

Joseph W. Steele, #9697  
 Lauren E. Channell, #14156  
 SIEGFRIED & JENSEN  
 5664 South Green Street  
 Salt Lake City, Utah 84123  
 Phone: (801) 266-0999  
 Fax: (801) 266-1338  
 Email: joe@sjatty.com  
 Email: lauren@sjatty.com

Kevin R. Dean, Esq.  
 (*pro hac vice* to be filed)  
 MOTLEY RICE, LLC  
 28 Bridgeside Boulevard  
 Mount Pleasant, South Carolina 29464  
 Phone: (843) 216-9000  
 Fax: (843) 216-9450  
 Email: kdean@motleyrice.com

Henry N. Didier, Esq.  
 (*pro hac vice* to be filed)  
 DIDIER LAW FIRM, P.A.  
 1203 North Orange Avenue  
 Orlando, Florida 32804  
 Phone: (407) 895-3401  
 Fax: (407) 895-3408  
 Email: Hank@DidierLaw.com

*Attorneys for Plaintiff*

IN THE DISTRICT COURT, IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
<p><b>RANDI R. JOHNSTON,</b></p> <p><b>Plaintiff,</b></p> <p><b>v.</b></p> <p><b>TAKATA CORPORATION, TK            HOLDINGS INC., HONDA MOTOR CO.,            LTD., HONDA R &amp; D CO., LTD.,            AMERICAN HONDA MOTOR CO., INC.,            HONDA OF AMERICA MFG., INC. AND</b></p>	<p><b>COMPLAINT AND JURY DEMAND</b></p> <p><b>(TIER 3)</b></p> <p><b>Case No.:</b></p> <p><b>Judge:</b></p>

<b>STOCKTON #12 AUTOMOTIVE, INC. D/B/A STOCKTON #12 HONDA,  Defendants.</b>	
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Comes now Plaintiff, Randi R. Johnston, (hereinafter “Plaintiff” or “Ms. Johnston), by and through the undersigned Counsel of Record and pursuant to the Utah Rules of Civil Procedure, and files this Complaint for Damages against Takata Corporation, TK Holdings Inc., Honda Motor Co., Ltd., Honda R & D Co., Ltd., American Honda Motor Co., Inc., Honda of America Mfg., Inc. and Stockton #12 Automotive, Inc., d/b/a Stockton #12 Honda (hereinafter collectively the “Defendants”),<sup>1</sup> showing the Court as follows:

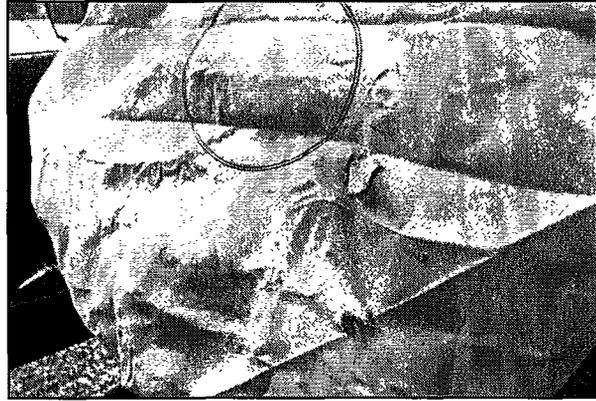
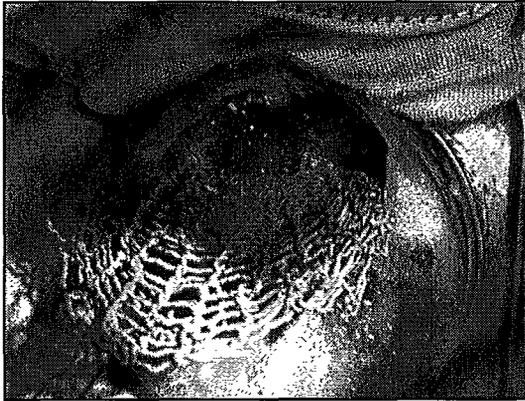
**NATURE OF THE ACTION**

1. This is a civil action arising out of serious, permanent, life scarring and post-crash personal injuries sustained by Plaintiff Randi R. Johnston in North Salt Lake, Utah on September 28, 2015 following a foreseeable automobile collision (“the Incident”) that resulted in the unexpected, overly volatile explosion of the driver’s side Takata airbag inflator in her 2003 Honda Civic EX, Vehicle Identification Number (“VIN”) 1HGEM21983L000870 (“the Subject Vehicle”).

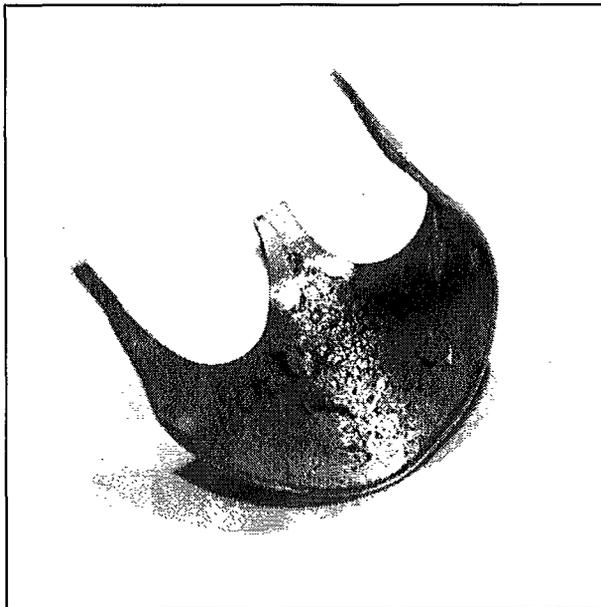
2. The overly volatile explosion of the driver’s side Takata PSDI airbag inflator in the Subject Vehicle during the Incident ruptured Stage 2 of the inflator housing, expelling multiple pieces of shrapnel which punctured the airbag in 3 locations.

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<sup>1</sup> Except as otherwise noted, Defendants Takata Corporation, TK Holdings Inc., Honda Motor Co., Ltd., Honda R & D Co., Ltd., American Honda Motor Co., Inc., Honda of America Mfg., Inc. are hereinafter referred to as the “Defendant Manufacturers.” Except as otherwise noted, the allegations against the Defendant Manufacturers are not made against Defendant Stockton #12 Automotive, Inc., d/b/a Stockton #12 Honda.



3. As a result of overly volatile explosion of the driver's side Takata PSDI inflator in the Subject Vehicle, Ms. Johnston's head and neck were pierced with one piece of razor-like metal shrapnel, severing her trachea and causing severe damage to her vocal cords and current loss of speech.



4. The Plaintiff brings this negligence, products liability, and personal injury action for her injuries sustained, including but not limited to pain, suffering, permanent disfigurement, injury and scarring, loss of enjoyment of life, and for punitive damages as well.

5. Plaintiff's products liability claims against the Defendant Manufacturers are predicated on the general negligence, gross negligence, reckless conduct and breaches of warranty and arise out of the Defendant Manufacturers' faulty selection, design, testing, manufacture, assembly, inspection, marketing, distribution, equipping, and sale of an uncrashworthy, defective, and unreasonably dangerous automobile and automobile airbag system.

6. Plaintiff's claims against Defendant Stockton #12 Automotive, Inc., d/b/a Stockton #12 Honda (hereinafter "Stockton #12") arise out of Stockton #12's independent negligent, grossly negligent and/or reckless failures, acts or omissions --- despite possessing actual and/or constructive knowledge of the Defendant Manufacturers' faulty selection, design, testing, manufacture, assembly, inspection, marketing, distribution, equipping, and sale of an uncrashworthy, defective airbag system --- to ensure that the protocol set forth in the Honda Defendants' June 19, 2014 Airbag Inflator Safety Improvement Campaign No. 14V-351 was followed when the Subject Vehicle was serviced and inspected on or about March 28, 2015 by Stockton #12.

### **PARTIES**

7. At all times relevant herein, Plaintiff Johnston is and was a citizen and resident of Centerville, Davis County, Utah and the lawful purchaser and owner of the Subject Vehicle at issue in this Complaint.

8. At all times relevant herein, Defendant Takata Corporation ("Takata") is and was a foreign

for-profit corporation organized and existing under the laws of Japan with its principal place of business at ARK Hills South Tower 4-5 Roppongi 1-Chome, Minato-ku, Tokyo, 106-8488, Japan. Takata is a specialized supplier of automotive safety systems, that designs, manufactures, assembles, tests, markets, distributes, and sells vehicle restraint systems to various Original Equipment Manufacturers (“OEM’s”), including Honda, in the United States and abroad, including specifically the airbag incorporated and used by Honda in its airbag safety system in the Subject Vehicle. Takata is a vertically-integrated company and manufactures component parts in its own facilities, and then distributes same.

9. At all times relevant herein, Defendant TK Holdings Inc. (“TK Holdings”) is and was a Delaware corporation and subsidiary and/or operational unit of Takata, headquartered in Auburn Hills, Michigan, with its principal place of business at 2500 Takata Drive, Auburn Hills, Michigan 48326. TK Holdings is in the business of designing, manufacturing, assembling, testing, promoting, advertising, distributing and selling vehicle restraint systems to various OEM’s, including Honda, including the airbag incorporated and used by Honda in its airbag safety system in the Subject Vehicle. Additionally, TK Holdings has also been identified in various materials as manufacturing the “inflators” in the frontal airbag systems that are rupturing or exploding with unreasonably dangerous, excessive concussive force and which in many instances have injured or killed vehicle occupants with shrapnel or concussive impacts, as well as the “propellant” or explosive charge used within the inflator itself. TK Holdings also is involved in the distribution of such airbag systems to OEM’s, including Honda. Moreover, to the extent the United States Department of Transportation (“DOT”) by and through the Secretary of Transportation has delegated authority to the Chief Counsel of the National Highway Traffic Safety Administration

(hereinafter “NHTSA”) by a “Special Order” dated October 30, 2014, to investigate this safety issue, it is TK Holdings that was ordered to provide responses to “demands [for] certain information and documents” provided and “signed under oath” by “**December 1, 2014,**” as to its newly initiated “PE14-016 Air Bag Inflator Rupture” investigation.<sup>2</sup>

10. Defendants Takata and TK Holdings are hereinafter collectively referred to as “Takata” or “Takata Defendants.” Takata is the manufacturer of the driver’s airbag system in Ms. Johnston’s Vehicle, which was recalled subsequent to the Incident which forms the subject matter of this Complaint.

11. Upon information and belief, the Takata Defendants actions and inactions were a proximate cause of Ms. Johnston’s injuries and damages, which were caused by the defective inflator incorporated into the airbag safety system in the Subject Vehicle that exploded on September 28, 2015 with inappropriately violent and excessive force, expelling shrapnel and resulting in the injuries and damages sought herein.

12. At all times relevant herein, Defendant Honda Motor Co., Ltd. (“Honda Motor”) is and was a foreign for-profit corporation organized and existing under the laws of Japan with its principal place of business at 2-1-1, Minami-Aoyama, Minato-ku, Tokyo 107-8556, Japan. Honda Motor manufactures and sells motorcycles, automobiles, and power products through its related subsidiaries and/or operating units, including but not limited to Honda R & D Co., Ltd., American Honda Motor Co., Inc., and Honda of America, Mfg., Inc., independent retail dealers, outlets, and authorized dealerships primarily in Japan, North America, Europe, and Asia, including the Subject Vehicle. Honda Motor has been directly involved in the safety investigation

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<sup>2</sup> See, NHSTA Special Order Directed to TK Holdings Inc., dated October 30, 2014.

and determinations made as to the motor vehicle safety issues arising from the defective and unreasonably dangerous condition of certain Honda brand vehicles it designs, manufactures and distributes for sale to the consuming public, including the Subject Vehicle. Honda Motor has actively been involved in the developing knowledge of this motor vehicle safety issue by Honda entities over the last decade, and the actions and/or inactions of same relating to this public safety hazard.

13. At all times relevant herein, Defendant Honda R & D Co., Ltd. (“Honda R&D”) is and was a foreign for-profit corporation organized and existing under the laws of Japan with its principal place at Wako Research Center, 1-4-1 Chuo, Wako 351-0-113, Japan. Honda R&D is a subsidiary of Honda Motor, works in conjunction with American Honda Motor Co., Inc., and Honda of America, Mfg., Inc., is responsible for the research, design and development of certain aspects of Honda brand vehicles, including developing and testing safety technologies for same, and was responsible for the design, development, manufacture, assembly, testing, distribution and sale of Honda brand vehicles utilizing Takata airbags primarily in Japan, North America, Europe, and Asia, including the Subject Vehicle. Honda R&D has been involved in the safety investigation and determinations made as to the motor vehicle safety issues arising from the defective and unreasonably dangerous condition of certain Honda brand vehicles it designs, manufactures and distributes for sale to the consuming public, including the Subject Vehicle. Honda R&D has actively been involved in the developing knowledge of this motor vehicle safety issue by Honda entities over the last decade, and the actions and/or inactions of same relating to this public safety hazard.

14. At all times relevant herein, Defendant American Honda Motor Co., Inc. (“American

Honda”) is and was a California corporation and a subsidiary of Honda Motor, headquartered in Torrance, California with its principal place of business at 1919 Torrance Blvd. Torrance, California 90501. American Honda designs, manufactures, assembles, tests, markets, promotes, advertises, distributes and sells Honda Motor and/or Honda brand cars, trucks, and sport utility vehicles in the United States, including the Subject Vehicle. American Honda has been identified by HMC as the “Manufacturer’s Agent” in its National Highway Traffic Safety Administration (hereinafter “NHTSA”) communications related to this motor vehicle safety issue involving exploding, unreasonably dangerous Takata airbags in Honda brand vehicles and has been directly involved in the safety investigation and determinations made as to the motor vehicle safety issues arising from the defective and unreasonably dangerous condition of certain Honda brand vehicles it makes, including the Subject Vehicle. Additionally, American Honda is responsible for the distribution of such Honda brand vehicles in the United States, Puerto Rico and the U.S. Virgin Islands. Moreover, American Honda has actively been involved in the developing knowledge of this motor vehicle safety issue by Honda entities over the last decade, and the actions and/or inactions of same relating to this public safety hazard. Finally, to the extent the United States DOT by and through the Secretary of Transportation has delegated authority to the Chief Counsel of NHTSA by a “Special Order” dated November 5, 2014, to investigate this safety issue, it is who was ordered to provide responses to “demands [for] certain information and documents” provided and “signed under oath” by **December 15, 2014,**” as to its newly initiated “PE14-016 Air Bag Inflator Rupture” investigation.<sup>3</sup>

15. At all times relevant herein, Defendant Honda of America, Mfg., Inc. (Honda Mfg.) is

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<sup>3</sup> See, NHSTA Special Order Directed to American Honda Motor Co., Inc., dated November 5, 2014.

and was an Ohio corporation and subsidiary of a subsidiary of Honda Motor, headquartered in Marysville, Ohio with its principal place of business at 24000 Honda Pkwy, Marysville, Ohio 43040. Honda Mfg. designs, manufactures, assembles, tests, markets, promotes, advertises, distributes and sells Honda Motor and/or Honda brand cars, trucks, and sport utility vehicles in the United States, including the Subject Vehicle. Honda Mfg. has been directly involved in the safety investigation and determinations made as to the motor vehicle safety issues arising from the defective and unreasonably dangerous condition of certain Honda brand vehicles it makes, including the Subject Vehicle. Moreover, Honda Mfg. has actively been involved in the developing knowledge of this motor vehicle safety issue by Honda entities over the last decade, and the actions and/or inactions of same relating to this public safety hazard.

16. At all times relevant herein, Defendants Honda Motor, Honda R&D, American Honda, and Honda Mfg. are collectively referred to as “Honda” or “Honda Defendants.”

17. Honda vehicles sold in the United States contain airbags manufactured by the Takata Defendants. NHTSA has recalled millions of Honda vehicles for having faulty Takata airbags, including the Vehicle involved in the Incident which forms the subject matter of this Complaint.

18. Upon information and belief, the Honda Defendants actions and inactions were a proximate cause of Ms. Johnston’s injuries and damages, which were caused by the defective inflator incorporated into the airbag safety system in the Subject Vehicle that exploded on September 28, 2015 with inappropriately violent and excessive force, expelling shrapnel and resulting in the injuries and damages sought herein.

19. At all times relevant herein, Defendant Stockton #12 Automotive, Inc., d/b/a Stockton #12

Honda is and was a Utah corporation and authorized Honda dealership and service provider with its principal place of business at 10860 South Automall Drive, Sandy, Salt Lake County, Utah 84070. On or about March 27, 2015, despite possessing actual and/or constructive knowledge of the Defendant Manufacturers' faulty selection, design, testing, manufacture, assembly, inspection, marketing, distribution, equipping, and sale of an uncrashworthy, defective airbag system, Defendant Stock 12 failed to act and meet its obligations to ensure that the protocol set forth in Honda's June 19, 2014 Airbag Inflater Safety Improvement Campaign No. 14V-351 was followed when it serviced the Subject Vehicle, such that the airbag system in the Subject Vehicle was not removed and replaced.

20. Upon information and belief, Defendant Stockton #12's independent actions and inactions were a proximate cause of Ms. Johnston's injuries and damages as they allowed the defective inflator incorporated into the airbag safety system in the Subject Vehicle to remain in the Subject Vehicle and explode on September 28, 2015 with inappropriately violent and excessive force, expelling shrapnel and resulting in the injuries and damages sought herein.

#### **JURISDICTION, VENUE, & TIER DESIGNATION**

21. Pursuant to Article VIII, § 5 of the Utah Constitution, and Utah Code Ann. §78A-5-102, this Court has jurisdiction over this case.

22. Defendant Takata is subject to jurisdiction under the Utah Long-Arm Statute, Utah Code Ann. § 78B-3-201 and the provisions of §78-3-205 as it, *inter alia*, caused injury within this state to Plaintiff Johnston.

23. Defendant TK Holdings is subject to jurisdiction under the Utah Long-Arm Statute, Utah Code Ann. § 78B-3-201 and the provisions of §78-3-205 as it, *inter alia*, caused injury within

this state to Plaintiff Johnston.

24. Defendant Honda Motor is subject to jurisdiction under the Utah Long-Arm Statute, Utah Code Ann. § 78B-3-201 and the provisions of §78-3-205 as it, *inter alia*, caused injury within this state to Plaintiff Johnston.

25. Defendant Honda R & D is subject to jurisdiction under the Utah Long-Arm Statute, Utah Code Ann. § 78B-3-201 and the provisions of §78-3-205 as it, *inter alia*, caused injury within this state to Plaintiff Johnston.

26. Defendant American Honda is subject to jurisdiction under the Utah Long-Arm Statute, Utah Code Ann. § 78B-3-201 and the provisions of §78-3-205 as it, *inter alia*, caused injury within this state to Plaintiff Johnston.

27. Defendant Honda Mfg. is subject to jurisdiction under the Utah Long-Arm Statute, Utah Code Ann. § 78B-3-201 and the provisions of §78-3-205 as it, *inter alia*, caused injury within this state to Plaintiff Johnston.

28. Defendant Stockton # 12 is subject to jurisdiction as it is a domestic corporation and Plaintiff's claims against it arise out of conduct which occurred within this state and which caused an injury to the Plaintiff in this state.

29. Venue is proper in this Court under Utah Code Ann. § 78B-3-307(1)(b) as Defendant Stockton #12 has its principal place of business and resides within this County and District.

30. Plaintiff's claims for damages against Defendant are such as to qualify their claims for Tier 3 discovery as defined by Rule 26(c) of the Utah Rules of Civil Procedure as amended in 2011, effective November 1, 2011.

## FACTUAL ALLEGATIONS

31. The Subject Vehicle was designed, manufactured, assembled, inspected, tested, equipped, marketed and distributed by the Defendant Manufacturers in 2002.

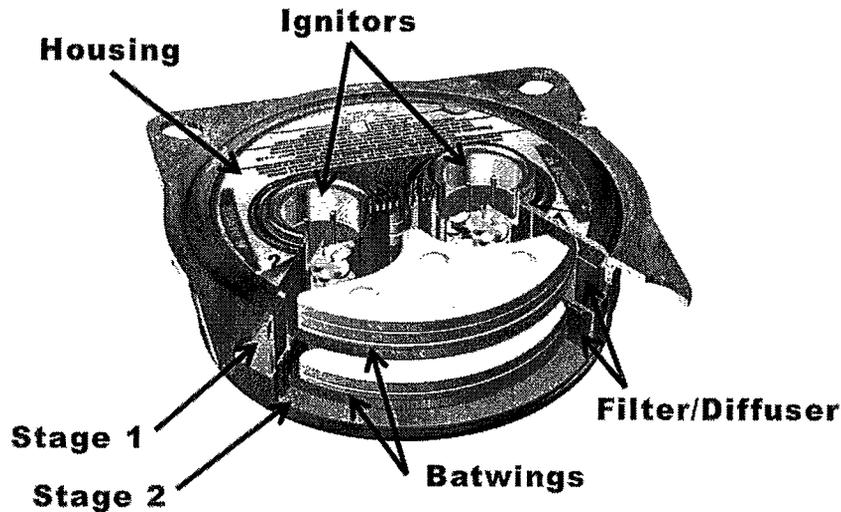
32. The Takata Defendants substantially participated in the design and integration of the driver's side airbag module into the Subject Vehicle.

33. As originally designed, manufactured, assembled, inspected, tested, equipped, marketed and distributed manufactured, assembled, inspected, tested, equipped, marketed and distributed, the Subject Vehicle contained a driver's side airbag module supplied to the Honda Defendants by the Takata Defendants.

34. As originally designed, manufactured, assembled, inspected, tested, equipped, marketed and distributed manufactured, assembled, inspected, tested, equipped, marketed and distributed, the Subject Vehicle's Takata-supplied driver's side airbag module contained a component known as an inflator.

35. As originally designed, manufactured, assembled, inspected, tested, equipped, marketed and distributed, the Subject Vehicle's Takata-supplied driver's side airbag module contained a specific inflator designated by the Takata Defendants, and known to the Honda Defendants, as a Programmable Smokeless Drivers Inflator or PSDI.

36. The PSDI is a two stage inflator which utilizes Takata's 2004 Propellant. The 2004 Propellant is comprised of Phase Stabilized Ammonium Nitrate (PSAN) pressed into what Takata refers to as "Batwings". The two stage design allows the inflator output to be varied according to the severity of the crash.



37. As originally designed, manufactured, assembled, inspected, tested, equipped, marketed and distributed, the Subject Vehicle's Takata-supplied driver's side airbag module contained a PSDI inflator bearing Serial # JGDN233120\$, manufactured and assembled in 2002 by the Takata Defendants at one of their facilities in LaGrange, Georgia.

38. As originally designed, manufactured, assembled, inspected, tested, equipped, marketed and distributed, the Subject Vehicle's Takata-supplied driver's side airbag module contained a PSDI inflator which was in a defective condition and was unreasonably dangerous to foreseeable users and consumers of the Subject Vehicle.

39. Upon information and belief, after it was designed, assembled and manufactured by the Defendant Manufacturers the Subject Vehicle was initially leased to consumer by Honda dealership in Pennsylvania in 2002.

40. Upon information and belief, the Subject Vehicle was later resold by a Honda dealership

in New Jersey in 2005.

41. Upon information and belief, from 2006 to 2009 the Subject Vehicle was registered and titled in the State of Florida.

42. Upon information and belief, from 2006 to 2009 the Subject Vehicle was owned and operated in the greater Miami-area by an individual or individuals who resided in South Florida.

43. Upon information and belief, from 2006 to 2009 the Subject Vehicle was primarily located in the greater-Miami area in South Florida.

44. On February 4, 2014, the Honda Defendants, through the “American Honda Parts, Service, & Technical Division, Campaign Administration,” contacted “All Honda Sales, Service & Parts Managers and Personnel” with correspondence regarding “VIN Inquiry Status Check” (hereinafter the “February 2014 iN Correspondence.”)

45. The group “All Honda Sales, Service & Parts Managers and Personnel” contacted in the February 2014 iN Correspondence included Defendant Stockton # 12 and its agents, officials and employees.

46. In the February 2014 iN Correspondence, the Honda Defendants specified to “All Honda Sales, Service & Parts Managers and Personnel” that “As you may know, several people were injured and two people died while driving vehicles subject to the current Takata airbag inflator replacement campaign; one despite the fact that recall notices for her vehicle had been mailed many months earlier.”

47. In the February 2014 Correspondence, the Honda Defendants relayed to “All Honda Sales, Service & Parts Managers and Personnel” that “American Honda’s policy requires that

dealerships check the VIN of each and every vehicle that is brought into a dealership for any service to determine if that vehicle is subject to a service campaign/recall, and then to advise the client of that fact.” (emphasis in original).

48. In the February 2014 iN Correspondence, the Honda Defendants informed “All Honda Sales, Service & Parts Managers and Personnel” that “Dealerships are also required to complete any necessary inspections and/or repairs required by the service campaign/recall to the extent possible (SOM §7.2.1).”

49. In the February 2014 iN Correspondence, the Honda Defendants told “All Honda Sales, Service & Parts Managers and Personnel” that “Failure to perform these responsibilities may put the safety and lives of our clients at risk, and also exposes the dealership to civil litigation by any person who is injured or killed as a result of that failure.”

50. In the February 2014 iN Correspondence the Honda Defendants admonished “All Honda Sales, Service & Parts Managers and Personnel” to “**Please ensure that your dealership’s policies require that service personnel check the service campaign/recall status of each and every vehicle that is brought in for any service and that all applicable repairs are performed so that none of your customers are harmed as a result of an unrepaired safety defect.**” (emphasis in original).

51. On June 19, 2014, the Honda Defendants informed NHTSA of their Airbag Inflator Safety Improvement Campaign No. 14V-351, which they described to NHTSA at that time as a “safety improvement campaign for the driver’s airbag inflator in certain model year Honda and Acura vehicles....”

52. According to the Honda Defendants’ June 19, 2014, Airbag Inflator Safety Improvement

Campaign No. 14V-351, on August 6, 2013, “Honda received a claim via a NHTSA Hotline complaint of an energetic deployment of a driver’s airbag inflator in Florida, outside of the previous recall range. This is the only occurrence outside of the recall range in a Honda or Acura vehicle.”

53. According to the Honda Defendants’ June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351, on October 10, 2013, “Honda inspected the vehicle involved in the allegation of the energetic airbag deployment and confirmed the affected airbag module serial number.”

54. According to the Honda Defendants’ June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351, on October 22, 2013, “Honda and Takata began a joint investigation with the manufacturer of the airbag inflator.”

55. According to the Honda Defendants’ June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351, on January 22, 2014, “Honda and Takata provided an interim investigation report to NHTSA ODI, and continued investigating potential causes of the inflator rupture.”

56. According to the Honda Defendants’ June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351, between January and June 2014, “Honda and Takata conducted part collection and analysis, focusing on the same production lot as the ruptured inflator.”

57. According to the Honda Defendants’ June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351, in May 2014, “Takata received approval from the owner of the vehicle that experienced the inflator rupture to conduct material testing and other analysis on the parts retrieved from the vehicle.”

58. According to the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351, on June 13, 2014, "NHTSA contacted Honda to discuss the possibility of a safety improvement campaign to support the ongoing investigation of the cause of energetic driver's airbag inflators, focusing on locations in the U.S. that experience high absolute humidity levels and high temperatures."

59. Pursuant to the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351, the vehicles at issue included "All 2001-2005 model year" Honda Civics "that were originally sold in, or ever registered in geographic locations known for high absolute humidity," including "Florida."

60. Pursuant to the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351, the vehicles at issue contained a "Driver's Airbag Inflator" supplied by the Takata Defendants.

61. Pursuant to the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351, a safety concern existed because affected vehicles containing a driver's side airbag inflator supplied by the Takata Defendants and which were being, or had been "operated in areas that are known for high absolute humidity may contain a driver's (frontal) airbag inflator that could produce excessive internal pressure."

62. Pursuant to the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351, a safety concern existed because affected vehicles containing a driver's side airbag inflator supplied by the Takata Defendants because "If an airbag deploys with excessive internal pressure, it may cause the inflator to rupture. In the event of an inflator rupture, metal fragments could pass through the airbag cushion material possibly causing injury or fatality

to vehicle occupants.”

63. Pursuant to the Honda Defendants’ June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351, “The owners of all vehicles [were to] be contacted by mail and asked to take their vehicle to a Honda or Acura automobile dealer.”

64. Pursuant to the Honda Defendants’ June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351, “The dealer will replace the driver’s airbag inflator, free of charge.”

65. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge of the Honda Defendants’ June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351.

66. On or about March 27, 2015, Plaintiff Randi R. Johnston purchased the Subject Vehicle in the State of Utah.

67. On or about March 27, 2015, Defendant Stockton # 12 performed a “multi point inspection” on the Subject Vehicle.

68. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge that the Subject Vehicle was a 2003 Honda Civic bearing Vehicle Identification Number (“VIN”) 1HGEM21983L000870.

69. On March 27, 2015, Defendant Stockton # 12 was aware, per the February 2014 iN Correspondence, of its obligation and duty to check the VIN of each and every vehicle that was brought into its dealership for ANY service to determine if that vehicle is subject to a service campaign/recall, and then to advise the client of that fact.

70. On March 27, 2015, Defendant Stockton # 12 was aware, per the February 2014 iN

Correspondence, that if it failed to fulfill its obligation and duty to check the VIN of each and every vehicle, including the Subject Vehicle, which was brought into its dealership for ANY service in order determine if a given vehicle was subject to a service campaign/recall that it was exposing its customers to harm as a result of an unrepaired safety defect.

71. On March 27, 2015, Defendant Stockton # 12 was aware, per the February 2014 iN Correspondence, of its duty and obligation to complete any necessary inspections and/or repairs required by any service campaigns or recalls applicable to a given vehicle.

72. On March 27, 2015, Defendant Stockton # 12 was aware, per the February 2014 iN Correspondence, that if it failed to fulfill its duty and obligation to complete any necessary inspections and/or repairs required by the service campaign/recall, to the extent possible, that it was exposing its customers to harm as a result of an unrepaired safety defect.

73. On March 27, 2015, no conditions existed which made it impossible for Defendant Stockton # 12 to complete the necessary inspections and/or repairs required by the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351.

74. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge that the Subject Vehicle's model year was 2003.

75. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge that the Subject Vehicle had been registered and titled in the State of Florida from 2006 to 2009.

76. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge that the Subject Vehicle had been owned and operated in the greater Miami-area by an individual or individuals who resided in South Florida from 2006 to 2009.

77. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge that the Subject Vehicle had been primarily located in the greater-Miami area in South Florida from 2006 to 2009.

78. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge of the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351.

79. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge that the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351 identified the vehicles at issue in the campaign as "All 2001-2005 model year" Honda Civics "that were originally sold in, or ever registered in geographic locations known for high absolute humidity," including "Florida."

80. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge that the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351 identified the vehicles at issue in the campaign contained a "Driver's Airbag Inflator" supplied by the Takata Defendants.

81. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge that the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351 expressed a safety concern because it noted that affected vehicles containing a driver's side airbag inflator supplied by the Takata Defendants and which were being, or had been "operated in areas that are known for high absolute humidity may contain a driver's (frontal) airbag inflator that could produce excessive internal pressure."

82. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge

that the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351 expressed a safety concern regarding driver's side airbag inflator supplied by the Takata Defendants because it noted that "If an airbag deploys with excessive internal pressure, it may cause the inflator to rupture. In the event of an inflator rupture, metal fragments could pass through the airbag cushion material possibly causing injury or fatality to vehicle occupants."

83. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge that the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351 specified that "The dealer will replace the driver's airbag inflator, free of charge."

84. On March 27, 2015, despite having actual and/or constructive knowledge of the terms of the February 2014 iN Correspondence, Defendant Stockton # 12 failed to check the VIN of the Subject Vehicle for any service to determine if the vehicle was subject to a service campaign/recall, including but not limited to the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351; or, in the alternative, performed that check in such a grossly incompetent manner as to completely fail to identify the applicability of the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351 to the Subject Vehicle.

85. On March 27, 2015, Defendant Stockton # 12 did not "replace the driver's airbag inflator" in the Subject Vehicle despite having actual and/or constructive knowledge of the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351.

86. On March 27, 2015, Defendant Stockton # 12 did not "replace the driver's airbag inflator" in the Subject Vehicle despite having actual and/or constructive knowledge that the Subject Vehicle's model year was a 2003 Honda Civic.

87. On March 27, 2015, Defendant Stockton # 12 did not “replace the driver’s airbag inflator” in the Subject Vehicle despite having actual and/or constructive knowledge that the Subject Vehicle had been registered and titled in the State of Florida from 2006 to 2009.

88. On March 27, 2015, Defendant Stockton # 12 did not “replace the driver’s airbag inflator” in the Subject Vehicle despite having actual and/or constructive knowledge the Subject Vehicle had been owned and operated in the greater Miami-area by an individual or individuals who resided in South Florida from 2006 to 2009.

89. On March 27, 2015, despite having actual and/or constructive knowledge of the terms of the February 2014 iN Correspondence, Defendant Stockton # 12 failed to inform the Plaintiff that the Subject Vehicle was covered by the Honda Defendants’ June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351.

90. At no time between June 19, 2014 and the date of the Incident did the Honda Defendants, the Takata Defendants, Defendant Stockton # 12 or any third parties contact, or make any other attempts to contact or locate Randi Johnston or the current owner of the 2003 Honda Civic at issue in this case through mail or otherwise, and request that this vehicle be taken to a Honda or Acura automobile dealer for repair.

91. At no time between June 19, 2014 and the date of the Incident did the Honda Defendants, the Takata Defendants, Defendant Stockton # 12 or any third parties contact, or make any other attempts to contact or locate Randi Johnston or the current owner of the 2003 Honda Civic at issue in this case through mail or otherwise, and inform them that a Honda automobile dealer would replace the driver’s airbag inflator in the Subject Vehicle free of charge.

92. At no time between June 19, 2014 and the date of the Incident did Plaintiff Johnston

become aware of Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351 or the topics discussed therein.

93. At no time between June 19, 2014 and the date of the Incident did Plaintiff Johnston have any direct knowledge of the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351.

94. At no time between June 19, 2014 and the date of the Incident did Plaintiff Johnston have any direct knowledge that Subject Vehicle was among the cars identified in the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351.

95. Upon information and belief, between 2002 and March 27, 2015, there were no substantial alterations or modifications to the Subject Vehicle and the component parts at issue in the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351.

96. Upon information and belief, between 2002 and March 27, 2015, there were no substantial alterations or modifications to the Subject Vehicle which changed the purposes for which the Subject Vehicle, including but not limited to its driver's side airbag safety system, was used from those for which it was originally designed, tested or intended by the Defendant Manufacturers.

97. Upon information and belief, between 2002 and March 27, 2015 there were no substantial alterations or modifications to the Subject Vehicle which changed the manner in which the Subject Vehicle, including but not limited to its driver's side airbag module, was used from those for which it was originally designed, tested or intended by the Defendant Manufacturers.

98. Upon information and belief, between 2002 and March 27, 2015, there were no substantial alterations or modifications to the Subject Vehicle which changed the manner in which the

Subject Vehicle, including but not limited to its driver's side airbag module, functioned from those for which it was originally designed, tested or intended by the Defendant Manufacturers.

99. Upon information and belief, between 2002 and March 27, 2015, there were no substantial alterations or modifications to the Subject Vehicle which changed the manner in which the Subject Vehicle, including but not limited to its driver's side airbag safety system, was designed from the way it was originally designed, tested or intended by the Defendant Manufacturers.

100. Upon information and belief, between 2002 and March 27, 2015, there were no substantial, unforeseeable alterations or modifications to the Subject Vehicle and the component parts at issue in the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351 .

101. Upon information and belief, between 2002 and March 27, 2015, there were no substantial, unforeseeable alterations or modifications to the Subject Vehicle which changed the purposes for which the Subject Vehicle, including but not limited to its driver's side airbag safety system, was used from those for which it was originally designed, tested or intended by the Defendant Manufacturers.

102. Upon information and belief, between 2002 and March 27, 2015 there were no substantial, unforeseeable alterations or modifications to the Subject Vehicle which changed the manner in which the Subject Vehicle, including but not limited to its driver's side airbag safety system, was used from those for which it was originally designed, tested or intended by the Defendant Manufacturers.

103. Upon information and belief, between 2002 and March 27, 2015, there were no substantial, unforeseeable alterations or modifications to the Subject Vehicle which changed the

manner in which the Subject Vehicle, including but not limited to its driver's side airbag safety system, functioned from those for which it was originally designed, tested or intended by the Defendant Manufacturers.

104. Upon information and belief, between 2002 and March 27, 2015, there were no substantial, unforeseeable alterations or modifications to the Subject Vehicle which changed the manner in which the Subject Vehicle, including but not limited to its driver's side airbag safety system, was designed from the way it was originally designed, tested or intended by the Defendant Manufacturers.

105. At the time Plaintiff Randi R. Johnston purchased the Subject Vehicle, it contained a driver's side airbag module supplied to the Honda Defendants by the Takata Defendants.

106. At the time Plaintiff Randi R. Johnston purchased the Subject Vehicle, its Takata-supplied driver's side airbag module contained a component known as an inflator.

107. At the time Plaintiff Randi R. Johnston purchased the Subject Vehicle, its Takata-supplied driver's side airbag module contained a specific inflator designated by the Takata Defendants, and known to the Honda Defendants, as a PSDI inflator.

108. At the time Plaintiff Randi R. Johnston purchased the Subject Vehicle, its Takata-supplied driver's side airbag module contained a PSDI inflator bearing Serial # JGDN233120\$, manufactured and assembled in 2002 by the Takata Defendants at one of their facilities in LaGrange, Georgia.

109. At the time Plaintiff Randi R. Johnston purchased the Subject Vehicle, its Takata-supplied driver's side airbag module contained a PSDI inflator which was in a defective condition and was

unreasonably dangerous to foreseeable users and consumers of the Subject Vehicle.

110. On May 27, 2015, the Subject Vehicle was recalled by the Honda Defendants as part of Recall No. 15V-320.

111. In Recall No. 15V-320, the Honda Defendants identified the following as a safety risk present in the Subject Vehicle: “The driver's front airbag inflator could produce excessive internal pressure upon deployment. If an affected airbag deploys, the increased internal pressure may cause the inflator to rupture (break apart) and deploy abnormally. In the event of an inflator rupture, metal fragments could pass through the airbag cushion material possibly causing serious injury or fatality to you or others in the vehicle. Past ruptures like this have killed and injured vehicle drivers.”

112. At no time between May 27, 2015 and the date of the Incident did the Honda Defendants, the Takata Defendants, Defendant Stockton # 12 or any third parties contact Plaintiff Johnston to inform her about Recall No. 15V-320 or the topics covered therein.

113. At no time between May 27, 2015 and the date of the Incident did Plaintiff Johnston become aware of Recall No. 15V-320 or the topics covered therein.

114. At no time between May 27, 2015 and the date of the Incident did Plaintiff Johnston have any direct knowledge of the Recall No. 15V-320.

115. At no time between May 27, 2015 and the date of the Incident did Plaintiff Johnston have any direct knowledge that Subject Vehicle was among the cars recalled via Recall No. 15V-320.

116. On September 25, 2015, three days before the Incident, the Subject Vehicle was included in a second recall by the Honda Defendants, No. 15V-370, this time identifying hazards posed by

the front passenger's side inflator.

117. In Recall No. 15V-370, the Honda Defendants identified the following as a safety risk present in the Subject Vehicle: "The passenger's front airbag inflator could produce excessive internal pressure upon deployment. If an affected airbag deploys, the increased internal pressure may cause the inflator to rupture (break apart) and deploy abnormally. In the event of an inflator rupture, metal fragments could pass through the airbag cushion material possibly causing serious injury or fatality to you or others in the vehicle."

118. At no time between May 27, 2015 and the date of the Incident did the Honda Defendants, the Takata Defendants, Defendant Stockton # 12 or any third parties contact Plaintiff Johnston to inform her about Recall No. 15V-320 or the topics covered therein.

119. At no time between September 25, 2015 and the date of the Incident did Plaintiff Johnston become aware of Recall No. 15V-370 or the topics covered therein.

120. At no time between September 25, 2015 and the date of the Incident did Plaintiff Johnston have any direct knowledge of the Recall No. 15V-370.

121. At no time between September 25, 2015 and the date of the Incident did Plaintiff Johnston have any direct knowledge that Subject Vehicle was among the cars recalled via Recall No. 15V-370.

122. On the morning of September 28, 2015, Plaintiff Randi R. Johnston was driving the Subject Vehicle on I-15 in North Salt Lake, Utah on her way to work when she was involved in a foreseeable automobile collision ("the Incident").

123. The Incident resulted in accident forces sufficient enough to cause deployment of both

the driver's and passenger's airbags.

124. Instead of the controlled lifesaving deployment as required in such circumstances, the Incident resulted in the unexpected, overly volatile explosion of the driver's side Takata PSDI airbag inflator in the Subject Vehicle originally designed, manufactured, assembled, inspected, tested, equipped, marketed and distributed by the Defendant Manufacturers.

125. During the Incident, the Subject Vehicle's Takata-supplied frontal PSDI driver airbag inflator exploded internally and with excessive force and caused the metal inflator housing to rupture and expel large, sharp pieces of metal shrapnel from the inflator housing, one of which directly severed Ms. Johnston's trachea, causing catastrophic injuries to her vocal chords and leaving life altering permanent scars and injuries.

126. Ms. Johnston required hospitalization and surgical intervention to remove the large piece of metal shrapnel from the Takata PSDI inflator from her neck and stitch the large cut closed, which has since resulted in a large, permanent scar that still remains grossly apparent to date.

127. At the time of the Incident, the Subject Vehicle contained a driver's side airbag module supplied to the Honda Defendants by the Takata Defendants.

128. At the time of the Incident, the Subject Vehicle's Takata-supplied driver's side airbag module contained a component known as an inflator.

129. At the time of the Incident, the Subject Vehicle's Takata-supplied driver's side airbag module contained a specific inflator designated by the Takata Defendants, and known to the Honda Defendants, as a PSDI inflator.

130. At the time of the Incident, the Subject Vehicle's Takata-supplied driver's side airbag

module contained a PSDI inflator bearing Serial # JGDN233120\$, manufactured and assembled in 2002 by the Takata Defendants at one of their facilities in LaGrange, Georgia.

131. At the time of the Incident, the Subject Vehicle's Takata-supplied driver's side airbag module contained a PSDI inflator which was in a defective condition and was unreasonably dangerous to foreseeable users and consumers of the Subject Vehicle.

132. Upon information and belief, between 2002 and date of the Incident there were no substantial alterations or modifications to the Subject Vehicle including but not limited to its driver's side airbag module.

133. Upon information and belief, between 2002 and date of the Incident, there were no substantial alterations or modifications to the Subject Vehicle which changed the purposes for which the Subject Vehicle, including but not limited to its driver's side airbag module, was used from those for which it was originally designed, tested or intended by the Defendant Manufacturers.

134. Upon information and belief, between 2002 and date of the Incident there were no substantial alterations or modifications to the Subject Vehicle which changed the manner in which the Subject Vehicle, including but not limited to its driver's side airbag module, was used from those for which it was originally designed, tested or intended by the Defendant Manufacturers.

135. Upon information and belief, between 2002 and time of the Incident there were no substantial alterations or modifications to the Subject Vehicle which changed the manner in which the Subject Vehicle, including but not limited to its driver's side airbag module, functioned from those for which it was originally designed, tested or intended by the Defendant Manufacturers.

136. Upon information and belief, between 2002 and time of the Incident there were no substantial alterations or modifications to the Subject Vehicle which changed the manner in which the Subject Vehicle, including but not limited to its driver's side airbag module, was designed from way it was originally designed, tested or intended by the Defendant Manufacturers.

137. Upon information and belief, between 2002 and time of the Incident there were no substantial, unforeseeable alterations or modifications to the Subject Vehicle, including but not limited to its driver's side airbag module,.

138. Upon information and belief, between 2002 and time of the Incident there were no substantial, unforeseeable alterations or modifications to the Subject Vehicle which changed the purposes for which the Subject Vehicle, including but not limited to its driver's side airbag module, was used from those for which it was originally designed, tested or intended by the Defendant Manufacturers.

139. Upon information and belief, between 2002 and time of the Incident there were no substantial, unforeseeable alterations or modifications to the Subject Vehicle which changed the manner in which the Subject Vehicle, including but not limited to its driver's side airbag module, was used from those for which it was originally designed, tested or intended by the Defendant Manufacturers.

140. Upon information and belief, between 2002 and time of the Incident there were no substantial, unforeseeable alterations or modifications to the Subject Vehicle which changed the manner in which the Subject Vehicle, including but not limited to its driver's side airbag module, functioned from those for which it was originally designed, tested or intended by the Defendant Manufacturers.

141. Upon information and belief, between 2002 and time of the Incident there were no substantial, unforeseeable alterations or modifications to the Subject Vehicle which changed the manner in which the Subject Vehicle, including but not limited to its driver's side airbag module, was designed from the way it was originally designed, tested or intended by the Defendant Manufacturers.

142. The actions and inactions of the Defendant Manufacturers, which led to defects being present in the Subject Vehicle and its component parts on September 28, 2015 that prevented a normal, safe and expected airbag deployment in the Subject Vehicle at the time of the collision, were a proximate cause Plaintiff's injuries and damages.

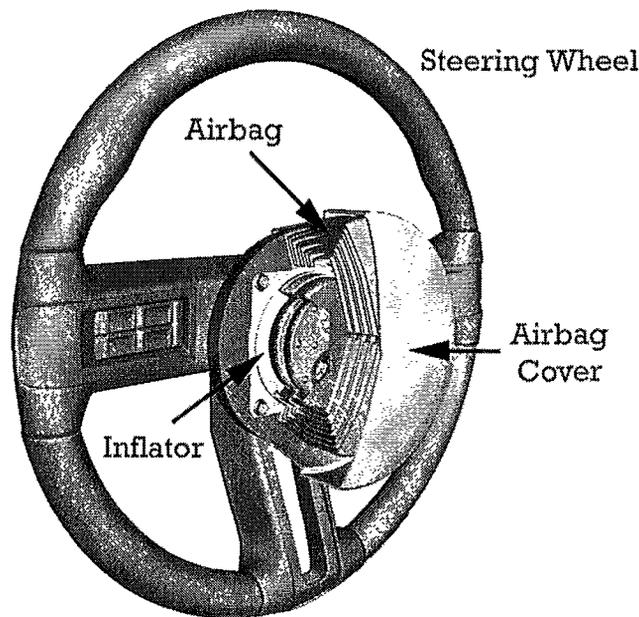
143. The independent actions and inactions of the Defendant Stockton # 12, which failed to remedy the defects being present in the Subject Vehicle and its component parts prior to September 28, 2015, also prevented a normal, safe and expected airbag deployment in the Subject Vehicle at the time of the collision and were a proximate cause of Plaintiff's injuries and damages.

#### **AGGRAVATING CIRCUMSTANCES**

144. Airbags are a critical component in the safety features of virtually every motor vehicle sold in the United States and throughout the world. Currently, over 30,000 people are killed in motor vehicle accidents each year in the United States. Remarkably, that number is nearly half of what it was in 1966, when over 50,000 Americans died in car crashes. The drastic reduction is, in large part, due to tremendous advances in vehicle occupant safety, including the widespread use of seatbelts and airbags.

145. In order to prevent serious injury and death resulting from bodily impact with the hard

interior surfaces of automobiles, like windshields, steering columns, dashboards, and pillars, upon a vehicle experiencing a specified change in velocity in a collision, accelerometers and sensors in the vehicle frame trigger the vehicle airbags to deploy. Because collisions can occur at rates of speed that can cause serious injury, to be effective, airbags must deploy timely and at appropriate velocity to be effective, but not subject the occupant to additional unnecessary harm. To accomplish this, the airbag system is through highly conductive metals, such as gold, and the airbag systems use small explosive charges to immediately inflate the airbags upon being triggered.



146. Defendant Takata is the world's second largest manufacturer of automotive safety devices, including airbags. Takata has supplied airbags to U.S. consumers and to state and local governmental purchasers since at least 1983. Airbags made up 37.3% of Takata's automotive safety products business in 2007. Takata also develops other safety technologies, including cushions and inflators, which are components of Takata-manufactured airbags.

147. This case flows directly from the now admitted fact that Takata's inflators and propellant in its airbag systems were defectively manufactured, since as early as 2001, and perhaps earlier, and deliberately and continuously placed into the stream-of-commerce by Takata, despite repeated and known reports of injuries and deaths to the consumer public caused by their products.

148. More specifically, the inflators at issue in this case were developed by Takata in the late 1990s in an effort to make inflators more compact and to reduce the toxic fumes that earlier inflator models emitted when deployed. The redesigned airbags are inflated by means of an explosive based on a common compound used in fertilizer. That explosive is encased in a metal canister called an inflator.

149. Takata Corporation has, since at least 2007, claimed to prioritize driver safety as its "dream."<sup>4</sup> Based on that "dream," they claimed to be "motivated by the preciousness of life" and pledged to both "communicate openly and effectively."<sup>5</sup> Takata has failed to live up to that dream, however, by manufacturing, distributing, and selling airbags that can cause serious bodily injury or death since that time.

150. Airbags are meant to inflate timely during an automobile collision but with only such force necessary to cushion the occupant from impact to the vehicle's interior and not cause additional enhanced injury. When people operate a motor vehicle or ride in one as a passenger, they trust and rely on the manufacturers of those motor vehicles to make those vehicles safe. The Defective Vehicles contain airbags manufactured by Defendant Takata that, instead of

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<sup>4</sup> Takata Company Investor's Meeting Presentation- Investment Highlights, FY2007, at 3.

<sup>5</sup> *Id.*

protecting vehicle occupants from bodily injury during accidents, violently explode using excessive force, and in many incidents, expel lethal amounts of metal debris and shrapnel at vehicle occupants.

151. More specifically, rather than deploying the airbags to prevent injuries, the defective Takata airbag inflators quite literally blow up like hand-grenades, sending lethal metal and plastic shrapnel into the vehicle cockpit and into the bodies of the drivers and passengers. In fact, in one otherwise non-catastrophic collision, responding police opened a homicide investigation because it appeared that the deceased driver had been stabbed multiple times in the head and neck immediately before crashing her car. In truth and fact, the defective Takata airbag had exploded and killed the driver by sending metal and plastic fragments into her body.

152. Takata knew of the deadly airbag defect at least 13 years ago, but did nothing to prevent ongoing injury and loss of life. Takata's first airbag defect recall stemmed from defective manufacturing in 2000, but was limited (by Takata) to a recall of select Isuzu vehicles. In Alabama, in 2004, a Takata airbag in a Honda Accord exploded, shooting out metal fragments which gravely injured the driver. Honda and Takata unilaterally deemed it "an anomaly" and did not issue a recall, adequately investigate it themselves, or seek the involvement of federal safety regulators. Instead, they brushed it under the rug: Takata kept making defective airbags; and Honda kept putting them in its vehicles while marketing them as highly safe and of high quality.

153. Further, prior to selecting, designing, manufacturing, assembling, inspecting, testing, equipping, marketing, distributing, and/or selling the Vehicle, the Honda Defendant Manufacturers knew that alternative driver's frontal airbag system designs existed, that they were safer, more practical and both technologically and economically feasible for inclusion in the Vehicle, and they

were aware that those alternative designs would have eliminated the defective and unsafe characteristics of the Vehicle without impairing its usefulness or making it too expensive, yet they failed to make the necessary changes to make their products safe.

154. Also, despite the shocking records of injuries, like this one, and deaths caused by Takata products dating back to at least 2004, both Takata and Honda were slow to report the full extent of the danger to drivers and passengers which existed, and Honda specifically, failed to issue appropriate recalls to keep its car buyers safe.

155. As a result, during the Incident involved and at issue in this Complaint, the Vehicle contained a driver's side airbag manufactured by the Takata Defendants that, instead of protecting vehicle occupants from bodily injury during accidents, violently exploded, with excessive force, to expel shrapnel into the Vehicle owned by Plaintiff Randi R. Johnston to destroy her property and cause her extensive physical injuries and damages.

156. An automotive component supplier that manufactures and sells airbags in automobiles and vehicle manufacturers must take all necessary steps to ensure that its products—which can literally mean the difference between life and death in an accident—function as designed, specified, promised, and intended. Profits *must* take a back seat to safety for the airbag manufacturer and the automobile manufacturer in making its product sourcing decisions. Yet Takata and Honda BOTH put profits ahead of safety. Takata cut corners to build cheaper airbags, and Honda bought its airbags from Takata to save money. The result is that instead of saving lives, faulty Takata airbags in Honda automobiles are killing and maiming drivers and passengers, like Plaintiff Randi R. Johnston, involved in otherwise minor and survivable accidents.

157. Even more alarming, rather than take the issue head-on and immediately do everything in their power to prevent further injury and loss of life, the Defendant Manufactures actively conspired and engaged in a pattern of deception and obfuscation, only very recently beginning a partial recall of affected vehicles. Indeed, the danger of exploding airbags and the number of vehicles affected was not disclosed for years after it became apparent there was a potentially lethal problem. Instead, Takata and Honda repeatedly failed to fully investigate the problem and issue proper recalls, allowing the problem to proliferate and cause numerous injuries and deaths over the last 13 years. They, also, have continued provided contradictory and inconsistent explanations to regulators for the defects in Takata's airbags, leading to more confusion and delay.

158. It was not until 2013 that a more detailed recounting of Takata's safety failures was revealed. In fact, it was not until April of that year that, in a 2013 Report, Takata finally admitted that its affected inflators were installed as original equipment in vehicles manufactured by car manufacturers other than Honda, including Toyota, Nissan, Mazda, and BMW.<sup>6</sup> Also in that Report, Takata asserted that it did not know how many inflators were installed in vehicles, as it did not have those records.<sup>7</sup> While it did not have the information to estimate the number of vehicles affected, Takata still insisted that the total number of installed inflators would be extremely low.<sup>8</sup>

159. To date, over 34 million vehicles with Takata's airbags have been recalled worldwide, and there are reports that additional vehicles that have not yet been disclosed by the Defendants

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<sup>6</sup> See Takata's Defect Information Report titled, "Certain Airbag Inflators Used as Original Equipment," dated April 22, 2013, at Page 2-3.

<sup>7</sup> *Id.*

<sup>8</sup> *Id.*

could join the list of recalls. The large majority of those recalls have come only within the last year despite the fact that many of the vehicles were manufactured with a potentially defective and dangerous airbag over a decade ago.

160. The full scope of the defects, however, still has yet to be determined. More information about Takata's defective airbags continues to be uncovered today, and upon information and belief, there are thousands of Honda drivers and passengers and vehicle owners and operators that still remain at risk today due to the un-recalled defective vehicles still on the road.

161. U.S. federal prosecutors have taken notice of Takata and Honda's failure to properly report the problem with its airbags and are trying to determine whether Takata and/or Honda deliberately misled U.S. regulators about the number of defective airbags it sold to automakers.

162. The Takata and Honda Defendants knew or should have known that the Takata airbags installed in millions of vehicles, including the Subject Vehicle, were defective. And both Takata and Honda, who concealed their knowledge of the nature and extent of the defects from the public, have shown a blatant disregard for public welfare and safety.

### **CONDITIONS PRECEDENT**

163. All conditions precedent to the bringing of this action and Plaintiff's rights to the relief sought herein have occurred, have been performed or have been excused.

### **CLAIMS FOR RELIEF**

#### **FIRST CLAIM FOR RELIEF**

#### **Negligence, Gross Negligence, Willful and Wanton Conduct:**

#### **Design Defect As to The Defendant Manufacturers Under The Utah Product Liability Act,, Utah Code Ann. § 78B-6-701 et seq.**

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

herein.

165. At all times relevant herein, Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. selected, designed, manufactured, assembled, inspected, tested, equipped, marketed, distributed, and sold the Vehicle and its components, including but not limited to, equipping it with its driver's frontal airbag system.

166. At all times relevant herein, Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. designed the Vehicle and its driver's frontal airbag system and each Defendant owed Plaintiff a duty of reasonable care to select, design, manufacture, assemble, inspect, test, equip, market, distribute, and sell the Vehicle and its components, including the driver's frontal airbag system, so that it would provide a reasonable degree of occupant protection and safety during foreseeable collisions occurring in the real world highway environment of its expected use.

167. At all times relevant herein, as selected, designed, manufactured, assembled, inspected, tested, equipped, marketed, distributed, and sold by Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg., the Vehicle is and was uncrashworthy, defective, unreasonably dangerous, and unsafe for foreseeable users and occupants because its driver's frontal airbag system is and was inadequately designed and constructed, and failed to provide the degree of occupant protection, and safety a reasonable consumer would expect in foreseeable accidents occurring in the real world environment of its expected use.

168. At all times relevant herein, Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. each were collectively and respectively negligent, grossly negligent, willful, wanton, reckless and careless in the design of the Subject Vehicle and

breached their duties of care owed to Plaintiff by:

- a. failing to adopt and implement adequate safety hierarchy procedures and policies;
- b. failing to design, manufacture, test, assemble and/or install the driver's airbag system so as to prevent it from having excessively energetic propellant, deploying with excessive force, and/or from expelling shrapnel in foreseeable collisions to kill or injure drivers or passengers upon air bag deployment during the same;
- c. failing to design, test, assemble and/or install the driver's airbag system so that it was properly vented and would adequately deflate under foreseeable impacts;
- d. failing to ensure that the Subject Vehicle was reasonably crashworthy;
- e. failing to exercise reasonable care in the design of the Subject Vehicle and its driver's frontal airbag system;
- f. failing to exercise reasonable care in the testing of the Subject Vehicle and its driver's frontal airbag system;
- g. failing to exercise reasonable care in the inspection of the Subject Vehicle and its driver's frontal airbag system;
- h. failing to adopt and implement adequate warnings regarding Subject Vehicle and its driver's frontal airbag system;
- i. failing to incorporate appropriate quality assurance procedures in design of the of the Subject Vehicle and its driver's frontal airbag system;
- j. designing and distributing the Subject Vehicle and its driver's frontal airbag system in a condition dangerous to an extent beyond which would be contemplated by the

ordinary and prudent buyer, consumer, or user of that product in that community considering the product's characteristics, propensities, risks, dangers, and uses together with any actual knowledge, training, or experience possessed by that particular buyer, user, or consumer; and

k. and on such other and further particulars as the evidence may show.

169. At all times relevant, as a direct and proximate result of Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg.'s negligence and the breaches complained of herein, Plaintiff has suffered serious and permanent injuries including scarring, excruciating pain and suffering, mental anguish, and emotional distress from the Incident on September 28, 2015.

170. WHEREFORE, Plaintiff demands judgment against Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg., jointly and severally, for all actual and compensatory damages she suffered, as well as for punitive damages in an amount sufficient to keep such wrongful conduct from being repeated, together with interest, if applicable, for all costs of this action, and for any other such further relief as this Honorable Court and/or jury may deem just and proper.

**SECOND CLAIM FOR RELIEF**

**Negligence, Gross Negligence, Willful and Wanton Conduct:**

**Manufacturing Defect As to The Defendant Manufacturers Under The Utah Product Liability Act., Utah Code Ann. § 78B-6-701 et seq.**

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

172. At all times relevant herein, all Defendants Takata, TK Holdings, Honda Motor,

Honda R&D, American Honda, and Honda Mfg., took part in and/or were responsible for the selection, design, manufacture, assemblage, inspection, testing, equipment, marketing, distribution, and/or sale of the Vehicle and its component parts, including but not limited to its defective frontal airbag system, to Plaintiff at some point prior to the Incident on September 28, 2015.

173. At all times relevant herein, Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. manufactured the Vehicle and its driver's frontal airbag system and each Defendant owed Plaintiff a duty of reasonable care to select, design, manufacture, assemble, inspect, test, equip, market, distribute, and sell the Vehicle and its components, including the driver's frontal airbag system, so that it would provide a reasonable degree of occupant protection and safety during foreseeable collisions occurring in the real world highway environment of its expected use.

174. At all times relevant herein, as manufactured, selected, inspected, tested, assembled, equipped, marketed, distributed, and sold by Defendants, Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg., the Vehicle is and was uncrashworthy, defective, unreasonably dangerous, and unsafe for foreseeable users and occupants because its driver's frontal airbag system is inadequately designed and constructed, and failed to provide the degree of occupant protection, and safety a reasonable consumer would expect in foreseeable accidents occurring in the real world environment of its expected use.

175. At all times relevant herein, Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. each were collectively and respectively negligent, grossly negligent, willful, wanton, reckless and careless and breached their duties of care owed to

Plaintiff by:

- a. failing to adopt and implement adequate safety hierarchy procedures and policies;
- b. failing to manufacture, test, assemble and/or install the driver's airbag system so as to prevent it from having excessively energetic propellant, deploying with excessive force, and/or from expelling shrapnel in foreseeable collisions to kill or injure drivers or passengers upon air bag deployment during the same;
- c. failing to manufacture, test, assemble and/or install the driver's airbag system so that it was properly vented and would adequately deflate under foreseeable impacts;
- d. failing to ensure that the Subject Vehicle was reasonably crashworthy;
- e. failing to exercise reasonable care in the manufacture of the Subject Vehicle and its driver's frontal airbag system;
- f. failing to exercise reasonable care in the testing of the Subject Vehicle and its driver's frontal airbag system;
- g. failing to exercise reasonable care in the inspection of the Subject Vehicle and its driver's frontal airbag system;
- h. failing to adopt and implement adequate warnings regarding Subject Vehicle and its driver's frontal airbag system;
- i. failing to incorporate appropriate quality assurance procedures in manufacture of the Subject Vehicle and its driver's frontal airbag system;
- j. manufacturing and distributing the Subject Vehicle and its driver's frontal airbag system in a condition dangerous to an extent beyond which would be contemplated by

the ordinary and prudent buyer, consumer, or user of that product in that community considering the product's characteristics, propensities, risks, dangers, and uses together with any actual knowledge, training, or experience possessed by that particular buyer, user, or consumer; and

k. and on such other and further particulars as the evidence may show.

176. As a direct and proximate result of the Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg.'s, negligence and the breaches complained of herein, Plaintiff suffered serious and permanent injuries including scarring, excruciating pain and suffering, mental anguish, and emotional distress from the Incident on September 28, 2015.

177. By reason of the foregoing, Plaintiff is entitled to recover for all general and special damages she sustained as a direct and proximate result of Defendant Manufacturers' grossly negligent, reckless, willful and wanton acts or omissions.

178. WHEREFORE, Plaintiff demands judgment against Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg., jointly and severally, for all actual and compensatory damages she suffered, as well as for punitive damages in an amount sufficient to keep such wrongful conduct from being repeated, together with interest, if applicable, for all costs of this action, and for any other such further relief as this Honorable Court and/or jury may deem just and proper.

**THIRD CLAIM FOR RELIEF**

**Strict Liability in Tort As to The Defendant Manufacturers Under The Utah Product Liability Act., Utah Code Ann. § 78B-6-701 et seq.**

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

herein.

180. At all times relevant herein, Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. are strictly liable for designing, testing, manufacturing, distributing, selling, and/or placing a defective and unreasonably dangerous product into the stream of commerce.

181. At all times relevant herein, the Subject Vehicle and its driver's side airbag system were defective and unreasonably dangerous as to its design, manufacture, distribution and warnings, causing the Vehicle to be in a defective condition that made it unreasonably dangerous for its intended use.

182. At all times relevant herein, the Subject Vehicle and its driver's side airbag system were dangerous to an extent beyond which would be contemplated by the ordinary and prudent buyer, consumer, or user of that product in that community considering the product's characteristics, propensities, risks, dangers, and uses together with any actual knowledge, training, or experience possessed by that particular buyer, user, or consumer.

183. At all times relevant herein, all Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. all took some part in the manufacture and sale of the Subject Vehicle and its driver's side airbag system to Plaintiff Johnston at some point prior to the Incident on September 28, 2015.

184. At all times relevant, the Subject Vehicle was being used in an intended and/or foreseeable manner when the Incident alleged herein occurred. Plaintiff neither misused nor materially altered the Subject Vehicle, and upon information and belief, the Subject Vehicle was in the same or substantially similar condition that it was in at the time of purchase.

185. At all times relevant herein, the Subject Vehicle is and was unreasonably dangerous and defective because it was designed, manufactured and sold with an excessively volatile inflator in the driver's side airbag system which deployed with dangerously excessive explosive force, exploded violently, and expelled sharp shrapnel during air bag deployment in foreseeable collisions, including during the Incident on September 28, 2015.

186. At all times relevant herein, Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. were aware of feasible alternative designs which would have minimized or eliminated altogether the risk of injury posed by the Vehicle and its driver-side airbag system.

187. At all times relevant herein, Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. had a duty to warn users of the dangers associated with by the Vehicle and its driver's side airbag system.

188. At all times relevant herein, Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. failed to warn of the inherent and latent defects that made this product dangerous and unsafe for its intended use.

189. At all times relevant herein, Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. failed to design, test, manufacture, inspect, and/or sell a product that was safe for its intended use.

190. As a direct and proximate result of the Defendants, Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg.'s negligence, failures, omissions, and breaches complained of herein, Plaintiff Johnston has incurred serious and permanent injuries including scarring, excruciating pain and suffering, mental anguish, and emotional distress, from the Incident

on September 28, 2015.

191. WHEREFORE, Plaintiff demands judgment against Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg., jointly and severally, for all actual and compensatory damages she suffered, as well as for punitive damages in an amount sufficient to keep such wrongful conduct from being repeated, together with interest, if applicable, for all costs of this action, and for any other such further relief as this Honorable Court and/or jury may deem just and proper.

**FOURTH CLAIM FOR RELIEF**

**Failure to Warn As to The Defendant Manufacturers Under The Utah Product Liability Act., Utah Code Ann. § 78B-6-701 et seq.**

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

193. At all times relevant herein, Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg., as manufacturers of Subject Vehicle and its driver's frontal airbag system, owed duties to warn of foreseeable dangerous conditions of the Subject Vehicle which would impair its safety.

194. At all times relevant herein, Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. knew or should have known that the Subject Vehicle's driver's frontal airbag system had an excessively energetic inflator and would deploy with excessive explosive force in foreseeable collisions, as well as expel shrapnel that could injure or kill occupants.

195. At all times relevant herein, Defendants Takata, TK Holdings, Honda Motor, Honda

R&D, American Honda, and Honda Mfg. would have had and had no reason to believe that users would realize this potential danger.

196. At all times relevant herein, Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. affirmatively failed to exercise reasonable care to inform users of the Vehicle's dangerous condition created by the excessively energetic inflator in the driver's frontal airbag system or explosive nature of the inflator that could expel shrapnel.

197. As a direct and proximate result of Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg.'s failure to warn of the dangers posed by the shrapnel and excessively energetic inflator in the driver's frontal airbag system in the Subject Vehicle and the breaches complained herein, Plaintiff Johnston suffered injuries including, but not limited to, excruciating pain and suffering, mental anguish, and emotional distress, from his accident on September 28, 2015.

198. By reason of the foregoing, Plaintiff is entitled to recover for all general and special damages she sustained as a direct and proximate result of Defendant Manufacturers' grossly negligent, reckless, willful and wanton acts or omissions.

199. WHEREFORE, Plaintiff demands judgment against Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg., jointly and severally, for all actual and compensatory damages he suffered, as well as for punitive damages in an amount sufficient to keep such wrongful conduct from being repeated, together with interest, if applicable, for all costs of this action, and for any other such further relief as this Honorable Court and/or jury may deem just and proper.

**FIFTH CLAIM FOR RELIEF**  
**(Independent Negligence, Gross Negligence, Recklessness and Willful, Wanton Conduct**  
**As to Defendant Stockton # 12)**

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

201. On February 4, 2014, the Honda Defendants, through the “American Honda Parts, Service, & Technical Division, Campaign Administration,” contacted “All Honda Sales, Service & Parts Managers and Personnel” with correspondence regarding “VIN Inquiry Status Check” (hereinafter the “February 2014 iN Correspondence.”)

202. The group ““All Honda Sales, Service & Parts Managers and Personnel” contacted in the February 2014 iN Correspondence included Defendant Stockton # 12 and its agents, officials and employees.

203. In the February 2014 iN Correspondence, the Honda Defendants specified to “All Honda Sales, Service & Parts Managers and Personnel” that “As you may know, several people were injured and two people died while driving vehicles subject to the current Takata airbag inflator replacement campaign; one despite the fact that recall notices for her vehicle had been mailed many months earlier.”

204. In the February 2014 Correspondence, the Honda Defendants relayed to “All Honda Sales, Service & Parts Managers and Personnel” that “American Honda’s policy requires that dealerships check the VIN of each and every vehicle that is brought into a dealership for any service to determine if that vehicle is subject to a service campaign/recall, and then to advise the client of that fact.” (emphasis in original).

205. In the February 2014 iN Correspondence, the Honda Defendants informed “All Honda Sales, Service & Parts Managers and Personnel” that “Dealerships are also required to complete any necessary inspections and/or repairs required by the service campaign/recall to the extent possible (SOM §7.2.1).”

206. In the February 2014 iN Correspondence, the Honda Defendants told “All Honda Sales, Service & Parts Managers and Personnel” that “Failure to perform these responsibilities may put the safety and lives of our clients at risk, and also exposes the dealership to civil litigation by any person who is injured or killed as a result of that failure.”

207. In the February 2014 iN Correspondence the Honda Defendants admonished “All Honda Sales, Service & Parts Managers and Personnel” to “**Please ensure that your dealership’s policies require that service personnel check the service campaign/recall status of each and every vehicle that is brought in for any service and that all applicable repairs are performed so that none of your customers are harmed as a result of an unrepaired safety defect.**” (emphasis in original).

208. On March 27, 2015, Defendant Stockton # 12 was engaged to perform, and did perform, a “multi point inspection” on the Subject Vehicle.

209. On March 27, 2015, Defendant Stockton # 12 knew, or through the exercise of even the slightest degree of care, should have known that the that the Subject Vehicle was a 2003 Honda Civic bearing Vehicle Identification Number (“VIN”) 1HGEM21983L000870.

210. On March 27, 2015, Defendant Stockton # 12 was required under the terms the February 2014 iN Correspondence to check the Subject Vehicle’s VIN against all open recalls using Honda’s iN VIN check system.

211. On March 27, 2015, Defendant Stockton # 12 knew, or through the exercise of even the slightest degree of care, should have known that, per the February 2014 iN Correspondence, of its obligation and duty to check the VIN of each and every vehicle that was brought into its dealership for ANY service to determine if that vehicle is subject to a service campaign/recall, and then to advise the client of that fact.

212. On March 27, 2015, Defendant Stockton # 12 knew, or through the exercise of even the slightest degree of care, should have known that, per the February 2014 iN Correspondence, that if it failed to fulfill its obligation and duty to check the VIN of each and every vehicle that was brought into its dealership for ANY service, in order determine if a given vehicle was subject to a service campaign/recall, that it was exposing its customers to harm as a result of an unrepaired safety defect.

213. On March 27, 2015, Defendant Stockton # 12 knew, or through the exercise of even the slightest degree of care, should have known that, per the February 2014 iN Correspondence that it had duty and obligation to complete any necessary inspections and/or repairs required by a service campaign/recall applicable to the Subject Vehicle..

214. On March 27, 2015, Defendant Stockton # 12 knew, or through the exercise of even the slightest degree of care, should have known that, per the February 2014 iN Correspondence, that if it failed to fulfill its duty and obligation to complete any necessary inspections and/or repairs required by the service campaign/recall, to the extent possible, that it was exposing its customers to harm as a result of an unrepaired safety defect.

215. On March 27, 2015, Defendant Stockton # 12, no conditions existed which made it impossible for Defendant Stockton # 12 to complete the necessary inspections and/or repairs

required by the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351.

216. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge that the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351 identified the vehicles at issue in the campaign contained a "Driver's Airbag Inflator" supplied by the Takata Defendants.

217. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge that the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351 expressed a safety concern because it noted that affected vehicles containing a driver's side airbag inflator supplied by the Takata Defendants and which were being, or had been "operated in areas that are known for high absolute humidity may contain a driver's (frontal) airbag inflator that could produce excessive internal pressure."

218. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge that the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351 identified the vehicles at issue in the campaign as "All 2001-2005 model year" Honda Civics "that were originally sold in, or ever registered in geographic locations known for high absolute humidity," including "Florida."

219. On March 27, 2015, Defendant Stockton # 12 knew, or through the exercise of even the slightest degree of care, should have known that the Subject Vehicle had been registered and titled in the State of Florida from 2006 to 2009.

220. On March 27, 2015, Defendant Stockton # 12 knew, or through the exercise of even the slightest degree of care, should have known that the Subject Vehicle had been owned and

operated in the greater Miami-area by an individual or individuals who resided in South Florida from 2006 to 2009.

221. On March 27, 2015, Defendant Stockton # 12 knew, or through the exercise of even the slightest degree of care, should have known that the Subject Vehicle had been primarily located in the greater-Miami area in South Florida from 2006 to 2009.

222. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge that the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351 expressed a safety concern regarding driver's side airbag inflator supplied by the Takata Defendants because it noted that "If an airbag deploys with excessive internal pressure, it may cause the inflator to rupture. In the event of an inflator rupture, metal fragments could pass through the airbag cushion material possibly causing injury or fatality to vehicle occupants."

223. On March 27, 2015, Defendant Stockton # 12 had actual and/or constructive knowledge that the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351 specified that "The dealer will replace the driver's airbag inflator, free of charge.

224. On March 27, 2015, despite having actual and/or constructive knowledge of the terms of the February 2014 iN Correspondence, Defendant Stockton # 12 failed to check the VIN of the Subject Vehicle for any service to determine if the vehicle was subject to a service campaign/recall, including but not limited to the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351; or, alternatively, if it did perform such a check, it did so in such grossly incompetent manner that it failed to identify and/or take the actions outlined in Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351.

225. On March 27, 2015, Defendant Stockton # 12 did not “replace the driver’s airbag inflator” in the Subject Vehicle despite having actual and/or constructive knowledge of the Honda Defendants’ February 2014 iN Correspondence.

226. On March 27, 2015, Defendant Stockton # 12 did not “replace the driver’s airbag inflator” in the Subject Vehicle despite having actual and/or constructive knowledge of the Honda Defendants’ June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351.

227. On March 27, 2015, despite having actual and/or constructive knowledge of the terms of the February 2014 iN Correspondence, Defendant Stockton # 12 failed to inform the Plaintiff that the Subject Vehicle was covered by the Honda Defendants’ June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351.

228. At all times relevant herein, Defendant Stockton # 12 owed Plaintiff a duty of reasonable care on March 27, 2015 to adhere to the Honda Defendants’ policies and to perform the VIN check to compare the Subject Vehicle’s VIN against all open recalls using Honda’s iN VIN check system, as required per the February 2014 iN Correspondence.

229. At all times relevant herein, Defendant Stockton # 12 owed Plaintiff a duty of reasonable care to when undertaking the March 27, 2015 multi point inspection to inspect the Subject Vehicle for safety hazards and other problems present in the Subject Vehicle about which Defendant Stockton # 12 had actual or constructive knowledge.

230. At all times relevant herein, Defendant Stockton # 12 owed Plaintiff a duty of reasonable care to when undertaking the March 27, 2015 multi point inspection to identify safety hazards and other problems present in the Subject Vehicle about which Defendant Stockton # 12 had actual or constructive knowledge.

231. At all times relevant herein, Defendant Stockton # 12 owed Plaintiff a duty of reasonable care to when undertaking the March 27, 2015 multi point inspection to remedy safety hazards and other problems present in the Subject Vehicle about which Defendant Stockton # 12 had actual or constructive knowledge.

232. At all times relevant herein, Defendant Stockton # 12 owed Plaintiff a duty of reasonable care to when undertaking the March 27, 2015 multi point inspection to conduct computerized search or analysis of any and all Safety Improvement Campaigns for the Subject Vehicle which had been promulgated by the Honda Defendants.

233. At all times relevant herein, Defendant Stockton # 12 owed Plaintiff a duty of reasonable care to when undertaking the March 27, 2015 multi point inspection to conduct computerized search or analysis of any and all Safety Improvement Campaigns for the Subject Vehicle which had been promulgated by the Honda Defendants about which Defendant Stockton # 12 had actual or constructive knowledge..

234. At all times relevant herein, Defendant Stockton # 12 owed Plaintiff a duty of reasonable care to when undertaking the March 27, 2015 multi point inspection to identify any and all Safety Improvement Campaigns for the Subject Vehicle which had been promulgated by the Honda Defendants.

235. At all times relevant herein, Defendant Stockton # 12 owed Plaintiff a duty of reasonable care to when undertaking the March 27, 2015 multi point inspection to identify any and all Safety Improvement Campaigns for the Subject Vehicle which had been promulgated by the Honda Defendants about which Defendant Stockton # 12 had

actual or constructive knowledge.

236. At all times relevant herein, Defendant Stockton # 12 owed Plaintiff a duty of reasonable care to when undertaking the March 27, 2015 multi point inspection to ascertain whether any and all Safety Improvement Campaigns for the Subject Vehicle which had been promulgated by the Honda Defendants had been completed before releasing the Subject Vehicle to the Plaintiff.

237. At all times relevant herein, Defendant Stockton # 12 owed Plaintiff a duty of reasonable care to when undertaking the March 27, 2015 multi point inspection to ascertain whether any and all Safety Improvement Campaigns for the Subject Vehicle which had been promulgated by the Honda Defendants about which Defendant Stockton # 12 had actual or constructive knowledge had been completed before releasing the Subject Vehicle to the Plaintiff.

238. At all times relevant herein, Defendant Stockton # 12 owed Plaintiff a duty of reasonable care to when undertaking the March 27, 2015 multi point inspection to ascertain whether any and all Safety Improvement Campaigns for the Subject Vehicle which had been promulgated by the Honda Defendants had been completed before releasing the Subject Vehicle to the Plaintiff.

239. At all times relevant herein, Defendant Stockton # 12 owed Plaintiff a duty of reasonable care to when undertaking the March 27, 2015 multi point inspection to perform the tasks specified in all Safety Improvement Campaigns for the Subject Vehicle, including but not limited to Campaign No. 14V-351, which had been promulgated by the Honda Defendants, before releasing the Subject Vehicle to the Plaintiff.

240. At all times relevant herein, Defendant Stockton # 12 owed Plaintiff a duty of reasonable care when undertaking the March 27, 2015 multi point inspection to perform the tasks specified in all Safety Improvement Campaigns for the Subject Vehicle, including but not limited to Campaign No. 14V-351, which had been promulgated by the Honda Defendants and about which Defendant Stockton # 12 had actual or constructive knowledge, before releasing the Subject Vehicle to the Plaintiff.

241. On March 27, 2015, Defendant Stockton # 12 breached the foregoing duties owed to the Plaintiff by failing to adhere to the Honda Defendants' policies and to perform the VIN check to compare the Subject Vehicle's VIN against all open recalls using Honda's iN VIN check system, as required per the February 2014 iN Correspondence.

242. On March 27, 2015, Defendant Stockton # 12 breached the foregoing duties owed to the Plaintiff as failed to identify the applicability of Honda's June 19, 2014 Airbag Inflator Safety Improvement Campaign No. 14V-351 to the Subject Vehicle in negligent, grossly negligent, reckless, willful and wanton manner.

243. On March 27, 2015, Defendant Stockton # 12 breached the foregoing duties owed to the Plaintiff as it did not "replace the driver's airbag inflator" in the Subject Vehicle despite having actual and/or constructive knowledge of the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351.

244. On March 27, 2015, Defendant Stockton # 12 breached the foregoing duties owed to the Plaintiff as it did not "replace the driver's airbag inflator" in the Subject Vehicle despite having actual and/or constructive knowledge of the Honda Defendants' June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351.

245. On March 27, 2015, Defendant Stockton # 12 breached the foregoing duties owed to the Plaintiff as it did not “replace the driver’s airbag inflator” in the Subject Vehicle despite having actual and/or constructive knowledge that the Subject Vehicle’s model year was 2003.

246. On March 27, 2015, Defendant Stockton # 12 breached the foregoing duties owed to the Plaintiff as did not “replace the driver’s airbag inflator” in the Subject Vehicle despite having actual and/or constructive knowledge that the Subject Vehicle had been registered and titled in the State of Florida from 2006 to 2009.

247. On March 27, 2015, Defendant Stockton # 12 breached the foregoing duties owed to the Plaintiff as it did not “replace the driver’s airbag inflator” in the Subject Vehicle despite having actual and/or constructive knowledge the Subject Vehicle had been owned and operated in the greater Miami-area by an individual or individuals who resided in South Florida from 2006 to 2009.

248. Defendant Stockton #12’s independent tortious actions and inactions which breached the foregoing duties owed to the Plaintiff were a proximate cause of Ms. Johnston’s injuries and damages as they allowed the defective inflator incorporated into the airbag safety system in the Subject Vehicle to remain in the Subject Vehicle notwithstanding the Honda Defendants’ June 19, 2014, Airbag Inflator Safety Improvement Campaign No. 14V-351, which resulted in the September 28, 2015 explosion of the inflator with inappropriately violent and excessive force, expelling shrapnel and resulting in the injuries and damages sought herein.

249. By reason of the foregoing, Plaintiff is entitled to recover for all general and special damages she sustained as a direct and proximate result of Defendant Stockton 12’s independent negligent, grossly negligent, reckless, willful and wanton acts or omissions.

250. WHEREFORE, Plaintiff demands judgment against Defendant Stockton #12 for all actual and compensatory damages he suffered, as well as for punitive damages in an amount sufficient to keep such wrongful conduct from being repeated, together with interest, if applicable, for all costs of this action, and for any other such further relief as this Honorable Court and/or jury may deem just and proper.

**SIXTH CLAIM FOR RELIEF**  
**(Damages As to All Defendants)**

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

252. Because of Plaintiff Johnston bodily injuries directly and/or proximately caused by Defendants' conduct, Plaintiff is entitled to reasonable and proper compensation for the following legal damages:

- a. Past and future medical expenses and charges;
- b. Past and future physical pain and mental anguish;
- c. Past and future physical impairment;
- d. Past and future disfigurement; and
- e. Past lost wages and future lost wage-earning capacity.

253. WHEREFORE, Plaintiff seeks actual and punitive damages to be awarded by the jury in an amount in excess of the minimal juridical limits of this Court.

**SEVENTH CLAIM FOR RELIEF**  
**(Punitive Damages As to The Defendant Manufacturers)**

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

herein.

255. In addition to the general and special damages suffered by Plaintiff and proximately caused by the Defendant manufacturers' bad actions and inactions, as it concerns the defective operations and performance of the Vehicle on September 28, 2015 and as previously alleged and set forth in this Complaint, Plaintiff also, as a further result of Defendants' reckless, willful, negligent and grossly negligent conduct, is entitled to recover punitive damages in accordance with the law and evidence in this case in an amount to be determined at trial.

256. More specifically, the actions and inactions of Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. were of such a character as to constitute a pattern or practice of willful, wanton and reckless misconduct and caused serious and substantial harm to the Plaintiff, resulting in significant and ongoing damages arising from the Incident at issue in this Complaint.

257. Furthermore, Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. have acted with such a conscious and flagrant disregard for the rights and safety of Plaintiff, and/or have deliberately engaged in willful, wanton and reckless disregard for the life and safety of the Plaintiff so as to entitle him to punitive and exemplary damages in an amount sufficient to keep such wrongful conduct from being repeated.

258. WHEREFORE, Defendants Takata, TK Holdings, Honda Motor, Honda R&D, American Honda, and Honda Mfg. are liable, and Plaintiff demands judgment for punitive and exemplary damages, plus interest, costs and attorneys' fees for having to bring this action, and any such other and further relief as this Honorable Court or jury may deem just and proper in an amount to be determined at trial.

**EIGHT CLAIM FOR RELIEF**  
**(Punitive Damages As to Defendant Stockton # 12)**

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

260. In addition to the general and special damages suffered by Plaintiff and proximately caused by Defendant Stockton # 12's bad actions and inactions, as it concerns the defective operations and performance of the Vehicle on September 28, 2015 and as previously alleged and set forth in this Complaint, Plaintiff also, as a further result of Defendant Stockton #12's independent reckless, willful, negligent and grossly negligent conduct, is entitled to recover punitive damages in accordance with the law and evidence in this case in an amount to be determined at trial.

261. Furthermore, Defendant Stockton # 12 has acted with such a conscious and flagrant disregard for the rights and safety of Plaintiff, and/or have deliberately engaged in willful, wanton and reckless disregard for the life and safety of the Plaintiff so as to entitle him to punitive and exemplary damages in an amount sufficient to keep such wrongful conduct from being repeated.

262. WHEREFORE, Defendants Stockton # 12 is liable, and Plaintiff demands judgment for punitive and exemplary damages, plus interest, costs and attorneys' fees for having to bring this action, and any such other and further relief as this Honorable Court or jury may deem just and proper in an amount to be determined at trial.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays as follows:

- a. For a trial by jury and judgment against Defendants Takata, TK Holdings, Honda



Fax: (801) 266-1338  
Email: joe@sjatty.com  
Email: lauren@sjatty.com

Kevin R. Dean, Esq.  
(*pro hac vice* to be filed)  
MOTLEY RICE, LLC  
28 Bridgeside Boulevard  
Mount Pleasant, South Carolina 29464  
Phone: (843) 216-9000  
Fax: (843) 216-9450  
Email: kdean@motleyrice.com

Henry N. Didier, Esq.  
(*pro hac vice* to be filed)  
DIDIER LAW FIRM, P.A.  
1203 North Orange Avenue  
Orlando, Florida 32804  
Phone: (407) 895-3401  
Fax: (407) 895-3408  
Email: Hank@DidierLaw.com

*ATTORNEYS FOR THE PLAINTIFF*