

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

CRYSTAL LYNN LANGLINAIS
individually and on behalf of her daughter
KYLAN RAE LANGLINAIS (D)

CIVIL ACTION NO.

VERSUS

JUDGE

HONDA MOTOR COMPANY, LTD. *et al.* MAG. JUDGE

ORIGINAL COMPLAINT

Crystal Lynn Langlinais, Plaintiff, appearing individually and on behalf of her daughter, Kylan Rae Langlinais (D), files this Original Complaint complaining of HONDA MOTOR COMPANY, LTD., AMERICAN HONDA MOTOR CO., INC., HONDA OF AMERICA MFG., INC., TAKATA CORPORATION, TK HOLDINGS, INC. and HIGHLAND INDUSTRIES, INC., all foreign corporations and Defendants herein, and shows the Court the following:

I. PARTIES

1. Plaintiff, Crystal Lynn Langlinais is a citizen of the State of Louisiana and resides at 11924 LA Highway 697, Maurice, Louisiana 70555;
2. Defendant, Honda Motor Company, Ltd. (“Honda Motor”) is a foreign for-profit corporation organized and existing under the laws of Japan with its principal place of business in Tokyo, Japan;
3. Defendant, American Honda Motor Co., Inc. (“American Honda”) is a California corporation and subsidiary of Honda Motor, headquartered in Torrance, California with its principal place of business at 1919 Torrance Blvd., Torrance, CA 90501;
4. Defendant, Honda R&D Co., Ltd. (“Honda R&D”) is a foreign for-profit corporation and subsidiary of Honda Motor, organized and existing under the laws of Japan with its principal place of business in Wako, Japan;
5. Defendant, Honda of America, Mfg., Inc. (“Honda Mfg.”) is an Ohio corporation and subsidiary of Honda Motor, headquartered in Marysville, Ohio with its principal place of business at 24000 Honda Pkwy, Marysville, Ohio 43040;
6. Defendant, Takata Corporation (“Takata Corp.”) is a foreign for-profit corporation organized and existing under the laws of Japan with its principal place of business in Tokyo, Japan;

7. Defendant, TK Holdings, Inc. (“TK Holdings”) is a Delaware corporation and subsidiary and/or operational unit of Takata Corp., headquartered in Auburn Hills, Michigan, with its principal place of business at 2500 Takata Drive, Auburn Hills, Michigan 48326;
8. Defendant, Highland Industries, Inc. (“Highland”) is a Delaware corporation and subsidiary of Takata Corp., headquartered in Greensboro, North Carolina, with its principal place of business at 1350 Bridgeport Drive, Suite 1, Kernersville, North Carolina 27284.

II. JURISDICTION AND VENUE

9. This Court has jurisdiction of this case pursuant to 28 U.S.C. §1332(a)(1), because this suit is between a citizen of the state of Louisiana and Corporations established under the laws of other states and countries, and since the amount in controversy exceeds \$75,000 excluding interest and costs.
10. To the extent that 28 U.S.C. 1332 (c)(2) is implicated, the late Kylan Langlinais was a citizen of the state of Louisiana.
11. Venue is proper in our Western District under 28 U.S.C. §1391, as the allegations and facts of this Complaint show.

III. FACTS

A. The Accident in Question

12. On or about April 5, 2015, around 3:57, Kylan Langlinais was travelling in a 2005 Honda Civic bearing VIN 1HGEM22125L018972, proceeding northbound on La. Highway 167, near milepost 19.1 and in Lafayette Parish (otherwise referenced as the 2000 block of Johnston Street in Lafayette).
13. At that same approximate time and place, Mrs. Langlinais was caused to collide with a utility pole, then coming to a rest on Johnston Street.
14. During the course of that collision, Mrs. Langlinais’ occupant protection safety system, including her driver’s side airbag system, failed to perform in a reasonably safe manner.

15. Mrs. Langlinais' vehicle contained an airbag system manufactured by Defendants Takata Corp., TK Holdings and/or Highland (hereinafter collectively referred to as "Takata" or "Takata Defendants"), as more specifically described below.

16. That airbag system, instead of protecting Mrs. Langlinais in the event of a collision, violently exploded and sent metal shards, shrapnel and/or other foreign material into the passenger compartment of Mrs. Langlinais' vehicle. As a result, Mrs. Langlinais sustained a penetrating injury to the right side of her neck, causing an immediate and profuse loss of blood; this mechanism of injury was discovered to result in a complete transection of Mrs. Langlinais' right carotid artery.

17. As a direct result of this injury, and the actions of the named Defendants described herein, Mrs. Langlinais, after 4 ½ days of suffering and on April 9, 2015, died.

18. Upon information and belief, the penetration injury, as described above, was the only causative injury suffered by Mrs. Langlinais in the accident in question.

19. Once more, and alternatively pled, in addition to causing Mrs. Langlinais' injury to mind and body, and her subsequent death, the subject defect(s), described above and below, resulted in an airbag safety system that not only caused Mrs. Langlinais' injuries but likewise, and otherwise, increased or enhanced her injuries above and beyond those that she would have ordinarily incurred in the accident had the airbag system deployed properly.

B. The Defendants' Business

(i) HONDA:

20. Defendant, Honda Motor manufactures and sells automobiles 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.

21. Honda Motor 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 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 held by Honda entities over the last decade, and their actions and/or inactions relating to this public safety hazard.

22. Defendant, Honda Motor operates, conducts, engages in, or carries on a business or business venture in our Western District, caused injury to persons or property within the Western District arising out of an act or omission it committed outside the state, manufactures, processes, or services products or materials that are used in the Western District in the ordinary course of commerce, trade, or use, and/or or engages in substantial and not isolated activity within the Western District.

23. Defendant, 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.

24. American Honda has been identified by Honda Motor 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 Department of Transportation (“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 American Honda who has been ordered to provide responses to “demands [for] certain information and documents” provided and “signed under oath” as to its newly initiated “PE 14-016 Air Bag Inflator Rupture” investigation.

25. Defendant, American Honda operates, conducts, engages in, or carries on a business or business venture in our Western District, caused injury to persons or property within the Western District arising out of an act or omission it committed outside the state, manufactures, processes, or services products or materials that are used in the Western District in the ordinary course of commerce, trade, or use, and/or engages in substantial and not isolated activity within the Western District.

26. Defendant, 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 testing and developing 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.

27. 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 held by Honda entities over the last decade, and their actions and/or inactions relating to this public safety hazard.

28. Defendant, Honda R&D operates, conducts, engages in, or carries on a business or business venture in our Western District, caused injury to persons or property within the Western District arising out of an act or omission it committed outside the state, manufactures, processes, or services products or materials that are used in the Western District in the ordinary course of commerce, trade, or use, and/or engages in substantial and not isolated activity within the Western District.

29. Defendant, 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.

30. 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 held by Honda entities over the last decade, and their actions and/or inactions relating to this public safety hazard.

31. Defendant, Honda Mfg. operates, conducts, engages in, or carries on a business or business venture in our Western District, caused injury to persons or property within the Western District arising out of an act or omission it committed outside the state, manufactures, processes, or services products or materials that are used in the Western District in the ordinary course of commerce, trade, or use, and/or engages in substantial and not isolated activity within the Western District.

32. Defendants Honda Motor, American Honda, Honda R&D, and Honda Mfg. are collectively referred to in this Complaint as “Honda” or “Honda Defendants.”

(ii) TAKATA:

33. Defendant, Takata Corp. 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 Corp. is a vertically-integrated company and manufactures component parts in its own facilities, and then distributes them.

34. Defendant, Takata Corp. operates, conducts, engages in, or carries on a business or business venture in our Western District, caused injury to persons or property within the Western District arising out of an act or omission it committed outside the state, manufactures, processes, or services products or materials that are used in the Western District in the ordinary course of commerce, trade, or use, and/or engages in substantial and not isolated activity within the Western District.

35. Defendant, 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 vehicle occupants with 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.

36. Moreover, 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 October 30, 2014, to investigate this safety issue, it is TK Holdings that has been ordered to provide

responses to “demands [for] certain information and documents” provided and “signed under oath” as to its newly initiated “PE14-016 Air Bag Inflator Rupture” investigation.

37. Defendant, TK Holdings operates, conducts, engages in, or carries on a business or business venture in our Western District, caused injury to persons or property within the Western District arising out of an act or omission it committed outside the state, manufactures, processes, or services products or materials that are used in the Western District in the ordinary course of commerce, trade, or use, and/or engages in substantial and not isolated activity within the Western District.

38. Defendant, Highland is in the business of designing, manufacturing, assembling, testing, promoting, advertising, distributing and selling industrial and automotive textile product solutions, including airbag fabrics, to various OEM’s, including Honda, including the airbag fabrics incorporated and used by Honda in its airbag safety system in the subject vehicle. Highland is a vertically-integrated company and manufactures component parts in its own facilities in the United States, and then distributes them.

39. Defendant, Highland operates, conducts, engages in, or carries on a business or business venture in our Western District, caused injury to persons or property within the Western District arising out of an act or omission it committed outside the state, manufactures, processes, or services products or materials that are used in the Western District in the ordinary course of commerce, trade, or use, and/or or engages in substantial and not isolated activity within the Western District.

(iii) IN CONCERT:

40. 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 accident that forms the subject matter of this litigation.

41. Upon information and belief, the Honda Defendants and Takata Defendants are all directly responsible for Plaintiff's damages, which were caused by the defective air bag safety system in the subject vehicle and which caused Kylan Langlinais' fatal injuries.

42. A recall of the subject vehicle and airbag was received in Mrs. Langlinais' mail on April 7, 2015, 2 days after her accident and 2 days before her untimely death.

C. The Defendants' Knowledge, Concealment and Recalls

43. Beginning well prior to Mrs. Langlinais' vehicle's date of sale, and continuing for several years thereafter, the Honda and Takata Defendants, through their officers, directors, partners, or managing agents, had actual knowledge that the subject vehicle was defective in the manner alleged in this Complaint, and took affirmative steps to conceal such defects, for over a decade prior to Mrs. Langlinais' accident.

44. The specific acts of knowledge and concealment, and the substantial factual and legal basis for Plaintiff's allegations of same, include but are not limited to the following events specified below:

- a. The Honda and Takata Defendants have had actual knowledge of the nature, scope, and risks posed by the unreasonably dangerous and defective Takata airbags for at least a decade.
- b. Upon information and belief, the Takata Defendants first learned of its exploding airbag problem in 2001 when a Takata airbag exploded in a 2001 Isuzu. That explosion led to a recall due to the subject defect later that year.
- c. The Honda Defendants first learned of the exploding airbag problem in 2004. According to Honda, "[t]he first known rupture of a Takata airbag occurred in Alabama" in 2004 and involved a 2002 Honda Accord. *See Takata Saw and Hid Risks in Airbags in 2004, Former Workers Say*, New York Times, Nov. 6, 2014.
- d. Upon information and belief, the Takata Defendants did a series of "secret tests" after the 2004 incident in attempt to figure out the cause of the subject defect. *See id.*
- e. As reported by The New York Times, "two former employees" of Takata, "one of whom was a senior member of its testing lab", "secretly conducted testing on 50 airbags it retrieved from scrapyards" after a Takata airbag "ruptured and spewed metal debris at a driver in Alabama" in 2004. *See id.* During the secret tests "[t]he steel inflators in two of the airbags cracked ... , a condition that can lead to a rupture,

the former employees said.” *See id.* According to the article, the Takata employees were startled by the results, and “engineers began designing possible fixes in preparation for a recall”. *See id.* “But instead of alerting federal safety regulators to the possible danger, Takata executives discounted the results and ordered the lab technicians to delete the testing data from their computers and dispose of the airbag inflators in the trash”. *See id.* The Takata Defendants’ “secret tests, which have not been previously disclosed, were performed after normal work hours and on weekends and holidays during summer 2004 at Takata’s American headquarters in Auburn Hills, MI, the former employees said”, and, “were supervised by Al Bernat, then Takata’s vice president for engineering”. *See id.*

- f. Since at least 2004, both the Honda Defendants and the Takata Defendants have had a growing and continuing awareness of the subject defect through consumer complaints, claims, and lawsuits, and of the grave safety dangers associated with the exploding airbags.
- g. Upon information and belief, in an effort to conceal the subject defect from the public, including consumers and end-users such as Kylan Langlinais, the Honda Defendants and Takata Defendants systematically implemented a strategy to “generally settle quickly” claims and/or lawsuits alleging that an exploding Takata airbag caused property damage, a personal injury, or a wrongful death.” *See Warning: This Air Bag May Contain Shrapnel*, Businessweek, Oct. 30, 2014.
- h. The Honda and Takata Defendants’ decisions to conceal the subject defect were made by upper management, their legal departments, and their outside counsel and/or agents and were made in an effort to hide the subject defect from the public, including consumers and end-users, such as Kylan Langlinias, and regulatory agencies, such as the National Highway Traffic Safety Administration (“NHTSA”),
- i. In a further effort to conceal the subject defect, the Honda and Takata Defendants also decided to not report and/or underreport and/or omit material information concerning the subject defect to NHTSA despite being required to do so pursuant to the Transportation Recall Enhancement, Accountability, and Documentation (TREAD) Act. *See* 49 C.F.R. 579.21(b).
- j. Several regulations required the Honda and Takata Defendants to fully and promptly report the subject defect to regulatory agencies, such as NHTSA. Such examples include, but are not limited to, the following:
 - i. NHTSA requires manufacturers to:

Report each incident in which one or more persons are injured in the United States that is identified in a claim or notice, if the product was identified with minimal specificity and, as to notices, it was alleged or proved that the injury was caused by a possible defect in the product. For these manufacturers, the report would be combined with the reporting of incidents

involving fatalities and include the same types of information.

Reporting of Information and Documents About Potential Defects Retention of Records That Could Indicate

Defects, 67 Fed. Reg. 45822-01, at 45840-41 (July 10, 2002) (to be codified at 45 C.F.R. pt. 579).

ii. Further, 49 U.S.C. § 30166(m)(3)(A)(i)-(ii) requires manufacturers to report to NHTSA on “claims submitted to the manufacturer for serious injuries (including death) ... from alleged defects in a motor vehicle or in motor vehicle equipment,” and on “customer satisfaction campaigns, consumer advisories, recalls, or other activity involving the repair or replacement of motor vehicles or items of motor vehicle equipment.”^{fi} The TREAD Act requires the Honda and Takata Defendants to provide Early Warning Reporting (“EWR”) information. EWR is one of NHTSA’s essential tools in protecting the public from defective products.

k. Upon information and belief, despite those regulations, and in an effort to conceal the subject defect from the public, consumers and end-users such as Kylan Langlinais, and regulatory agencies, such as NHTSA, the Honda and Takata Defendants violated their reporting requirements.

(i) Specific Examples of Non-Reporting and/or Underreporting by the Honda and Takata Defendants

45. Upon information and belief, in 2007, the Honda and Takata Defendants were aware of at least three additional Takata airbag ruptures due to the subject defect that occurred that year.

46. Upon information and belief, in 2008, the Honda and Takata Defendants were aware of at least one more exploding Takata airbag incident.

47. In an effort to conceal the subject defect from the public, consumers and end-users such as Kylan Langlinais, and regulatory agencies, such as NHTSA, the Honda and Takata Defendants did not report, delayed in reporting, and/or underreported the 2004 and 2007 incidents to NHTSA. According to a report by The New York Times entitled “*Air Bag Flaw, Long Known to Honda and Takata, Led to Recalls*”, dated September 11, 2014, “In none of those four instances of ruptured airbags ... did Honda go beyond the standard form and separately alert safety regulators to the most critical detail: that the airbag posed an explosion risk.”

48. Upon information and belief, in early 2009, the Honda and Takata Defendants became aware of at least three more exploding airbag incidents in Honda vehicles that occurred due to the subject defect, including one woman who was seriously injured and two other women who died.

49. Upon information and belief, in an effort to conceal the subject defect from the public, consumers and end-users such as Kylan Langlinais, and regulatory agencies, such as NHTSA, the Honda and Takata Defendants did not report, delayed in reporting and/or underreported the subject defect and/or incidents to NHTSA.

50. On April 27, 2009, Jennifer Griffin was severely injured while driving a 2001 Honda vehicle due to the subject defect. According to reports, the airbag in the vehicle exploded and sent a two-inch piece of shrapnel flying into Ms. Griffin's neck. Although Ms. Griffin survived, when highway troopers found her, blood was gushing from the gash in her neck.

51. On May 27, 2009, Ashley Parham was killed while driving a 2001 Honda Accord due to the subject defect. According to reports, Ms. Parham's car bumped into another car in a parking lot resulting in the airbag deploying and exploding. Metal shrapnel sliced opened her carotid artery and she bled to death while her brother observed from the backseat of the vehicle.

52. On December 24, 2009, Gurjit Rathore was killed while driving a 2001 Honda Accord due to the subject defect. Ms. Rathore's neck was severed by metal shrapnel from the airbag inflator manufactured by the Takata Defendants.

53. On April 2, 2010, Kristy Williams was severely injured while driving a 2001 Honda Civic due to the subject defect. Ms. Williams' carotid artery was severed by shards of metal propelled from an airbag manufactured by the Takata Defendants. Her loss of blood led to several strokes, a seizure, and a speech disorder.

54. On November 8, 2010, Suetania Emmanuel was severely injured while driving a 2002 Honda Civic due to the subject defect. Ms. Emmanuel's face and throat were split open by shards of metal propelled from an airbag manufactured by the Defendants.

55. On March 8, 2012, Sharonda Blowe was severely injured while driving a 2001 Honda Accord due to the subject defect. Ms. Blowe suffered lacerations to the head and accompanying skull fractures when she was struck by shards of metal propelled from an airbag manufactured by the Defendants.

56. On August 6, 2013, Joseph C. Nasworthy was severely injured while driving a 2005 Honda Civic due to the subject defect. Mr. Nasworthy suffered severe eye and nose lacerations when he was struck by shards of metal propelled from an airbag manufactured by the Defendants.

57. On or about September 1, 2013, Stephanie Erdman was severely injured while driving a 2002 Honda Civic due to the subject defect. Ms. Erdman was struck in the eye by shards of metal propelled from an airbag manufactured by the Defendants.

58. On September 3, 2013, Hai Ming Xu (Devin Xu) was killed while driving a 2002 Acura TL sedan, a Honda vehicle, due to the subject defect. The Los Angeles County Coroner's Department report cited "apparent facial trauma due to foreign object inside air bag," explaining further, "[t]he strength of the impact was high enough as to produce a sudden, strong movement of the brain inside the skull which produced the bleeding."

59. On October 12, 2013, Brandi Owens was severely injured due to the subject defect while driving a non-Honda vehicle equipped with an airbag manufactured by Takata. Ms. Owens was involved in a low-speed accident which resulted in the driver's side airbag exploding with such force that it detached from the steering wheel and struck her in the face, causing her left eye to rupture.

60. On March 14, 2014, Susan Cosgrove was killed while driving another non-Honda vehicle equipped with an airbag manufactured by Takata due to the subject defect. Ms. Cosgrove was involved in a low-speed accident which resulted in injuries leading to her death.

61. On May 29, 2014, Corey Burdick was severely injured while driving a 2001 Honda Civic due to the subject defect. Mr. Burdick was struck in the eye by shards of metal propelled from an airbag manufactured by the Takata Defendants.

62. On June 15, 2014, Patricia Mincey was severely injured while driving a 2001 Honda Civic due to the subject defect. Mrs. Mincey was rendered a quadriplegic by the subject defect.

63. On or about July 7, 2014, Claribel Nunez was severely injured while driving a 2001 Honda Civic due to the subject defect. Ms. Nunez was injured when shards of metal from the airbag were propelled into her forehead.

64. All of the 14 above-described incidents involved a serious injury and were caused by a possible defect and the Honda and Takata Defendants were required to report this incident to the NHTSA. However, in an effort to conceal the subject defect from the public, consumer and end-users such as Kylan Langlinais, and regulatory agencies, such as NHTSA, the Honda and Takata Defendants did not report, delayed in reporting and/or underreported the subject defect and/or incidents to the NHTSA.

65. Upon information and belief, and in addition to the above, there also appear to be many more incidents that remain unreported and/or under reported by the Honda and Takata Defendants.

66. On October 24, 2014, CNN reported, in part, on the Center for Auto Safety's investigation into the exploding airbag problem, that "Three Honda drivers and one driver of an Acura, which is also made by Honda, have been killed by the exploding airbags, according to the Center for Auto

Safety. Dozens more have suffered serious injuries, and two drivers who were blinded in at least one eye.”

67. On October 30, 2014, Bloomberg reported, “Honda, Takata’s largest customer, has so far confirmed two deaths and 30 injuries from the possible defect and is investigating two additional deaths in Florida and California.” *Warning: This Air Bag May Contain Shrapnel*, Bloomberg, Oct. 30, 2014.

68. On November 6, 2014, the New York Times reported that “Complaints received by regulators about various automakers blame Takata airbags for at least 139 injuries”. *Takata Saw and Hid Risks in Airbags in 2004, Former Workers Say*, New York Times, Nov. 6, 2014.

69. On or about November 3, 2014, NHTSA started to fully investigate the Honda and Takata Defendants’ reporting failures. Specifically, the United States Department of Transportation (“DOT”), by and through the Secretary of Transportation, has delegated authority to the Chief Counsel of NHTSA by a “Special Order” dated November 3, 2014, to “open [] an Audit Query, AQ14-004, to investigate the extent and scope of certain EWR reporting failures by Honda, the reason(s) for such failures and the steps being taken by Honda to assure full compliance with TREAD reporting requirements.”

70. On November 6, 2014, The New York Times reported on the Honda and Takata Defendants’ concealment of the subject defect. The New York Times reported that “Japanese air bag manufacturer Takata knew ten years ago that its airbags could explode with deadly force, but covered up the results of secret tests”. *Takata Saw and Hid Risks in Airbags in 2004, Former Workers Say*, New York Times, Nov. 6, 2014. The New York Times further reported that “two former employees” of Takata, “one of whom was a senior member of its testing lab”, “secretly conducted testing on 50 airbags it retrieved from scrapyards” after a Takata airbag “ruptured and spewed metal

debris at a driver in Alabama” in 2004. *Id.* During the secret tests “[t]he steel inflators in two of the airbags cracked ... , a condition that can lead to a rupture, the former employees said.” *Id.*

71. On November 6, 2014, The New York Times further reported that the Takata employees were startled by the results, and “engineers began designing possible fixes in preparation for a recall”. *Id.* “But instead of alerting federal safety regulators to the possible danger, Takata executives discounted the results and ordered the lab technicians to delete the testing data from their computers and dispose of the airbag inflators in the trash”. *Id.* “The secret tests, which have not been previously disclosed, were performed after normal work hours and on weekends and holidays during summer 2004 at Takata’s American headquarters in Auburn Hills, Mich., the former employees said”, and, “were supervised by Al Bernat, then Takata’s vice president for engineering”. *Id.*

(ii) The Recall History of the Subject Vehicle

72. The Honda and Takata Defendants’ concealment of the subject defect is further evidenced by how the Defendants have handled recalls due to the subject defect.

73. From 2008 to 2014, the Defendants’ story of the root cause of the subject defect changed as the Honda and Takata Defendants continually attempted to conceal the subject defect, its magnitude, and its cause in an effort to save money, time, and protect its business interests. However, because the subject defect continued to appear, despite Defendants’ efforts at concealment, the Defendants reluctantly and incrementally expanded its recalls. After several investigations by the National Highway Transportation Institute, lawsuits, and other inquiries, the true magnitude of the subject defect and the Defendants’ concealment was and continues to be revealed.

74. In 2007, the Honda Defendants notified the Takata Defendants of three airbag explosion incidents that occurred because of the subject defect. These incidents triggered an internal investigation by the Takata Defendants.

75. Thereafter, the Honda Defendants filed a standard report with U.S. safety regulators on the 2004 and 2007 airbag incidents. However, the Honda Defendants did not issue any recalls and never informed safety regulators of the most critical detail of these incidents: that the airbags posed a substantial risk of serious injury or death when deployed.

76. On November 11, 2008, in Recall 08V593, the Honda Defendants began a very limited recall for the subject defect. At that time, the Takata and Honda Defendants stated that the defect was that “the driver’s airbag inflator could produce excessive internal pressure.” This recall occurred over four years after the first airbag explosive force or punch out incident in a Honda car. However, the Takata and Honda Defendants concealed the magnitude of the subject defect by stating that the number of potentially affected vehicles was limited to 3,940. At that time, the Honda Defendants told the National Highway Transportation Safety Administration (NHTSA) that the information relating to the defect was provided by the Takata Defendants at a meeting that occurred on October 2, 2008.

77. The Takata and Honda Defendants, however, concealed the magnitude of the defect, including that Plaintiff’s vehicle had the subject defect, because Plaintiff’s vehicle, despite suffering from the defect described in the preceding paragraph, was not recalled in Recall 08V593.

78. In June of 2009, the Takata Defendants provided a follow up report to the Honda Defendants on their November 2008 analysis, stating that issues related to propellant production appeared to have caused the improper inflator performance.

79. July 2009, in Recall 09V259, the Honda Defendants expanded the recall for the subject defect to include 440,000 vehicles. In that recall, the Takata and Honda Defendants changed their

story as to the cause of the subject defect, claiming it was related to the process of pressing the propellant into wafers that were later installed into the inflator modules. However, the subject defect was still described as “the driver’s airbag inflator could produce excessive internal pressure.” Again, the Takata and Honda Defendants concealed the magnitude of the defect by claiming the affected units exhibited properties that were limited to one production process involving one of several high-precision compression presses that were used to form the propellant into wafers.

80. The Takata and Honda Defendants, however, concealed the magnitude of the defect, including that Mrs. Langlinais’ vehicle had the subject defect, because Mrs. Langlinais’ vehicle, despite suffering from the defect described in the preceding paragraph, was not recalled in Recall 09V259.

81. In August 2009, the NHTSA Recall Management Division sent Honda an information request to explain why it did not include 2009 Recall vehicles in the 2008 Recall, and “to evaluate the timeliness of [Honda’s] recent defect decision.”

82. The NHTSA also wanted to know “the difference between the driver’s airbag inflators in those vehicles from the inflators in the 09V-259 vehicles and explain how this distinction, or any other between the two sets of vehicles, convinced [the Honda Defendants] at the time that it did not need to include the latter set in the 08V-593 recall population.”

83. The NHTSA Recall Management Division further requested that Honda provide complaints, lawsuits, warranty claims, and field reports, along with an explanation of the “unusual deployments” and Honda’s investigative efforts.

84. In Honda’s September 2009 reply to the NHTSA, the automaker said that its information about the “unusual deployments” came from the Takata Defendants: “We understood the causal factors to be related to airbag propellant due to handling of the propellant during airbag inflator module assembly.”

85. The Honda Defendants also reported, based on information from the Takata Defendants, the problem with the airbags was isolated to the “production of the airbag propellant prior to assembly of the inflators.” Specifically, the cause was “related to the process of pressing the propellant into wafers that were later installed into the inflator modules,” and limited to “one production process” involving one high-precision compression press that was used to form the propellant into wafers, the automaker told the NHTSA.

86. The Honda Defendants also disclosed to NHTSA that it had fielded nine complaints and one lawsuit related to the 2008 and 2009 Recalls. They also, for the first time, told NHTSA about the 2004 incident involving an “unusual deployment” of the vehicle’s airbag, but claimed they “only recently were reminded of this incident,” and that, until recently, the Honda Defendants “had not associated it with the [2008 Recall] campaign.”

87. In their communications with NHTSA, the Takata Defendants continually gave misleading or incorrect information about the airbags they manufactured that were part of the recalls.

88. On November 20, 2009, NHTSA requested information from the Takata Defendants as part of its ongoing investigation into the airbag inflators that triggered the 2009 Recall.

89. The Takata Defendants submitted a partial response to NHTSA on December 23, 2009 (“Partial Response”) and then a full response on February 19, 2010 (“Full Response”). Both responses provided vague and misleading information about the seriousness of the problem.

90. In both responses, the Takata Defendants asserted that there were no substantive design differences between the inflators in the airbags at issue in the two recalls. However, in the Full Response, they admit that there were, in fact, differences in the production processes between the lots.

91. In both responses, the Takata Defendants asserted that the defects only existed in specific lots manufactured between certain dates. They claimed that the inflators involved in the 2008 Recall

were manufactured between October 29, 2000 and December 1, 2000. They also claimed that inflators involved in the 2009 Recall were manufactured between August 23, 2000 and February 25, 2001.

92. The Takata Defendants did not provide the dates the inflators were shipped, as NHTSA requested, because, as they admitted, their records did not have that information. Instead, they gave just the manufacturing dates.

93. In both the Partial Response to NHTSA on December 23, 2009, and the Full Response on February 19, 2010, the Takata Defendants stated that: “Takata has not provided any airbag inflators that are the same or substantially similar to the inflators in vehicles covered by the recalls in 2008 and 2009 to any customers other than Honda. The physical characteristics of the inflator housing used in the Honda vehicles subject to these recalls are unique to Honda.” This statement would prove to be untrue.

94. In their Full Response, the Takata Defendants asserted that the defect identified in the 2009 Recall was the result of a single compression press, although Takata recommended to Honda that a small number of other vehicles with propellant processed on a different press be recalled as well.

95. In their Full Response, the Takata Defendants asserted that the defective parts were all manufactured on a particular press (the “Stokes press”) in a single manufacturing plant. They further asserted that while they did manufacture 2,400 inflators using the same process as the defective inflators, the design was different and “[t]herefore Takata is convinced that the inflators sold [redacted] contain no safety-related defect.”

96. The Takata Defendants wrote in their Full Response that they “believed- [redacted]-that expanding the recall to include all vehicles equipped with inflators manufactured with Stokes propellant produced through and including February 28, 2001 would capture all inflators with tablets

that had a risk of producing overly energetic combustion. This recommendation, as well as the analysis that supported it, was presented to Honda on June 12 2009.”

97. Both the Honda and Takata Defendants represented to the public and the NHTSA that the total number of affected vehicles was quite small.

98. Because the Honda and Takata Defendants concealed the true extent of the subject defect, NHTSA’s Office of Defect Investigation (“ODI”) closed RQ 0-9004. The ODI accepted the Honda and Takata Defendants’ explanations that in 2008 the wrong root cause was identified and that the Honda Defendants relied on the Takata Defendants’ representations in making recall decisions.

99. In February 2010, in Recall 10V041, the Honda Defendants expanded the recall for the subject defect again - this time to include approximately 379,000 vehicles. The Honda and Takata Defendants described the defect as “excessive internal pressure” in the “driver’s side airbag inflator.” However, their explanation for the airbag defects changed yet again. They explained that there are two different manufacturing processes utilized in the preparation of an airbag propellant. While one process was within specification, the other was not. The expanded recall reached those vehicles employing airbags that had utilized manufacturing processes not within specification.

100. The Honda and Takata Defendants, again, however, concealed the magnitude of the defect, including that Mrs. Langlinais’ vehicle had the subject defect, because Mrs. Langlinais’ vehicle, despite suffering from the defect described in the preceding paragraph, was not recalled in Recall 10V041.

101. In April 2011, in Recall 11 V260, the Honda Defendants expanded the recall to include all 833,277 vehicles that had been previously recalled for the subject defect.

102. The Honda and Takata Defendants stated they could not identify find 2,430 bad replacement service part driver’s side airbag modules that might have been installed in models that were covered in prior recall expansions.

103. The Honda and Takata Defendants, again, however, concealed the magnitude of the defect, including that Mrs. Langlinais' vehicle had the subject defect, because Mrs. Langlinais' vehicle, despite suffering from the defect described in the preceding paragraph, was not recalled in Recall 10V041.

104. In December 2011, the Honda Defendants informed NHTSA that it was going to expand the recall again to include additional vehicles which may have had suspect driver's airbag modules installed either as original equipment or as a service part, because the automaker found out about another "energetic driver's airbag deployment in which the inflator ruptured," outside of the VIN range in previous recalls, and the inflator module itself was outside of "the suspect range previously identified by the supplier." In other words, more vehicles than the Honda and Takata Defendants had previously disclosed suffered from the subject defect.

105. The recall was expanded to an additional 272,779 vehicles that had the subject defect from manufacture and an additional 603,421 vehicles that may have had replacement parts that suffered from the subject defect. The Honda and Takata Defendants described the defect as the driver's airbag "inflator could produce excessive internal pressure."

106. By 2013, it became clear that the defective airbag issue was far more widespread than the Takata or Honda Defendants initially reported to the NHTSA.

107. According to Honda's 2013 Defect and Noncompliance Report, an exploding airbag in Puerto Rico in October 2011 prompted Honda to ask permission from the NHTSA to collect "healthy" airbag modules to see if "abnormal combustion was possible." The Honda Defendants found that even their so-called "healthy" airbags could abnormally deploy in certain conditions.

108. On February 8, 2013, NHTSA and the Honda Defendants met to discuss the "ongoing investigation" into Honda's defective Takata airbags. The Honda Defendants stated:

A recreation of propellant production using the same methods as were used during 2001-2002 production periods indicated that it was

possible for propellant produced during 2001-2002 to be manufactured out of specification without the manufacturing processes correctly identifying and removing the out of specification propellant. Separately, Honda was informed by the supplier of another potential concern related to airbag inflator production that could affect the performance of these airbag modules.

109. In April 2013, in Recall 13V132, the Honda Defendants expanded the recall once again for the subject defect, this time adding 561,422 Honda Civics and describing the defect as “the passenger’s (frontal) airbag inflator could produce excessive internal pressure.”

110. The Takata and Honda Defendants, again, however, concealed the magnitude of the defect, including that Mrs. Langlinais’ vehicle had the subject defect, because Mrs. Langlinais’ vehicle, despite suffering from the defect described in the preceding paragraph, was not recalled in Recall 13V132.

111. On April 11, 2013, the Takata Defendants filed a Defect Information Report titled “Certain Airbag Inflators Used as Original Equipment” (“Takata DIR”). In that report, the Takata Defendants identified the defective airbags as follows:

Certain airbag inflators installed in frontal passenger-side airbag modules equipped with propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 (start of production) through September 11, 2002 ... and certain airbag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 (start of production) through October 31, 2002

112. It wasn’t until their April 2013 Report that the Takata Defendants finally admitted that their affected inflators were installed as original equipment in vehicles manufactured by car manufacturers other than Honda, including Toyota, Nissan, Mazda, and BMW.

113. The Takata Defendants asserted that they did not know how many inflators were installed in vehicles, as they did not have those records. Even though they did not have the information to estimate the number of vehicles affected, the Takata Defendants still insisted that the total number of installed inflators would be extremely low.

114. The Takata Defendants described the defect as follows:

Some propellant wafers produced at Takata's plant in Moses Lake, Washington, between April 13, 2000 and September 11, 2002 may have been produced with an inadequate compaction force. . . . In addition some propellant wafers used in inflators produced at Takata's plant in Monclova, Mexico between October 4, 2001 and October 31, 2002, may have been exposed to uncontrolled moisture conditions. These wafers could have absorbed moisture beyond the allowable limits In both cases propellant could potentially deteriorate over time due to environmental factors, which could lead to over aggressive combustion in the event of an airbag deployment. This could create excessive internal pressure within the inflator and the body of the inflator could rupture.

115. In 2013, the Center for Auto Safety requested that NHTSA seek civil penalties from the Honda Defendants and stated that "Honda's submissions to NHTSA fail to disclose what it knew and when in dragging out the recall of over three million vehicles through five recalls over three years."

116. On May 20, 2014, at NHTSA's Office of Defect Investigation's request, Takata Defendants' officials met with NHTSA to provide more information about the inflator ruptures not covered by previous recalls.

117. On June 5, 2014, the Takata Defendants and ODI had a conference call in which ODI officials requested the Takata Defendants to support field actions by manufacturers to replace potentially suspect inflators in vehicles originally sold in or currently registered in Florida and Puerto Rico, and other states with similarly high levels of absolute humidity.

118. On June 19, 2014, the Honda Defendants launched three more inflator recalls for the subject defect: Recalls 14V349; 14V351; and 14V359, under the guise of a Safety Improvement Campaign.

119. In that campaign notice, the Defendants noted that the VIN range supplied by the Takata Defendants might not have covered all affected vehicles. It also noted reports of "energetic" airbag

deployments in vehicles in Florida and California. The Honda Defendants described the defect as “the driver’s side (frontal) airbag inflator ... could produce excessive internal pressure.”

120. Recall 14V351 included the subject motor vehicle.

121. On October 22, 2014, the NHTSA expanded the list of vehicles affected by the recall of defective Takata components to cover ten automakers and numerous car models, totaling nearly 8 million vehicles. Those automakers are BMW (627,615 potentially affected vehicles), Chrysler (371,309 potentially affected vehicles), Ford (58,669 potentially affected vehicles), General Motors (undetermined number of potentially affected vehicles), Honda (5,051,364 potentially affected vehicles), Mazda (64,872 potentially affected vehicles), Mitsubishi (11,985 potentially affected vehicles), Nissan (694,626 potentially affected vehicles), Subaru (17,516 potentially affected vehicles) and Toyota (877,000 potentially affected vehicles).

122. Over the past 13 years that the Takata and/or Honda Defendants have known there was a problem with the safety of their airbags, there have been at least five deaths and 139 injuries linked to defective Takata airbags.

(iii) The Consent Order

123. On December 29, 2014, NHTSA and the Honda Defendants entered into a Consent Order in the United States Department of Transportation National Highway Traffic Safety Administration matter *In re: Honda Tread Violations*, AQ14-0004 (hereinafter referred to as the “Consent Order”).

124. The Consent Order, in pertinent part, states that:

- a. Honda violated the TREAD ACT reporting requirements by failing to submit all early warning information as required in 49 C.F.R. § 579.21.
- b. Honda failed to report certain death and injury incidents that were required to be reported to NHTSA under 49 C.F.R. § 579.21(b).
- c. Honda failed to duly report customer satisfaction campaigns, special warranty extensions, and warranty claims that involved good will, third-party vehicle service contracts, or Honda-certified, pre-owned vehicles, as required by NHTSA’s EWR

regulations. *See* 49 C.F.R. § 579.21(c). These violations date back to the inception of the EWR reporting requirements in 2003.

- d. Honda admits that it violated 49 C.P.R. Part 579, Subpart C by failing to submit early warning reports that comply with the requirements of 49 C.F.R. § 579.21(b).
- e. Honda further admits that it violated 49 C.F.R. Part 579, Subpart C by failing to submit early warning reports that comply with the requirements of 49 C.F.R. § 579.21(c).
- f. Honda admits that it failed to report customer satisfaction campaigns, special warranty extensions, and warranty claims that involved good will, third-party vehicle service contracts, and Honda-certified pre-owned vehicles.
- g. Honda acknowledges that it has systematically failed to report events that are required to be submitted under 49 C.F.R. § 579.21(c) by impermissibly excluding reportable events that involved good will, third-party vehicle service contracts, and Honda-certified pre-owned vehicles.

125. The Consent Order was signed by Richard Schostek, Executive Vice President of Honda North America, Inc.

126. On May 19, 2015, the Takata Defendants nearly doubled the size of its prior recall to nearly 34 million vehicles, including Mrs. Langlinais' vehicle and in so doing admitting that their inflator mechanisms and/or airbags were defective.

IV. CAUSES OF ACTION

127. Your Plaintiff incorporates herein the allegations contained in the preceding paragraphs.

COUNT I, The Honda Defendants

128. The Honda Defendants owed a duty of reasonable care in the design, development, testing, manufacture, assembly, marketing, and distribution of the subject vehicle and its safety systems so as to avoid exposing Mrs. Langlinais to unnecessary and unreasonably dangerous conditions and risks.

129. The Honda Defendants breached that duty in one or more of the following ways:

- a. By negligently and/or intentionally failing to use due care in the manufacture, distribution, design, sale, testing, and servicing of the subject vehicle and its component parts in order to avoid the aforementioned risks to individuals;

- b. By negligently and/or intentionally failing to provide adequate warnings against late airbag deployment due to inadequate sensor location and its propensity to cause and/or contribute to injuries;
- c. By negligently and/or intentionally failing to incorporate within the subject vehicle and its design reasonable safeguards and protections against late airbag deployment due to inadequate sensor location and the consequences thereof;
- d. By negligently and/or intentionally failing to make timely correction to the design of the subject vehicle to correct the airbag defects, including the failure to install the sensors in the proper locations;
- e. By negligently and/or intentionally failing to adequately identify and mitigate the hazards associated with late airbag deployment and inadequate locations of sensors in accordance with good engineering practices;
- f. By negligently and/or intentionally failing to provide adequate warnings of airbag excessive pressurization and excessive deployment forces;
- g. By negligently and/or intentionally failing to incorporate within the subject vehicle and its design reasonable safeguards and protections against airbag excessive pressurization and excessive deployment forces and the consequences thereof;
- h. By negligently and/or intentionally failing to make timely correction to the design of the subject vehicle airbag to correct excessive pressurization and excessive deployment forces;
- i. By negligently and/or intentionally failing to adequately identify and mitigate the hazards associated with airbag excessive pressurization and excessive deployment forces in accordance with good engineering practices;
- j. By negligently and/or intentionally failing to adequately test the subject vehicle to ensure it provided foreseeable occupants with reasonable safety in foreseeable impacts;
- k. By negligently and/or intentionally designing the vehicle from an occupant protection/crashworthiness standpoint;
- l. By failing to adequately warn foreseeable users of the unreasonably dangerous and defective condition(s) of the vehicle despite that the Honda Defendants knew or should have known the unreasonably dangerous condition(s);
- m. By failing to disclose known problems and defects;
- n. By marketing the vehicle as a safe passenger vehicle and reasonably safe in a crash;

- o. By negligently and/or intentionally designing the vehicle from a marketing standpoint in that the vehicle was marketed as reasonably safe for the uses for which the Honda Defendants represented it publicly;
- p. By failing to meet or exceed internal corporate guidelines;
- q. By failing to meet or reasonably exceed minimum Federal Motor Vehicle Safety Standards despite knowledge of the inadequacy of such standards;
- r. By failing to notify consumers, as required by law, that a defect exists in the vehicle that relates to public safety;
- s. By failing to recall the vehicle or alternatively retrofitting the vehicle to enhance safety;
- t. By failing to provide adequate warning and/or instructions to foreseeable users of the unreasonable, dangerous and defective condition of the vehicle despite that they knew or should have known of the unreasonably dangerous conditions; and
- u. By failing to inform the consumer, including Mrs. Langlinais, that the Honda Defendants knew about the airbags and occupant protection risks in the subject vehicle, thus depriving consumers, including Mrs. Langlinais, of the right to make a conscious or free choice in light of the known risks of operating the subject vehicle.

130. Pursuant to LA. R. S. 9:2800.51 *et. seq.*, and in general, this product and air bag system manufactured by the Defendants, and described herein, is unreasonably dangerous in construction or composition, is unreasonably dangerous in design, is unreasonably dangerous because of inadequate warning and is unreasonably dangerous because it does not conform to express warranties; and that these unreasonably dangerous conditions existed at the time the product left the Defendants' control.

COUNT II, The Takata Defendants

131. The Takata Defendants owed a duty of reasonable care in the design, development, testing, manufacture, assembly, marketing, and distribution of the subject vehicle's airbag safety system so as to avoid exposing Mrs. Langlinais to unnecessary and unreasonably dangerous conditions and risks.

132. The Takata Defendants breached that duty in one or more of the following ways:

- a. By negligently and/or intentionally failing to use due care in the manufacture, distribution, design, sale, testing, and servicing of the subject airbags and their component parts in order to avoid the aforementioned risks to individuals;
- b. By negligently and/or intentionally failing to provide adequate warnings against late airbag deployment due to inadequate sensor location and its propensity to cause and/or contribute to injuries;
- c. By negligently and/or intentionally failing to incorporate within the subject vehicle and its design reasonable safeguards and protections against late airbag deployment due to inadequate sensor location and the consequences thereof;
- d. By negligently and/or intentionally failing to make timely correction to the design of the subject vehicle to correct the airbag defects, including the failure to install the sensors in the proper locations;
- e. By negligently and/or intentionally failing to adequately identify and mitigate the hazards associated with late airbag deployment and inadequate locations of sensors in accordance with good engineering practices;
- f. By negligently and/or intentionally failing to provide adequate warnings of airbag excessive pressurization and excessive deployment forces;
- g. By negligently and/or intentionally failing to incorporate within the subject vehicle and its airbag design reasonable safeguards and protections against airbag excessive pressurization and excessive deployment forces and the consequences thereof;
- h. By negligently and/or intentionally failing to make timely correction to the design of the airbag to correct excessive pressurization and excessive deployment forces;
- i. By negligently and/or intentionally failing to adequately identify and mitigate the hazards associated with airbag excessive pressurization and excessive deployment forces in accordance with good engineering practices;
- j. By negligently and/or intentionally failing to adequately test the subject airbag to ensure it provided foreseeable occupants with reasonable safety in foreseeable impacts;
- k. By negligently and/or intentionally designing the vehicle airbag from an occupant protection/crashworthiness standpoint;
- l. By failing to adequately warn foreseeable users of the unreasonably dangerous and defective condition(s) of the vehicle airbag despite that the Takata Defendants knew or should have known the unreasonably dangerous condition(s);
- m. By failing to disclose known airbag problems and defects;
- n. By marketing the airbag as reasonably safe in a crash;

- o. By negligently and/or intentionally designing the airbag from a marketing standpoint in that the airbag was marketed as reasonably safe for the uses for which the Takata Defendants represented it publicly;
- p. By failing to meet or exceed internal corporate guidelines;
- q. By failing to meet or reasonably exceed minimum Federal Motor Vehicle Safety Standards despite knowledge of the inadequacy of such standards;
- r. By failing to notify consumers, as required by law, that a defect exists in the airbag that relates to public safety;
- s. By failing to recall the airbag or alternatively retrofitting the airbag to enhance safety;
- t. By failing to provide adequate warning and/or instructions to foreseeable users of the unreasonable, dangerous and defective condition of the airbag despite that it knew or should have known the unreasonably dangerous conditions; and
- u. By failing to inform the consumer, including Mrs. Langlinais, that the Takata Defendants knew about the airbags and occupant protection risks in the subject vehicle, thus depriving Mrs. Langlinais of the right to make a conscious or free choice in light of the known risks of operating the subject vehicle.

133. Pursuant to LA. R. S. 9:2800.51 *et. seq.*, and in general, this product and air bag system manufactured by the Defendants, and described herein, is unreasonably dangerous in construction or composition, is unreasonably dangerous in design, is unreasonably dangerous because of inadequate warning and is unreasonably dangerous because it does not conform to express warranties; and that these unreasonably dangerous conditions existed at the time the product left the Defendants' control.

COUNT III, LUPTA

134. As the facts above reveal, both the Honda Defendants and the Takata Defendants have engaged in unfair and/or deceptive acts or practices, all violative of La. R.S. 51:1401 *et. seq.*, the Louisiana Unfair Trade Practices Act ("LUPTA").

135. The LUPTA allows Your Plaintiff to recover attorney's fees and costs in this suit.

136. Once more, to the extent the Court finds these unfair or deceptive methods knowingly used, after these Defendants being put on notice by the Louisiana Attorney General's Office, this Court shall award treble damages ("three times the actual damages sustained"), pursuant to LA. R.S. 51:1409(A).

COUNT IV, Redhibition

137. Additionally, and since Defendants knew (actual and presumed knowledge) of the vice described herein yet failed to disclose it to Plaintiff, the Defendants are liable, in addition to the above damages, for reasonable attorney's fees, as provided by the Louisiana Civil Code under its laws of redhibition.

V. ALTERNATIVE PLEADINGS

138. The foregoing facts and legal theories are pled cumulatively and alternatively, with no election or waiver of rights or remedies.

V. DAMAGES

139. Defendants, either individually or in concert, caused and/or combined to cause the damages pled below.

140. Plaintiff, Crystal Lynn Langlinais is the mother of the late Kylan Rae Langlinais.

141. Plaintiff, Crystal Lynn Langlinais is entitled to the recovery of survival action damages and other compensable items of damages asserted below, sitting in procedural stead for her deceased daughter, Kylan Rae Langlinais, as well as damages for the wrongful death complained of herein; all as pursuant to Louisiana Civil Code Articles 2315.1 and 2315.2.

142. As a result of the actions complained of herein, Plaintiff complains of the following non-exclusive damages relating to Kylan's injury to mind and body, and subsequent death:

- a. Past medical expenses;

- b. Past physical pain and suffering;
- c. Past mental anguish and suffering;
- d. Loss of enjoyment of life;
- e. Wrongful death;
- f. Funeral expenses;
- g. Treble damages;
- h. Attorney's fees; and
- i. All other damages which may be more specifically described and/or proven at trial.

143. Plaintiff complains of loss of consortium due to the aforescribed actions of the Defendants and any and all damages provided under Louisiana law, accordingly.

144. Plaintiff is entitled to all costs of these proceedings, and also asserts a claim for interest from the date of judicial demand, as well as post-judgment interest for all elements of damages that such interest is allowed pursuant to applicable laws.

145. The airbag system in question is an unreasonably dangerous product as defined by Louisiana R. S. 9:2800.51 *et seq.*, the Louisiana Products Liability Act, and Defendants are thus liable for all injuries proximately caused thereby, as pled herein.

VI. JURY DEMAND

146. Plaintiff demands trial by jury.

VII. PRAYER

147. Plaintiff respectfully requests that all Defendants be summoned to appear and answer herein, and that following the trial in this case, Plaintiff has and recovers from and against Defendants, all damages, actual, general and special, which may be recoverable under the law, attorney's fees, treble damages, together with prejudgment and post-judgment interest as provided by law, and all costs of court. Plaintiff prays for such other and further, legal and equitable, relief as to which it is entitled.

RESPECTFULLY SUBMITTED:

KENNETH D. ST. PÉ, APLC

By: /s/ Kenneth D. St. Pé
KENNETH D. ST. PÉ
La. Bar Roll No. 22638
311 West University Avenue, Suite A
Lafayette, Louisiana 70506
(337) 534-4043

CHRISTOPHER T. LEE
Professional Limited Liability Company

s/Christopher T. Lee
CHRISTOPHER T. LEE #21707
Post Office Box 3525
Lafayette, Louisiana 70502-3525
Telephone: (337) 232-2390
Fax: (337) 232-2375
Attorneys for Crystal Lynn Langlinais, Plaintiff,
appearing individually and on behalf of her daughter,
Kylan Rae Langlinais (D)