number 1-877-4Resolve (737-6583) or (213) 896-6533
(Spanish language capability)

Los Angeles County Department of Consumer Affairs
(213) 974-0825
(Spanish language capability)

The Loyola Law School Center for Conflict Resolution
(213) 736-1145
(Spanish language capability)

Martin Luther King Legacy Association Dispute Resolution Center
(323) 290-4132
(Spanish language capability)

City of Norwalk
(562) 929-5603

DRPA Contractors do not provide legal advice or assistance, including help with responding to summonses. Accessing these services does not negate any responsibility you have to respond to a summons or appear at any set court date. See the reverse side of this sheet for information on the mediation process and obtaining legal advice.

THIS IS A TWO-SIDED DOCUMENT.

NOTICE

All Civil Complaints and Civil Petitions are assigned to a Judicial Officer for **ALL PURPOSES**. The letter **CASE NUMBER DISIGNATION** at the **END** of the **INDICATES** the **DEPARTMENT** to which the case has been **ASSIGNED.**

For **QUICK** & **PROPER ROUTING**, of your documents, please , place the **DEPARTMENT LETTER DESIGNATION** at the **END** of the **CASE NUMBER** on **ALL SUBSEQUENT** documents filings.

Thank You.

ALINNE KHALILI, et al. vs. SUZUKI MOTOR COMPANY, et al.
L.A.S.C., EAST DISTRICT, CASE NO. KC047709 R

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 550 South Hope Street, Suite 1000, Los Angeles, CA 90071.

On January 25, 2006, I served the following document described as **NOTICE OF CASE ASSIGNMENT** on the interested parties in this action, by placing the original ____ a true copy __X__ thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED SERVICE LIST

__X__ **BY MAIL.** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on January 25, 2006 , at Los Angeles, California.

____ **(BY PERSONAL SERVICE)** I delivered such envelope by hand to the offices of the addressee.

Executed on , 2006, at Los Angeles, California.

__X__ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

____ **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Julie Easly
JULIE EASLY

SERVICE LIST

ALINNE KHALILI, et al. vs. SUZUKI MOTOR COMPANY, et al.
L.A.S.C., EAST DISTRICT, CASE NO. KC047709 R

AMERICAN SUZUKI MOTOR COMPANY — Defendant
3251 E. Imperial Hwy.
Brea, CA 92821-6795
TEL: (714) 996-7040
FAX: (714) 524-8499

AMERICAN HONDA MOTOR COMPANY, INC. — Defendant
1919 Torrance Blvd.
Torrance, CA 90501-2746
TEL: (310) 783-2000
FAX: (310) 783-2110

HONDA NORTH AMERICA, INC. — Defendant
1919 Torrance Blvd.
Torrance, CA 90501-2746
TEL: (310) 783- 2000

Defendant
HONDA R & D AMERICAS, INC.
1900 Harpers Way
Torrance, CA 90501-1521
TEL: (310) 781-5500

HONDA OF AMERICA MANUFACTURING, INC. — Defendant
Honda Parkway
24000 U.S. Rte. 33
Marysville, Ohio 43040
TEL: (937) 642-5000

STATE OF CALIFORNIA

TRAFFIC COLLISION REPORT

CHP 555 CARS Page 1 (Rev 8/98) OPI 042

Page 1 of 11

SPECIAL CONDITIONS: FATAL	NUMBER KILLED: 3	HIT & RUN:	CITY: UNINCORPORATED	JUDICIAL DISTRICT: WEST COVINA	LOCAL REPORT NUMBER: 8-747
	NUMBER INJURED: 1	HIT & RUN (VEHICLE/PROPERTY DAMAGE ONLY):	COUNTY: LOS ANGELES	REPORTING DISTRICT: 503	

LOCATION

COLLISION OCCURRED ON: SR-60 E/B (POMONA FWY)	MO/DAY/YEAR: 8/30/2004	TIME (2400): 0001	NCIC #: 9550	OFFICER I.D.: 017529
MILEPOST INFORMATION: 1015 FEET WEST OF 60 LA 22.37	DAY OF WEEK: MONDAY	TOW AWAY: X YES / NO	PHOTOGRAPHS BY: SGT REYES	NONE
AT INTERSECTION WITH: OR: X 1015 FEET WEST OF LEMON AVE		STATE HWY RELATED: X YES / NO	#10296	

PARTY 1 — DRIVER — PEDESTRIAN — PARKED VEHICLE

DRIVER'S LICENSE NUMBER: [redacted]	STATE: CA	CLASS: C	SAFETY EQUIP:	VEH. YEAR: 2000	MAKE / MODEL / COLOR: HONDA ACCORD WH	LICENSE NUMBER: [redacted]	STATE: CA	
CITY / STATE / ZIP: YORBA LINDA CA [redacted]				OWNER'S NAME: [redacted]	SAME AS DRIVER			
				OWNER'S ADDRESS:	X SAME AS DRIVER			
				DISPOSITION OF VEHICLE ON ORDERS OF: [redacted]	X OFFICER / DRIVER / OTHER			

VICT. / CIT.

SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE	RACE
M	WHI	GRN	5-09	178	[redacted]	O

OTHER

NAME: [redacted]	HOME PHONE: [redacted]	BUSINESS PHONE: NONE	
PRIOR MECHANICAL DEFECTS: X NONE APP / REFER TO NARRATIVE	VEHICLE IDENTIFICATION NUMBER:		
INSURANCE CARRIER: MERCURY	POLICY NUMBER: [redacted]	CHP USE ONLY VEHICLE TYPE: 01	DESCRIBE VEHICLE DAMAGE: UNK / NONE / MINOR / MOD / X MAJOR / ROLL-OVER
DIR OF TRAVEL: F	ON STREET OR HIGHWAY: SR-60	SPEED LIMIT: 65	SHADE IN DAMAGED AREA: [redacted]
CA ___ DOT ___ CAL-T ___ TOP/PSC ___ MO/MX ___			

PARTY 2 — DRIVER — PEDESTRIAN — PARKED VEHICLE

DRIVER'S LICENSE NUMBER: [redacted]	STATE: CA	CLASS: C	SAFETY: G	VEH. YEAR: 2001	MAKE / MODEL / COLOR: SUZI XL-7 GRN	LICENSE NUMBER: [redacted]	STATE: CA	
CITY / STATE / ZIP: FONTANA CA [redacted]				OWNER'S NAME:	X SAME AS DRIVER			
				OWNER'S ADDRESS:	X SAME AS DRIVER			
				DISPOSITION OF VEHICLE ON ORDERS OF: [redacted]	X OFFICER / DRIVER / OTHER			

VICT. / CIT.

SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE	RACE
M	BLK	BRN	5-09	180	[redacted]	H

OTHER

NAME: [redacted]	HOME PHONE: [redacted]	BUSINESS PHONE: NONE	
PRIOR MECHANICAL DEFECTS: X NONE APP / REFER TO NARRATIVE	VEHICLE IDENTIFICATION NUMBER:		
INSURANCE CARRIER: INFINITY	POLICY NUMBER: BINDER	CHP USE ONLY VEHICLE TYPE: 07	DESCRIBE VEHICLE DAMAGE: UNK / NONE / MINOR / MOD / X MAJOR / ROLL-OVER
DIR OF TRAVEL: E	ON STREET OR HIGHWAY: SR-60	SPEED LIMIT: 65	SHADE IN DAMAGED AREA: [redacted]
CA ___ DOT ___ CAL-T ___ TOP/PSC ___ MO/MX ___			

PARTY 3 — DRIVER — PEDESTRIAN — PARKED VEHICLE

DRIVER'S LICENSE NUMBER: [redacted]	STATE: CA	CLASS: C	SAFETY: G	VEH. YEAR: 2005	MAKE / MODEL / COLOR: AUDI A4 GRY	LICENSE NUMBER: [redacted]	STATE: CA	
NAME (FIRST, MIDDLE, LAST): [redacted]				OWNER'S NAME:	X SAME AS DRIVER			
CITY / STATE / ZIP: VISTA CA [redacted]				OWNER'S ADDRESS:	X SAME AS DRIVER			
				DISPOSITION OF VEHICLE ON ORDERS OF: DIAMOND BAR TOW - (909)598-3815	X OFFICER / DRIVER / OTHER			

DATA PROC 2
CO ROADS
CORONERS
DIST. ATTY.
OTHER

VICT. / CIT.

SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE	RACE
M	BLK	BRN	5-06	130	[redacted]	A

OTHER

NAME: [redacted]	HOME PHONE: [redacted]	BUSINESS PHONE: [redacted]	
PRIOR MECHANICAL DEFECTS: X NONE APP / REFER TO NARRATIVE	VEHICLE IDENTIFICATION NUMBER:		
INSURANCE CARRIER: PROGRESSIVE	POLICY NUMBER: 61298842-0	CHP USE ONLY VEHICLE TYPE: 01	DESCRIBE VEHICLE DAMAGE: UNK / NONE / MINOR / X MOD / MAJOR / ROLL-OVER
DIR OF TRAVEL: E	ON STREET OR HIGHWAY: SR-60	SPEED LIMIT: 65	SHADE IN DAMAGED AREA: [redacted]
CA ___ DOT ___ CAL-T ___ TOP/PSC ___ MO/MX ___			

PREPARER'S NAME: A. NORRIS 017529	DISPATCH NOTIFIED: X YES / NO / N/A	REVIEWER'S NAME: A. M. [illegible]	DATE REVIEWED: 9/22/05

EA 12-005
PRODUCED BY SUZUKI MOTOR CORPORATION

STATE OF CALIFORNIA

TRAFFIC COLLISION CODING

CHP 555 CARS Page2 (6/93) OPI 042

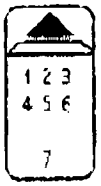
DATE OF COLLISION (MO. DAY YEAR)	TIME (2400)	NCIC #	OFFICER I.D.	NUMBER
8/30/2004	0001	9550	017529	8-747

PROPERTY DAMAGE

OWNER	OWNER ADDRESS	NOTIFIED
N/A	N/A	☐ YES ☐ NO

DESCRIPTION OF DAMAGE: N/A

SEATING POSITION



1 - DRIVER
2 TO 6 - PASSENGERS
7 - STA. WGN REAR
8 - RR. OCC TRK. OR VAN
9 - POSITION UNKNOWN
0 - OTHER

SAFETY EQUIPMENT

OCCUPANTS
A - NONE IN VEHICLE
B - UNKNOWN
C - LAP BELT USED
D - LAP BELT NOT USED
E - SHOULDER HARNESS USED
F - SHOULDER HARNESS NOT USED
G - LAP/SHOULDER HARNESS USED
H - LAP/SHOULDER HARNESS NOT USED
J - PASSIVE RESTRAINT USED
K - PASSIVE RESTRAINT NOT USED
L - AIR BAG DEPLOYED
M - AIR BAG NOT DEPLOYED
N - OTHER
P - NOT REQUIRED

CHILD RESTRAINT
S - IN VEHICLE USED
R - IN VEHICLE NOT USED
S - IN VEHICLE USE UNKNOWN
T - IN VEHICLE IMPROPER USE
U - NONE IN VEHICLE

M/C BICYCLE - HELMET
DRIVER
V - NO
W - YES
PASSENGER
X - NO
Y - YES

EJECTED FROM VEHICLE

0 - NOT EJECTED
1 - FULLY EJECTED
2 - PARTIALLY EJECTED
3 - UNKNOWN

ITEMS MARKED BELOW FOLLOWED BY AN ASTERISK (*) SHOULD BE EXPLAINED IN THE NARRATIVE.

PRIMARY COLLISION FACTOR LIST NUMBER (#) OF PARTY AT FAULT

1

- A VC SECTION VIOLATED: 22350 V.C. CITED: YES X NO
- B OTHER IMPROPER DRIVING*
- C OTHER THAN DRIVER*
- D UNKNOWN*
- E FELL ASLEEP*

WEATHER (MARK 1 TO 2 ITEMS)

- X A CLEAR
- B CLOUDY
- C RAINING
- D SNOWING
- E FOG / VISIBILITY FT.
- F OTHER:*
- G WIND

LIGHTING

- A DAYLIGHT
- B DUSK - DAWN
- X C DARK - STREET LIGHTS
- D DARK - NO STREET LIGHTS
- E DARK - STREET LIGHTS NOT FUNCTIONING*

ROADWAY SURFACE

- X A DRY
- B WET
- C SNOWY - ICY
- D SLIPPERY (MUDDY, OILY, ETC.)

ROADWAY CONDITION(S) (MARK 1 TO 2 ITEMS)

- A HOLES, DEEP RUT*
- B LOOSE MATERIAL ON ROADWAY*
- C OBSTRUCTION ON ROADWAY*
- D CONSTRUCTION - REPAIR ZONE
- E REDUCED ROADWAY WIDTH
- F FLOODED*
- G OTHER*:
- X H NO UNUSUAL CONDITIONS

TRAFFIC CONTROL DEVICES

- A CONTROLS FUNCTIONING
- B CONTROLS NOT FUNCTIONING*
- C CONTROLS OBSCURED
- X D NO CONTROLS PRESENT / FACTOR*

TYPE OF COLLISION

- A HEAD - ON
- B SIDE SWIPE
- X C REAR END
- D BROADSIDE
- E HIT OBJECT
- F OVERTURNED
- G VEHICLE / PEDESTRIAN
- H OTHER*:

MOTOR VEHICLE INVOLVED WITH

- A NON - COLLISION
- B PEDESTRIAN
- X C OTHER MOTOR VEHICLE
- D MOTOR VEHICLE ON OTHER ROADWAY
- E PARKED MOTOR VEHICLE
- F TRAIN
- G BICYCLE
- H ANIMAL:
- I FIXED OBJECT:
- J OTHER OBJECT:

PEDESTRIAN'S ACTIONS

	1	2	3
X A NO PEDESTRIANS INVOLVED		X	X
B CROSSING IN CROSSWALK AT INTERSECTION			
C CROSSING IN CROSSWALK - NOT AT INTERSECTION			
D CROSSING - NOT IN CROSSWALK			
E IN ROAD - INCLUDES SHOULDER			
F NOT IN ROAD	X		
G APPROACHING / LEAVING SCHOOL BUS			

TYPE OF VEHICLE

	1	2	3
A PASSENGER CAR / STATION WAGON		X	X
B PASSENGER CAR W / TRAILER	X		
C MOTORCYCLE / SCOOTER			
D PICKUP OR PANEL TRUCK			
E PICKUP / PANEL TRUCK W/ TRAILER			
F TRUCK OR TRUCK TRACTOR			
G TRUCK / TRUCK TRACTOR W/ TRLR.			
H SCHOOL BUS			
I OTHER BUS			
J EMERGENCY VEHICLE			
K HIGHWAY CONST. EQUIPMENT			
L BICYCLE			
M OTHER VEHICLE			
N PEDESTRIAN			
O MOPED			

OTHER ASSOCIATED FACTORS (MARK 1 TO 2 ITEMS)

	1	2	3
A VC SECTION VIOLATED: CITED: YES NO			
B VC SECTION VIOLATED: CITED: YES NO			
C VC SECTION VIOLATED: CITED: YES NO			
D	X	X	X
E VISION OBSCUREMENT*			
F INATTENTION*			
G STOP & GO TRAFFIC			
H ENTERING / LEAVING RAMP			
I PREVIOUS COLLISION			
J UNFAMILIAR WITH ROAD			
K DEFECTIVE VEH. EQUIP.: CITED: YES NO			
L UNINVOLVED VEHICLE			
M OTHER*:			
N NONE APPARENT	X	X	X
O RUNAWAY VEHICLE			

MOVEMENT PRECEDING COLLISION

- A STOPPED
- B PROCEEDING STRAIGHT
- C RAN OFF ROAD
- D MAKING RIGHT TURN
- E MAKING LEFT TURN
- F MAKING U TURN
- G BACKING
- H SLOWING / STOPPING
- I PASSING OTHER VEHICLE
- J CHANGING LANES
- K PARKING MANEUVER
- L ENTERING TRAFFIC
- M OTHER UNSAFE TURNING
- N XING INTO OPPOSING LANE
- O PARKED
- P MERGING
- Q TRAVELING WRONG WAY
- R OTHER*:

SOBRIETY - DRUG PHYSICAL (MARK 1 TO 2 ITEMS)

	1	2	3
A HAD NOT BEEN DRINKING	X	X	X
B HBD - UNDER INFLUENCE			
C HBD - NOT UNDER INFLUENCE*			
D HBD - IMPAIRMENT UNKNOWN*			
E UNDER DRUG INFLUENCE*			
F IMPAIRMENT - PHYSICAL*			
G IMPAIRMENT NOT KNOWN			
H NOT APPLICABLE			
I SLEEPY / FATIGUED			

SPECIAL INFORMATION

- A HAZARDOUS MATERIAL
- B CELL PHONE IN USE
- C CELL PHONE NOT IN USE
- D CELL PHONE NONE/UNKNOWN

SKETCH

INDICATE NORTH

SEE PAGE #4

MISCELLANEOUS

EA 12-005
PRODUCED BY SUZUKI MOTOR CORPORATION

STATE OF CALIFORNIA

INJURED / WITNESSES / PASSENGERS

CHP 555 CARS Page 3 (Rev 8/98) OPI 042

DATE OF COLLISION (MO DAY YEAR)	TIME(2400)	NCIC #	OFFICER I.D.	NUMBER
8/30/2004	0001	0550	017529	8-747

WITNESS ONLY	PASSENGER ONLY	AGE	SEX	EXTENT OF INJURY('X' ONE)				INJURED WAS ('X' ONE)					PARTY NUMBER	SEAT POS.	SAFETY EQUIP	EJECTED
				FATAL INJURY	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	DRIVER	PASS	PED	BICYCLIST	OTHER				
#		63	F	X					X				1	4	G	0

NAME / D.O.B / ADDRESS [redacted] YORBA LINDA CA [redacted] [redacted]

(INJURED ONLY) TRANSPORTED BY: CORONER

TAKEN TO: LA COUNTY CORONERS OFFICE

DESCRIBE INJURIES: PARTY SUSTAINED THERMAL INJURIES TO HER ENTIRE BODY AND WAS PRONOUNCED DEAD AT THE SCENE AT 0015 HOURS. SEE CORONER CASE #2004-06521

VICTIM OF VIOLENT CRIME NOTIFIED

#		27	F			X			X				1	3	G	0

NAME / D.O.B / ADDRESS [redacted] YORBA LINDA CA [redacted] TELEPHONE [redacted]

(INJURED ONLY) TRANSPORTED BY: AMR 96-011

TAKEN TO: USC MEDICAL CENTER

DESCRIBE INJURIES: ABRASIONS ACROSS THROAT

VICTIM OF VIOLENT CRIME NOTIFIED

#		35	F				X		X				2	3	G	0

NAME / D.O.B. / ADDRESS [redacted] PONTANA CA [redacted] TELEPHONE [redacted]

(INJURED ONLY) TRANSPORTED BY: AMR 03-728

TAKEN TO: BREA COMMUNITY HOSPITAL

DESCRIBE INJURIES: COMPLAINT OF PAIN TO RIGHT ARM AND SHOULDER

VICTIM OF VIOLENT CRIME NOTIFIED

#		72	M			X		X					1	1		0

NAME / D.O.B. / ADDRESS [redacted] ORBA LINDA CA [redacted] TELEPHONE [redacted]

(INJURED ONLY) TRANSPORTED BY: AMR 96-011

TAKEN TO: USC MEDICAL CENTER

DESCRIBE INJURIES: BURNS TO LEFT ARM AND TOP OF HEAD

VICTIM OF VIOLENT CRIME NOTIFIED

#																

NAME / D.O.B / ADDRESS TELEPHONE

(INJURED ONLY) TRANSPORTED BY: TAKEN TO:

DESCRIBE INJURIES

VICTIM OF VIOLENT CRIME NOTIFIED

#																

NAME / D.O.B. / ADDRESS TELEPHONE

(INJURED ONLY) TRANSPORTED BY: TAKEN TO:

DESCRIBE INJURIES

VICTIM OF VIOLENT CRIME NOTIFIED

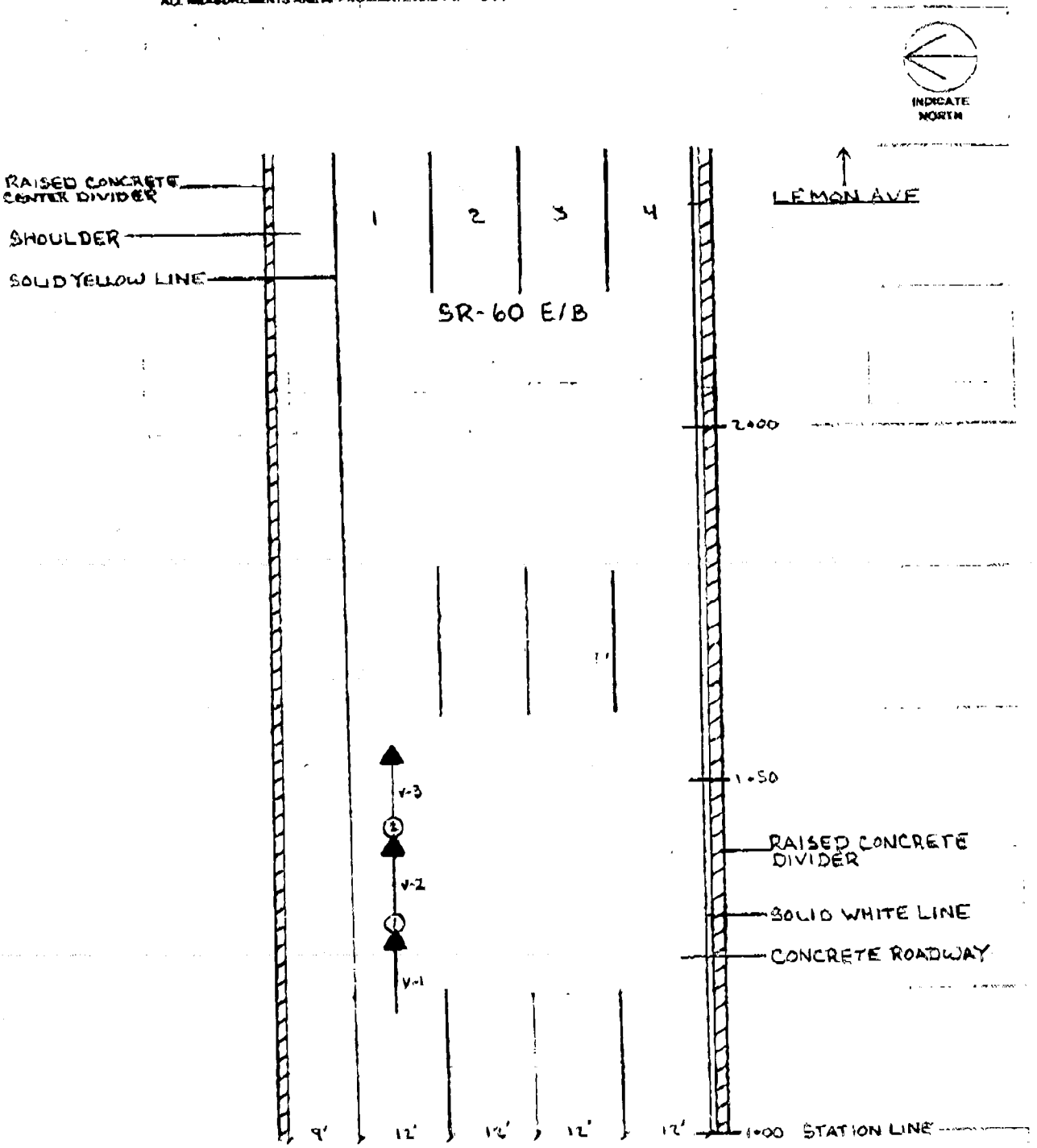
PREPARER'S NAME	I.D. NUMBER	MO. DAY YEAR	REVIEWER'S NAME	MO. DAY YEAR
A. NORRIS	017529	8/30/2004		

EA 12-005
PRODUCED BY SUZUKI MOTOR CORPORATION

STATE OF CALIFORNIA
SKETCH DIAGRAM
CHP 556 Page 4(Rev. 1-03) OPP:06

DATE OF COLLISION (MO DAY YEAR)	TIME (2400)	NCIC #	OFFICER I.D.	NUMBER
08-30-04	0001	9550	17529	

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE =)



PREPARED BY	I.D. NUMBER	MO. DAY YEAR	REVIEWER'S NAME	MO. DAY YEAR
A. NORRIS	17529	08-30-04		

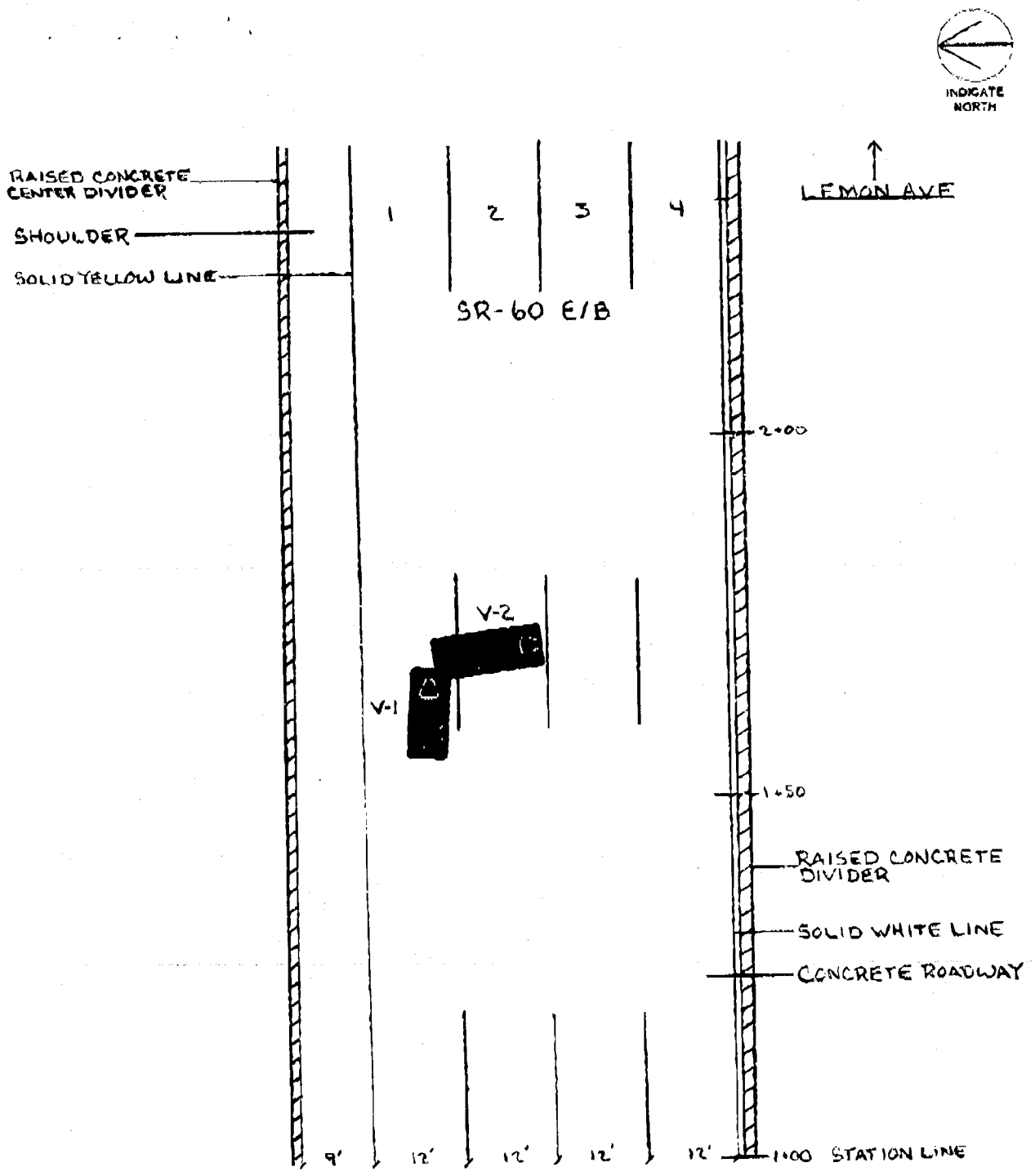
OSP 05 75

EA 12-005
PRODUCED BY SUZUKI MOTOR CORPORATION

FACTUAL DIAGRAM
CHP 555 Page 4(Rev. 1-03) OPI 061

DATE OF COLLISION (MO DAY YEAR)	TIME (2400)	NCIC #	OFFICER I.D	NUMBER
08-30-04	0001	9550	17544	

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE =)



* P-3 MOVED V-3 AWAY FROM V-2 PRIOR TO CHP ARRIVAL

PREPARED BY	I.D. NUMBER	MO DAY YEAR	REVIEWER'S NAME	MO DAY YEAR
G. GARCIA	17544	08-30-04		

OSP 00 7557C

EA 12-005
PRODUCED BY SUZUKI MOTOR CORPORATION

DATE OF INCIDENT/OCCURRENCE	Time (2400)	NCIC NUMBER	OFFICER I.D. NUMBER	NUMBER
08-30-04	0001	9560	17544	

STATION LINE:

A station line was established along the south roadway edge of eastbound SR-60. Station 0+00 was located 1172 ft west of the west roadway edge of Lemon Ave. The station numbers increase in value in a easterly direction. All measurements were taken at right angles off the station line

All measurements were taken with a roll meter.

VEHICLE POINTS OF REST:

Description	Distance left of station line	Location on station line.
R/F Tire of V-1	37.5 ft	1+65
R/R Tire of V-1	38 ft	1+67
L/F Tire of V-1	42.5 ft	1+66
L/R Tire of V-1	43 ft	1+58
R/F Tire of V-2	28 ft	1+68
R/R Tire of V-2	37 ft	1+67
L/F Tire of V-2	29 ft	1+73
L/R Tire of V-2	38 ft	1+72

PREPARER'S NAME AND I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
G. GARCIA 17544	08-30-04		

STATE OF CALIFORNIA
NARRATIVE/SUPPLEMENTAL

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
08-30-04	0001	9550	17529	

FACTS
NOTIFICATION:

At 0005 hours, I received a call from CHP dispatch of a traffic collision with the Fire Dept. and an ambulance responding. I responded from westbound SR-60 west of Brea Canyon Rd and arrived on scene at approximately 0008 hours.
All times, speeds, and measurements are approximate. Measurements were obtained by Roll Meter

SCENE:

At the scene of this collision, eastbound SR-60 west of Lemon Ave, is a four lane, straight, flat, level, concrete construction full freeway. Traffic lanes are delineated by painted white lines and raised botts dots. The traffic lanes of eastbound SR-60 west of Lemon Ave are bordered to the north by an asphalt shoulder followed by a concrete divider wall. To the south, a solid white line separates the traffic lanes from an asphalt shoulder and the concrete divider.

PARTIES/VEHICLES:

P-1 [redacted] was located standing on the left shoulder of eastbound SR-60 west of Lemon Ave. He identified himself as the driver of **V-1** and presented a valid class c California Driver's License, identifying himself as [redacted] of Yorba Linda, CA.

V-1 (Honda) was found at the scene, on all four wheels, facing east in the position depicted on the physical evidence diagram. V-1 sustained major thermal damage to the entire vehicle. V-1 also sustained moderate damage to the front end, including but not limited to, the hood, front bumper, headlight assembly, grille, and front fenders.
No prior defects were observed or noted.

P-2 [redacted] was located standing on the left shoulder of eastbound SR-60 west of Lemon Ave. He identified himself as the driver of **V-2** and presented a valid class c California Driver's License, identifying himself as [redacted] of Fontana, CA.

V-2 (Suzuki) was found at the scene, on all four wheels, facing south in the position depicted on the physical evidence diagram. V-2 sustained major thermal damage to the entire vehicle. V-2 also sustained moderate damage to its rear end, including but not limited to, the rear quarter panels, taillights, and rear bumper. There was also damage to the front of V-2 due to a previous traffic collision.
No prior defects were observed or noted.

PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
A. NORRIS	#17529	08-30-03		

STATE OF CALIFORNIA
NARRATIVE/SUPPLEMENTAL

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
08-30-04	0001	9550	17529	

P-3 ([redacted]) was located standing on the left shoulder of e/b SR-60 w/o Lemon Ave. He identified himself as the driver of V-3 and presented a valid class c California Driver's License, identifying himself as [redacted] of Carlsbad, CA.

V-3 (Audi) was found at the scene, in the #1 lane of e/b SR-60 w/o Lemon Ave, facing east. V-3 sustained moderate damage to its rear end, including but not limited to, its rear bumper, trunk, and rear quarter panels.
No prior defects were observed or noted.

PHYSICAL EVIDENCE:

Damage to **V-1 (Honda), V-2 (Suzuki), and V-3 (Audi)** as a result of the traffic collision.
Refer to pages #5 and #6 for a detailed description of physical evidence.

Photographs were taken at the scene of the collision by Sergeant Reyes, #10296, and were stored in the California Highway Patrol/Santa Fe Springs photograph locker.

OTHER FACTUAL INFORMATION:

The following is a list of California Highway Patrol/Santa Fe Springs personnel who assisted at the scene:

Sgt. Reyes, #10296	Supervisor/Photographs
Officer A. Norris, #17529	Investigating officer/ Photographs
Officer G. Garcia, #17544	Factual diagram
Officer P. Rogers, #16174	Photographs
Officer P. Antillon, #17179	CHP 180 (vehicle inventory)
Officer N. Robinson #14373	Assisted/Traffic Control
Officer L. Pitter, #16166	Assisted/Traffic Control
Officer A. Branch, #16944	Assisted/Traffic Control
Officer J. Griffin #16935	Assisted/Traffic Control

California Highway Patrol Officer Norris, #17529, pronounced Sarah Khalili deceased at the scene at 0015 hours.

PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
A. NORRIS	#17529	08-30-03		

STATE OF CALIFORNIA
NARRATIVE/SUPPLEMENTAL PAGE 9 OF 11

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
08-30-04	0001	9550	17529	

OTHER FACTUAL INFORMATION (CONTINUED):

The following is a list of Los Angeles County Fire and Paramedic Personnel (Station 118 & 119) who responded to the scene:

Moore	Captain
Felipe	Firefighter
Montoya	Firefighter
Harmon	Firefighter
Seyarto	Firefighter
Robertson	Firefighter
Valdilleza	Bat. Chief
Walsh	Firefighter
Douty	Firefighter
Combe	Firefighter

The following is a list of Los Angeles County Coroner personnel who responded to the scene:

Coroner Case #2004-06521

Ratcliff (32 Robert)-Coroner Investigator

V-2 (Suzuki) and V-3 (Audi) were involved in a prior traffic collision. (T/C #8-810)

At the scene, I did not observe any signs or symptoms of intoxication from P-1, P-2, or P-3. At that time it was determined that all parties were not under the influence of drugs or an alcoholic beverage at the time of the collision.

24 HOUR PROFILE:

I spoke to P-1's [redacted] attorney, Ali R Moghaddami, on 02-18-05 at approximately 0100 hours concerning a 24 hour profile on his client. A letter was received on 02-22-05 with this information. (See pages S-1 and S-2)

STATEMENTS:

P-1 [redacted] related he was driving in **V-1 (Honda)**, eastbound on SR-60, in the #1 lane, at an unknown speed, to the rear of **V-2 (Suzuki)**. P-1 stated, "I was going along in the #1 lane when I saw something on the road. I pushed the brakes. I don't know what it was I saw or what I hit. Then, the car caught on fire. I got out and tried to reach in the back to get my wife out, but I couldn't." I contacted P-1's attorney, Ali Moghaddami on 02-18-05 at 0100 hrs to see if his client could provide

PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
A. NORRIS	#17529	08-30-03		

STATE OF CALIFORNIA
NARRATIVE/SUPPLEMENTAL

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
08-30-04	0001	9550	17529	

some additional information surrounding this traffic collision. He explained that he would try. I contacted Moghaddami later that afternoon to see what information he could provide. Moghaddami related that his client (P-1) has no recollection of what happened prior to the accident, doesn't remember how far ahead V-2 was in front of him, and didn't remember seeing any lights coming from the rear of V-2.

P-2 [redacted] related he was stopped in **V-2 (Suzuki)** due to heavy traffic, eastbound on SR-60, in the #1 lane, to the rear of **V-3 (Audi)**. **P-2** stated, "I was traveling with the flow of traffic. I don't remember how fast. Suddenly all traffic lanes came to a stop. I looked ahead and saw a construction crew putting cones out and I turned to my wife and told her we were going to be here for a while. After about 3 to 4 seconds, and I got hit from behind. I got out of my vehicle and realized that something was on fire so I went to the passenger side to get my wife out. I then saw the driver of the Honda get out of his car and start screaming that his wife was still in the car. I did not talk to anybody, I was just busy trying to get away from the cars because of the fire."

P-3 [redacted] related he was stopped in **V-3 (Audi)** due to heavy traffic, eastbound on SR-60, in the #1 lane, west of Lemon Ave. **P-3** stated, "I was stopped because traffic was stopped. All of a sudden, I got banged from behind (Previous collision #8-810). I was looking forward just before I got hit, but when I felt the impact, I looked back and saw the mini van or SUV that hit me (V-2). The hit pushed me into the Mitsubishi in front of me. Then I heard a big bang and felt a second hit or push. Maybe about 2 seconds later. Then the car that hit me started on fire. I pulled my car ahead and parked." I re-contacted P-3 on 02-22-05 at approximately 1630 hrs via telephone for additional information about this collision. P-3 related that he was traveling at about 65-70 mph when traffic suddenly came to a stop. He did not know why traffic stopped and did not remember if all lanes were stopped. When asked if he impacted the Mitsubishi that was in front of him a second time, he related that he did not because the vehicle was pushed away from him on the first impact.

Passenger [redacted] was in V-1 at the time of this traffic collision. [redacted] related in essence that they were on their way home from a church function and was asleep in the front passenger seat prior to the collision. The collision woke her and at this time she noticed that V-1 was on fire. She exited the vehicle and tried to remove [redacted] from the back seat, but could not because of the intense heat.

OPNIONS AND CONCLUSIONS:
SUMMARY:

P-3 was stopped in V-3 due to heavy traffic, eastbound on SR-60, in the #1 lane, west of Lemon Ave. P-2 had been eastbound on SR-60, in the #1 lane, west of Lemon Ave, when he was involved in a previous traffic collision (TC#8-810) with V-3 and stopped in that same lane. P-1 was driving in V-1, eastbound on SR-60, in the #1 lane, at an undetermined speed, to the rear of V-2. P-1 saw something in the roadway and applied V-1's brakes, however due to P-1's unsafe speed, P-1 failed to stop in time and the front of V-1 struck the rear of V-2. The force of this impact pushed V-2 forward into the rear of V-3. V-1 and V-3 came to rest in the #1 lane facing east. V-2 came to rest straddling

PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
A. NORRIS	#17529	08-30-03		

STATE OF CALIFORNIA
NARRATIVE/SUPPLEMENTAL PAGE 11 OF 11

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
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the #1 and #2 lanes, facing in a southerly direction. Because of the impact, both V-1 and V-2 caught fire and became fully engulfed in flames. P-3 drove his vehicle forward in order to get away from the flames. Both, P-1 and passenger [redacted] exited the vehicle and tried to remove [redacted] from the back seat. Because of the intense heat, they were unable to extricate [redacted] before she expired from her thermal injuries.

The summary was based on statements and vehicle damage.

AREAS OF IMPACT (AOI'S):

AOI #1 (V-1 Vs V-2) was located 6 ft south of the north roadway edge of eastbound SR-60 and 1015 ft west of the west roadway edge of Lemon Ave.
AOI #2 (V-2 Vs V-3) was located 6 ft south of the north roadway edge of eastbound SR-60 and 1000 ft west of the west roadway edge of Lemon Ave.

The AOI was based on statements, vehicle damage, and the point of rest of vehicles.

CAUSE:

P-1 [redacted] caused this collision by driving **V-1 (Honda)** in violation of section **22350** v.c. This section states (**No person shall drive a vehicle upon a highway at a speed than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property**.)

The Cause was determined by statements and vehicle damage.

RECOMMENDATIONS:

I recommend a copy of this report be forwarded to the Los Angeles County District Attorney's Office for review and prosecution of **P-1** [redacted] for **192(c)(2) P.C (Vehicular Manslaughter without gross negligence)** due to the fact that this traffic collision caused [redacted] to expire without gross negligence from **P-1**.

PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
A. NORRIS	#17529	08-30-03		

Moghaddami & Sadigh
Attorneys at Law
333 East Glenoaks Boulevard, Suite 202
Glendale, CA 91207-2099
Telephone: (818) 500-4111
Facsimile: (818) 500-4144

James K. Sadigh
Ali R. Moghaddami

Of Counsel
Jean M. Krause
Darlene J. Cheadle
B. Barry Sabahat

February 18, 2005

Officer A. Norris
California Highway Patrol
10051 Orr and Day Road
Santa Fe Springs, CA 90670

Re: **Accident of [redacted] on 60 Freeway Eastbound at Diamond Bar**
Your Traffic Accident Report No.: 8747
Date of Accident: August 30, 2004

Dear Officer Norris:

It was a pleasure speaking with you earlier this morning.

As per our conversation, I spoke with my client, Mr. [redacted] this morning. Herein below, please find a summary of the events for Sunday, August 30, 2004, as was conveyed to me by Mr. [redacted]

On Saturday August 29, 2004, he had an engagement party for his daughter at his house. On Sunday August 30th, he stayed home all day until approximately 6:30 or 7:00 when his wife, daughter and he went to a reception following a baptism at a reception hall in North Hollywood. They stayed at that location until around 11:00-11:30 when they headed home in Yorba Linda. He was driving the Honda Accord with his daughter [redacted] sitting in the right front seat and his wife in the back seat. They were wearing their seat belts. They were traveling eastbound on the 60 freeway. He does not remember any facts about the accident. He does remember that after the accident their car was on fire. He was trying to get into the back seat of the car to help his wife out of the car. He was yelling for "help", and someone told him that he would die too and made him get away from the car. Because of the intense heat and smoke, he was not able to get his wife out of the car. His hands, face, and head suffered second and third degree burns. He was taken to County-USC Burn Center. He did not have any alcoholic drinks or any kind of medications on Sunday August 30, 2004.

If I or my client may be of any further assistance, please do not hesitate to contact me at the numbers I have provided you with at your convenience.

Sincerely yours,

Ali R. Moghaddami
Attorney at Law

CC: Mr. [redacted]

STATE OF CALIFORNIA

TRAFFIC COLLISION REPORT

CHP 555 Page 1 (Rev.7-03) OPI 061

SPECIAL CONDITIONS | NUMBER INJURED: 2 | HIT & RUN FELONY: ☐ | CITY: UNINCORPORATED W. COVINA | JUDICIAL DISTRICT | LOCAL REPORT NUMBER: 8-810

NUMBER KILLED: 0 | HIT & RUN MISDEMEANOR: ☐ | COUNTY: LOS ANGELES | REPORTING DISTRICT | BEAT: 603

LOCATION

COLLISION OCCURRED ON: SR-60 E/B | MO. DAY YEAR: 08-30-04 | TIME (2400): 0000 | NCIC #: 9550 | OFFICER ID: 17529

MILEPOST INFORMATION: 1000 FEET/MILES W OF 60 LA 22.32 | DAY OF WEEK: S (M) T W T F S | TOW AWAY: ☒ YES ☐ NO | PHOTOGRAPHS BY: ☒ NONE

☐ AT INTERSECTION WITH ☒ OR 1000 FEET/MILES W OF LEMON AVE | STATE HWY REL: ☒ YES ☐ NO

PARTY 1

DRIVER ☒ | PEDESTRIAN ☐ | PARKED VEHICLE ☐ | BICYCLIST ☐ | OTHER ☐

DRIVER'S LICENSE NUMBER: [redacted] | STATE: CA | CLASS: C | AIR BAG: N | SAFETY EQUIP: G

NAME (FIRST, MIDDLE, LAST): [redacted]

CITY/STATE/ZIP: FONTANA CA [redacted]

SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE	RACE
M	BLK	BRN	5-09	180	[redacted]	H

HOME PHONE: [redacted] | BUSINESS PHONE: NONE

INSURANCE CARRIER: INFINITI | POLICY NUMBER: [redacted]

DIR OF TRAVEL: E | ON STREET OR HIGHWAY: SR-60 | SPEED LIMIT: 65

VEH YEAR: 2001 | MAKE/MODEL/COLOR: SUZ / XL-7 / GRN | LICENSE NUMBER: [redacted] | STATE: CA

OWNER'S NAME: ☒ SAME AS DRIVER

OWNER'S ADDRESS: ☒ SAME AS DRIVER

DISPOSITION OF VEHICLE ON ORDERS OF: ☒ OFFICER ☐ DRIVER ☐ OTHER

HADDICK'S TOW 626-330-3289

PRIOR MECHANICAL DEFECTS: ☒ NONE APPARENT ☐ REFER TO NARRATIVE

VEHICLE IDENTIFICATION NUMBER:

VEHICLE TYPE: 07 | DESCRIBE VEHICLE DAMAGE: ☐ UNK ☐ NONE ☐ MINOR ☒ MOD ☐ MAJOR ☐ ROLL-OVER | SHADE IN DAMAGED AREA

CA ____ DOT ____ CALT ____ TOP/PSC ____ MCMX ____

PARTY 2

DRIVER ☒ | PEDESTRIAN ☐ | PARKED VEHICLE ☐ | BICYCLIST ☐ | OTHER ☐

DRIVER'S LICENSE NUMBER: [redacted] | STATE: CA | CLASS: C | AIR BAG: M | SAFETY EQUIP: G

STREET ADDRESS: [redacted]

CITY/STATE/ZIP: CARLSBAD CA [redacted]

SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE	RACE
M	BLK	BRN	5-06	130	[redacted]	A

HOME PHONE: [redacted] | BUSINESS PHONE: [redacted]

INSURANCE CARRIER: PROGRESSIVE | POLICY NUMBER: [redacted]

DIR OF TRAVEL: E | ON STREET OR HIGHWAY: SR-60 | SPEED LIMIT: 65

VEH YEAR: 2004 | MAKE/MODEL/COLOR: AUDI / A4 / GRAY | LICENSE NUMBER: [redacted] | STATE: CA

OWNER'S NAME: ☒ SAME AS DRIVER

OWNER'S ADDRESS: ☒ SAME AS DRIVER

DISPOSITION OF VEHICLE ON ORDERS OF: ☒ OFFICER ☐ DRIVER ☐ OTHER

DIAMOND BAR 909-598-3815

PRIOR MECHANICAL DEFECTS: ☒ NONE APPARENT ☐ REFER TO NARRATIVE

VEHICLE IDENTIFICATION NUMBER:

VEHICLE TYPE: 01 | DESCRIBE VEHICLE DAMAGE: ☐ UNK ☐ NONE ☐ MINOR ☒ MOD ☐ MAJOR ☐ ROLL-OVER | SHADE IN DAMAGED AREA

CA ____ DOT ____ CALT ____ TOP/PSC ____ MCMX ____

PARTY 3

DRIVER ☒ | PEDESTRIAN ☐ | PARKED VEHICLE ☐ | BICYCLIST ☐ | OTHER ☐

DRIVER'S LICENSE NUMBER: [redacted] | STATE: CA | CLASS: C | AIR BAG: M | SAFETY EQUIP: G

NAME (FIRST, MIDDLE, LAST): [redacted]

CITY/STATE/ZIP: DIAMOND BAR CA [redacted]

SEX	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE	RACE
F	BRN	BRN	5-07	145	[redacted]	O

OTHER: [redacted] | BUSINESS PHONE: NONE

INSURANCE CARRIER: COAST NAT | POLICY NUMBER: [redacted]

DIR OF TRAVEL: E | ON STREET OR HIGHWAY: SR-60 | SPEED LIMIT: 65

VEH YEAR: 2000 | MAKE/MODEL/COLOR: MITS / MIRAGE / SIL | LICENSE NUMBER: [redacted] | STATE: CA

OWNER'S NAME: [redacted] ☐ SAME AS DRIVER

OWNER'S ADDRESS: ☒ SAME AS DRIVER

DISPOSITION OF VEHICLE ON ORDERS OF: ☐ OFFICER ☒ DRIVER ☐ OTHER

DRIVEN AWAY

PRIOR MECHANICAL DEFECTS: ☒ NONE APPARENT ☐ REFER TO NARRATIVE

VEHICLE IDENTIFICATION NUMBER:

VEHICLE TYPE: 01 | DESCRIBE VEHICLE DAMAGE: ☐ UNK ☐ NONE ☒ MINOR ☐ MOD ☐ MAJOR ☐ ROLL-OVER | SHADE IN DAMAGED AREA

CA ____ DOT ____ CALT ____ TOP/PSC ____ MCMX ____

DATA PROC 2
CO ROADS
CORONERS
DIST. ATTY.
OTHER

PREPARER'S NAME: A. NORRIS #17529 | DISPATCH NOTIFIED: ☒ YES ☐ NO ☐ N/A

REVIEWER'S NAME: F.K. UYEMURA 1437 | DATE REVIEWED: 9-30-04

c555 703.frp

STATE OF CALIFORNIA

TRAFFIC COLLISION CODING

CHP 555 Page 2 (Rev. 7-03) OPI 061

DATE OF COLLISION (MO. DAY YEAR)	TIME (2400)	NCIC #	OFFICER I.D.	NUMBER
08-30-04	0000	9550	17529	

PROPERTY DAMAGE

OWNER'S NAME	OWNER'S ADDRESS	NOTIFIED
N/A	N/A	☐ YES ☐ NO

DESCRIPTION OF DAMAGE: N/A

SEATING POSITION

1 2 3
4 5 6
7

1 - DRIVER
2 TO 6 - PASSENGERS
7 - STATION WAGON REAR
8 - REAR OCC. VAN OR VAN
9 - POSITION UNKNOWN
0 - OTHER

SAFETY EQUIPMENT

OCCUPANTS
A - NONE IN VEHICLE
B - UNKNOWN
C - LAP BELT USED
D - LAP BELT NOT USED
E - SHOULDER HARNESS USED
F - SHOULDER HARNESS NOT USED
G - LAP/SHOULDER HARNESS USED
H - LAP/SHOULDER HARNESS NOT USED
J - PASSIVE RESTRAINT USED
K - PASSIVE RESTRAINT NOT USED
L - AIR BAG DEPLOYED
M - AIR BAG NOT DEPLOYED
N - OTHER
P - NOT REQUIRED

CHILD RESTRAINT
Q - IN VEHICLE USED
R - IN VEHICLE NOT USED
S - IN VEHICLE USE UNKNOWN
T - IN VEHICLE IMPROPER USE
U - NONE IN VEHICLE

M/C BICYCLE HELMET

DRIVER	PASSENGER
V - NO	X - NO
W - YES	Y - YES

EJECTED FROM VEHICLE
0 - NOT EJECTED
1 - FULLY EJECTED
2 - PARTIALLY EJECTED
3 - UNKNOWN

INATTENTION CODES

A - CELLPHONE HANDHELD
B - CELLPHONE HANDSFREE
C - ELECTRONIC EQUIPMENT
D - RADIO / CD
E - SMOKING
F - EATING
G - CHILDREN
H - ANIMALS
I - PERSONAL HYGIENE
J - READING
K - OTHER

(ITEMS MARKED BELOW FOLLOWED BY AN ASTERISK (*) SHOULD BE EXPLAINED IN THE NARRATIVE.)

PRIMARY COLLISION FACTOR LIST NUMBER (#) OF PARTY AT FAULT

1 — A. VC SECTION VIOLATED: 22350 V.C — CITED: ☒ YES ☐ NO
B. OTHER IMPROPER DRIVING*
C. OTHER THAN DRIVER*
D. UNKNOWN*

WEATHER (MARK 1 TO 2 ITEMS)
X A. CLEAR
B. CLOUDY
C. RAINING
D. SNOWING
E. FOG / VISIBILITY FT.
F. OTHER*:
G. WIND

LIGHTING
A. DAYLIGHT
B. DUSK - DAWN
X C. DARK - STREET LIGHTS
D. DARK - NO STREET LIGHTS
E. DARK - STREET LIGHTS NOT FUNCTIONING*

ROADWAY SURFACE
X A. DRY
B. WET
C. SNOWY - ICY
D. SLIPPERY (MUDDY, OILY, ETC.)

ROADWAY CONDITIONS(S) (MARK 1 TO 2 ITEMS)
A. HOLES, DEEP RUT*
B. LOOSE MATERIAL ON ROADWAY*
C. OBSTRUCTION ON ROADWAY*
D. CONSTRUCTION - REPAIR ZONE
E. REDUCED ROADWAY WIDTH
F. FLOODED*
G. OTHER*:
X H. NO UNUSUAL CONDITIONS

TRAFFIC CONTROL DEVICES	1	2	3
A. CONTROLS FUNCTIONING			
B. CONTROLS NOT FUNCTIONING*			
C. CONTROLS OBSCURED			
X D. NO CONTROLS PRESENT / FACTOR*	X	X	X

TYPE OF COLLISION
A. HEAD - ON
B. SIDE SWIPE
X C. REAR END
D. BROADSIDE
E. HIT OBJECT
F. OVERTURNED
G. VEHICLE / PEDESTRIAN
H. OTHER*:

MOTOR VEHICLE INVOLVED WITH
A. NON - COLLISION
B. PEDESTRIAN
X C. OTHER MOTOR VEHICLE
D. MOTOR VEHICLE ON OTHER ROADWAY
E. PARKED MOTOR VEHICLE
F. TRAIN
G. BICYCLE
H. ANIMAL*:
I. FIXED OBJECT:
J. OTHER OBJECT:

PEDESTRIAN'S ACTIONS
X A. NO PEDESTRIAN'S INVOLVED
B. CROSSING IN CROSSWALK - AT INTERSECTION
C. CROSSING IN CROSSWALK - NOT AT INTERSECTION
D. CROSSING - NOT IN CROSSWALK
E. IN ROAD - INCLUDES SHOULDER
F. NOT IN ROAD
G. APPROACHING / LEAVING SCHOOL BUS

SPECIAL INFORMATION	1	2	3
A. HAZARDOUS MATERIAL		X	X
B. CELL PHONE HANDHELD IN USE	X		
C. CELL PHONE HANDSFREE IN USE			
D. CELL PHONE NOT IN USE			
E. SCHOOL BUS RELATED			
F. 75 FT. MOTORTRUCK COMBO			
G. 32 FT. TRAILER COMBO			
H.			
I.			
J.			
K.			
L.			
M.			
N.			
O.			

OTHER ASSOCIATED FACTOR(S) (MARK 1 TO 2 ITEMS)

	1	2	3
A. VC SECTION VIOLATION CITED ☐ YES ☐ NO			
B. VC SECTION VIOLATION CITED ☐ YES ☐ NO			
C. VC SECTION VIOLATION CITED ☐ YES ☐ NO			
D. [illegible]	X	X	X
E. VISION OBSCUREMENT			
F. INATTENTION*			
G. STOP & GO TRAFFIC			
H. ENTERING / LEAVING RAMP			
I. PREVIOUS COLLISION			
J. UNFAMILIAR WITH ROAD			
K. DEFECTIVE VEH. EQUIP. CITED ☐ YES ☐ NO			
L. UNINVOLVED VEHICLE			
M. OTHER*			
N. NONE APPARENT	X	X	X
O. RUNAWAY VEHICLE			

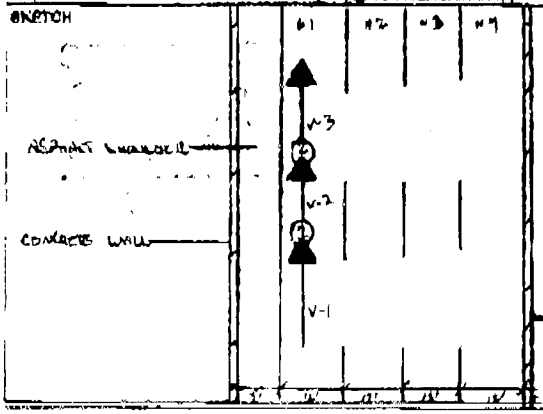
MOVEMENT PRECEDING COLLISION

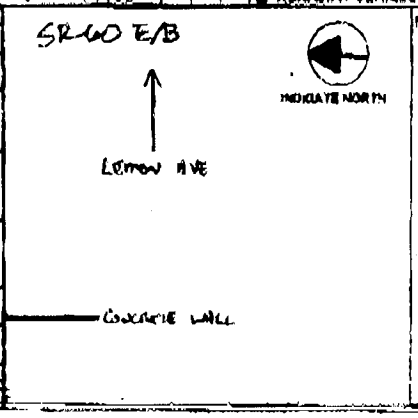
	1	2	3
A. STOPPED	X	X	X
B. PROCEEDING STRAIGHT			
C. RAN OFF ROAD			
D. MAKING RIGHT TURN			
E. MAKING LEFT TURN			
F. MAKING U TURN			
G. BACKING			
H. SLOWING / STOPPING			
I. PASSING OTHER VEHICLE			
J. CHANGING LANES			
K. PARKING MANEUVER			
L. ENTERING TRAFFIC			
M. OTHER UNSAFE TURNING			
N. XING INTO OPPOSING LANE			
O. PARKED			
P. MERGING			
Q. TRAVELING WRONG WAY			
R. OTHER*:			

SOBRIETY - DRUG PHYSICAL (MARK 1 TO 2 ITEMS)

	1	2	3
A. HAD NOT BEEN DRINKING	X	X	X
B. HBD - UNDER INFLUENCE			
C. HBD - NOT UNDER INFLUENCE*			
D. HBD - IMPAIRMENT UNKNOWN*			
E. UNDER DRUG INFLUENCE*			
F. IMPAIRMENT - PHYSICAL*			
G. IMPAIRMENT NOT KNOWN			
H. NOT APPLICABLE			
I. SLEEPY / FATIGUED*			

SKETCH





MISCELLANEOUS

INJURED / WITNESS / PASSENGERS

CHP 555 Page 3 (Rev. 1-03) OPI 061

DATE OF COLLISION (MO. DAY YEAR)	TIME (2400)	NCIC #	OFFICER I.D.	NUMBER
08-30-04	0000	9550	# 17529	

WITNESS ONLY	PASSENGER ONLY	AGE	SEX	FATAL INJURY	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	DRIVER	PASS.	PED.	BICYCLIST	OTHER	PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP.	EJECTED
☐ #	☐	35	F	☐	☐	☐	☒	☐	☒	☐	☐	☐	1	3	M	G	O

NAME / D.O.B. / ADDRESS: [redacted] SAME AS P-1 TELEPHONE:

(INJURED ONLY) TRANSPORTED BY: AMR-03-728 TAKEN TO: BREA COMM HOSPITAL

DESCRIBE INJURIES: COMPLAINT OF PAIN TO RT ARM AND SHOULDER

☐ VICTIM OF VIOLENT CRIME NOTIFIED

WITNESS ONLY	PASSENGER ONLY	AGE	SEX	FATAL INJURY	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	DRIVER	PASS.	PED.	BICYCLIST	OTHER	PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP.	EJECTED
☐ #	☐			☐	☐	☐	☒	☒	☐	☐	☐	☐	2	1	M	G	O

NAME / D.O.B. / ADDRESS: [redacted] SAME AS P-2 TELEPHONE:

(INJURED ONLY) TRANSPORTED BY: AMR-03-728 TAKEN TO: BREA COMM HOSPITAL

DESCRIBE INJURIES: COMPLAINT OF PAIN TO NECK, LOWER BACK, AND RT KNEE

☐ VICTIM OF VIOLENT CRIME NOTIFIED

WITNESS ONLY	PASSENGER ONLY	AGE	SEX	FATAL INJURY	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	DRIVER	PASS.	PED.	BICYCLIST	OTHER	PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP.	EJECTED
☐ #	☐			☐	☐	☐	☐	☐	☐	☐	☐	☐					

NAME / D.O.B. / ADDRESS: TELEPHONE:

(INJURED ONLY) TRANSPORTED BY: TAKEN TO:

DESCRIBE INJURIES:

☐ VICTIM OF VIOLENT CRIME NOTIFIED

WITNESS ONLY	PASSENGER ONLY	AGE	SEX	FATAL INJURY	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	DRIVER	PASS.	PED.	BICYCLIST	OTHER	PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP.	EJECTED
☐ #	☐			☐	☐	☐	☐	☐	☐	☐	☐	☐					

NAME / D.O.B. / ADDRESS: TELEPHONE:

(INJURED ONLY) TRANSPORTED BY: TAKEN TO:

DESCRIBE INJURIES:

☐ VICTIM OF VIOLENT CRIME NOTIFIED

WITNESS ONLY	PASSENGER ONLY	AGE	SEX	FATAL INJURY	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	DRIVER	PASS.	PED.	BICYCLIST	OTHER	PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP.	EJECTED
☐ #	☐			☐	☐	☐	☐	☐	☐	☐	☐	☐					

NAME / D.O.B. / ADDRESS: TELEPHONE:

(INJURED ONLY) TRANSPORTED BY: TAKEN TO:

DESCRIBE INJURIES:

☐ VICTIM OF VIOLENT CRIME NOTIFIED

WITNESS ONLY	PASSENGER ONLY	AGE	SEX	FATAL INJURY	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	DRIVER	PASS.	PED.	BICYCLIST	OTHER	PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP.	EJECTED
☐ #	☐			☐	☐	☐	☐	☐	☐	☐	☐	☐					

NAME / D.O.B. / ADDRESS: TELEPHONE:

(INJURED ONLY) TRANSPORTED BY: TAKEN TO:

DESCRIBE INJURIES:

☐ VICTIM OF VIOLENT CRIME NOTIFIED

PREPARER'S NAME	I.D. NUMBER	MO. DAY YEAR	REVIEWER'S NAME	MO. DAY YEAR
A. WORRIS	17529	08-30-04		

STATE OF CALIFORNIA
NARRATIVE/SUPPLEMENTAL

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
08-30-04	0000	9550	17529	

FACTS

NOTIFICATION:

AT 0005 hours, I received a call from CHP dispatch of a traffic collision with an ambulance responding. I responded from w/b SR-60 w/o Brea Canyon Rd and arrived on scene at approximately 0008 hours.
All times, speeds, and measurements are approximate. Measurements were obtained by Roll Meter.

SCENE:

At the scene of this collision, e/b SR-60 w/o Lemon Ave, is a four lane, straight, flat, level, concrete in construction full freeway. Traffic lanes are delineated by painted white lines and raised botts dots. The traffic lanes of e/b SR-60 w/o Lemon Ave are bordered to the north by an asphalt shoulder followed by a concrete divider wall. To the south, a solid white line separates the traffic lanes from an asphalt shoulder.

PARTIES/VEHICLES:

P-1 [redacted] was located standing on the left shoulder of e/b SR-60 w/o Lemon Ave. He was identified by his valid, class C, California Drivers License. He was determined to be the driver by his own admission and statements.

V-1 (Suzuki) was found at the scene, in the #1 lane of e/b SR-60 w/o Lemon Ave, facing east. V-1 sustained moderate damage to its front end, including but not limited to, its front bumper, headlights, fenders, and hood.
No prior defects were observed or noted.

P-2 [redacted] was located standing on the left shoulder of e/b SR-60 w/o Lemon Ave. He was identified by his valid, class C, California Drivers License. He was determined to be the driver by his own admission and statements.

V-2 (Audi) was found at the scene, in the #1 lane of e/b SR-60 w/o Lemon Ave, facing east. V-2 sustained moderate damage to its front and rear end, including but not limited to, its rear bumper, trunk, and rear quarter panels, front bumper, grille, and headlights.
No prior defects were observed or noted.

PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
A. NORRIS	#17529	08-30-03		

P-3 [redacted] was located standing on the left shoulder of e/b SR-60 w/o Lemon Ave. She was identified by her valid, class C, California Drivers License. She was determined to be the driver by her own admission and statements.

V-3 (Mitsubishi) was found at the scene, in the #1 lane of e/b SR-60 w/o Lemon Ave, facing east. V-3 sustained minor damage to its rear end, including but not limited to, its rear bumper and quarter panels.
No prior defects were observed or noted.

PHYSICAL EVIDENCE:

Damage to **V-1 (Suzuki), V-2 (Audi)**, and **V-3 (Mitsubishi)** as a result of the traffic collision.

STATEMENTS:

P-1 [redacted] related he was stopped for traffic in **V-1 (Suzuki)**, e/b on SR-60, in the #1 lane, to the rear of V-2 (Audi). P-1 stated, "I was stopped because traffic was stopped. All of a sudden, I got hit from behind." When asked about the damage to the front of his vehicle, P-1 related in essence that it was caused by a Honda Accord that pushed him forward into V-2.

P-2 [redacted] related he was stopped for traffic in **V-2 (Audi)**, e/b on SR-60, in the #1 lane, to the rear of V-3 (Mitsubishi). P-2 stated, "I was stopped because traffic was stopped. All of a sudden, I got banged from behind. I was looking forward just before I got hit, but when I felt the impact, I looked back and saw the mini van or SUV that hit me. The hit pushed me into the Mitsubishi in front of me. Then I heard a big bang and felt a second hit or push. Maybe about 2 seconds later. Then the car that hit me started on fire. I pulled my car ahead and parked."

P-3 [redacted] related she was stopped for traffic in **V-3 (Mitsubishi)**, e/b on SR-60, in the #1 lane, w/o Lemon Ave. P-3 stated, "Traffic was slow in front of me then came to a stop. I had just came to a stop when I got hit from behind."

OTHER FACTUAL INFORMATION:

Shortly after this collision, there was a second collision (TC report #8-747) involving a Honda and V-1 (Suzuki).

FACTUAL DIAGRAM

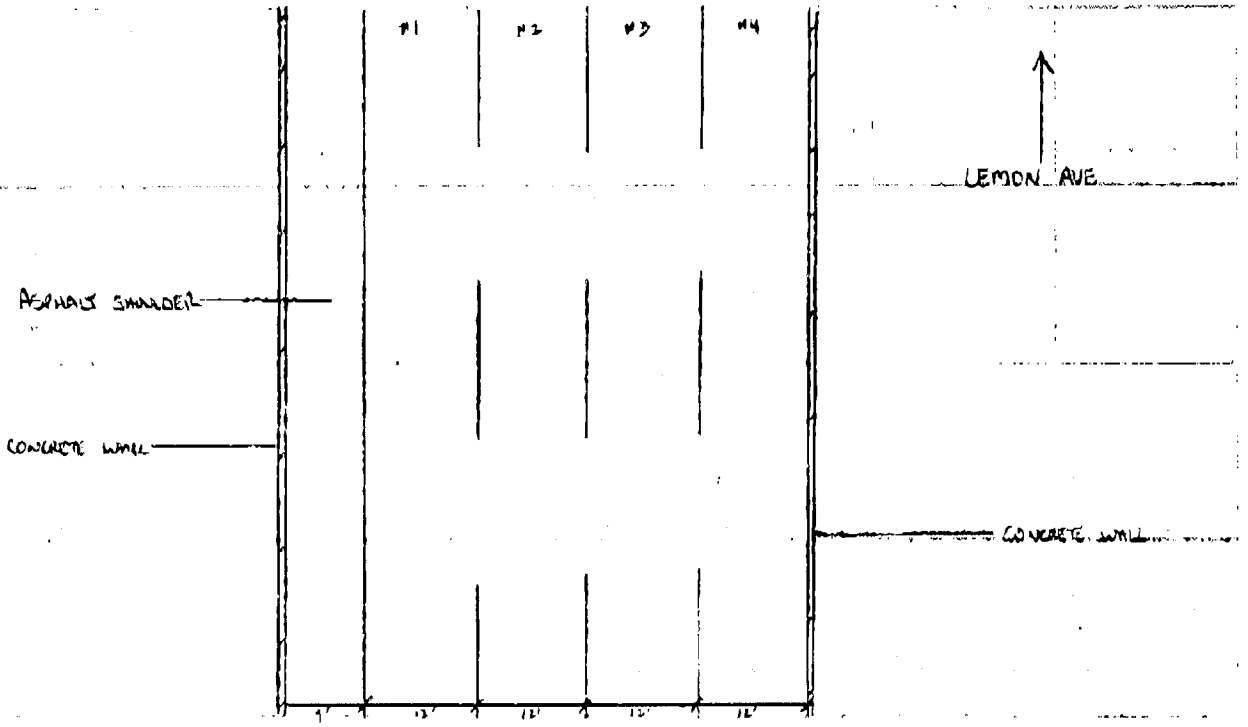
CHP 565 Page 4 (Rev. 1-03) OPI 061

DATE OF COLLISION (MO. DAY YEAR)	TIME (2400)	NCIC #	OFFICER I.D.	NUMBER
08-30-04	0000	9550	17529	

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE =)

INDICATE NORTH

SR-60 E/B



* VEHICLES MOVED PRIOR TO CHP ARRIVAL

PREPARED BY	I.D. NUMBER	MO. DAY YEAR	REVIEWER'S NAME	MO DAY YEAR
A. NORRIS	17529			

OSP 02 7357

STATE OF CALIFORNIA
NARRATIVE/SUPPLEMENTAL

DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
08-30-04	0000	9550	17529	

OPNIONS AND CONCLUSIONS:

SUMMARY:

P-3 was stopped for traffic in V-3, e/b on SR-60, in the #1 lane, w/o Lemon Ave.
P-2 was stopped for traffic in V-2, e/b on SR-60, in the #1 lane, to the rear of V-3.
P-1 was driving V-1, e/b on SR-60, in the #1 lane, at an unknown speed, to the rear of V-2.
P-1 saw V-2 stopped and applied V-1's brakes.
P-1 failed to stop in time and the front of V-1 struck the rear of V-2.
The force of this impact pushed V-2 forward into the rear of V-3.

The summary was based on statements and vehicle damage.

AREA OF IMPACTS (AOI'S):

AOI #1 (V-1 Vs V-2) was located 15 ft s/o the north road edge of e/b SR-60 and 1000 ft w/o the west roadway edge of Lemon Ave.
AOI #2 (V-2 Vs V-3) was located 15 ft s/o the north road edge of e/b SR-60 and 985 ft w/o the west roadway edge of Lemon Ave.

The AOI was based on statements and vehicle damage.

CAUSE:

P-1 [redacted] caused this collision by driving **V-1 (Suzuki)** in violation of section **22350 v.c.** This section states (**No person shall drive a vehicle upon a highway at a speed than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property.**)

The Cause was determined by statements and vehicle damage.

RECOMMENDATIONS:

None.

PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
A. NORRIS	#17529	08-30-03		

EA12-005 PRODUCED BY SUZUKI MOTOR CORPORATION

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RAM BOARD
RAM BOARD
RAM BOARD


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RAM BOARD
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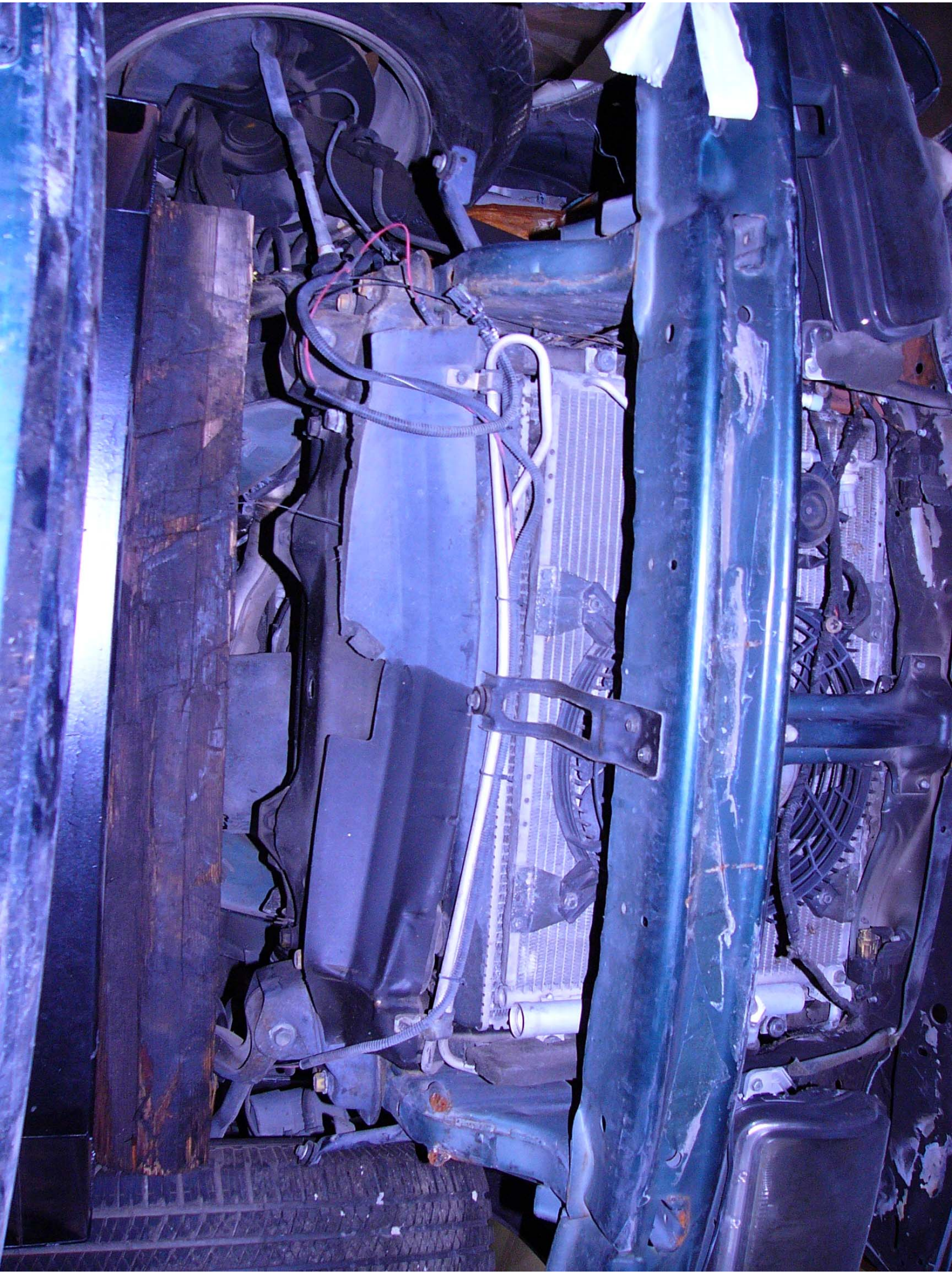


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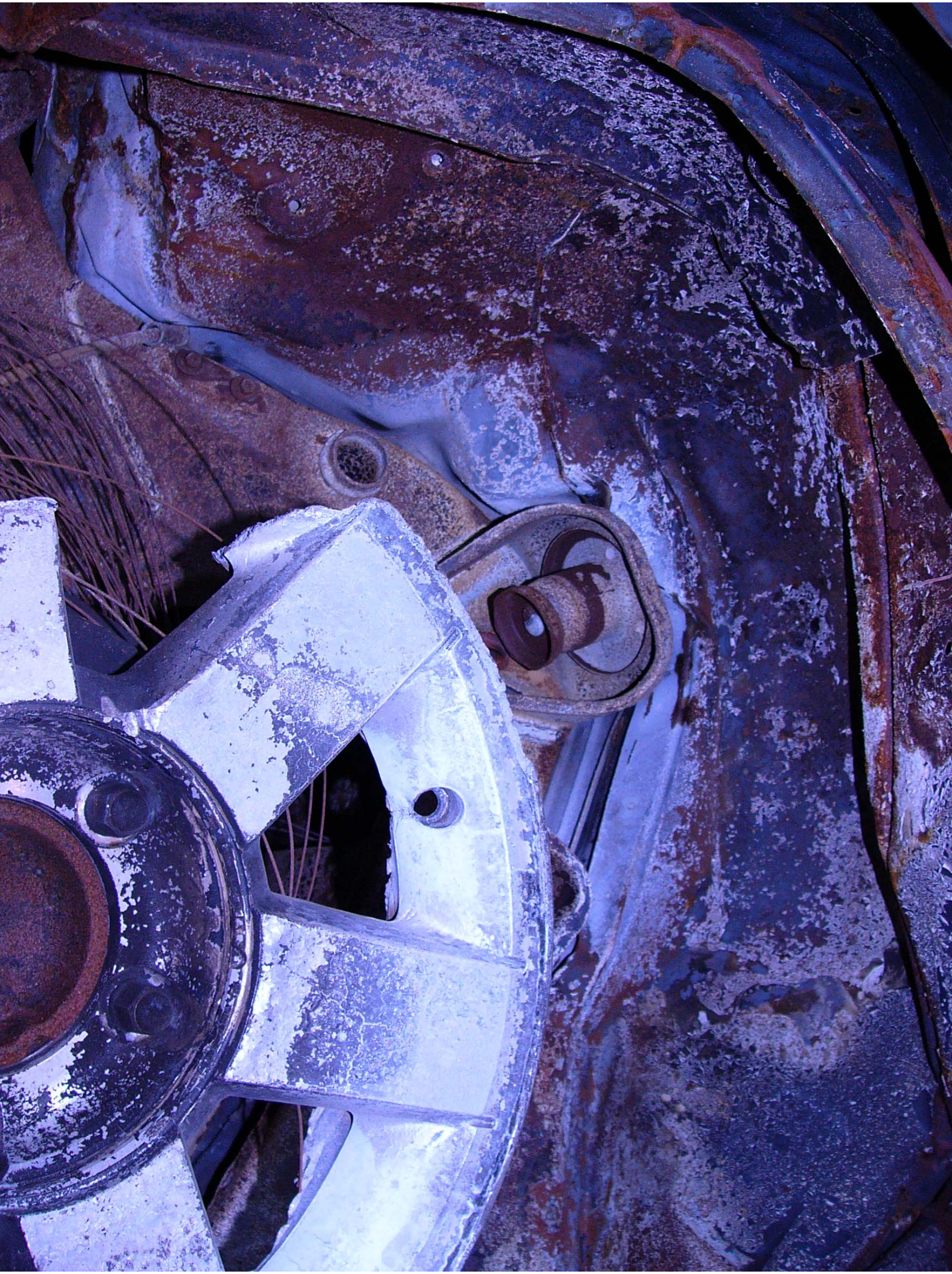

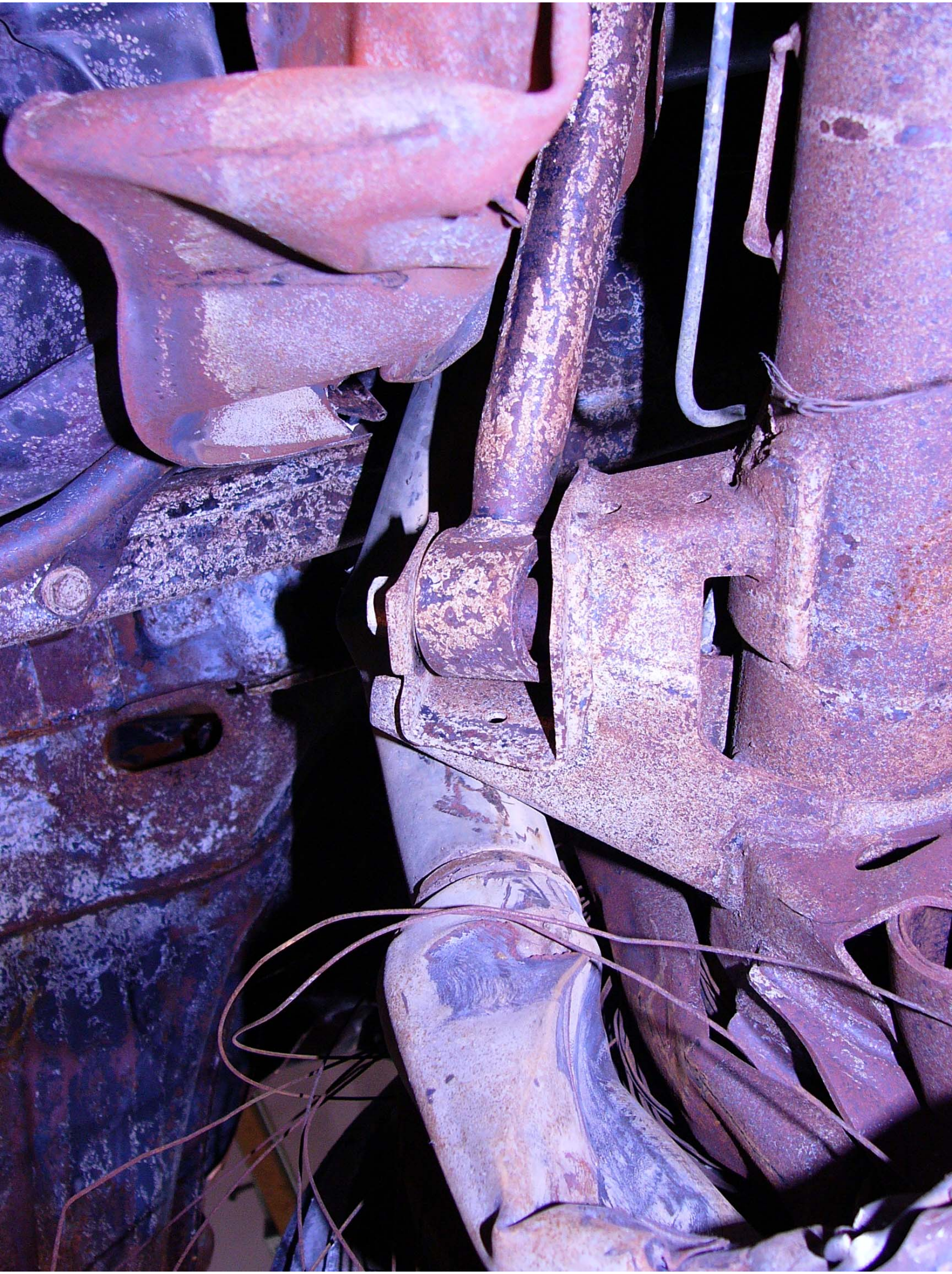

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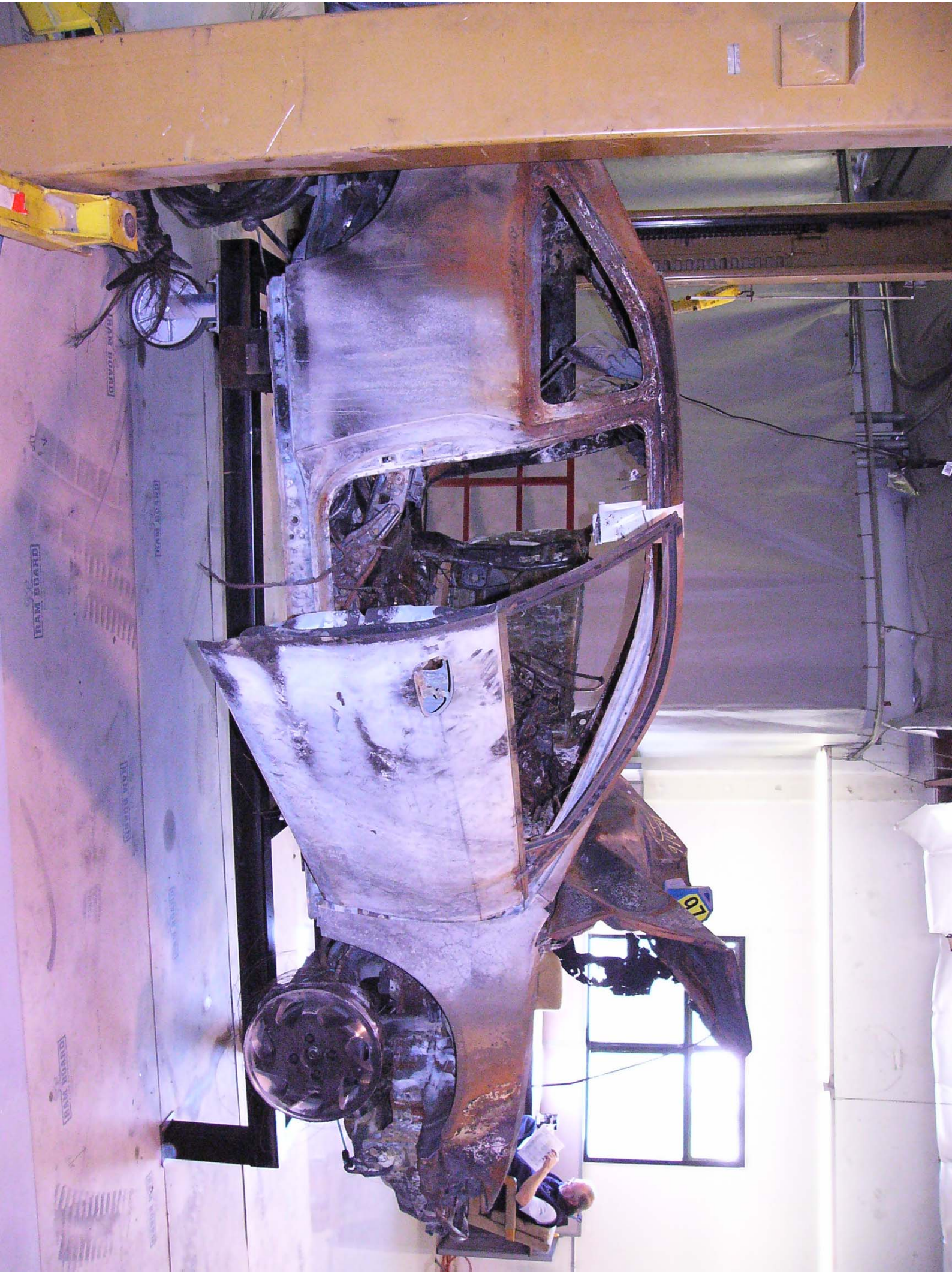

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RAM BOARD
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9/14/04
ALLENGER

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RAM BOARD
Coke
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RAM BOARD
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tirerack.com

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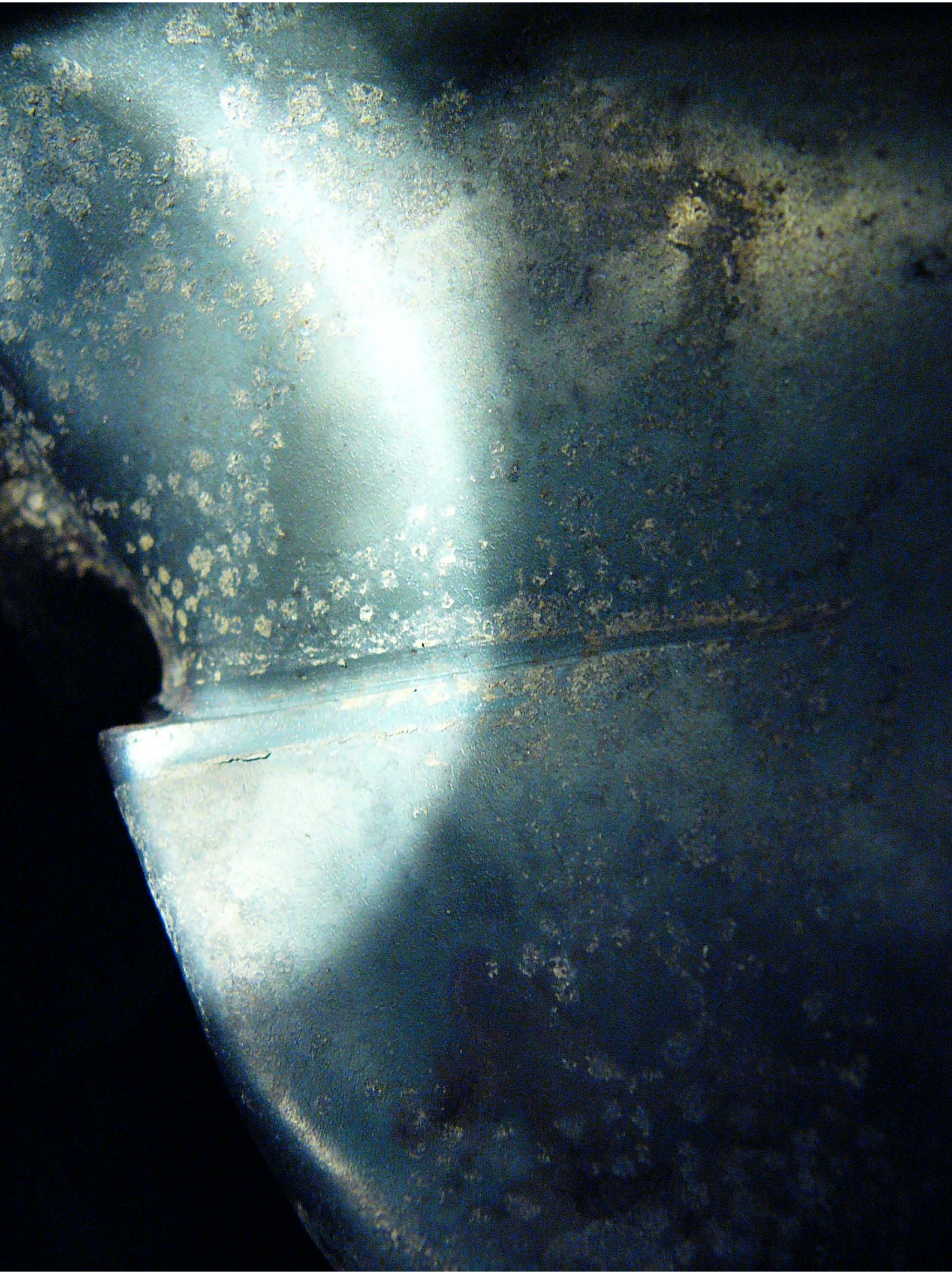
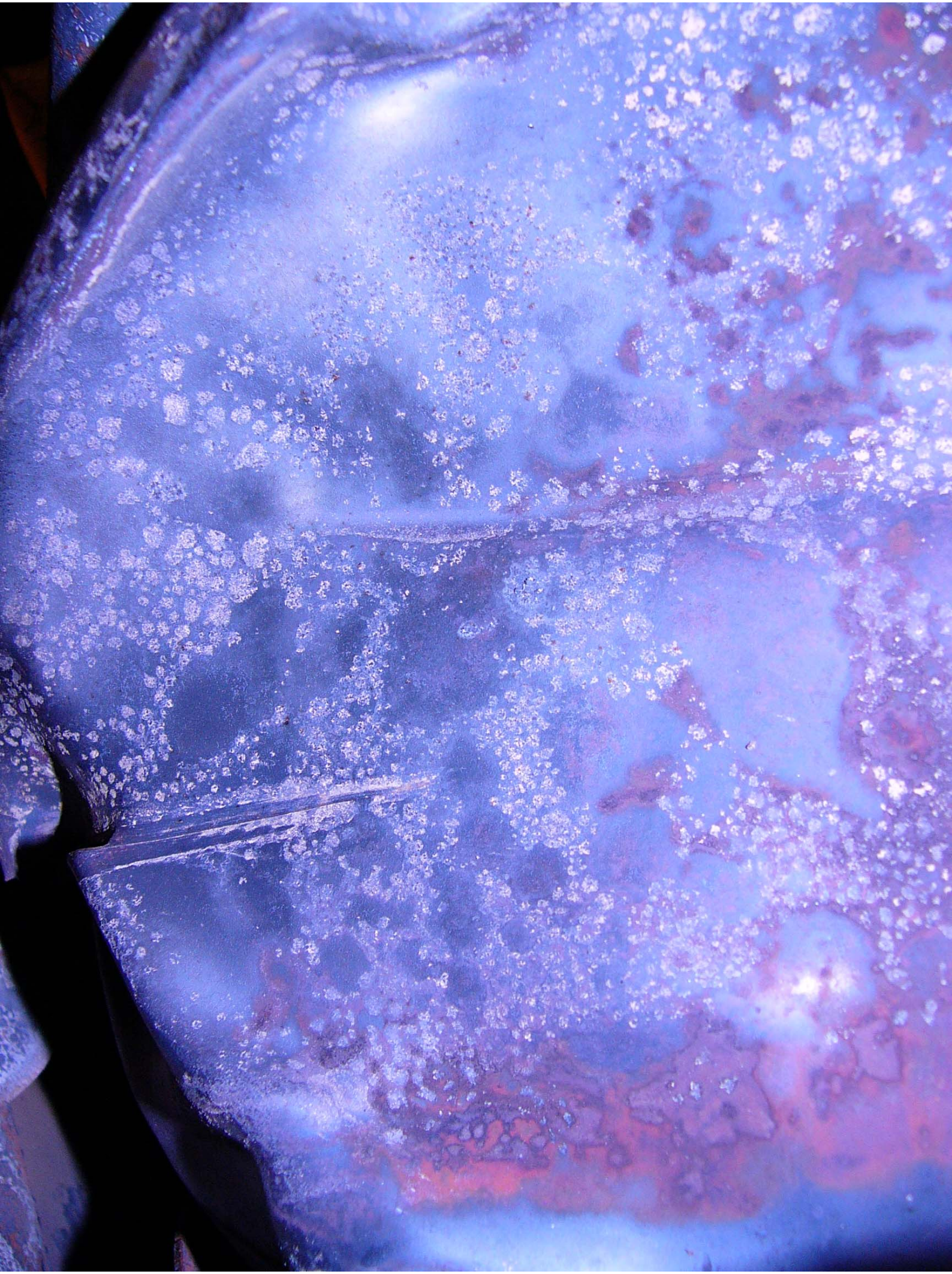
RAM BOARD


RAM BOARD
CHALL

RAM BOARD
FLOOR PROTECTION





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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - EAST DISTRICT

ALINNE KHALILI; EBRAHIM KHALILI; ARSINNE KHALILI; DIGRAN KHALILI, PLAINTIFFS,	)	
VS.	)	CASE NO. KC047709 R
SUZUKI MOTOR COMPANY; AMERICAN SUZUKI MOTOR COMPANY; AMERICAN HONDA MOTOR COMPANY, INC.; HONDA NORTH AMERICA, INC.; HONDA R&D AMERICAS, INC.; HONDA OF AMERICA MANUFACTURING, INC.; HONDA ENGINEERING, LTD.; HONDA MOTOR COMPANY, LTD.; HONDA RESEARCH & DEVELOPMENT COMPANY, LTD., and Does 1 to 200, inclusive, DEFENDANTS.	)	

DEPOSITION OF YOSHIHIKO KUMAGAI

FRIDAY, JUNE 29, 2007

REPORTED BY:
CANDI DONNELS
CSR NO. 10436

SONIA A. JAMERSON & ASSOCIATES
CERTIFIED SHORTHAND REPORTERS

ORIGINAL

EA12-005
PRODUCED BY SUZUKI MOTOR CORPORATION

The deposition of YOSHIHIKO KUMAGAI, Witness, taken on behalf of Plaintiffs, at 550 South Hope Street, Suite 1000, Los Angeles, California, at 8:36 A.M., Friday, June 29, 2007, before Candi Donnels, CSR No. 10436, a certified shorthand reporter with the County of Los Angeles and State of California, pursuant to Notice.

APPEARANCES OF COUNSEL:

FOR PLAINTIFFS:

LAW OFFICES OF MICHAEL ORAN
BY: MICHAEL L. ORAN, ESQ.
550 South Hope Street, Suite 1000
Los Angeles, California 90071
(213) 624-1177

APPEARANCES (CONTINUED):

FOR DEFENDANT SUZUKI MOTOR COMPANY AND AMERICAN SUZUKI MOTOR COMPANY:

BECHERER, KANNETT & SCHWEITZER

BY: LORI A. SCHWEITZER, ATTORNEY AT LAW

2200 Powell Street

Suite 805

Emeryville, California 94608

(510) 658-3600

ALSO PRESENT:

YOKO YAMAMOTO, JAPANESE INTERPRETER

KIYOSHI FUJII

I N D E X

E X H I B I T S

LOS ANGELES, CALIFORNIA; THURSDAY, JUNE 28, 2007

8:36 A.M.

-OOO-

THE VIDEOGRAPHER: All right. We are on the record pursuant to Section 2025 of the California Code of Civil Procedure.

My name is Dana Stoltzner, and I'm a representative of Videotek West located in Los Angeles, California. I am neither party to nor employee of any party to this deposition nor am I interested in its outcome.

We are videotaping the deposition of Yoshihiko Kumagai beginning at 8:36 A.M. on June 29th, 2007, in the matter of Khalili versus Suzuki Motor Corporation, et al., case No. KCO47709.

Our location is 550 South Hope Street, Los Angeles, California.

This video deposition is taken on behalf of Michael Oran, attorney for the plaintiff.

This is the start of tape No. 1.

May we have introductions beginning with the witness, please.

THE WITNESS: My name is Yoshihiko Kumagai. I work for Suzuki Motor Corporation.

MS. SCHWEITZER: Laurie Schweitzer, counsel for American

Suzuki Motor Corporation and Suzuki Motor Corporation.

MR. ORAN: Michael Oran for the plaintiffs.

THE VIDEOGRAPHER: Would you please swear in the witness.

YOKO YAMAMOTO,

was duly sworn to translate English into Japanese and Japanese into English in the following deposition:

YOSHIHIKO KUMAGAI,

having been first duly sworn, was examined and testified through the interpreter as follows:

EXAMINATION

BY MR. ORAN:

Q Good morning.

A Good morning.

Q Have you ever given a deposition before?

A No. This is the first time.

Q Okay.

Have you had a chance to talk with Mrs. Schweitzer about it?

A Yes, I did.

Q Okay.

And you understand that you're under oath, the same oath that you would take if you were testifying in court?

08:39 A Yes, I've been told.

08:39 Q Okay.

08:39 So even though we're here informally, your testimony is as important if you were testifying in court.

08:39 A Yes.

08:39 Q If you don't understand my questions, please tell me.

08:39 A Yes. I understand that.

08:39 Q And please do not guess or speculate about the answer to any question. If we need to look at documents or the information exists, we can get it. Okay?

08:40 A I understand that.

08:40 Q Do you have any questions before we begin?

08:40 A No, I don't.

08:40 Q Okay.

08:40 I have a copy of your resume. Thank you. It's -- the date on it's 05/10/2007; so I'm assuming it's current as of now.

08:40 A Yes. That's right.

08:41 Q Okay.

08:41 MR. ORAN: And we'll just mark that as Exhibit 1 to the deposition.

08:41 (Plaintiffs' Exhibit 1 was marked for identification by the Reporter.)

08:41 Q BY MR. ORAN: What documents -- well, strike that.

Did you review any documents to prepare for the deposition today?

A Yes, I did.

Q What documents did you look at?

A I looked at test reports that had been produced to you. In addition, I also looked at what we call "planning book" that has been produced to you as well. In addition, I looked at accident vehicle photos.

Q Okay.

And when did you look at the accident vehicle photos?

A I think it was Monday this week. And I think I saw those photos earlier once as well.

Q Have you ever seen the actual vehicles that were involved in the accident?

A No, I have not.

Q Do you have an understanding as to what part of the Honda punctured or ruptured the gas tank in the XL7?

A I don't know which part of Honda punctured the hole.

Q When we talk about the Suzuki vehicle involved in this case, is it easier if I use the development code Y -- or the -- is it development code? -- Y8W?

A Yes, it is easier for me.

Q Okay.

Were you personally involved in any manner in any of

the crash tests that were done on the Y8W?

08:44 A Yes, I was.

08:44 Q What was your role?

08:44 A I was in the position of being involved in all Y8W's crashworthiness testing including the frontal-, side-, and rear-impact tests.

08:44 Q What specifically did you do with respect to those crash tests?

08:45 A We have schedule called development schedule. On the basis of that schedule, I planned tests. In other words, I considered which test should be done when, and I executed the plan.

08:45 Q When you say that you "executed the plan," what does that mean?

08:46 A Well, what I mean is crash tests were carried out. We made sure that test results complied with various regulations of different countries. And then we put the vehicle on the market.

08:46 Q In terms of planning the tests, does -- strike that.

In terms of planning the tests, did Suzuki have some test protocols that they followed back in 2000? 1999? around that time?

08:47 A Well, yes. For example, if the vehicle is for the United States, we have FMVSS standards in which test protocols are described in detail.

08:47 Q Okay.

08:48 Did you actually physically set up the crash tests?

08:48 A Well, since I had my staff members, some work was done by my staff members.

08:48 Q Okay.

08:48 Were you present at the crash tests?

08:48 A Yes, I was there for most of them if not all.

08:48 Q Okay.

08:48 Were photographs taken of the striking vehicles?

08:48 A Of this accident?

08:48 Q Oh, no. No. In the crash tests. I apologize.

08:48 In the crash tests, were photographs taken of the front of the striking vehicle after it had been crashed?

08:49 A If you're talking about a striking vehicle, it is only rear-end crash tests that we have a striking vehicle, and for that we use crowns. And for the rear-crash tests I did take photos of the crown.

08:50 Q So after the striking vehicle would rear-end the Y8W, you would take photographs of the damage done to the striking vehicle?

08:50 A Well, let me say the actual photos were taken by my staff members, but such photos were taken.

08:51 Q Would you actually examine the front end of the striking vehicle?

08:51 A I'm not sure what you mean by I examined, but I did

look at it.

08:51 Q Did you make notes?

08:51 A No, I did not.

08:51 Q Do you know if anybody else examined the front end of the striking vehicle?

08:51 MS. SCHWEITZER: I'm just going to pose an objection since there are a multitude of tests on this particular vehicle. I think you're asking as a general rule do other people examine the test. I'm not sure -- I mean, if you're asking about a specific incident --

08:52 MR. ORAN: No.

08:52 Q Let me ask this way: After the crash tests are completed, does the experiment and analysis department get together and review the material?

08:53 A Well, we carry out the crash test. The crash occurs. And then we check the hit vehicle carefully, and then we also check -- interpreter correction -- we also take the photos of the striking vehicle to -- and record the degree of damage. That's what I mean.

08:53 Q Where do you record the degree of damage to the striking vehicle?

08:53 A In the photos.

08:54 Q Do you do any measurements of the amount of crush on the striking vehicle?

08:54 A We don't measure the amount of deform of the crown.

08:54 Q The crown is the model of a car. Is the manufacturer Toyota?

08:54 A That's correct.

08:54 Q What's its American equivalent?

08:54 A I'm not quite sure. I kind of think it is a little bit heavier than Taurus, but I'm not sure.

08:55 Q Where are the photographs of the striking vehicle kept?

08:55 A In the test report.

08:55 Q Okay.

08:55 So are there any other photos other than the ones attached to the test report?

08:55 A In addition to the photos of the striking vehicle, we also attach the hit vehicle's photos.

08:56 Q Okay.

08:56 Do you take more photographs of the striking vehicle and the hit vehicle than actually get attached to the test reports?

08:56 A No, we don't.

08:56 Q So after you run the crash tests, then you have meetings with the experiment and analysis department about the results of the crash tests; right?

08:57 A With the test done -- experiment and analysis group? Within the experiment and analysis group, you mean.

08:57 MS. SCHWEITZER: "Within."

08:57 MR. ORAN: "Within," yes.

08:57 THE WITNESS: We have a team for the development of any vehicle including Y8W. So the team members will come together to talk about as to whether there were any issues or as to whether the test was completed to our satisfaction or not.

08:57 Q BY MR. ORAN: Would minutes be made of those meetings?

08:58 A No. For a team meeting we do not take any minutes of that meeting. That is because all team members know very well about the crash tests.

08:58 Q Okay.

08:58 After you've done the crash tests and had your team meeting, do you have other meetings with other departments with respect to the results of the crash tests and the development of the car?

08:59 A Not limited to the rear-end crashes. If any issue is raised, then we have to look for the cause of that issue and then incorporate measures in order to deal with that issue. So for such occasions we will collect all the departments involved including the general manager of the design, and we'll hold meetings.

08:59 Q Are minutes kept of those meetings?

08:59 A Sometimes minutes are kept and sometimes not.

08:59 Q Do you know where those minutes are?

08:59 MS. SCHWEITZER: I'm going to object. Vague. I don't know what "those minutes" are. But -- kept by which department?

09:00 Q BY MR. ORAN: Obviously when you have those general meetings involving the general manager of the design department, and sometimes minutes are kept, and sometimes they're not, do you know where those minutes are?

09:02 A Let me make it clear. I mentioned about the meetings of the departments involved for the development of a vehicle. And sometimes the general manager of the design department may attend. Sometimes he may not. There may be other managers -- section managers, for example -- or just the people who are involved in the development may participate in those meetings.

09:02 Now, as I mentioned, minutes may be prepared or may not be prepared, but those meetings -- those minutes are not here any longer. The way we deal with the documents is as follows: When we are developing a vehicle, and there is an issue, of course we incorporate countermeasures in order to deal with those -- with the issue. For those meetings there may be minutes taken, and there may not be. However, when the development of the particular vehicle is complete, and the vehicle is put on the market, in other words, all the development work is completed, we dispose of all the documents generated in the process of that vehicle's

development except the final documents. That is because the vehicle is on the market, and the documents we generated in the process are no longer needed. That is the general way that we deal with the development.

09:03 Q Do you know how long that's been the practice at Suzuki Motor Corp. -- to dispose of the development documents?

09:04 A How long? Well, I'm sorry. I don't really know. I just know it has been so for a long time.

09:05 Q Were you involved -- strike that.

09:05 You understand that with the Y8W the fuel tank is located rear of the rear axle.

09:05 A Yes. I'm aware of that.

09:05 Q All right.

09:05 Once the -- can you briefly explain to me how that works? Does the design department say, "We'd like to put the tank in this location. We want you to develop crash tests to see if this is a good location for the tank"?

09:06 A When we decide on the layout of the vehicle, all the departments that have anything to do with that vehicle will come together and discuss various issues. We, of course, participate as well. We pay attention to safety, passenger compartment. And in this case we're talking about the fuel tank; so we pay attention to the capacity of the fuel tank. So we discuss various factors and items and decide together

on what is good.

09:07 Q Do you know if in any of the crash tests any sharp objects -- well, strike that.

09:08 As an engineer involved with safety, one of the things that you're looking for is that sharp component parts of the striking vehicle do not puncture the gas tank; correct?

09:08 A Yes. It is one of the important things to prevent -- the striking vehicle contact the fuel tank and puncture it.

09:09 Q But in these crash tests, you do expect the gas tank to deform somewhat; correct?

09:09 A It is our department that carries out actual crash tests, and I am aware that at times the fuel tank experiences some deformation.

09:09 Q Right. But isn't the fuel tank designed to experience deformation?

09:10 A We don't consider an issue if it deforms a little.

09:10 Q Right. Because what's important is you don't want it to be ruptured or punctured or leak; correct?

09:10 A Yes. The important thing is for the fuel not to leak.

09:10 Q Right.

09:10 A May I?

09:12 Q I apologize.

09:12 A We carry out these crash tests by our department, and one of the tests that we carry out is 30-mile rear-impact test, which is required by law. And we also carry out a rear impact test at 33.7 miles per hour, which is a little bit faster than legally required. But in terms of the energy of impact involved, it is 25 percent more. In other words, it is a more stringent test.

09:12 We've been talking about car-to-car crash tests, which are not legally required. We crashed the crown that I mentioned earlier at a very high speed of 50 miles per hour to XL7. In other words, this is a very severe test involving the energy twice as much as legally required. In addition to that, we also carry out car-to-car oblique crash tests, which is a very severe test of hitting from the oblique direction at 50 miles per hour aimed at fuel inlet to make sure no fuel leaks. Those are the tests that we carry out to conform that we don't experience any fuel leak.

09:14 MR. ORAN: May I please have the question read back?

09:14 (Whereby the question was read by the reporter as follows:

09:14 "Q Right. Because what's important is you don't want it to be ruptured or punctured or leak; correct?")

09:14 THE WITNESS: Well, what I wanted to say was that it is important, and we carry out those tests to make sure that no fuel leak occurs.

09:15 MR. ORAN: So what was the question?
09:15 MS. SCHWEITZER: Isn't it important --
09:15 MR. ORAN: I can't even remember the rest of it.
09:15 MS. SCHWEITZER: That was all your question was.
09:15 MR. ORAN: Okay. Okay. I got it. I got it.
09:15 MS. SCHWEITZER: And then he was explaining --
09:15 MR. ORAN: Right, all the various crash tests.
09:15 MS. SCHWEITZER: Right.
09:15 Q BY MR. ORAN: As an engineer responsible for safety, you are aware that the striking vehicle, when it hits, can have sharp objects.
09:16 A I have been informed that in this actual accident, although we don't know what it is, a portion of the striking vehicle did get in touch with the fuel tank and punctured the fuel tank of XL7.
09:17 Q The -- strike that.
09:17 Your job, your responsibility is to anticipate that sharp objects from the striking vehicle will not contact the gas tank and puncture it or rupture it; correct?
09:18 A That we make sure that, when we carry out legally required tests and when we carry out Suzuki internally specified car-to-car crash tests, things like puncturing the fuel tank with a component will not occur. I believe that is my responsibility.
09:19 Q With respect to the Y8W that was involved in the

crash test, is that car in gear? in park? What's its status at the time it's impacted?

09:19 A It's in neutral.

09:19 Q And with respect to the striking vehicle, does that car brake at all before the moment of impact with the Y8W?

09:20 A Brake? Before the impact? No, not before but after.

09:20 Q It brakes after the impact because of the impact.

09:20 THE INTERPRETER: Interpreter correction.

09:21 THE WITNESS: As far as the crown is concerned, no brakes are applied before the impact. It maintains the 50-mile-per-hour speed and crashes.

09:21 Q BY MR. ORAN: Okay.

09:21 Now, as a safety engineer you are aware of the concept of underride; correct?

09:21 A Yes, my understanding of that concept is that it is a phenomenon of the striking vehicle going under the struck vehicle.

09:22 Q And do you know why it is that the striking vehicle goes under the struck vehicle?

09:23 A I can think of a few reasons why underriding would occur. One is the height difference. If the struck vehicle is taller than the striking vehicle, the striking vehicle might go under to some extent the struck vehicle. Another reason might be, before the crash, the striking vehicle

applies brakes, and the front nosedive occurs. In other words, the front portion goes down to some extent, and the striking vehicle will go under the struck vehicle. Those are two reasons why underriding may occur, as I sit here today, I can think of.

09:24 MR. ORAN: Do you mind if we just take a break? I want to use the restroom.

09:24 THE VIDEOGRAPHER: We are off the record. The time is 9:24 A.M.

09:36 (Recess taken.)

09:36 THE VIDEOGRAPHER: We are back on the record. The time is 9:36 A.M.

09:36 Q BY MR. ORAN: When you run the crash tests for the Y8W, why is the Y8W in neutral as opposed to park or drive?

09:37 A Well, these kinds of crash tests are carried out in accordance with the FMVSS 301 regulations, and this regulation states that the gear be in neutral.

09:37 Q So the crash tests that you run for FMVSS as well as Suzuki's internal tests, the Y8W is always in neutral; correct?

09:38 A That's correct.

09:38 Q As a safety engineer you know that rear-end accidents happen all the time; correct?

09:38 A Although I'm not sure what you mean by "all the time," I am aware that rear-end crashes do occur.

09:38 Q There's a word that we use sometimes. The word is "foreseeable." Do you agree that rear-end accidents are foreseeable to safety engineers like yourself?

09:39 A I'm not sure what "foreseeable" actually means. However, I am aware that rear crashes do occur on the market.

09:39 Q And they occur with vehicles that are going five miles an hour all the way up to sixty-five or seventy miles an hour; correct?

09:40 A Since I am not a statistics expert, I don't know to what speed these accidents occur, but I am aware that rear crashes do occur.

09:40 Q Okay.

09:40 And you're also aware that these rear-end accidents occur, and sometimes people are slamming on their brakes, and sometimes there's no braking; correct?

09:40 A I think so.

09:40 Q So the bottom line is as a safety engineer you need to anticipate that rear-end accidents are going to occur at all kinds of different speeds and with vehicles either braking or not braking or -- just all sorts -- strike that.

As a safety engineer you need to anticipate that rear-end accidents are going to happen at all sorts of different speeds and that there could be underride or override or braking or no braking; correct?

09:41 A I do understand that accidents do occur under

various circumstances.

09:42 Q And as part of your training and your background and your experience -- strike that.

09:42 I understand that the speed limit in Japan's a hundred kilometers on the freeways and highways.

09:42 A That's correct.

09:42 Q So just -- whether as an engineer or as -- things that you're just familiar with, you know that there have been car accidents where cars that have been going 60 miles an hour or a hundred kilometers an hour have rear ended other vehicles; correct?

09:44 A Well, how should I answer that question? I am well aware that the speed limit in Japan is hundred kilometers per hour. I am also aware that lots of people drive their vehicles at the speed limit at hundred miles --

09:44 THE INTERPRETER: Interpreter correction,

09:44 THE WITNESS: -- hundred kilometers per hour or 60 miles per hour. However, I would like to point out that the driving speed and the crashing speed, those are two different things. If a vehicle is running at 30 miles per hour, and another vehicle is running at 60 miles per hour, and the vehicle rear ended, and the crashing speed was 30 miles, not 60 miles because you subtract 30 miles of the front vehicle's speed from the 60 miles of the crashing vehicle's speed.

09:45 You also mentioned about applying brakes before the

crash. So if a vehicle is being driven at 60 miles per hour and notices -- the driver notices that there's a vehicle in the front and applies the brake, that will bring down the speed to 50 miles, 40 miles, or even 30 miles per hour. If the striking vehicle's speed is 30 miles per hour, then the crashing speed is zero to the vehicle that is being driven at 30 miles an hour. What I'm trying to say is that driving speed and rear ending speed, those are two different things.

09:46 Q In your role as a safety engineer, do you study real-world crashes involving other manufacturers' vehicles?

09:47 A No. We don't study what other manufacturers' vehicles are involved in what accidents.

09:47 Q Do you study when Suzuki vehicles are involved in accidents?

09:47 A I'm not sure what you mean by "study," but if an issue is raised on the market, the department involved will let us know that there is an issue.

09:47 Q Have you studied any post-collision fuel-fed fire cases involving a Suzuki vehicle?

09:48 A You're talking about accidents?

09:48 Q Yes.

09:48 A I am aware that in this case fire occurred.

09:48 Q Besides this case have you studied or looked at any other cases where there's been a fire involving a Suzuki vehicle?

09:48 MS. SCHWEITZER: And again, I'm assuming you're talking about post-collision fire.

09:49 MR. ORAN: Right.

09:49 THE WITNESS: Other than this case, I don't recall any cases.

09:49 Q BY MR. ORAN: Do you know if there have been any?

09:49 A No, I don't. It might have occurred. It might not. I don't know.

09:49 Q When you heard about this case, as a safety engineer were you interested to learn as to what caused the puncture or the rupture in the gas tank?

09:49 MS. SCHWEITZER: I'm going to object. I think that way exceeds the scope of the deposition.

09:49 MR. ORAN: So?

09:50 MS. SCHWEITZER: So I'm not going to let him answer it.

09:50 MR. ORAN: It's the best question I've asked in two days.

09:50 MS. SCHWEITZER: I don't know about that, but he's still not answering.

What are you saying?

09:50 THE INTERPRETER: I'm just going to interpret.

09:50 MS. SCHWEITZER: You don't have to --

09:50 MR. ORAN. No. No.

09:50 MS. SCHWEITZER: You thought we were waiting for you. No.

09:51 Q BY MR. ORAN: As a safety engineer do you agree

that, if a rear-end accident is survivable, then fire should not kill an occupant?

09:51 MR. ORAN: Let's just go off the record.

09:51 THE VIDEOGRAPHER: We are off the record. The time is 9:51 A.M.

09:52 (Recess taken.)

09:53 THE VIDEOGRAPHER: We are back on the record. The time is 9:52 A.M.

09:53 THE WITNESS: Of course it is better not to have fire. Of course it is better for people not to die.

09:53 Q BY MR. ORAN: But as part of your education and training and experience you learned that, if a crash is survivable, then fire should not kill someone or burn someone; correct?

09:54 A As I have already testified, it is much better if a fire does not occur, and people should not die. I really mean that. Having said that, though, I am aware in some accidents fire would ensue, and people might be killed.

09:54 Q Right.

09:54 So your responsibility with respect to crash tests is not just to look strictly at the results of the test but to anticipate things like underride and sharp component parts coming into contact with the fuel tank; correct?

09:55 A That is correct. That is the very reason why we make sure that, when we carry out legally required tests as

well as 50-miles-per-hour car-to-car crash tests, we make sure that the components of the striking vehicle would not become in contact with the fuel tank and puncture the fuel tank.

09:56 Q Have you done any computer simulations of crash tests involving underride?

09:57 A Well, for one, it is not my department but some other department that will carry out computer simulations. As for computer simulations of underriding, we have not done that. However, we carried out a 50-mile-per-hour moving barrier test simulating the situation where the striking vehicle applies the brakes.

09:58 MR. ORAN: Do I have that?

09:58 MS. SCHWEITZER: Yeah.

09:58 MR. ORAN: Okay. And -- just digress here for a second. It's in there?

09:58 MS. SCHWEITZER: Yes.

09:58 MR. ORAN: And it shows the striking vehicle applying the brakes, and all the results are there?

09:58 MS. SCHWEITZER: It's a moving barrier test that simulates the striking vehicle applying the brakes, and the test report, photos, and everything are in that box.

09:58 MR. ORAN: Okay. I'm not -- I wasn't able to digest all that; so I'll have to cross that bridge another day.

09:59 Q But I do have a question for you about the moving

barriers.

09:59 Those moving barriers, as a result of striking the rear of a vehicle, do not make any sharp objects; correct? It always stays flat.

10:00 A In the front of the barrier, there is a component called honeycomb, and this honeycomb is simulating the strength or the hardness of a regular vehicle. In front of the honeycomb we have a bumper also simulating a regular car. And this honeycomb is lowered by two inches, simulating a situation of a nosedive of applying brakes. I was told it's about two inches that a vehicle usually nosedives when the brakes are suddenly applied. So we lower the honeycomb by two inches to simulate that situation.

10:01 Q When was that test done?

10:02 A I think it was around the end of 2000.

10:02 Q As part of your background and training and experience, do you have a database or a library at Suzuki that contains published articles or studies or other literature about the placement of fuel tanks in SUVs or other vehicles?

10:04 A We don't have a database. We had some photographs showing the locations of fuel tanks of other vehicles, I believe. In addition to that, if you are asking about documents or studies, I can think of the federal register the NHTSA issued referring to the location of the fuel tank.

10:04 Q Have you seen any studies or publications that say that the safest place for the fuel tank is under the rear passenger seat?

10:06 A In the NHTSA federal register that I mentioned, there was a comment that somebody did make that comment, although I don't remember who it was who made that comment. And in the NHTSA federal register that I have mentioned, though, it says that the location -- rather than the location of the fuel tank, what is more important is how it is protected in the structure of the vehicle. It also said that is the reason why they are not going to make any law concerning or indicating the location of the fuel tank.

10:07 Q From a safety perspective what is the best way to prevent the component part of a striking vehicle from puncturing a fuel tank located rear of the rear axle?

10:08 A Let me tell you what we did in order to protect the fuel tank in --

10:08 Q Okay.

10:08 A -- 8W. That is XL7. Because the fuel tank is located in the rear, what we did was to surround the fuel tank with strong structural members. And even in the rear-end crash situation, the fuel tank space is protected and making sure that the fuel tank will not experience extensive deformation. 50-mile car-to-car crash test involves a lot of energy, and therefore, we also have to have

the area where such crash energy is absorbed. That place is provided away from the fuel tank space. In this vehicle it is the frame member that is located away from the fuel tank in the front of where the fuel tank is. That is where the structural member deforms and absorbs the energy from the crash.

10:10 Q From a safety perspective isn't it true that the best place for a fuel tank to prevent a component -- strike that.

10:10 From a safety perspective isn't it true that the best way to prevent a component part of a striking vehicle from puncturing a fuel tank located rear of the rear axle is not to have the tank there?

10:12 MS. SCHWEITZER: I need to have the English of that question read again.

10:12 (Whereby the question was read by the reporter as follows:

10:12 "Q From a safety perspective isn't it true that the best way to prevent a component part of a striking vehicle from puncturing a fuel tank located rear of the rear axle is not to have the tank there?")

10:12 THE INTERPRETER: I'm going to finish interpreting because I wasn't finished.

10:12 (The interpreter reinterpreted the question.)

10:13 THE WITNESS: Well, how should I answer that question?

Even if the fuel tank is located in the front of the rear axle, in a rear-end crash situation the rear axle might deform, push the fuel tank, and crush the fuel tank, in which case the tank might be punctured, and fuel may leak. So if it is located in the front of the rear axle, you have to protect the space where the fuel tank is located with strong structural members so that that space is protected in that crash situation. In a similar manner, if it is located in the rear of the rear axle, you have to surround that space with solid and strong structural members so that fuel tank space is protected. In other words, the idea of protecting the fuel tank is the same regardless of whether it is in the front or in the rear of the rear axle.

10:14 THE VIDEOGRAPHER: We have approximately 30 minutes remaining on tape 1.

10:14 Q BY MR. ORAN: If the striking vehicle hits the rear of the Y8W at 50 miles per hour or less, and the tank is ruptured, do you agree that the cross members and the frame rail did not protect the tank as intended?

10:16 A In the 50-mile car-to-car crash tests that we carried out, I can safely say that we never experienced a puncture of the fuel tank. Having said that, though, I cannot say it will be the same under any circumstances. Let's say a huge truck -- part of a convoy -- may hit the rear of our vehicle. I don't really know what would happen.

In other words, it is not possible to deal with all the cases that may occur in the real world. So what we do is we take a representative condition and carry out the test.

10:17 Q Thank you, but my question was a little bit different.

10:17 If a striking vehicle hits the rear of the Y8W at 50 miles per hour or less, and the tank is ruptured, then the cross members and the frame rail did not protect the tank as Suzuki Motor Corp. had intended; correct?

10:18 MS. SCHWEITZER: I'll object as incomplete hypothetical.

10:18 THE WITNESS: Maybe an example that I gave was an extreme example, but what I was trying to say is it is not possible to test the vehicle under all possible conditions by all possible vehicles, and therefore, we make sure that our car is safe -- our vehicle is safe testing under representative conditions.

10:19 Q BY MR. ORAN: I -- thank you, but what I'm after is something a little bit different. Okay? What I'd like you to tell -- tell me if you can do it -- is answer this question "yes" or "no." Okay? And so I'm going to ask it one more time -- or I'm going to actually have the court reporter read it back, and I'd like to try to get a "yes" or a "no" answer if that's possible.

10:20 MS. SCHWEITZER: And the question is can you answer that "yes" or "no." And if you can't, then you tell him you

can't.

(Whereby the question was read by the reporter as follows:

"Q Thank you, but my question was a little bit different.

If a striking vehicle hits the rear of the Y8W at 50 miles per hour or less, and the tank is ruptured, then the cross members and the frame rail did not protect the tank as Suzuki Motor Corp. had intended; correct?")

THE WITNESS: I don't think I can answer with -- to that question with "yes" or "no" for reasons I already explained.

Q BY MR. ORAN: Well, based on the testing that you performed on behalf of Suzuki Motor Corporation, would you expect that, if the striking vehicle hits the rear of the Y8W at 50 miles per hour or less, and the tank is ruptured -- strike that.

How did I start that?

THE REPORTER: "Well, based on the testing that you performed on behalf of Suzuki Motor" --

Q BY MR. ORAN: Based on the testing that you performed on behalf of Suzuki Motor Corporation, if the striking vehicle hits the rear of the Y8W at 50 miles an hour or less, and the tank is ruptured, would you expect that to happen?

10:22 MS. SCHWEITZER: It's kind of a convoluted question, but I'll let you go on this one.

10:23 THE WITNESS: I got confused. I'm sorry. Can I have that again?

10:24 (Interpreter reinterpreted the question.)

10:24 THE WITNESS: Well, if you are talking about the possibility, anything is possible. In our test that -- carried out at 50 miles per hour, no tank was ruptured or got poked hole. However, if you ask me under any circumstances, then I really cannot answer that question because anything can occur.

10:25 Q BY MR. ORAN: So, then, if it does happen that the fuel tank gets punctured or ruptured at 50 miles per hour or less, then would you agree that the fuel tank was not protected as Suzuki Motor Corporation intended?

10:26 A Well, I don't necessarily think so.

10:26 Q Why not?

10:26 A As I have been testifying, we carry out legally required tests and tests with additional speeds, tests that involve twice as much energy than required to make sure that our fuel tank is safe. They are very stringent, severe tests. I believe they are very and sufficiently stringent. And we make sure that the fuel tank is protected.

10:27 Q I understand that, but if it happens -- if the fuel tank gets punctured by the striking vehicle or a component

part of the striking vehicle at 50 miles per hour or less, do you agree, then, that the fuel tank was not protected as Suzuki Motor Corporation intended?

10:28 A What I would like to say is anything is possible if you talk about possibility.

10:28 Q I'm not talking about possibility. What I'm talking about is -- I'm asking you as a safety engineer -- okay? -- with your background, training, and experience if it does happen that the striking vehicle hits the rear of the Y8W at 50 miles per hour or less, the fuel tank's ruptured or punctured, would you agree that the fuel tank was not protected as intended?

10:30 A Well, you said you're not talking about the possibilities, but if this were to happen, that means to me you are asking about the possibility. I cannot think any other way.

10:30 MS. SCHWEITZER: Let's take a break.

10:30 THE VIDEOGRAPHER: We are off the record. The time is 10:30 A.M.

10:39 (Recess taken.)

10:39 THE VIDEOGRAPHER: All right. We are back on the record. The time is 10:39 A.M.

10:40 MS. SCHWEITZER: You should probably translate it again, Yoko. Thank you.

10:41 (Interpreter reinterpreted the question.)

10:41 THE WITNESS: As I have already testified, you cannot deny that there are possibilities. Anything could occur. However, in the 50-mile car-to-car test that we carried out, no fuel leaked. We do not expect any fuel to leak under these conditions.

10:41 Q BY MR. ORAN: I understand. Again, I understand what you're sharing with us, but if it does happen at 50 miles per hour or less that there is a rupture or a puncture of the fuel tank by the striking vehicle or its -- or a component part of the striking vehicle, do you agree that the fuel tank was not protected as Suzuki Motor Corporation had intended it to be?

10:43 A Well, the question is so long I'm not sure if I understood the gist of it or not. But if you're asking me if the striking speed was 50 miles or less, and if the fuel would leak from our vehicle or not, then we don't anticipate that situation.

10:44 Q In other words, if the impact from the striking vehicle is 50 miles per hour or less, it is not -- the fuel tank is not supposed to leak; correct?

10:44 A That's correct. I don't think it would.

10:44 Q And if it does leak under those circumstances, then would you agree as an engineer on behalf of Suzuki Motor Corporation that the fuel tank was not protected as Suzuki had intended?

10:44 MS. SCHWEITZER: Let me just pose an objection under the circumstances. I think what Mr. Kumagai has been telling you is there's lots of possibilities out there. And now when you say "under the circumstances," I'm not sure precisely what you're referring to; so the question's vague.

10:45 MR. ORAN: I was -- and what I was referring to -- what I was trying to do is not have the whole preamble again. But let me do the preamble, and we'll go on from there.

10:45 Q If it does happen that the fuel tank is ruptured at 50 miles per hour or less by the striking vehicle or a component part of the striking vehicle, then as a safety engineer for Suzuki Motor Corporation do you agree that the rear structures designed to protect the tank did not perform as safely as expected?

10:46 A May I have that again, please?

10:47 (Interpreter reinterpreted the question.)

10:47 THE WITNESS: Well, yes. If it should happen, that means the function was not properly performed.

10:48 THE VIDEOGRAPHER: I need this opportunity to change tapes.

10:48 MR. ORAN: How much time's left?

10:48 THE VIDEOGRAPHER: Ten minutes.

10:48 MR. ORAN: No. We're not going to have to change tapes.

10:48 If it's okay with you, I'm just going to stop now. If I have any questions, can I just ask you later?

10:48 MS. SCHWEITZER: Yeah. I'm not bringing him back from Japan.

10:48 MR. ORAN: No. It's okay. I understand. And I got what I need.

10:48 MS. SCHWEITZER: Okay.

10:49 MR. ORAN: So we'll just do the same stipulation that we did yesterday.

10:49 MS. SCHWEITZER: Very good.

10:49 MR. ORAN: Okay?

10:49 THE VIDEOGRAPHER: This concludes the video deposition of Yoshihiko Kumagai. The time is approximately 10:48 A.M. We are off the record. Thank you.

10:49 THE REPORTER: Ms. Schweitzer, did you want a copy and everything?

10:49 MS. SCHWEITZER: The whole shebang just like yesterday.

10:49 (Whereby it was previously stipulated and is incorporated herein by reference:

10:49 "MR. ORAN: Let's stipulate to relieve the court reporter of her responsibilities under the Code of Civil Procedure. She'll forward the original deposition to Mrs. Schweitzer, who will figure out a way to get it signed and corrected. And she'll have 60 days from the date she receives the deposition transcript to have it signed and corrected, and within 15 days after she receives it back, she'll

10:49 1 STATE OF _____)
10:49 2) ss.
COUNTY OF_____)
10:49 3
10:49 4
10:49 5
10:49 6
10:49 7 I, the undersigned, say that I have read the
10:49 8 foregoing deposition, and I declare, under penalty of
10:49 9 perjury, that the foregoing is a true and correct transcript
10 of my testimony contained therein.
10:49 11 EXECUTED this _____ day of _____
10:49 12 2007, at _____, _____.
10:49 13 (city) (state)
10:49 14
10:49 15
10:49 16
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10:49 21 _____
10:49 22 YOSHIHIKO KUMAGAI
10:49 23
10:49 24
25

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, Candi Donnels, CSR NO. 10436, certify:

That the foregoing deposition of YOSHIHIKO KUMAGAI taken before me at the time and place therein set forth, at which time the witness was placed under oath by me;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and thereafter transcribed;

That the foregoing deposition is a true record as reported by me of the testimony and of all objections made at the time of the examination;

That the dismantling of the original transcript will void the reporter's certificate.

I further certify that I am neither counsel for nor related to any party to said action nor in anywise interested in the outcome thereof.

IN WITNESS WHEREOF, I have subscribed my name this 10th day of July, 2007.

Candi R. Donnels

CANDI DONNELS, CSR 10436

RESUME

Name: Yoshihiko Kumagai

Date of birth: July 31, 1961

Educational background:

March	1984:	Graduated from the Mechanical Engineering Department, School of Engineering, Musashi Institute of Technology

Work background:

April	1984:	Joined Suzuki Motor Co., Ltd. (current Suzuki Motor Corporation)
October	1984:	Assigned to Automobile Body Testing Group, Automobile Body Design Div.
June	1986:	Group Ⅲ, Experiment Div.
January	1988:	Legal Section, General Affairs Div.
March	1988:	American Suzuki Motor Corp. Legal Office
April	1994:	Group Ⅲ, Experiment and Analysis Div.
December	1995:	Assistant Manager of Group Ⅲ, Experiment and Analysis Dept.
April	1998:	Assistant Manager of Group Ⅱ, Experiment and Analysis Dept.
October	2000:	Deputy Staff Manager of Group Ⅱ, Experiment and Analysis Dept.
July	2002:	Deputy Staff Manager of Secretarial Group, Secretarial Office
October	2003:	Staff Manager of Secretarial Group, Secretarial Office
October	2005:	Staff Manager of Group Ⅱ, Experiment and Analysis Dept.
April	2006:	Staff Manager of Group Ⅰ (Safety), Experiment and Analysis Dept.
February	2007:	Group Leader of Group Ⅰ (Safety), Experiment and Analysis Dept.

Qualification:

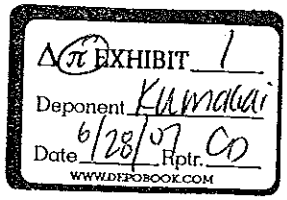
Bachelor's in mechanical engineering

Member of organizations outside of the company:

Membership of JSAE (Society of Automotive Engineers of Japan)

Membership to committees:

JAMA (Japan Automobile Manufacturers Association)



履　歴　書

姓　　名：熊谷義彦

生年月日：昭和 36 年(1961) 7 月 31 日

学　　歴：昭和 59 年(1984) 3 月　武蔵工業大学工学部機械工学科 卒業

社内略歴：昭和 59 年(1984) 4 月　鈴木自動車工業株式会社（現 スズキ株式会社)入社
昭和 59 年(1984)10 月　四輪車体設計部 車体実験グループ 配属
昭和 61 年(1986) 6 月　実験部 第三グループ
昭和 63 年(1988) 1 月　総務部 法規課
昭和 63 年(1988) 3 月　ASMC リーガルオフィス
平成 6 年(1994) 4 月　実験解析部 第三グループ
平成 7 年(1995) 4 月　実験部 第三グループ
平成 7 年(1995)12 月　実験部 第三グループ 主任
平成 10 年(1998) 4 月　実験部 第二グループ 係長
平成 12 年(2000)10 月　実験グループ 第二グループ 課長代理
平成 14 年(2002) 7 月　秘書室 秘書グループ　課長代理
平成 15 年(2003)10 月　秘書室 秘書グループ　課長
平成 17 年(2005)10 月　実験部 安全グループ　課長
平成 18 年(2006) 4 月　実験部 安全実験グループ　課長
平成 19 年(2007) 2 月　実験部 安全実験課長(課長)

資　　格：機械工学士

社外所属団体：自動車技術会（ＪＳＡＥ） 会員

社外所属委員：日本自動車工業会（ＪAMA）

STATE OF _____)
) ss.
COUNTY OF_____)

I, the undersigned, say that I have read the foregoing deposition, and I declare, under penalty of perjury, that the foregoing is a true and correct transcript of my testimony contained therein.

EXECUTED this 9th day of October 2007, at Hamamatsu (city), Japan (state).

Y. Kumagai

YOSHIHIKO KUMAGAI

ERRATA SHEET FOR THE DEPOSITION OF YOSHIHIKO KUMAGAI

PAGE	LINE	CORRECTION AND REASON
P8 P17 P18 P28	18, 11, 15, 19	"XL7" should be "XL-7" REASON: Clarification
P10	16-17	"And for the rear-crash tests I did take photos of the crown" should be "And for the rear-crash tests we did take photos of the crown" REASON: Clarification
P13	21-22	"So for such occasions we will collect all the departments involved including the general manager of the design, and we'll hold meetings." should be "So for such occasions we will collect all the departments involved including the engineering design department and we'll hold meetings." REASON: Translation correction and clarification
P15	22-23	"passenger compartment" should be "interior comfort" REASON: Translation correction and clarification
P30	1-4	"Even if the fuel tank is located in the front of the rear axle, in a rear-end crash situation the rear axle might deform, push the fuel tank, and crush the fuel tank, in which case the tank might be punctured, and fuel may leak." should be "Even if the fuel tank is located in the front of the rear axle, in a rear-end crash situation the rear axle might be pushed forward, hit the fuel tank, and crush the fuel tank, in which case the tank might be punctured, and fuel may leak." REASON: Translation correction and clarification

/

I, the undersigned, say that I have read the foregoing deposition, and I declare, under penalty of perjury, that the foregoing is a true and correct transcript of my testimony contained therein (with the exception of the changes listed and described above).

EXECUTED this 9th day of October, 2007

Y. Kumagai

Yoshihiko Kumagai

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - EAST DISTRICT

ALINNE KHALILI; EBRAHIM KHALILI; ARSINNE KHALILI; DIGRAN KHALILI,

PLAINTIFFS,

VS.

CASE NO. KC047709 R

SUZUKI MOTOR COMPANY; AMERICAN SUZUKI MOTOR COMPANY; AMERICAN HONDA MOTOR COMPANY, INC.; HONDA NORTH AMERICA, INC.; HONDA R&D AMERICAS, INC.; HONDA OF AMERICA MANUFACTURING, INC.; HONDA ENGINEERING, LTD.; HONDA MOTOR COMPANY, LTD.; HONDA RESEARCH & DEVELOPMENT COMPANY, LTD., and Does 1 to 200, inclusive,

DEFENDANTS.

DEPOSITION OF HIROYUKI MORI
THURSDAY, JUNE 28, 2007

REPORTED BY:
CANDI DONNELS
CSR NO. 10436

SONIA A. JAMERSON & ASSOCIATES
CERTIFIED SHORTHAND REPORTERS

ORIGINAL

The deposition of HIROYUKI MORI, Witness, taken on behalf of Plaintiffs, at 550 South Hope Street, Suite 1000, Los Angeles, California, at 9:05 A.M., Thursday, June 28, 2007, before Candi Donnels, CSR No. 10436, a certified shorthand reporter with the County of Los Angeles and State of California, pursuant to Notice.

APPEARANCES OF COUNSEL:

FOR PLAINTIFFS:

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ALSO PRESENT:

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I N D E X

E X H I B I T S

LOS ANGELES, CALIFORNIA; THURSDAY, JUNE 28, 2007

9:05 A.M.

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08:55

09:04 THE VIDEOGRAPHER: All right. We are on the record pursuant to Section 2025 of the California Code of Civil Procedure.

09:04 My name is Dana Stoltzner, and I'm a representative of Videotek West located in Los Angeles, California. I am neither party to nor employee of any party to this deposition nor am I interested in its outcome.

09:04 We are videotaping the deposition of Hiroyuki Mori beginning at 9:06 A.M. on June 28th, 2007, in the matter of Khalili versus Suzuki Motor Corporation, et al., case No. KC047709. 09:05 Our location is 550 South Hope Street, Los Angeles, California.

09:05 This video deposition is taken on behalf of Michael Oran, attorney for the plaintiff.

09:05 This is the start of tape No. 1.

09:05 May we have introductions beginning with the witness, please.

09:05 THE WITNESS: My name is Hiroyuki Mori. I work for Suzuki Motor Corporation, belonging to the automotive body engineering design corp.

09:05 MS. SCHWEITZER: Lori Schweitzer, counsel for Suzuki

Motor Corporation and American Suzuki Motor Corporation.

Do you want the --

MR. ORAN: They need to identify themselves.

MS. SCHWEITZER: You can identify yourselves for the record.

JERRY HASHIMURA: My name is Jerry Hashimura. I'm with the legal department of American Suzuki Motor Corporation.

KIYOSHI FUJII: My name is Kiyoshi Fujii, and I belong to Suzuki Motor Corporation legal department.

MR. ORAN: My name's Michael Oran. O-r-a-n.

THE VIDEOGRAPHER: Would you please swear in the witness.

YOKO YAMAMOTO,

Was duly sworn to translate English into Japanese and Japanese into English in the following deposition:

HIROYUKI MORI,

Having been first duly sworn, was examined and testified through the interpreter as follows:

EXAMINATION

BY MR. ORAN:

Q Mr. Mori, thank you for coming today. We're here to take your deposition, which is a court proceeding even though it's informal at my office. But the testimony we're going to

take from you today is the same as if you were testifying in a court of law.

Do you understand that?

A Yes.

Q The oath that you've been given is the same as if you were testifying in court.

Do you understand that?

A Yes.

Q My obligation, my responsibility is to make sure that I make my questions clear and that you understand my questions. If at any time during the deposition I've not made myself clear or you don't understand the question, you just need to let us know, and then I'll ask the question in a different way or try to rephrase it. Okay?

A Yes.

Q Likewise, if you answer the question, then I'm just going to assume that you understood the question. Okay?

A Yes.

Q Nobody wants you to guess or speculate about an answer. If you know the information, go ahead and share that with us. If it means that we might have to look at some of the documents in that box to get the answer, we can do that. But if the information's available, we can get it. Okay? But nobody wants you to guess or speculate. Okay?

A Yes.

09:10 Q When the deposition's done, this court reporter here is going to type it up into a booklet. It will contain all of the questions and all of the answers. And you're given the opportunity to review that for accuracy. You also can make changes or corrections in the deposition transcript if, you know, something was transcribed wrong, or you didn't like what that answer was or whatever. You can change it for any reason. But what's important for me to share with you is that, if you change an answer, and it's an important answer, and this case goes to trial, I'll be able to comment on that at the time of trial, and that could be embarrassing to you and damaging to your credibility and potentially obviously have an adverse impact on Suzuki because it will look like under oath today you testified one way, and then at the time of trial, you testified another way.

09:12 Do you understand?

09:12 A Yes.

09:12 Q Okay.

09:13 Are you able to give us your best testimony today?

09:13 A Yes.

09:13 Q If you need to talk to Mrs. Schweitzer or any of the representatives that are here, you just let us know. Okay?

09:13 A Yes.

09:13 Q Okay.

09:13 Did you look at any documents to prepare to come and

give testimony today?

A Yes.

Q Can you describe for us what documents you looked at?

A I reviewed some of the documents concerning this case including minutes of some meetings, test reports, and planning documents.

THE REPORTER: I'm sorry was that "test reports"?

THE INTERPRETER: Yeah, the second one.

Q BY MR. ORAN: And -- hold on one second. Are those all the documents that are in there?

MS. SCHWEITZER: Yes.

MR. ORAN: Okay.

Q Do you know why you looked at those documents?

A Yes.

Q Why?

A That was because it was necessary for me to review them in order to testify for this case.

Q Have you ever seen the vehicles that were involved in the accident that brings us together?

A I have never seen the vehicle. However, I have seen the photos.

Q Okay.

And did you look at those photographs to prepare for the deposition today?

09:16 A Yes.
09:16 Q Do you know who took those photographs?
09:16 A I don't know that well.
09:16 Q Did the photographs show the Honda and the Suzuki?
09:16 A Are you asking me if those photos showed both the Suzuki vehicle as well as Honda vehicle?
09:16 Q Yes.
09:17 A Yes.
09:17 Q Did you look at any computer simulations with respect to how this accident happened?
09:17 A I'm not quite sure what you mean in your question. Would you like to be more specific?
09:17 Q Well, do you know if anybody's tried to recreate this accident with a computer program?
09:18 A I don't know that anybody tried to recreate this accident.
09:18 Q So you've looked at photographs. You've looked at the planning documents. You've looked at test reports. You've looked at minutes of meetings to prepare for the deposition.
09:18 MS. SCHWEITZER: I think we've got some confusion here.
09:18 MR. ORAN: Okay. I can clear it up.
09:18 MS. SCHWEITZER: I'm not aware of any meeting minutes unless I'm forgetting something that's in the box but --
09:19 THE WITNESS: I would like to correct myself with respect

to the term I used "minutes of the meetings." I looked for them, but that was the meaning that I used the term.

09:19 Q BY MR. ORAN: Okay. Thank you.

09:19 So are there minutes of meetings where the fuel system or fuel tank location was discussed?

09:20 A No, there are not.

09:20 Q There were meetings at Suzuki about fuel tank location and fuel system integrity; correct?

09:20 A Yes.

09:20 Q Are minutes kept -- strike that.

09:20 Are minutes or other types of notes kept of those meetings?

09:20 A Yes.

09:20 Q And has that been the practice at SMC since you started working there -- to keep notes and minutes?

09:21 A No, that's not the case. They are made. However, in accordance with the document policy that we have, when the development is completed, those documents are disposed of.

09:22 Q How long has that document policy been in effect at SMC?

09:23 A Around 1998 we had the new document retention policy according to which each department and each group had the right to determine what their retention policy would be. On the basis of our document retention policy, each group decides how long a document should be kept. What we do in

our group is that we review documents that we have twice a year, and depending on the substance of the documents, we decide whether we dispose of them or we keep them.

09:24 Q Because I know that earlier in the deposition you said that you looked for minutes of meetings. Do you remember that?

09:24 A Yes.

09:24 Q What made you -- was it -- strike that.

09:24 Was there anything in particular that made you believe that the minutes of the meetings still existed?

09:25 A As I testified already, we have our own document retention policy. And our group leader judges as to whether the certain documents should be kept or not. So I thought there might be some possibility that we had still those documents. That was the reason why I looked for them.

09:26 Q Are there any minutes of any meetings at all with regards to fuel tank location or fuel system integrity at SMC for any model year vehicle?

09:26 MS. SCHWEITZER: I'm going to object. That's way -- way beyond the scope of the deposition notice. But he can answer if he knows.

09:27 THE WITNESS: It is possible that there are some. However, I did not review them for this case; so I don't really know.

09:27 Q BY MR. ORAN: We're going to talk -- let me back up

for a minute, just make sure I remember what was shared with me.

09:27 You're here with respect to the design issues; correct?

09:27 A Yes.

09:27 Q Okay.

09:27 And I'm sure you're aware of the fact that at some point in time during this deposition we're going to talk about the 2007 Suzuki Grand Vitara and the fact that the tank is under the rear seats.

09:28 A Yes.

09:28 Q How about -- there must have been a meeting at some point in time where it was discussed that the tank is going to be moved to under the rear seats. Would there be minutes of those meetings?

09:28 A I think there is a possibility. However, for this deposition I did not look into that that far, and therefore, I don't know.

09:29 Q So when you looked for minutes of meetings, what specifically did you look for in terms of documents and in terms of time period?

09:30 A There is a place where the documents of the automotive body design are kept, and that's where I looked. As for what I looked for, Y8W is the development code of the vehicle involved in this case, and I looked for documents

that might have been generated during the development of this Y8W. That means documents around 1999, the early stage of the development.

09:31 MS. SCHWEITZER: Let's just clarify. We did look for --

09:31 MR. ORAN: I believe you.

09:31 MS. SCHWEITZER: -- minute meetings of the YT4, which is the new model, and we don't have those. What we do have are these planning documents that were produced that explain the reasons why the -- of the change of location of the fuel tank. That would be contained in the explanation of specifications and in -- there's also, I think, the planning department -- a planning document in there. So we were unable to locate any minutes of meetings relating to fuel tank location, either the Y8W or the YT4, which is the development code of the new model. But the documents that we could find that discuss the change in the location underneath the rear seats are in that box.

09:32 MR. ORAN: Okay.

09:32 MS. SCHWEITZER: Okay?

09:32 MR. ORAN: All right.

09:32 MS. SCHWEITZER: To short circuit a whole lot of questions here.

09:32 MR. ORAN: Yeah.

09:32 Q That happens, you know. It's, like, because of the nature of this process, I have to ask questions, and you have

to answer them when a lot of times if we could just have a conversation, it might go easier.

09:33 Have you ever had to sit for a deposition before?

09:33 A No, I have not.

09:33 Q Okay.

09:33 You've been kind enough to bring your resume with you, and we're going to mark that as an exhibit and attach it to the deposition as Exhibit 1.

09:34 (Plaintiffs' Exhibit 1 was marked for identification by the Reporter.)

09:34 Q BY MR. ORAN: And on the bottom of it it has a date of May 10th, 2007; so I'm assuming that it's current as of today.

09:34 A Yes.

09:34 Q Okay.

09:35 What I want to do now just for a minute is I want to talk to Mrs. Schweitzer and just kind of get an idea of what categories from this Notice of Taking Deposition you're going to address. So if you'd just excuse us just for a second so -- okay. So we can go off the record for a second.

09:35 THE VIDEOGRAPHER: We are off the record. The time is 9:37 A.M.

09:37 (Discussion held off the record.)

09:38 THE VIDEOGRAPHER: We are back on the record. The time is 9:40 A.M.

09:38 Q BY MR. ORAN: You've kindly come here today as the person most knowledgeable with regards to design issues and the placement of the fuel tank in the XL7 and other Suzuki vehicles. Are you the person from SMC most knowledgeable about these issues?

09:39 A Yes.

09:39 Q Okay.

09:39 Are you the person that makes the final decision as to where the tank is going to be placed in an SUV?

09:40 A As far as the location of the fuel tank is concerned -- various departments and groups including our engineering design experiment and analysis departments -- we all come together and hold meetings and decide on the most appropriate location.

09:40 Q Because basically the -- everything with regards to the chassis and the tank, the suspension all has to be integrated together; right?

09:41 A I'm not quite sure what you mean when you say everything has to be integrated together.

09:41 Q I'll come at that another way.

09:41 You understand that the vehicle involved in this accident is an XL7; correct?

09:41 A Yes.

09:41 Q Okay.

09:42 And its production name is the Y8W?

09:42 MS. SCHWEITZER: Development code.

09:42 MR. ORAN: Development code?

09:42 THE WITNESS: It is the development code.

09:42 Q BY MR. ORAN: Okay.

09:42 Is there any other name for the platform of the vehicle? For example, Mustangs -- Ford Mustangs are -- for many, many years were built on what's called a Fox platform. I was wondering if there's anything similar for the Y8W.

09:43 A I'm not quite sure of the gist of your question; so let me ask you. Are you asking the name for the platform itself?

09:43 Q Yes.

09:43 A I don't think there is any specific name to call this platform except that it has the ladder frame structure; so sometimes we call it ladder frame.

09:44 MS. SCHWEITZER: L-a-d-d-e-r.

09:44 MR. ORAN: Okay.

09:44 Q Before the XL7, was there a J series of SUV's?

09:44 A Although J series is not used internally at Suzuki, I'm aware sometimes the vehicles got called as J.

09:45 MS. SCHWEITZER: Can we go off the record for a minute?

09:45 MR. ORAN: Sure.

09:45 THE VIDEOGRAPHER: We are off the record. The time is 9:46 A.M.

09:47 (Discussion held off the record.)

09:47 THE VIDEOGRAPHER: We are back on the record. The time is 9:49 A.M.

09:47 Q BY MR. ORAN: Were you involved in any way in the development of the YH4?

09:48 A The answer is yes. Although I was not directly handling the development of YH4, I was within the same group. And as a person who has a lot of expertise on the fuel tank-related issues, I was in a position of giving advice.

09:49 Q I know I have your CV, but can you share with us what you believe your fields of expertise are with regards to design?

09:49 A I am handling the area engineering design of fuel tank systems.

09:49 Q And as part of your background over the years have you reviewed fuel tank systems in other vehicles?

09:50 MS. SCHWEITZER: And by that you mean of vehicles from other manufacturers?

09:50 MR. ORAN: Yes.

09:50 THE WITNESS: Yes, I have taken a look at vehicles of other manufacturers.

09:50 Q BY MR. ORAN: Have you looked at fuel tank systems in all their types of vehicles or just in SUV-type vehicles?

09:51 A Well, I am sure there are different categories of vehicles, and it isn't that I looked at all of them.

09:51 Q Well, for example -- well, let me ask you this

question. Strike that.

09:51 Does SMC have a database of articles and research, literature about fuel tank safety and fuel tank location?

09:52 A Although it is not an official database, we do have some text materials concerning the location of the fuel tanks when we did some studying at the design department or other departments.

09:52 Q And when you say "text materials," can you tell us more specifically what text materials are at the design department?

09:53 A Well, materials, for example, concerning location of the fuel tanks including photos.

09:53 Q Photos of other vehicles?

09:53 A That's correct.

09:53 Q And when I mean "text materials," I'm talking about articles from -- well, I saw that -- on your CV that you're a member of the Society of Automotive Engineers of Japan, Inc. Do you have articles from that society about fuel tank location and safety?

09:54 A Well, as far as JSAE documents are concerned, for example, some might be kept at the library.

09:54 Q Let's say that I wanted to know what text materials you have at SMC about fuel tank location, and I wanted to send a request for that. What would I ask for?

09:55 A I'm sorry. I don't quite get the gist of your

question. Would you like to elaborate on it?

09:55 Q You shared with us that there are some text materials at SMC about fuel tank systems, fuel tank location. Do you remember that?

09:56 THE INTERPRETER: Interpreter correction. The word the witness used was "shiryo" to which no one-to-one English translation exists. So "materials" would have been better.

09:56 MR. ORAN: Okay.

09:57 THE INTERPRETER: The witness said as follows: "I said 'materials,' and I meant photographs and things like that, and I did not really mean texts.

09:57 Q BY MR. ORAN: All right. Let me try it this way: Are you aware of studies -- published studies -- that have been done by either the National Highway Transportation Safety Board or other automotive manufacturers or other people in the industry that deal with fuel tank location and fuel tank safety?

09:58 A I would imagine there are. However, I did not -- I have not reviewed specifically any one of them.

09:58 Q Ever?

09:58 A I would not say ever. As far as fuel tank location is concerned, I have not reviewed official studies, let's say, done by NHTSA, but I have reviewed more general ones.

09:59 Q And when you say "more general ones," can you tell us what you mean by that?

09:59 A Well, I reviewed, for example, newspaper articles on accidents of other manufacturers' vehicles, which had fuel-fed fire.

10:00 Q Any other general material?

10:00 A Those are the ones that I could think of as I sit here today.

10:00 Q Do you have copies of these articles?

10:00 A Well, I would imagine -- I would imagine that there may be some at Suzuki headquarters. Having said that, not officially stored but personally stored.

10:01 Q Are you aware of any studies done by Ford or General Motors or any other automotive manufacturer about fuel tank location and safety?

10:01 A When you say "studies," what do you mean by that?

10:01 Q What I mean by "studies" is where any other automotive manufacturer, whether it's Ford, Chrysler, General Motors, whatever -- where they've actually sat down and done a study about where to put the gas tank in a vehicle.

10:02 A I am not aware of any specific studies like that.

10:02 Q When the decision's made as to where to put the gas tank in, for example, the Y8W, do you look at what other companies are doing with similar type vehicles?

10:03 A Yes, we looked at what other manufacturers were doing.

10:03 Q Which ones?

10:03 A Vehicles such as Toyota, Honda, and GM.

10:03 Q Okay.

10:04 Where was the fuel tank in the YH4?

10:04 A For YH4 the fuel tank is located in the rear of the rear axle.

10:04 Q Were you involved in the decision making to place the fuel tank in the rear at the rear axle?

10:05 A Although at that time I was not directly involved with 8W development, as I was in the same group, I was in the position of giving advice.

10:05 Q Okay.

10:05 So just so I'm clear, in the YH4 the fuel tank is located behind the bumper but before the rear axle?

10:05 MS. SCHWEITZER: Behind the bumper? What direction are you heading?

10:05 MR. ORAN: All right. So let's say -- all right. Not very clear. I apologize.

10:06 Q Let's say we're looking at the back. We're standing, and we're looking at the back of a YH4. Okay? You've got a bumper. Then you have the gas tank. Then you have the rear axle; correct?

10:06 A Yes, that's correct.

10:07 Q Okay.

10:07 Do you know -- I mean, we can always go find one and measure it, but do you know how far the bumper is to the gas

tank in terms of inches?

MS. SCHWEITZER: In which vehicle?

MR. ORAN: The YH4.

THE WITNESS: Are you asking what the distance is between those two?

Q BY MR. ORAN: Yes.

A I would like to check a relevant document because I would not know specifically.

Q Okay.

Do you know if, during the development of the YH4, there was ever any consideration given to putting the tank in any other location?

A Yes. Since YH4 was a new model that we wanted to develop, we discussed different options as to the location of the fuel tank, taking into consideration such factors as the tank capacity, the suspension, the passenger compartment, and other components surrounding the fuel tank.

Q What other locations did you consider?

A We discussed locating it in front of the rear axle as well.

Q Were any prototypes prepared of the YH4 with the tank in front of the rear axle?

A No, we did not.

Q Were any drawings made?

A We did not.

10:10 Q You told me before that, when you would look at other vehicle manufacturers, you'd look at GM, Honda, and Toyota. What specific vehicles would you look at with regards to fuel tank location?

10:10 MS. SCHWEITZER: When are you talking? What point in time?

10:10 MR. ORAN: All right.

10:10 Q With regards to the YH4, did you look at other vehicles to see where they were putting the fuel tank?

10:11 A Yes.

10:11 Q What vehicles?

10:11 A Are you asking the manufacturer's name or vehicle name?

10:11 Q Both.

10:11 A Toyota's Prado -- this is a Japanese name; so I don't know how it is called in the United States -- and RAV4.

May I continue?

10:12 Q Yes.

10:12 A Honda's CRV as well as Jeep Cherokee Wrangler. Those are the models.

10:12 Q And when you looked at those cars to see where they were placing the tank, did you do any study to determine the number of post-collision fuel-fed fires these vehicles had been in?

10:13 A I'm sorry. I didn't quite understand your question.

Would you like to elaborate on that?

10:13 Q You shared with us that you looked at some vehicles -- and you've told us the actual names including the Jeep Cherokee Wrangler, RAV4, the Honda CRV -- to see where the gas tank was located. My question is did you look -- strike that.

10:13 Did you do any study to see if these vehicles had been in any post-collision fuel-fed fires?

10:15 A A study of that kind, we did not do that.

10:15 Q Let me come back to this in just a second.

10:15 In the YH4 there was some underbody protection for the fuel tank; correct?

10:16 A I don't really know what underbody protection is. Is that Suzuki's off-the-shelf name?

10:16 Q No. No, it's not. But I understand that on the YH4 and on the Y8W there was some sort of shield that protected the underside of the tank. Do you understand what I'm talking about?

10:17 A Are you talking about the shield that covers the tank?

10:17 Q Well, I think we are almost talking about the same thing, but does that shield cover the whole tank, or does it only cover the underside of the tank?

10:18 A I'm talking about the component that covers the front bottom sides --

10:18 THE INTERPRETER: Interpreter correction: "The left side and the backside of the fuel tank."

10:18 Q BY MR. ORAN: Did the YH4 have a shield over the fuel tank?

10:19 A I'm not quite sure what you mean in your question; so let me confirm. What do you mean by the protector over the fuel tank?

10:19 Q Did the YH4 -- did I use the word "over"?

10:19 MS. SCHWEITZER: You did.

10:19 MR. ORAN: All right.

10:19 Q Did the YH4 have a shield under the fuel tank to protect it?

10:19 A What do you mean when you say "to protect it"?

10:19 Q Did the YH4 have a shield on the fuel tank? In fact, I'm striking that.

10:20 Did the YH4 have a shield under the fuel tank?

10:20 A The component that we perhaps are both referring to, may I call that fuel tank protector to make clear?

10:20 Q Yes.

10:20 A It does have the fuel tank protector. The purpose of this protector is to protect the tank from the pebbles that may jump up from the ground the fuel tank may touch and to insulate from the heat that may be generated from the muffler.

10:21 Q And -- so one of the purposes of the fuel tank

protector was to protect the tank from sharp objects that may get kicked up and hit the tank while the car's being driven?

10:22 A The purpose is to protect it from pebbles that may be kicked up or comes from the front and protect the fuel tank from the touching -- from touching the ground on bumpy, rough road, which is not the ordinary road.

10:22 Q Well, why is it important to protect the fuel tank from pebbles that may jump up from the road?

10:23 A The fuel tank is an important component for storing fuel, and thus, it should not experience rust for a long period of time, and therefore, we paint the fuel tank.

10:23 Let me continue.

10:24 When the pebbles are kicked up and hit the fuel tank, the paint may come off, and rust may start from where the paint had peeled off. In order to protect the fuel tank from such, we put the protector.

10:24 Q Is one of the other reasons for the fuel tank protector to protect the tank from sharp objects that may get kicked up? For example, you're going down the highway, and the front wheels hit something, and they get kicked up under the car, and they clang, and they make all that noise. Is one of the reasons of the fuel tank protector to protect the tank from getting hit from sharp objects that are on the road?

10:25 A What do you mean by "sharp objects"? What

specifically?

10:25 Q Rocks, pieces of metal, sharp pieces of plastic, glass.

10:26 A The protector is there in order to protect the fuel tank in general from whatever may be on the road or on the ground be it sharp or not.

10:26 Q Right.

10:26 Because the reason that that's an important safety feature is because you don't want a sharp object to potentially hit the tank and puncture the tank; right?

10:27 A You mentioned it is a safety feature, and we don't want sharp objects hitting the tank and making a hole. I'm not quite sure. Would you like to be more specific?

10:28 Q Is the fuel tank protector a safety feature?

10:28 A As far as the fuel tank protector is concerned, we consider that component to function in general to protect the fuel tank from pebbles and touching the ground. If you're referring to protecting the fuel tank from a crash situation, we don't consider that component its role.

10:28 Q I'm not talking about crashes right now. We'll get to crashes in a minute.

10:28 MR. ORAN: Can I just have my question read back.

10:28 And if you could please translate it again.

10:28 ///

10:28 ///

10:29 (Whereby the question was read by the reporter as follows:

"Q Is the fuel tank protector a safety feature?")

THE WITNESS: What do you mean by "safety feature"? Would you like to define that?

10:29 Q BY MR. ORAN: The term "fuel tank protector," that's the term that SMC uses to describe the shield that's underneath the tank; correct?

10:30 A Yes, as a component name that is the term we use.

10:30 Q And what you're trying to do with the fuel tank protector besides insulate from heat and keep the tank from scraping the ground and maybe causing rust is -- one of the other reasons for that fuel tank protector is to protect the tank from getting hit by sharp objects on the road; correct?

10:31 A Well, if I may use a general description, I believe it is to prevent the fuel tank touching something on the ground when the protector -- touching the ground. In that sense it is a protector.

10:32 Q Isn't it true that one of the things that the fuel tank protector does is protect the tank -- the underside of the tank -- from being punctured or ruptured by sharp objects on the road?

10:33 A I'm very sorry, but the way it was translated I couldn't understand the Japanese very well, and that's a question. Would you like to repeat that?

10:33 Q All right.

10:33 One of the purposes of the fuel tank protector is to protect the tank from being punctured or ruptured by sharp objects that are on the road; correct?

10:34 A I have been saying that in general the purpose of the fuel tank protector is to protect or to prevent the fuel tank to become deformed, for example, by touching the ground or touching something that is on the ground.

10:34 Q I understand what you said, but my question is this: Is one of the other reasons for the fuel tank protector to protect the tank from being punctured or ruptured by sharp objects that are on the road?

10:36 A I have already stated the purpose of the fuel tank protector. We also carry out various tests at Suzuki, and we hear what happens on the market, but I have not heard such sharp objects that you mentioned hitting the fuel tank.

10:36 Q Do you think that the reason that you haven't heard of sharp objects hitting the fuel tank is because of the fuel tank protector?

10:37 A I'm sorry. I couldn't quite understand your question. Would you like to be more specific?

10:37 Q Right. Okay.

10:37 We know that you have a fuel tank; correct?

10:37 A Yes.

10:37 Q All right.

10:37 And obviously the fuel tank contains the gasoline; correct?

A Yes.

10:37 Q And in terms of safety, one of the things you don't want to have is the gas tank be ruptured or punctured; correct?

10:38 A Yes.

10:38 Q And the reason is because, if the gas tank ruptures or punctures, you're going to have a fire; correct?

10:38 A I believe there is a possibility that fuel leak would lead to fire.

10:38 Q It's more than a possibility. It's a probability. It's a likelihood that that's going to occur; correct?

10:39 A Although I don't know much about such statistics, I said that because I thought there may be cases when a leakage is very minor.

10:39 Q Okay.

10:39 But you've heard of cases where there's been fuel leakage, and then there's been a fire where someone's either been seriously burned or burned to death; correct?

10:39 A Yes.

10:39 Q And so -- and you know that those fires can move very quickly; correct?

10:40 A What do you mean that the fire could spread quickly?

10:40 Q That's exactly what I mean -- that they can spread

in a matter of seconds.

A Well, I don't know specifically whether the fire spreads quickly or not, but I do recognize there may be fire.

Q Right.

And your job is to protect that tank so that you eliminate the likelihood of fire; correct?

MS. SCHWEITZER: I'm going to object. How do you eliminate a likelihood? It's vague.

Q BY MR. ORAN: Your job is to try to prevent that tank from being punctured or ruptured and causing a fire; correct?

A Yes.

Q So now, one of the ways that you can eliminate the risk of fire is with this fuel tank protector on the underside of the fuel tank; correct?

MS. SCHWEITZER: Object. Calls for speculation. It's completely unfounded in reality. You can eliminate a risk?

MR. ORAN: All right.

MS. SCHWEITZER: How do you do that?

MR. ORAN: What you're saying is the question's vague and ambiguous. Let me just rephrase it.

Q You don't want -- strike that.

When you put the fuel tank in the vehicle, the idea is to not have sharp objects puncture or rupture the tank; correct?

10:43 A I'm not sure about the sharp objects. However, I do believe it is important to prevent fuel tank being ruptured or something like that.

10:43 Q Right.

10:43 And one of the ways a fuel tank can be ruptured is by sharp objects coming into contact with the tank; correct?

10:44 A There may be different cases of rupture. However, as one of such cases I do recognize that the fuel tank comes in contact with a sharp object and gets punctured.

10:44 Q Right.

10:44 So one of the things that the fuel tank protector does is it prevents the underside of the tank from coming into contact with sharp objects; correct?

10:45 A As I have testified many times already, the fuel tank protector is installed to prevent deformation of the fuel tank for various reasons, for example, and that may include sharp objects.

10:45 Q And the reason that that's an important safety feature -- the fuel tank protector is an important safety feature is so there's not a rupture or a puncture of the tank that leads to a fuel-fed fire; correct?

10:46 MS. SCHWEITZER: While driving down the road? Objection. Your question's vague.

10:46 MR. ORAN: Well, no. No.

10:46 Just read that back, and I'll rephrase it. I got

lost now.

(Whereby the question was read by the reporter as follows:

"Q And the reason that that's an important safety feature -- the fuel tank protector is an important safety feature is so there's not a rupture or a puncture of the tank that leads to a fuel-fed fire; correct?")

MR. ORAN: All right.

Q And so the reason the fuel tank protector is an important safety feature is so that there isn't a rupture or a puncture of the underside of the fuel tank.

MS. SCHWEITZER: Objection. Vague. When? When somebody impacts it at 60 miles per hour, or when you're driving down the road?

Q BY MR. ORAN: For all the reasons we've talked about today, do you agree with me that the fuel tank protector is an important safety feature to protect the underside of the tank?

MS. SCHWEITZER: Objection. Vague. Ambiguous.

Q BY MR. ORAN: Go ahead.

A As far as the fuel tank protector is concerned, its purpose is as I mentioned a few times. It's threefold. One is to protect the fuel tank from pebbles that get kicked up, protect it from scraping the ground, and insulate it from

exhaust-related heat. As far as scraping the ground is concerned, we don't want the fuel tank to deform itself when it contacts the ground. I believe that is the component that has those functions.

10:49 Q Okay. But my point's still the same. The reason you don't want it to scrape the ground is because you know that that can deform the tank and cause a leak or a puncture or a rupture; right?

10:50 A Well, let's say if the fuel tank is deformed a little bit on the side, then the paint may come off, or it may affect adversely other components. For example, the fuel pump may not function well.

10:51 Q Isn't it -- we'll take a break. We'll argue about this when we come back.

10:51 THE VIDEOGRAPHER: We are off the record. The time is 10:52 A.M. This is the end of tape No. 1. Thank you.

11:01 (Recess taken.)

11:01 THE VIDEOGRAPHER: We are back on the record. This is the start -- sorry. We are back on the record. This is the start of tape No. 2. The time is 11:03 A.M.

11:01 Q BY MR. ORAN: Do you agree that, if the tank in the YH4 or the Y8W or the YT4 -- any of them -- if that scrapes the ground, there is a potential for the tank to be ruptured or punctured or leak?

11:02 A I don't agree with that scraping the ground will

result in rupture or something like that.

Q As part of your background and training and your education and your knowledge, did you learn that, if a fuel tank scrapes the ground, that there's the possibility or the potential for it to rupture or leak?

MS. SCHWEITZER: Isn't that the same question you just asked?

MR. ORAN: No.

THE WITNESS: What I'm saying is that there is no possibility for rupture to occur as a result of touching the ground.

Q BY MR. ORAN: How come?

A The reason why I say that is because as I already mentioned no such incidence has occurred on the market. And the tank may hit the ground, but that leads to slight damages like deforming a little.

Q All right. Let me try it this way: The fuel tank protector carried over from the YH4 to the Y8W; correct?

A As far as the protector is concerned, same is used for YH4 and Y8W. It's a carryover.

Q And did it carry over to the YT4 as well?

A No, it was not carried over. It's a different component.

Q Is there a similar fuel tank protector on the YT4 like the one that was on the Y8W?

11:06 A YT4 has a different configuration of a protector than Y8W.

11:06 Q Can you briefly tell us why it's different?

11:06 MS. SCHWEITZER: Why or how?

11:07 MR. ORAN: How.

11:07 THE WITNESS: As I testified already, the purpose of the protector for Y8W is threefold: To protect it from the pebbles that may kick up, protect it scraping the ground, and to insulate it from heat. Because of its tank location, which is behind the rear axle, the fuel tank has to be protected from pebbles and scraping the ground.

11:08 Q BY MR. ORAN: Why? Why?

11:08 MS. SCHWEITZER: I don't think he was finished.

11:08 Q BY MR. ORAN: Oh. I'm sorry.

11:09 A May I continue?

11:09 On the other hand, because the fuel tank is located in the front of the rear axle for YT4, the purpose of fuel tank protector is limited to heat insulation. That is because the location does not necessitate protection from pebbles and touching the ground.

11:09 Q Okay. So let me ask you this: As part of your background and your education and your training and experience, have you learned that one of your responsibilities as a fuel tank design engineer is to protect the tank from puncture, rupture, and leaks?

11:10 A Yes.

11:10 Q In what ways have you learned to protect the tank from puncture, rupture, or leak?

11:11 A I have learned to design the structure to protect the tank with structural members such as frame rails and cross members in order to protect the fuel tank itself from being damaged.

11:12 Q Have you learned that the safest place for the fuel tank is under the rear seat?

11:13 A I have not learned that. Regardless of the location of the fuel tank, be it under the rear seat or behind the rear axle, the important thing is to protect the fuel tank with structural members surrounding the fuel tank.

11:13 Q And the reason that you put these structural members around the fuel tank is to prevent deformation in a crash; right?

11:13 A That's correct, to prevent the deformation of the fuel tank.

11:13 Q But when you have a crash -- a rear-end crash -- you want the tank to deform somewhat, don't you?

11:14 A We don't want necessarily the tank to deform to some extent. What's important is to protect the fuel tank in an appropriate manner.

11:14 Q What's important is to make sure that that fuel tank doesn't get punctured or ruptured; correct?

11:14 A Yes, that's correct.

11:14 Q And in fact, in terms of fuel tank location, is that the most important consideration -- to prevent the tank from being ruptured or punctured?

11:15 A Yes, it is.

11:15 Q And the type of things that can rupture or puncture a fuel tank include sharp objects that get kicked up from the road; correct?

11:16 A I believe there may be possibilities that, if a sharp object hits the tank, it may lead to a rupture.

11:16 Q And, now, that fuel tank protector is not designed to protect the tank in a rear-end collision; correct?

11:16 A Yes, that's correct.

11:17 Q Does Suzuki Motor Corporation have any fuel system design guidelines?

11:17 MS. SCHWEITZER: You're talking about that's a written document?

11:17 MR. ORAN: Yeah.

11:17 THE WITNESS: When are you talking about? Are you talking about the time for the development of 8W?

11:17 Q BY MR. ORAN: Oh. Thank you. But let's even go back earlier to YH4. Let me ask the question.

11:17 Does Suzuki Motor Corporation have any fuel system design guidelines for the YH4?

11:18 MS. SCHWEITZER: Objection. Objection. Vague.

11:18 But you can answer the question.

11:18 THE WITNESS: At the time of YH4, documented design standards like SES -- S-E-S -- did not exist.

11:19 Q BY MR. ORAN: Did they exist for the Y8W?

11:19 A No. The same.

11:19 Q Do they exist for the YT4?

11:19 THE INTERPRETER: YT4?

11:19 MR. ORAN: T.

11:19 THE WITNESS: We do have the design standards now. However, when they were drafted, it was about the time of T4 development; so I'm not quite sure how the timing was.

11:20 Q BY MR. ORAN: So did Suzuki Motor Corporation have any fuel system or fuel tank location design guidelines at any time before 2005?

11:20 MS. SCHWEITZER: And just to be clear, you're talking about internal written guidelines as opposed to FMVSS and stuff like that?

11:20 MR. ORAN: Right.

11:21 MS. SCHWEITZER: Okay.

11:21 THE WITNESS: Although we did not have official guidelines as internal materials, we had guidelines as to what designs we ought to do. Having said that, I would like to correct my statement a little. Is that all right?

11:22 Q BY MR. ORAN: Yes.

11:22 A We have had design standards for a long time. It

was -- although I wasn't sure, as I said, exactly when, sometime around 2005 or 2006, we revised the design standards we had.

11:22 Q So did you have fuel system design standards for the Y8W?

11:22 A Yes. I'm sorry. We had them.

11:23 Q Do you -- does SMC still have them?

11:23 A I think so.

11:23 Q And in those fuel system design standards, do they discuss fuel system integrity? fuel system safety? fuel tank location? issues like that?

11:23 A Although I am not that certain unless I check the standards, to the best of my recollection there are no descriptions of such.

11:24 Q Well, what are the fuel system design standards about?

11:24 A There are descriptions of basic design methods and improvements of the issues that had occurred in the past.

11:25 Q If I use the phrase "known impact areas," do you understand that phrase?

11:25 A No, I don't.

11:25 Q Do you -- okay. Let me ask this: The Y8W was built on a ladder frame; correct?

11:25 A Yes, that's right.

11:26 Q And the -- do you know if the Toyota, whose name of

the vehicle was in Japanese -- do you know if that vehicle is built on a ladder frame?

11:26 A I don't have a clear recollection of that.

11:26 Q Do you know if the RAV4 is built on a ladder frame?

11:26 A It does not have the ladder frame.

11:26 Q Does the Honda CRV have the ladder frame?

11:27 A No, it does not, I don't think.

11:27 Q Of all the vehicles that you mentioned, am I correct that the Jeep Cherokee Wrangler is the only one that had the ladder frame?

11:27 A Well, I looked at those photos in order to locate the fuel tank, and thus I don't have a clear recollection.

11:27 Q So as you sit here today, you don't know whether the Jeep Cherokee Wrangler pre-2000 was built on a ladder frame?

11:28 A What I'm saying is I did check on that earlier, but as I sit here today, I do not recall clearly.

11:29 Q Was the Jeep Cherokee Wrangler ladder frame the model for the ladder frame that you used in the Y8W?

11:29 A I'm sorry. I didn't quite hear the translation. Would you like to repeat that?

11:29 Q Was the Jeep Cherokee Wrangler ladder frame the model or the idea that you used for the frame in the Y8W?

11:30 A The answer is no. We had the tradition of vehicles using that ladder frame even before YH4; so we used those vehicles as the basis for the development of YH4.

11:31 Q Of other Suzuki vehicles?

11:31 A That's correct.

11:31 Q What other Suzuki vehicles -- strike that.

11:31 Did any other Suzuki -- let me try one more time.

What other Suzuki vehicles used the ladder frame?

11:31 MS. SCHWEITZER: I'm going to object. It's overbroad and not limited to the scope of the deposition.

11:31 But you can answer.

11:32 THE WITNESS: Sidekick, which was a model developed before YH4, and models with the development codes of YR6 and R7, although not sold in the United States, fit the category.

11:32 Q BY MR. ORAN: Did each of those vehicles have the tank located in front of the rear axle? You know, in between the bumper and the rear axle. Let me try it this way: Did each of those vehicles have the tank located between the bumper and the rear axle?

11:33 A The Sidekick had the fuel tank between the bumper and the rear axle, and YR6, R7 had the fuel tank in front of the rear axle.

11:34 Q Were the YR6s and the YR7s -- strike that.

11:35 What type of vehicle were the YR6s and the YR7s?

11:35 A YR6 and R7 were developed on the basis of what the Japanese regulation calls mini vehicles, which means that the total length of the vehicle is limited to thirty-four hundred millimeters. Because of this limitation, it was difficult to

place the fuel tank in the back of the rear axle, and it was decided to put the fuel tank in the front.

11:36 Q Are the YR6s and the YR7s still distributed?

11:36 A Yes, we still produce these models.

11:36 If I may add, YR6 is sold only in Japan. YR7 is sold both in Japan as well as overseas. Having said that, though, it is still based on the limited total length of the vehicle -- thirty-four hundred millimeters -- although it is extended a little bit with the bumpers. I'm talking about the export model of YR7.

11:37 Q But the point is that the YR6 and the YR7 are built on a ladder frame; correct?

11:37 A Yes, that's right.

11:37 Q The same frame that you used in the Sidekick and the YH4 and the Y8W; correct?

11:38 A Not exactly the same, but in a sense they are all called the ladder frame. It's the same.

11:38 Q What year was the YR6 and the YR7 first developed?

11:38 MS. SCHWEITZER: You know what? I've given you some leeway about this. Can you identify where in your depo notice this relates to?

11:38 MR. ORAN: I probably can't, but I can identify that on page 2 of the deposition notice at line 17 through 19 it says, "If a 'person most qualified to know' deposition is being taken, said person will be questioned on all subjects

relevant to this case and not just the subjects designated below."

11:38 MS. SCHWEITZER: Well, that's -- you might say that, but that's not what the code provides. So I'll let you ask one more question on this, and then you need to move on.

11:39 I don't remember what the original question is.

11:39 Q BY MR. ORAN: All I wanted to know is really simple. What year was the YR6 and the YR7 -- strike that.

What year did the YR6 and the YR7 begin development?

11:40 A I'm not sure exactly when. I believe it was before 1998 maybe by a few years, but I don't really know.

11:40 Q All right.

11:41 When the decision was made to develop the Y8W -- strike that.

11:41 Is the Y8W an SUV?

11:41 A Yes, it is.

11:41 Q And when the decision was made to develop the Y8W, did you look to see where Ford and Chrysler and General Motors and Volvo and Mercedes were placing the gas tanks in their SUVs?

11:41 MS. SCHWEITZER: Objection. Compound.

11:41 MR. ORAN: Let me break it down.

11:41 Q When the decision was made to develop the Y8W, did you look to see where Ford was putting the gas tank in its SUVs?

11:43 A We don't know exactly because we don't have any records of that -- looking into other car manufacturers. What I can say is in general we looked at other manufacturers' vehicles.

11:43 THE INTERPRETER: The interpreter wanted to find out whether he said "record" or "recollection," and he said it's the record.

11:43 Q BY MR. ORAN: Did you learn that with the exception, basically, of the Jeep Grand Cherokee that the Ford Explorer and the Volvo and the Mercedes and everything else -- that all the tanks were located towards the rear seat?

11:44 A I was aware that some vehicles carried the fuel tank under the rear passenger seat. However, I was not aware that all the vehicles did.

11:44 Q Which ones were you aware of that carried the fuel tank under the rear passenger's seat at the time you were developing the Y8W?

11:45 A I am aware that Toyota's RAV4 and Honda CRV had the fuel tank there.

11:45 Q Under the rear passenger seat?

11:45 A Yes.

11:45 Q At the time you were developing the Y8W and thinking about where to place the fuel tank, did you give consideration to putting the fuel tank -- at the time that you were developing the Y8W, was there consideration given to

putting the fuel tank under the rear passenger's seat?

A We looked into that option as well.

Q And were drawings prepared with the option of placing the fuel tank under the rear passenger seat?

A No, we did not.

Q When you say that you considered the option, who else considered the option besides you?

A In addition to the engineering design people, the experiment and analysis people came for the discussion and made the decision.

Q And so that would have been one of those meetings where there would be a discussion about where to place the fuel tank, and minutes would have been kept; right?

A That is correct. Minutes were taken. However, as I testified already, since the development is completed, the documents were disposed of.

Q So now -- and those minutes would have identified the names of all the people that participated in the discussion about where to place the fuel tank; correct?

A Yes.

Q And those minutes would have identified the pros and the cons as discussed by everybody or the positives and the negatives as discussed by everybody as to where the fuel tank should be placed; correct?

A Yes.

11:49 Q And what would have happened at that meeting is that actual -- some drawings would have been prepared or some models would have been prepared to show everybody in attendance "Here's what the car's going to look like if we put the fuel tank under the rear passenger's seat, and here's what the car's going to look like if we put it under" -- let my try that again.

11:49 And there either would have been models or drawings or something to visually demonstrate what the car would look like if it -- if the fuel tank was placed under the rear passenger's seat versus behind the bumper; correct?

11:51 A We did discuss advantages and disadvantages of different locations. However, we did not prepare drawings or models.

11:51 Q Do you remember the names of anybody else that participated in those meetings?

11:51 A Well, that occurred a long time ago, and we don't have the minutes, and I don't recall that.

11:51 Q What advantages were there to placing the fuel tank in the Y8W under the rear passenger seat?

11:52 A Let me confirm your question. You are asking what the merits would have been had we placed the fuel tank under the rear passenger seats for 8W?

11:53 Q Right.

11:53 A One of the advantages that I could think of by

moving the fuel tank, which was in the rear of the rear axle, to the front, that particular space would have become available, which meant we could have lowered the floor of the luggage compartment. That would have improved the access to the luggage compartment.

11:54 Q What other advantages were there?

11:54 A We also learned that by moving the fuel tank forward, we could have installed independent suspension system for the rear. Although we didn't do it, that would have improved the riding comfort.

11:55 Q What other advantages?

11:55 A Those are the advantages I could think of as I sit here today.

11:55 Q Does putting -- strike that.

11:55 Does placing the fuel tank under the rear passenger seat provide more protection to the fuel tank in rear-end accidents?

11:56 A I would not agree with a comment that moving it forward would have made it safer. The reason why I say that is the important thing is the fuel tank is protected from structural members such as the frame and cross members be it in the front or in the rear of the rear axle.

11:56 MR. ORAN: Did you -- when you said "protected from," you meant "protected by."

11:57 MS. SCHWEITZER: She did. That's what I heard. I wrote

"protected by."

MR. ORAN: I heard "protected from."

Did I hear it correctly?

THE REPORTER: Yes.

THE INTERPRETER: "By." Interpreter correction.

MR. ORAN: Okay.

Q The -- all right.

One of the things that you know as a design engineer is that high-speed rear-end accidents are going to occur; correct?

A Well, when you say "high-speed rear-end crashes," what do you mean specifically?

Q All right.

You saw the photographs of the Honda and the XL7 that were involved in this accident; correct?

A Yes, I did.

Q And you could tell from those photographs that this was a rear-end accident; correct?

A Yes, I did.

Q Did you analyze the angle of impact?

MS. SCHWEITZER: Objection. He's not going into accident reconstruction. He's not here to talk about this accident. He's here to respond to your Notice of Deposition.

Don't answer that question.

Q BY MR. ORAN: My point is a little bit different.

My point is that you know as a design engineer that Suzuki vehicles are going to be involved in rear-end accidents; correct?

11:59 A I am aware there are rear crashes.

11:59 Q Right.

11:59 And that means that other vehicles like the Honda in this case may rear end the XL7; right?

12:00 A Yes.

12:00 Q And those types of accidents are going to occur -- well, strike that.

12:00 As a design engineer you understand that those types of accidents are going to occur at all types of different speeds; right?

12:00 A Yes. I believe there are different cases on the market.

12:00 Q Right.

12:00 And sometimes these rear-end accidents are going to happen at five miles an hour, and sometimes these rear-end accidents are going to happen at sixty-five miles an hour; correct?

12:01 A I don't know how frequently these accidents occur in terms of statistics, but we are aware of that.

12:01 Q Set aside how often they occur in terms of statistics. What I want to just ask you about is as part of your training and experience as a design engineer, one of the

things you take into account is the fact that these rear-end accidents are going to happen at speeds from five miles an hour up to seventy miles an hour; correct?

12:01 A Yes.

12:02 Q And these rear-end accidents are going to happen at all types of different angles; correct? Sometimes they're going to be straight on. Sometimes they're going to be offset. Sometimes they'll be oblique. All kinds of different angles; correct?

12:02 A Yes.

12:02 Q And one of the other things that you think about in these rear-end collisions or accidents is that there's going to be override situations and underride situations; right?

12:02 A Yes, that's correct.

12:03 Q And do you agree that the highest percentage of vehicle collisions that occur are rear-end accidents?

12:03 MS. SCHWEITZER: Objection. Exceeds the scope of the notice of deposition.

12:03 Q BY MR. ORAN: Go 'head.

12:04 A I don't know because I'm not an expert in that area.

12:04 Q Does SMC have any power point -- strike that.

12:04 Does SMC have any sort of power point or computer presentations that you or someone else gives to the other fuel tank design engineers about fuel tank location or fuel tank safety?

12:05 A Yes, we do that.
12:05 Q And those are at SMC headquarters?
12:05 A Yes, that's right.
12:05 Q For how many years have you been doing that?
12:05 A Well, I can't give you the exact date because that's not what my section does.
12:06 Q What section does that?
12:06 A Right now that capacity belongs to the analysis section. In the past it was with the experiment section.
12:06 MS. SCHWEITZER: Time-out.
12:06 MR. ORAN: Do we need to go off the record?
12:06 MS. SCHWEITZER: Yeah. Go off the record for a minute.
12:06 THE VIDEOGRAPHER: We are off the record. The time is 12:08 P.M.
12:07 (Discussion held off the record.)
12:07 THE VIDEOGRAPHER: We are back on the record. The time is 12:08 P.M.
12:07 Q BY MR. ORAN: I may have misspoke when I -- or there was a little bit of confusion in terms of translation. So when I mentioned power point, I actually meant a power point, you know, with slides, but I think what you understood was computer simulations.. Am I correct?
12:07 A That's correct.
12:07 Q And those computer simulations you brought and are part of the materials; right?

12:08 A Yes. That's right.

12:08 Q Okay.

12:08 One of the things that you consider as a design engineer and you would have considered in the development of the Y8W is the risk of post-collision fuel-fed fires; correct?

12:09 A We always consider fuel tank safety whenever we develop a new model, not limited to Y8W.

12:09 Q Preventing post-collision fuel-fed fires is one of the highest priorities that you have as a design engineer; correct?

12:09 A Yes. That's right.

12:09 Q And has it been the philosophy of Suzuki Motor Corporation that, if a rear-end accident is survivable, then fire should not burn or kill anyone that's involved in the accident?

12:10 A Yes.

12:10 Q Now, earlier in the deposition I asked you about -- I used a phrase called "known impact areas." I want to see if we can come to a common understanding of what I'm talking about.

12:10 As a design engineer you know that, when there's a rear-end accident, the back of the Suzuki is going to crush or collapse or become deformed; correct?

12:12 A Yes.

12:12 Q And when that happens, the tank can also crush or collapse or become deformed; right?

12:12 A Does your question refer to this accident, or are you speaking in general?

12:13 Q In general.

12:13 A Although we design to make sure that within the reasonable range the fuel tank is protected; however, in cases where our --

12:13 THE INTERPRETER: Interpreter correction: "In cases where the range is exceeded, then I think it is possible that the tank gets deformed."

12:13 Q BY MR. ORAN: Well, when you say "the reasonable range," what do you mean by "reasonable range"?

12:14 A I meant by that term the range where the legal test requirements exist or our internal Suzuki test is carried out during the development -- design and the development of our vehicles.

12:14 Q So when you say "the legal test requirements," you're referring to the Federal Motor Vehicle Safety Standards; correct?

12:15 A Yes, that's correct.

12:15 Q But don't you understand -- hasn't it always been your understanding that the FMVSS is only a minimum standard? It's not a maximum standard?

12:15 A In addition to FMVSS, we carry out Suzuki internally

required test with more stringent conditions.

12:16 Q So back to my question, though, FMVSS only sets a minimum standard; correct?

12:16 A I'm sorry. I didn't understand "minimum requirement" part. I thought they were legal requirements.

12:16 Q They are, but they're the minimum legal requirements.

12:17 MS SCHWEITZER: That's your interpretation.

12:17 MR. ORAN: That's the correct interpretation.

12:17 Q All right.

12:17 So what SMC does is that it conducts the tests that the Federal Motor Vehicle Safety Standards require; correct?

12:17 A We do carry out FMVSS tests. In addition to that, we carry out tests that are required by Suzuki.

12:17 Q Right.

12:17 And those are the 50-mile-per-hour car-to-car tests; correct?

12:18 A Yes. That's correct.

12:18 Q And Suzuki's been doing those tests for a few years as well as all the other manufacturers; right?

12:18 MS. SCHWEITZER: To the extent you got testing questions, they should be addressed to --

12:18 MR. ORAN: You know what? Don't worry about it. Strike that question. That's fine.

12:18 MS. SCHWEITZER: It's rhetorical anyway.

12:18 MR. ORAN: Yeah. I already know the answer.

12:18 Q But I guess -- I was making a point here, and the point is that -- now --

12:19 MS. SCHWEITZER: Is it lunchtime?

12:19 MR. ORAN: We can take a break. That's fine.

12:19 MS. SCHWEITZER: Well, if you're -- I don't want --

12:19 MR. ORAN: I'm not in the middle of anything. Don't worry.

12:19 MS. SCHWEITZER: Want to take a break? Lunch break?

12:19 MR. ORAN: Yeah. We can take a break.

12:19 Off the record.

12:19 THE VIDEOGRAPHER: We are off the record. The time is 12:20 P.M.

13:34 (Lunch recess 12:20 P.M. TO 1:35 P.M.)

13:35 THE VIDEOGRAPHER: All right. We are back on the record. The time is 1:37 P.M.

13:35 Q BY MR. ORAN: You're ready to start again?

13:35 A Yes.

13:35 Q During the first session, unless you told me to the contrary, you did understand all the questions I asked?

13:36 A Yes.

13:36 Q Okay.

13:36 Again, if I'm not making the questions clear, just please let me know. Okay?

13:36 A Yes.

13:36 Q So with respect to fuel tank placement, the job of the engineer is to protect the fuel system from being damaged in all types of rear-end accidents; correct?

13:37 A What do you mean by "all types of accidents"?

13:37 Q What I mean by "all types of accidents" is from different angles, different rear-end accident angles, and different type -- different speeds.

13:38 A We consider the protection of the fuel tank at speeds covered within the rational range that we consider.

13:38 Q And what's the rational range that you consider?

13:39 A The range that we carry our tests within, as I mentioned before, legally required test and in Suzuki internal standard tests. It's my belief that the majority of the accident cases are covered within this range.

13:39 Q In Japan there are highways and freeways; correct?

13:39 A Yes.

13:39 Q What's the speed limit?

13:39 A On the so-called highways or freeways, it is a hundred kilometers per hour.

13:40 Q And what's -- do you know what the -- what the equivalent is in miles per hour?

13:40 A I think it's about 60 miles per hour.

13:40 Q Okay.

13:40 And here in the United States the speed limit on most of our freeways is 55; right?

13:40 A Well, I don't have any understanding of what the speed limit is on the U.S. highways.

13:41 Q Okay.

13:41 So if somebody in Japan is driving a Honda at the speed limit of 100 kilometers or 60 miles an hour, and they rear end a Suzuki XL7 just like what happened in this case, is that person going a reasonable speed?

13:41 MS. SCHWEITZER: Objection. That's an incomplete hypothetical. It's vague, ambiguous, and it's in excess and beyond the scope of the deposition notice, and I'm going to instruct him not to answer.

13:41 MR. ORAN: I -- nevermind.

13:41 Q As a design engineer, when you are putting a tank in its location with respect to any vehicle, you do take into account what the speed limits are in whatever country the car's going to be distributed in; correct?

13:43 A I'm not quite sure the gist of the question -- the last question you asked -- so maybe you can be a little bit more specific, please.

13:43 Q In deciding where to place -- strike that.

13:43 In deciding where to place the fuel tank in the Y8W, did you consider the fact that the drivers in Japan can go at least 60 miles per hour on the roads?

13:44 A When you say "60 miles per hour," the vehicle is driven at that speed, and they crash?

13:44 Q Yes, but let me try again because I'm still not, I don't think, making my question as clear as I'd like it to be.

13:45 As a design engineer, when you're thinking about where to place -- where to locate the fuel tank, do you consider the fact that accidents can occur at 60 miles per hour?

13:46 A As I have already testified, the Suzuki internal crash test standards as well as the speed specified by FMVSS are considered when we design our car in consideration of the safety that it requires. In the United States or in Japan, we take safety crashworthiness into account in that sense.

13:47 Q You know that cars traveling on the highways and freeways in Japan travel at speeds greater than 60 miles per hour; correct?

13:47 A It is believed that there are cars that would be driven in excess of the speed limit, which is 60 miles per hour.

13:47 Q You are aware as a design engineer that vehicle accidents occur when one car's going 60 miles an hour and rear ends another car; correct?

13:48 A Yes, I recognize that as a possibility.

13:48 Q And in deciding where to place a tank in a vehicle, one of the things that you need to consider is the fact that accidents can and will occur at 60 miles per hour; correct?

13:49 A Well, let me confirm the gist of your question. Are you asking me we assume that there would be accidents at 60 miles per hour or more when we designed the vehicle?

13:50 Q Yes.

13:50 A As I have already testified, when we design our vehicles, we make sure that the vehicles have crashworthiness, safety protection within the reasonable range of FMVSS tests and Suzuki internal test standards. Having said that, we take the position because it is not possible to recreate and test all the conditions of the accidents that may actually occur on the market.

13:51 Q And because it's not possible to test or recreate every type of accident that may occur on the market, you as the design engineer -- you need to just consider those possibilities that those types of things can happen; right?

13:52 A As I have already testified, we design to make sure that we secure the crashworthiness on the basis of the aforementioned reasonable range that Suzuki considers.

13:52 Q Do you design based on the fact that you know that vehicles are going to be traveling at 60 miles or 65 miles an hour and get into rear-end accidents?

13:53 A I do recognize that those accidents do occur. However, as I testified already, the way Suzuki designs our vehicles is that we base our crashworthiness protection within the reasonable range that I mentioned.

13:53 Q So even though you know that accidents can occur at highway -- at legal highway speeds that are above the reasonable range in which Suzuki tests its vehicles, you don't consider the fact in placement of the tank -- let me try that over because it's getting too long.

13:54 Have you ever heard of the word "foreseeability"? And let me just add this: When I ask about this -- and believe me. I'm not trying to be insulting or pejorative or anything like that. I just want to make sure that I'm communicating the right concept. Okay? So when I say "have you heard of this," "have you heard of that," again I'm just trying to make sure we're communicating. Okay? All right?

13:55 A I don't have a good grasp of that term.

13:55 Q As a design engineer are you trained that you have to anticipate -- reasonably anticipate that accidents are going to occur in certain ways?

13:56 A I am not.

13:56 MS. SCHWEITZER: You're not what?

13:56 He said, "I am not"?

13:56 THE INTERPRETER: Trained that way.

13:56 Q BY MR. ORAN: You are not trained that way.

13:56 Do you participate in any way in the crash testing that's done?

13:57 A There are occasions when I attend and observe such crash tests. In addition to that, I may listen to the

analysis of the test results.

13:57 Q I mean, that would be important information -- strike that.

13:57 The crash test results would be important information for you to have to decide whether the tank location is right or wrong; true?

13:58 A I believe such results are important in consideration of the safety at the fuel tank.

13:58 Q So, for example, with the YW -- strike that.

13:58 For example, with the Y8W, a decision's made to place the tank behind the bumper, and then crash tests are done on the vehicle; true?

13:59 A Let me confirm. Are you asking me if we place the fuel tank behind the bumper?

13:59 Q Yeah.

13:59 MS. SCHWEITZER: Why don't you say "behind the rear axle"?

13:59 MR. ORAN: Behind the rear axle.

13:59 MS. SCHWEITZER: It will be a lot easier.

13:59 Q BY MR. ORAN: I'm sorry. I just didn't want to do a whole little speech.

13:59 The fuel tank is between the bumper and the rear axle; correct?

13:59 A Yes. That's right.

14:00 Q And then you do crash tests; correct?

14:00 A Yes. That's right.

14:00 Q And do you as the design engineer look at issues of intrusion by the -- from the vehicle that's crashing into the rear of the Y8W?

14:00 A When you say "interested or observe," what do you mean by that?

14:00 MS. SCHWEITZER: "Interested"?

14:00 THE REPORTER: You said "intrusion."

14:01 MS. SCHWEITZER: "Intrusion."

14:01 THE INTERPRETER: "Look at." Sorry. "Look at." "What do you mean by 'look at'?"

14:01 Q BY MR. ORAN: Were you personally involved in any crash tests involving the Y8W?

14:01 A At that time, I was not directly involved in the development of Y8W, and therefore, I was not directly involved, although I reviewed records.

14:02 Q Were you the one that made the decision to place the tank in front of the rear axle on the Y8W?

14:02 MS. SCHWEITZER: That was asked and answered this morning.

14:02 THE WITNESS: Let me confirm your question. Are you asking me if the location of the fuel tank is in the front of the rear axle? In the front?

14:03 Q BY MR. ORAN: I'm sorry. I'm just getting confused; so let me just back up and try something.

14:03 Tell me where the gas tank is in the Y8W.

14:03 A In the Y8W the fuel tank is located in the rear of the rear axle between that and the bumper.

14:03 Q All right.

14:03 Are you the one that made the decision to place the fuel tank in that location?

14:04 A Since I was not directly involved with the development of Y8, it was not I who made that decision.

14:04 Q Who made the decision?

14:05 A I think I testified in the morning that when Y8W was being developed, there are meetings that were held among the engineering design people as well as experiment and analysis department people, and together they made that decision.

14:05 THE VIDEOGRAPHER: We have 10 minutes remaining on tape.

14:05 Q BY MR. ORAN: With regards to the experiment and analysis department, do you know if they kept minutes of the meetings with regard to fuel tank location?

14:06 A I would not know that.

14:06 Q When the meetings were held with your department and experiment and analysis department, do you know if more than one person was making notes or taking minutes of those meetings?

14:07 A I cannot really answer as I sit here today to that kind of question as to how minutes were taken.

14:08 Q What exactly was your role, then, with respect to

the placement and location of the fuel tank in the Y8W?

MS. SCHWEITZER: You're asking him personally or his department?

MR. ORAN: I'm asking him personally.

THE WITNESS: I had had many experiences in the development of different vehicles' fuel tank systems including the mini vehicles that are sold only in Japan through compact vehicles as well as SUVs. I was in a position of giving them an advice on the basis of my expertise when 8W was being developed.

Q BY MR. ORAN: Who is the person that signed off on the final location of the tank in the Y8W?

MS. SCHWEITZER: From the design department? the testing department?

MR. ORAN: The design department.

THE WITNESS: I cannot give you a clear answer to that question unless I see records of that time.

Q BY MR. ORAN: Okay.

When the Y8W was being crash tested, do you recall ever going and looking at the damage that was done to either the vehicle that was crashing into it or to the test vehicle?

A I have seen the degree of damage based on the record made at that time.

Q Did you ever personally examine the front end of the car that was rear ending the XL7? Did you ever personally

examine the front end of the car that was rear ending the Y8W? And I mean actually look at the test vehicle. Not look at the pictures. Look at the vehicle itself.

14:13 A I did not see the actual front-end situation of the vehicle that crashed.

14:13 Q Have you ever heard of a concept that when a -- that a car can look friendly, but then when it crashes into -- or rear ends another vehicle, it can look ugly? Have you ever heard that concept?

14:14 A Let me ask some of the terms you used in the question. I don't quite understand a car looks friendly, but afterwards it looks ugly.

14:14 Q Okay.

14:14 Have you ever heard of the concept of a hostile environment?

14:14 A No, I have not.

14:14 THE VIDEOGRAPHER: We should probably change tapes now.

14:14 MR. ORAN: Okay.

14:14 THE VIDEOGRAPHER: We are off the record. This is the end of tape No. 2. This is the end of videotape No. 2. Thank you.

14:23 (Recess taken.)

14:23 THE VIDEOGRAPHER: We are back on the record. This is the start of tape No. 3. The time is 2:25 P.M.

14:23 Q BY MR. ORAN: All right. Let me try this this way:

On the Y8W fuel tank, the cross members and the ladder frame are what protect it; correct? Strike that. I don't like that. That's not what I meant to say.

14:24 MS. SCHWEITZER: The rear structure.

14:24 MR. ORAN: The rear structure.

14:24 Q All right.

14:25 As a design engineer one of the reasons you do the crash tests is to see how much intrusion is caused by the vehicle crashing into the rear of the Y8W; correct?

14:25 A Well, the purpose of the test is not to see how much intrusion would occur by the crashing vehicle. Rather, it is to make sure that the fuel tank is protected with the rear structure.

14:26 Q Well, what is it about the rear structure of the Y8W that protects the fuel tank?

14:26 A I believe the rear structure members such as frame rails, tail member, and other members and the member that is on the right side, they together protect the fuel tank.

14:27 Q They don't -- do those structures work as a shield for the tank?

14:27 A When you say "work as a shield," what do you mean by that?

14:27 Q Well, you know if the fuel tank protector -- how it protects the whole underside of the tank? Do those rear structures work in that fashion?

14:28 A The aforementioned rear structure members such as the frame rails and cross members protect the fuel tank. However, the fuel tank protector is not considered as something that protects the fuel tank in the same sense.

14:28 MS. SCHWEITZER: I think what you're asking -- what you want him to answer is how does the rear structure -- you need simpler questions -- how does the rear structure protect the fuel tank. I think that's the information you're looking for, is it not? Maybe I'm wrong.

14:29 MR. ORAN: I thought that was -- and it's -- I thought -- okay. Yeah. I'm trying to understand how --

14:29 MS. SCHWEITZER: Right.

14:29 MR. ORAN: -- how that works.

14:29 Q So I'll try it that way.

14:29 How does the rear structure protect the fuel tank in a rear-end accident?

14:30 A In a crash situation, we have the frame rails and cross members around the fuel tank that protect the fuel tank. The way they do is, in a crash situation, crash energy is conveyed from the cross member to the frame. And we design it so that the structure in the front of the fuel tank would absorb energy and deform, but the structure around the fuel tank will not deform and protect the fuel tank.

14:31 Q Does the cross member act as, if you will, a wall to protect the rear ending car from getting into the tank?

14:32 A Well, let me confirm what you are saying. When you say "protect the fuel tank like a wall," what does that mean? In what way does the wall protect?

14:32 Q Let me back up.

14:32 When you looked at the pictures, you knew that the fuel tank in the XL7 involved in this situation had been punctured; right?

14:32 A Yes.

14:32 Q Do you know what part of the Honda punctured the fuel tank?

14:33 A I don't know that.

14:33 Q Do you know that some part of the Honda ruptured or punctured the fuel tank?

14:33 MS. SCHWEITZER: I'm going to object. It exceeds the scope of this deposition. He's not here to talk about this accident.

14:33 MR. ORAN: Okay.

14:33 Q As a design engineer you were taught -- and you brought this knowledge with you to your job -- that component parts on cars can come into contact with the fuel tank; correct?

14:34 MS. SCHWEITZER: Parts of striking cars?

14:34 MR. ORAN: Striking cars.

14:34 THE WITNESS: There is that possibility, yes, I think so.

14:35 Q BY MR. ORAN: Right.

14:35 And that's one of the possibilities that you need to take into consideration as a design engineer when deciding where the tank is going to go in a vehicle; correct?

14:35 A When we design our vehicles, we consider the structure that would protect the fuel tank regardless of where it is located.

14:36 Q But one of the reasons why you don't want -- strike that.

14:36 As a design engineer one of the reasons you do not want the component parts of the striking vehicle to come into contact with the fuel tank is because there can be a post-collision fuel-fed fire; true?

14:37 A I believe it is the design engineer's responsibility to consider so that components of the crashing vehicle will not come in contact with the fuel tank and damage it.

14:37 Q Because if components of the striking vehicle come into contact with the fuel tank, there's a risk or a likelihood of a post-collision fuel-fed fire; right?

14:37 MS. SCHWEITZER: I'm going to object as to vague.

14:38 You can answer.

14:38 THE WITNESS: Am I to answer the question?

14:38 Q BY MR. ORAN: Yes.

14:38 A As far as the damage to the fuel tank is concerned, if that is within the reasonable range, deformation will not lead to fuel leakage.

14:39 Q How do you know that?

14:39 A The reason why I said that is because we carried out many tests, and we have a lot of experiences in the past, and small amount of deformation might have occurred, but no fuel leaked.

14:40 Q All right. Well, we'll talk about that with the deponent tomorrow.

14:40 But just so I'm clear, then, the design intent of the frame rails and the cross members is to prevent component parts of the striking vehicle from coming into contact with the fuel tank; correct?

14:41 A The purpose of those components is, rather than saying to prevent the contact, to provide protection around the fuel tank and absorb the energy away from the fuel tank. "The energy," by that I mean created through the crashing vehicle.

14:42 MR. ORAN: Can you read that back?

14:42 (Whereby the answer was read by the reporter as follows:

14:42 "A The purpose of those components is, rather than saying to prevent the contact, to provide protection around the fuel tank and absorb the energy away from the fuel tank. 'The energy,' by that I mean created through the crashing vehicle.")

14:42 Q BY MR. ORAN: Had you ever seen any studies from any

other automotive manufacturer or NHTSA or any agency whatsoever that components from other cars -- from striking cars in rear-end collisions can puncture a gas tank that's located rear of the rear axle?

14:43 A I have heard that NHTSA has carried out such a study. I also heard about it in a discussion with the experiment and analysis people.

14:44 Q Have you ever seen that study?

14:44 A I have not seen specifically the substance of that study. However, I have heard in a discussion with the experiment and analysis people that such a study is being carried out by NHTSA.

14:46 Q Did -- strike that.

14:46 As part of your training as an engineer, have you learned that, when a vehicle strikes the rear end of another vehicle, that parts of the striking vehicle can become sharp objects?

14:47 A I have learned during the development and the discussion and meetings with the experiment and analysis people. Also, during the development and crash testing, I have learned that crashing vehicle's component may form sharp edges.

14:48 Q And have you learned that those sharp edges can come into contact with the fuel tank in the Y8W and rupture or puncture the tank?

14:49 A During our crash testing of the development of vehicles, it has never occurred that a sharp edge like that damaged the fuel tank, and therefore, in that sense I don't think I've learned it.

14:49 Q But you haven't seen every crash test, have you?

14:49 A That is correct. It goes without saying that I have not observed all the crash tests. But we engineers are always in contact with the experiment and analysis people, and whenever an issue comes up, we hold meetings and deal with the countermeasures. And I'm saying such an issue never came up.

14:50 Q If such an issue had come up, would it have been contained within the minutes of the -- of your department?

14:51 A I would believe that, if such an issue was raised, it would have been taken up in the minutes. However, as I testified already, since the development of this vehicle is complete, we do not have the minutes anymore.

14:51 Q And independent -- forget that. Let's not focus on the crash tests.

14:51 Just as part of your knowledge base, have you been aware that a striking vehicle can have sharp edges that can come into contact with the gas tank?

14:52 A In the past in my experiences of development of various vehicles, there was an occasion when a sharp edge was developed -- created in the test, and we incorporated

measures to deal with that.

Q What measures did you incorporate?

A Although I don't recall the details because this occurred a long time ago, my recollection is that to maintain some distance vis-a-vis that edge.

Q But how? How did you maintain the distance?

A My recollection is that we made sure that the structure of that vehicle allows energy absorption and tank protection vis-a-vis the crashing vehicle.

Q Are the experiment and analysis people the department that runs the crash tests?

A Yes, that's right.

Q All right.

Earlier in the deposition I was asking you about the advantages of putting the tank under the rear seat -- do you remember that? -- and you gave me two advantages. Do you recall that testimony?

A Yes.

Q You told me a couple of the advantages. With regards to the Y8W, did Suzuki Motor Corporation, in the year 2000 or 1999 or 2001 -- if it had wanted to, could it have put the tank in the Y8W under the rear passenger seat?

A If I tell you that even though we discussed the option of placing the fuel tank under the rear passenger's seat -- we discussed the option, but because of various

disadvantages that we had, we could not actually realize that option. That option was not feasible. If I say that, will I be answering your question?

14:57 Q Yeah. I can work with that. But it's -- my question -- we'll talk about the disadvantages in a second, but what I wanted to know is -- as an alternative you discussed it as an option. Okay? Suzuki Motor Corporation could have designed the Y8W with the tank under the rear passenger seat if it wanted to; correct?

14:59 A Suzuki could have if Suzuki wanted to. However, as I am sure I will have a chance to explain later, there are extensive disadvantages for this option; so we decided not to adopt that.

14:59 Q Did any of the disadvantages for this option have anything to do with safety?

14:59 A No, there was not.

14:59 Q Go ahead and share with us -- because I'm not one of those lawyers that leaves things hanging even though I might not like what you're going to say -- what some of the disadvantages were.

15:00 A The big disadvantage that I wanted to tell you was that we wouldn't have been able to secure the tank capacity we wanted had we moved the fuel tank in front of the rear axle.

15:01 Let me continue.

15:02 Q Please.

15:02 A The Y8W had the rigid type suspension in the rear. This means that the propeller shaft would move extensively up and down. In order to avoid this movement touching the fuel tank, it would have been necessary to dent the fuel tank in its configuration extensively, which would have reduced the capacity of the fuel tank. This was a very big disadvantage. In addition to that, Y8W had the third-row passenger seats. From the heel position of the third-row passenger seats, there is a vertical floor panel called seat riser panel, and that distance between the differential and this floor panel was so limited that, had we tried to put the fuel tank in this space, it would have been very small, reducing the capacity of the tank. If the capacity of the tank is limited, that meant that people will not be able to drive continuously a distance that we wanted. This was also a big demerit.

15:04 Q What would the change in the tank capacity have been?

15:04 A Although I don't know the details, I did ask this question to the people who were involved in the development at that time, and I was told that it would have reduced the fuel tank capacity to about half of what YH4 currently has. That is about 30 liters.

15:05 Q How much is liters in gallons?

15:05 A I believe one gallon is 3.785 liters.

15:05 Q So what you're sharing with me, then, is if the tank had been put -- in the Y8W if the tank had been put under the rear passenger seat, it only would have been able to hold -- how many gallons of gas?

15:06 A It would have been less than eight gallons.

15:06 Q Okay.

15:06 So was any consideration given, then, to putting a shield on the tank that was located rear of the rear axle?

15:06 MS. SCHWEITZER: Objection. Vague.

15:07 Q BY MR. ORAN: Go 'head.

15:07 A If you are talking about the heat shield or the fuel tank protector, as I testified, that is to protect the fuel tank from the pebbles and the ground contact as well as to insulate from heat. I think it is insufficient to protect the fuel tank from extensive energy that is involved in a crash situation. That role is given to frame rails and cross members. In order to protect the fuel tank from crashes, you are suggesting that we will make the fuel tank protector a lot more solid. However, when we consider the extensive energy that is involved in a crash, that is, the amount of energy that is capable of deforming the frame rail, I don't think we can make that protector that solid.

15:10 Q Did you ever try?

15:10 A Well, the fuel tank protector has the aforementioned

three major purposes, and therefore we didn't consider that. What we believe is that the frame members and the cross members have that role. And to answer your question, we haven't tried that.

15:10 Q Do you agree with me that the cross members and the frame rails are not going to prevent component parts from the striking vehicle from hitting the tank in the Y8W?

15:11 A To protect it from the component of the hitting vehicle -- could I have the question again, please?

15:11 MR. ORAN: I don't want her to translate it yet. Just read it back to me because I may change it.

15:11 (Whereby the question was read by the reporter as follows:

15:11 "Q Do you agree with me that the cross members and the frame rails are not going to prevent component parts from the striking vehicle from hitting the tank in the Y8W?")

15:11 MR. ORAN: Okay.

15:12 Q Do you agree that the frame rails and the cross members are not going to protect -- strike that.

15:12 Do you agree that the frame rails and the cross members are not going to protect the fuel tank from component parts of the striking vehicle's -- I'm sorry. You know, it's always harder to ask the questions all day long. So I will spit this out.

15:12 Do you agree that the frame rails and the cross members are not always going to protect the fuel tank from component parts of the striking vehicle?

15:13 A I cannot agree with that statement. The reason why I say that is the rear structure including the frame rails and cross members are designed to protect the fuel tank in an appropriate manner vis-a-vis the crashing vehicle.

15:15 Q What do you mean "appropriate manner"?

15:15 A Vis-a-vis the front structure of the crashing vehicle, the rear structure of the vehicle such as frail -- interpreter correction -- frame members and the cross members would get in contact with so that the tank that is surrounded by those members is protected. While away from the fuel tank, frame rail portions may become distorted or deformed, absorbing the energy. I meant the design is made in such a way that it is appropriately protected.

15:16 Q Does the design take into account that there will be underride in a rear-end collision?

15:16 A Yes. That is also taken into account.

15:17 Q How?

15:17 A Even though the bumper of the crashing vehicle may be lower, the rear structural member such as tail member, cross members, and frame rails would get -- hit as a whole the front structure of the hitting vehicle to prevent the underriding.

15:17 Q So then let's say that a striking vehicle is going 67 miles per hour. Based on the design of the Y8W rear structure, no component part of the striking vehicle should hit the tank; correct?

15:18 MS. SCHWEITZER: I'm going to object. It's an incomplete hypothetical. It's vague.

15:19 Q BY MR. ORAN: Go 'head.

15:19 A Although you mentioned in that the hitting vehicle is at 67 miles per hour, there are other hypothetical conditions that are not specified, and thus I cannot answer the question.

15:19 Q What I'm trying to learn from you is as a design engineer is there a maximum speed at which a vehicle can rear end the Y8W and its component parts not hit the tank?

15:20 MS. SCHWEITZER: Same objection.

15:20 THE WITNESS: I cannot answer a question that is hypothetical like that.

15:20 Q BY MR. ORAN: Well, let me try it this way: You know that Suzuki ran car-to-car crash tests at 50 miles per hour; correct?

15:21 A Yes.

15:21 Q And do you know if -- only if you know. Don't guess.

15:21 Do you know if component parts of the striking vehicle came into contact with the gas tank?

15:21 A No components came in contact with the fuel tank. I am aware of this because I talked with the experiment and analysis people on various issues including potentially something like this.

15:22 Q Why were you concerned about something like this?

15:22 A It is not that we were concerned. It is that we always talk with the testing and analysis people about the test results. And I talked to the people who are involved in the evaluation of test results and any issue that might come up, and I confirmed during the discussion that there was no such issue.

15:23 Q Okay.

15:23 So have you had any discussion with anyone about what the maximum speed would be of the striking vehicle and not having its component parts strike the tank?

15:24 A No, I never discussed anything like that.

15:24 Q But as a design engineer with your familiarity with the cross members and the frame rails in the YW8 -- strike that.

15:24 As a design engineer with your familiarity with the frame rails and the cross members in the Y8W, do you know what the maximum speed of a striking vehicle could be and not have its component parts hit the tank?

15:24 MS. SCHWEITZER: Objection. Assumes -- I mean it's a -- been asked and answered. It's an incomplete hypothetical.

15:25 Q BY MR. ORAN: Go 'head.

15:25 A I cannot answer any such hypothetical questions.

15:25 Q Let me just try to finish this line of questioning.

Let's assume that you run the exact same crash test at -- that you run at 50, but you run them at 53 miles an hour. Would you expect any part of the striking vehicle's components to come into contact with the gas tank?

15:26 A That also is a hypothetical question, and I cannot answer that.

15:26 Q What about 51 miles per hour? If the striking vehicle hit the X -- Y8W -- I'm going to get that straight tomorrow.

15:26 MS. SCHWEITZER: I was going to say perhaps these are better asked for the tester here, but it's up to you how much time you want to spend on this.

15:26 MR. ORAN: Yeah. I can save them.

15:26 All right. Let's take a quick break, and then I'm just going to go through this notice finally, talk about the 2007, and we'll be done.

15:26 MS. SCHWEITZER: Okay.

15:27 THE VIDEOGRAPHER: We are off the record. The time is 3:28 P.M.

15:36 (Recess taken.)

15:36 THE VIDEOGRAPHER: We are back on the record. The time is 3:38 P.M.

15:37 Q BY MR. ORAN: With respect to the YT4 2006, the fuel tank was moved; correct?

15:37 A Yes. As opposed to Y8W, T4 has the fuel tank in a different location.

15:37 Q Did moving -- okay. Strike that.

15:38 What location was it moved to?

15:38 A The location of the fuel tank for YT4 is in front of the rear axle underneath the rear seat passenger.

15:38 Q Were there discussions in your department about moving the tank location from the rear of the rear axle to in front of the rear axle?

15:38 A Yes. Not just the engineering design department but other departments such as the planning, the experiment and analysis departments as well.

15:39 Q Are there minutes from those meetings?

15:39 A No. We don't have the minutes.

15:39 MS. SCHWEITZER: That was asked this morning.

15:39 MR. ORAN: Okay. I asked for the YT4?

15:39 MS. SCHWEITZER: Yeah. You did.

15:39 MR. ORAN: Okay.

15:39 MS. SCHWEITZER: And that's when I explained to you that we had the planning documents.

15:39 MR. ORAN: Right.

15:39 MS. SCHWEITZER: It's all coming back to you now.

15:39 Q BY MR. ORAN: Did moving the tank in front of the

rear axle and below the rear passenger's seat have anything to do with safety?

A No. It does not have anything to do with safety.

Q Why was it moved, then?

A The YT4 was a new model that we developed. And it is still an SUV but, reflecting a more recent trend, more passenger car-like riding comfort was required. And we also wanted to improve the access to the luggage compartment, which was an issue with Y8W.

Let me continue.

Q Please.

A In order to improve the riding comfort that I mentioned earlier, we decided to install independent suspension in the rear for this vehicle. That meant that the propeller shaft does not move up and down too much, which meant, in turn, that we don't have to dent the tank configuration so much in order to avoid the movement of the propeller shaft. This contributed to the tank capacity. In addition, by moving the tank to the front, the space that was used for the tank in the rear could be used for the luggage compartment, and we could lower the luggage compartment floor, and that's easier access. In order to secure the volume of the tank that we wanted, we were also able to do that because the ladder frame was changed into the built-in ladder frame or the so-called monocoque frame, which allowed

us the extension of the wheels. In other words, T4 is wider than 8W. This also allowed us to make the fuel tank wider, further improving the capacity of the fuel tank, and thus it was possible for us to move the fuel tank from the rear of the rear axle to the front.

15:45 Q Is the -- is that frame -- strike that.

15:45 Was the YT4 developed in conjunction with General Motors?

15:46 A I'm not quite sure the word that you used in that question.

15:46 Q I read some of the sales literature; so I knew about the change in the frame. And I thought that there was something in the sales literature that said -- and it may have been you actually. I don't know if you're the one in the literature. I guess you went to General Motors, and you studied the vehicles, or you studied the frames. Does that at all sound familiar to you?

15:47 A I am aware that the YT4 is a Suzuki original model that we developed.

15:47 As for the sales literature that you mentioned that is collaboration with GM, I am not sure.

15:47 Q Okay. I'm not a hundred percent. It's really not that important.

15:48 All right. We may have covered some of this already, and I'm not trying to cause any of us to have to

repeat or stay longer, but that will probably happen a little bit; so just bear with me.

15:48 When we talk about the rear structure bumper design of the Y8W including, but not limited to, stiffness, measurements, and dimensions -- and in fact, I'm just going to ask Mrs. Schweitzer this question instead.

15:48 MR. ORAN: All that stuff's in the box; right?

15:48 MS. SCHWEITZER: Yeah. We gave you rear structure design drawings, and we also gave you the layout that should have most of those --

15:48 MR. ORAN: Okay.

15:48 MS. SCHWEITZER: -- dimensions. I don't know what in particular you want, but why don't you look at what we gave you and then --

15:49 MR. ORAN: I'm just trying to cut through the rest of this because on this side of the table I'm getting hot.

15:49 MS. SCHWEITZER: You should say, "trying being in this seat."

15:49 Q BY MR. ORAN: Look, I feel as much pressure -- not as much pressure as you, but I feel like all the eyes are on me too. At least this way there's only one set of eyes.

15:50 We talked about comparisons and photographs with other vehicles and the Y8W. Remember we talked about the Jeep Cherokee Wrangler, the RAV4, the Honda CRV, a Toyota vehicle? Were there any other vehicles that the Y8W was

compared to during the development process?

MS. SCHWEITZER: With respect to fuel tank placement?

MR. ORAN: Yeah, with respect to fuel tank placement.

THE WITNESS: Although I cannot give you precise answers to your question, I am sure we compared other vehicles as well. Having said that, though, since the development is completed, we don't have any documents left.

Q BY MR. ORAN: What other Suzuki vehicles have the fuel tank rear of the rear axle as of 2001?

A Are you asking me of the vehicles that were still in production in 2001 and had the same structure?

Q Yeah.

A And in addition are you asking only for the U.S. market or including other markets?

Q All markets.

A If I may answer that question using the development codes, YH4, Y0L, Y1L, and old type Jimmys. I'm not quite sure whether it was in production in 2000 when I know it was not in production in Japan; however, there might have been other countries where old type Jimmy was being produced. Those are the models that fit the category, which means that they had the fuel tank in the rear of the rear axle.

May I?

Q Please.

A I talked YR6 and YR7. They are Jimmy models. And

when I said "the old type Jimmy," I am referring to the predecessor of YR6 and YR7 SUVs in Japan.

15:55 Q There were two others that you mentioned. If you could just -- there was Y0L and -- what was the other one?

15:55 MS. SCHWEITZER: Two-door YH4s.

15:55 MR. ORAN: Are they the J1s?

15:55 MS. SCHWEITZER: No. They're the J2s, but they're the Vitara versus the Grand Vitara.

15:55 MR. ORAN: Okay.

15:56 Q And as of 2006, did any Suzuki SUVs have a gas tank placed rear of the rear axle?

15:56 A The answer to that question is yes because the same generation YH4 model is being produced overseas, for example.

15:57 Q Is it still with the ladder frame?

15:57 A Yes, that's correct.

15:57 Q Is the YH4 that's being produced overseas the only Suzuki SUV as of 2006 that has the tank rear of the rear axle?

15:58 A No. One generation earlier YR6 and R7 that I mentioned that are being produced overseas fit the same category; that is, the fuel tank is located in the rear of the rear axle. Having said that, though, if you would ask me what is produced where, I cannot answer that question as I sit here today.

15:58 Q Then I won't ask that question.

15:58 MS. SCHWEITZER: And just so you're clear -- because you said 2006 -- the Y8W -- this vehicle -- was still sold model year 2006.

15:58 MR. ORAN: Right. Right.

15:58 MS. SCHWEITZER: Okay.

15:58 MR. ORAN: But did I understand correctly he doesn't know what countries those are being marketed in?

15:59 MS. SCHWEITZER: No, but the Y8W 2006 was sold here.

15:59 MR. ORAN: Yeah. Okay. I got that.

15:59 THE VIDEOGRAPHER: We have 30 minutes remaining on tape.

15:59 MR. ORAN: That's fine.

15:59 Q Okay. You know what always happens is as soon as you leave, I'm going to have a million more questions. So do you feel like coming back tomorrow morning just in case?

15:59 MS. SCHWEITZER: This is your shot.

15:59 MR. ORAN: I can't think of any.

16:00 I'm just looking at my notes.

16:00 Q Let me ask you this. And if I already asked it, she'll tell me.

16:01 Do you know the names of any manufacturers in 2000 that were producing SUVs and had placed the fuel tank in or about the same place SMC put it for the YT4?

16:01 MS. SCHWEITZER: You can answer. He's paying attention.

16:01 Q BY MR. ORAN: I'm listening.

16:02 A I am aware of the manufacturers. At that point in

time, Toyota RAV4 and Honda CRV fit the category.

16:02 Q Okay.

16:02 MR. ORAN: Okay. All right. Thank you.

16:02 THE WITNESS: I thank you.

16:02 MR. ORAN: Let's stipulate to relieve the court reporter of her responsibilities under the Code of Civil Procedure. She'll forward the original deposition to Mrs. Schweitzer, who will figure out a way to get it signed and corrected. And she'll have 60 days from the date she receives the deposition transcript to have it signed and corrected, and within 15 days after she receives it back, she'll notify me of its signing and/or any changes or corrections in it. She'll maintain custody of the original, make it available at the time of trial. If the original is lost or misplaced, we can use a certified copy in lieu thereof. And if, you know, by virtue of the fact that just, you know, things get delayed or something like that, as long as I know, you know, a month or so before trial, that's fine too.

16:03 MS. SCHWEITZER: Who -- do I maintain the original?

16:03 MR. ORAN: Yeah.

16:03 MS. SCHWEITZER: Is that what you just said? I know you guys do it different down here.

16:03 That's fine. You don't need to translate any of that.

16:03 MR. ORAN: You have to say "so stipulated."

MS. SCHWEITZER: So stipulated.

THE VIDEOGRAPHER: This concludes the videotaped deposition. The time is approximately 4:05 P.M. We are off the record. Thank you.

THE REPORTER: Ms. Schweitzer, do you want to order a copy of the transcript?

MS. SCHWEITZER: Oh, yes. The whole works. Copy, small condensed, CD, whatever.

(Whereby the deposition was concluded at 4:03 p.m.)

* * * * *

STATE OF _____)
) ss.
COUNTY OF_____)

I, the undersigned, say that I have read the foregoing deposition, and I declare, under penalty of perjury, that the foregoing is a true and correct transcript of my testimony contained therein.

EXECUTED this _____ day of _____ 2007, at _____, _____.
(city) (state)

_____
HIROYUKI MORI

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, Candi Donnels, CSR NO. 10436, certify:

That the foregoing deposition of HIROYUKI MORI taken before me at the time and place therein set forth, at which time the witness was placed under oath by me;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and thereafter transcribed;

That the foregoing deposition is a true record as reported by me of the testimony and of all objections made at the time of the examination;

That the dismantling of the original transcript will void the reporter's certificate.

I further certify that I am neither counsel for nor related to any party to said action nor in anywise interested in the outcome thereof.

IN WITNESS WHEREOF, I have subscribed my name this 10th day of July, 2007.

Candi S. Donnels

CANDI DONNELS, CSR 10436

RESUME

Name: Hiroyuki Mori

Date of birth: Jan. 25, 1959

Educational background:

March	1981:	Graduated from the Mechanical Engineering Dept. School of Engineering, Mie University

Work background:

April	1981:	Joined Suzuki Motor Co., Ltd. (current Suzuki Motor Corporation)
October	1981:	Assigned to Rigging Design Group, Automobile Body Design Div.
May	1988:	Group V, Automobile Body Design Div.
October	1989:	Group III, Automobile Body Design Div.
October	1992:	Assistant Manager of Group III, Automobile Body Design Div.
January	1996:	Assistant Manager of Component Inspection Group at Iwata Plant, Automobile Quality Inspection Dept.
January	1998:	Assistant Manager of Group II, Automotive Body Design Dept.
October	1998:	Deputy Staff Manager of Group II, Automotive Body Design Dept.
December	2002:	Deputy Staff Manager of Group III, Automotive Body Design Dept.
October	2003:	Staff Manager of Group III, Automotive Body Design Dept.
April	2004:	Staff Manager of Rigging Design Group, Automotive Body Design Dept.

Qualification: Bachelor's in Mechanical Engineering

Member of organizations outside of the company:

Membership of JSAE (Society of Automotive Engineers of Japan, Inc.)

Membership to committees:

JAMA (Japan Automobile Manufacturers Association)

履　歴　書

姓　　名：森　博行

生 年 月 日：昭和 34 年(1959) 1 月 25 日

学　　歴：昭和 56 年(1981) 3 月　三重大学 工学部 機械工学科 卒業

社 内 略 歴：昭和 56 年(1981) 4 月　鈴木自動車工業株式会社（現スズキ株式会社）入社
昭和 56 年(1981) 10 月　四輪車体設計部 艤装設計グループ 配属
昭和 63 年(1988) 5 月　四輪車体設計部 第五設計グループ
平成 元 年(1989) 10 月　四輪車体設計部 第三設計グループ
平成 4 年(1992) 10 月　四輪車体設計部 第三設計グループ 主任
平成 8 年(1996) 1 月　四輪検査部 磐田部品検査グループ 係長
平成 10 年(1998) 1 月　四輪車体設計部 第二グループ 係長
平成 10 年(1998) 10 月　四輪車体設計部 第二グループ 課長代理
平成 14 年(2002) 12 月　四輪車体設計グループ 第三グループ 課長代理
平成 15 年(2003) 10 月　四輪車体設計グループ 第三グループ 課長
平成 16 年(2004) 4 月　車体設計　艤装グループ 課長
平成 17 年(2005) 4 月　車体設計部　艤装グループ 課長
平成 18 年(2006) 12 月　車体設計部　艤装課 課長
平成 19 年(2007) 5 月　四輪ボディー設計部　ボディー艤装設計課 課長

資　　格：学士（機械工学）

社外所属団体：日本自動車技術会 会員

社外所属委員：日本自動車工業会（ＪＡＭＡ）

1-2

STATE OF _____)
) ss.
COUNTY OF_____)

I, the undersigned, say that I have read the foregoing deposition, and I declare, under penalty of perjury, that the foregoing is a true and correct transcript of my testimony contained therein.

EXECUTED this 9th day of October 2007, at Hamamatsu (city), Japan (state).

Hiroyuki Mori

HIROYUKI MORI

ERRATA SHEET FOR THE DEPOSITION OF HIROYUKI MORI

PAGE	LINE	CORRECTION AND REASON
P16	11-12	"-- our engineering design experiment and analysis departments --" should be "-- our engineering design department, experiment department and analysis department --" REASON: Translation correction and clarification
P18	12-13	"the area engineering design of fuel tank systems" should be "the area of engineering design of fuel tank system" REASON: Translation correction and clarification
P65	8	"Y8" should be "Y8W" REASON: Clarification
P22 P39 P48 P66 P86	9, 20, 23, 10, 2	"8W" sholud be "Y8W" REASON: Clarification
P25	24	"the component that covers the front bottom sides –" should be "the component that covers the front, bottom, sides –" REASON: Transcription error
P26	20-24	"The purpose of this protector is to protect the tank from the pebbles that may jump up from the ground the fuel tank may touch and to insulate from the heat that may be generated from the muffler."

should be
"The purpose of this protector is to protect the tank from the pebbles that may jump up from the ground, protect it from the ground that the fuel tank may touch and to insulate from the heat that may be generated from the muffler."

REASON: Clarification

P40 10 "T4" should be "YT4"

REASON: Clarification

P43 11,18,22 "R7" should be "YR7"

REASON: Clarification

P47 8-9 "the experiment and analysis people"
should be
"the experiment people and analysis people"

REASON: Clarification

P68 16-18 "I believe the rear structure members such as frame rails, tail member, and other members and the member that is on the right side, they together protect the fuel tank."
should be
"I believe the rear structure members such as frame rails, tail member, and front and rear members and the members that are over the tank, they together protect the fuel tank."

REASON: Translation correction and clarification

P80 13-15 "While away from the fuel tank, frame rail portions may become distorted or deformed, absorbing the energy."
should be
"The portion of the frame rail away from the fuel tank may become distorted or deformed, absorbing the energy."

REASON: Translation correction and clarification

P85 22 - P86 3 "In order to secure the volume of the tank that we wanted, we were also able to do that because the ladder frame was changed into the built-in ladder frame or the so-called monocoque frame, which allowed us the extension of the wheels. In other words, T4 is wider than 8W. This also allowed us to make the fuel tank wider, further improving the capacity of the fuel tank,"
should be
"As for the securing the volume of the tank, we were also able to do that

because the ladder frame of Y8W was changed into the built-in ladder frame or the so-called monocoque frame of YT4, which allowed us to extend the span of the side frames of YT4. This also allowed us to make the fuel tank of YT4 wider than that of Y8W, further improving the capacity of the fuel tank of YT4,

REASON: Translation correction and clarification

P88 18 "2000" should be "2001"

REASON: Transcription error

P89 19 "One generation earlier YR6 and R7"
should be
"One generation earlier model than YR6 and YR7"

REASON: Clarification

I, the undersigned, say that I have read the foregoing deposition, and I declare, under penalty of perjury, that the foregoing is a true and correct transcript of my testimony contained therein (with the exception of the changes listed and described above).

EXECUTED this 9th day of October, 2007

Hiroyuki Mori

Hiroyuki Mori

Vitality Issues - [redacted]v Suzuki
10-23-06

Sign of Vitality During Fire	Autopsy Finding	Forensic Value of Vitality Indicator	Autopsy Pages
Soot in Trachea	Some soot in upper trachea	• None, because part of trachea was burned off	6 and 9
Soot in Bronchi	Some soot in distal bronchi	• None, because lungs were burned and charred	1 and 6
Soot in Esophagus	None reported at autopsy	• Negative for swallowing of soot – is consistent with unconsciousness or death at impact	10
Soot in Stomach	None reported at autopsy	• Negative for swallowing of soot – is consistent with unconsciousness or death at impact	10
Carboxyhemoglobin	< 10% COHb saturation	• Negative for inhalation of smoke – is consistent with death at impact	Toxicology Report
Accelerant	No blood test performed for presence of gasoline in blood	• Presence of accelerant in blood indicates life during fire – no test was performed for presence of gasoline	Toxicology Report
Lung Weight – Right Lung	600 grams	• Normal weight according to BMI = 547 ±203 grams – right lung weight is within the normal range	10
Lung Weight – Left Lung	470 grams	• Normal weight according to BMI = 472 ±181 grams – left lung weight is within the normal range	10
Pulmonary Congestion	The parenchyma is congested	• None, because lungs were charred	1, 6 and 10
Laryngeal Edema	There is no edema of the larynx	• Negative for inhalation of super-heated air – is consistent with death at impact	6
Brain Congestion	None reported at autopsy	• Negative for congestion – is consistent with death at impact	14 and 15
Petechial Hemorrhages in Mouth	No lesions are present nor is trauma of the gingival, lips or oral mucosa demonstrated	• Negative for petechial hemorrhages – is consistent with death before thermal trauma to the neck	6
Petechial Hemorrhages in Throat	No hemorrhage is present in the adjacent throat organs investing fascia, strap muscles, thyroid or visceral fascia	• Negative for petechial hemorrhages – is consistent with death before thermal trauma to the neck	6
Tongue Hemorrhage	Tongue shows no trauma	• Negative for hemorrhage – is consistent with death before thermal trauma to the neck	6
Thermal Injury - Trachea	Thermal injury to trachea	• None, because part of trachea was burned off	6 and 9
Thermal Injury - Bronchi	Soft tissues of the thoracic walls are severely burned and charred	• None, because lungs were burned and charred	6 and 7
Thermal Injury - Lungs	Soft tissues of the thoracic walls are severely burned and charred	• None, because lungs were burned and charred	6 and 7