

**UNITED STATES DISTRICT COURT
Southern District of Florida
Miami DIVISION**

IN RE: Takata Airbag Products Liability LITIGATION	MDL No. 2599 Master File No. 15-2599-CIV-MORENO Case No.: _____ COMPLAINT FOR DAMAGES <u>JURY TRIAL DEMANDED</u>
<i>This Document Relates to:</i> Sabra M. Wilson and William R. Wilson, Plaintiffs, v. Takata Corporation, TK Holdings Inc., Nissan Motor Company, Ltd., Nissan North America, Inc., Defendants.	

COMPLAINT FOR DAMAGES

COME NOW PLAINTIFFS, Sabra M. Wilson (hereinafter “Sabra,” or the “Plaintiff”), and her father William R. Wilson (hereinafter “Plaintiff”), or (collectively “the Wilsons” or “Plaintiffs”), by and through the undersigned Counsel of Record and pursuant to the Federal Rules of Civil Procedure, and file this Complaint for Damages against the above named Defendants, or Takata Corporation, TK Holdings Inc., Nissan Motor Company, Ltd., and Nissan North America, Inc. (hereinafter collectively the “Defendants” or the “Defendant Manufacturers”), 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 Sabra Wilson, on March 21, 2015, in Saint Charles Parish, Louisiana, following a foreseeable automobile collision that resulted in the unexpected, overly volatile explosion of a passenger-side Takata airbag inflator in her 2006 Nissan Sentra¹, which expelled shrapnel and violently ruptured the airbag in her Vehicle with overly-excessive force.

2. Plaintiffs Sabra and William Wilson bring this automotive, products liability, personal injury, and property damage action for her injuries sustained, including but not limited to pain, suffering, permanent hearing loss, permanent disfigurement, burns, and scarring, loss of enjoyment of life, for property damage for the destruction of the 2006 Nissan Sentra making it not reasonably economically repairable, and for punitive damages as well.

3. This products liability action includes claims for general negligence, gross negligence, reckless conduct and breach of warranty, which arise out of the Defendant Manufacturers' faulty design, selection, inspection, testing, manufacture, assembly, equipping, marketing, distribution, and sale of an uncrashworthy, defective, and unreasonably dangerous automobile and automobile airbag system.

PARTIES

4. At all times relevant herein, Plaintiff Sabra M. Wilson is and was a citizen and resident of Saint Charles Parish, State of Louisiana and residing at 100 Jenny Court, Montz, Louisiana 70068.

5. At all times relevant herein, Plaintiff William R. Wilson is and was a citizen and resident of Saint Charles Parish, State of Louisiana, the father of Sabra M. Wilson, and the lawful purchaser and owner of the 2006 Nissan Sentra, VIN No. 3N1CB51D66L594713 (hereinafter the "Vehicle")

¹ Oddly, the driver-side inflator which is believed to have deployed under normal circumstances, was manufactured by Autoliv, Inc. and is not currently subject to any recalls based upon the current status of Plaintiffs' investigation.

at issue in this Complaint.

6. 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 Nissan, in the United States and abroad, including specifically the airbag incorporated and used by Nissan 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.

7. 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 Nissan, including the airbag incorporated and used by Nissan 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 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 Nissan. 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 has been ordered to provide responses to “demands [for] certain information and documents” provided and “signed under oath” no later than “**December 1, 2014,**” as to its newly initiated “PE14-016 Air Bag Inflator Rupture” investigation.²

8. Defendants Takata and TK Holdings are hereinafter collectively referred to as “Takata” or the “Takata Defendants.” Takata is the manufacturer of the defective passenger-side airbag, which exploded violently, on March 21, 2015, with a deafening, hearing damaging sound while at the same time expelling dozens of different types and shapes of metal shrapnel which seriously injured Sabra Wilson and destroyed the Vehicle at issue in this Complaint.

9. At all times relevant herein, Defendant Nissan Motor Company, Ltd. (“Nissan Motor”) is and was a foreign for-profit corporation organized and existing under the laws of Japan with its principal place of business at 1-1, Takashima 1-chome, Nishi-ku, Yokohama-shi, Kanagawa 220-8686, Japan. Nissan Motor manufactures and sells motorcycles, automobiles, and power products in the United States, Canada and Mexico containing airbags manufactured by the Takata Defendants, including the subject Vehicle at issue in this Complaint.

10. At all times relevant herein, Defendant Nissan North America, Inc. (“Nissan NA”) is and was a California corporation headquartered in Franklin, Tennessee, with its principal place of business at One Nissan Way, Franklin, Tennessee 37067. Nissan NA is a subsidiary of and works in conjunction with Nissan Motor and also manufactures and sells vehicles in the United States, Canada and Mexico containing airbags manufactured by the Takata Defendants, including the subject Vehicle at issue in this Complaint.

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

11. At all times relevant herein, Defendants Nissan Motor and Nissan NA are collectively referred to as “Nissan” or the “Nissan Defendants.” NHTSA has recalled millions of Nissan vehicles for having faulty Takata airbags, including the Vehicle at issue in this Complaint. Upon information and belief, the Nissan Defendants are directly responsible for Sabra’s injuries and damages, which were caused by the defective inflator incorporated into the airbag safety system in the subject Vehicle that exploded, on March 21, 2015, with inappropriately violent and excessive force, to expel shrapnel and result in the injuries and damages sought herein. Also upon information and belief, there are hundreds if not thousands of vehicles, potentially containing defective Takata airbag inflators, still remaining on the roadways today that Nissan has affirmatively and knowingly failed to recall, including but not limited to the Vehicle at issue in this Complaint.

JURISDICTION AND VENUE

12. Jurisdiction is proper in this Court pursuant to the MDL Transfer Order in In Re: Takata Airbag Products Liability Litigation, [15-md-02599, Dkt. No. 305].

13. Accordingly, Plaintiffs are filing this action as if it has been filed in the judicial district in which they reside.

14. By filing this Complaint in this District, however, Plaintiffs do not waive their right to transfer this case to the District where the cause of action arose or in which they reside at the conclusion of pretrial proceedings.

15. This Honorable Court has diversity jurisdiction over this action under 28 U.S.C. § 1332.

16. This Honorable Court has personal jurisdiction over all Defendants party to this action, pursuant to Florida Statutes § 48.193(1)(a)(1), (2), and (6), because they conduct substantial business in this District, and some of the actions giving rise to this Complaint took place in this

District.

17. Venue is proper in this District under 28 U.S.C. § 1391(a) because all of the Defendants, as corporate entities, are deemed to reside in any judicial district in which they are subject to personal jurisdiction. Additionally, all of the Defendants party to this action transact business within this District, and some of the events establishing the claims arose in this District.

Statement of Facts

18. On March 21, 2015, Sabra Wilson was properly operating her 2006 Nissan Sentra on I-10 westbound in Montz, Louisiana when, during “stop-and-go” slowed traffic due to heavy smoke from a near-by marsh fire, she inadvertently rear ended a Dodge Caravan vehicle in front of her and became involved in a foreseeable, low speed crash (hereinafter the “Incident” that forms the basis of this Complaint).

19. At the time of the Incident, Sabra was the sole occupant of the Vehicle, she was unimpaired, she was properly wearing her seatbelt, and she was driving the Vehicle at a reasonable speed not in excess of the posted speed limit designated for the roadway on which she was traveling at the time.

20. Therefore, when she became involved in the Incident, it was a foreseeable collision event arising out of ordinary use of the Vehicle at the time.

21. As a result of the impact, the Vehicle’s frontal, passenger-side airbag deployed, violently and with overly excessive force and deafening sound, expelling multiple shapes and sizes of hot metal shrapnel and other parts of the inflator into the interior of the Vehicle, striking Sabra’s right side, face, and hands and causing her serious injuries, including but not limited to loss of hearing in her right ear, permanent scarring and severe burns, cuts, abrasions, and lacerations to her hands, face and lower torso.

22. The explosion also resulted in significant and permanent property damage to the Vehicle, which her father, William R. Wilson had purchased for Sabra and allowed her, on March 21, 2015, to drive, rendering it economically infeasible to repair.

23. The subject vehicle was designed, developed, manufactured, tested, marketed, distributed, and sold by the Nissan Defendants. At the time of the Incident, the component sub-assemblies in the Vehicle were in the same essential condition as they were at the time it left the Nissan Defendants' control.

24. Although the subject Vehicle has not been recalled, upon information and belief, the Incident and Sabra's injuries occurred as a result of defects in the Vehicle's frontal, passenger-side airbag system, which existed at the time of the Incident and about which the Defendants knew or should have known as it contained the same defects related to the defective passenger-side Nissan Sentra and other Nissan vehicle inflators which, prior to this life-altering Incident, had been affirmatively recalled.

25. The injuries sustained by Sabra Wilson, as described more fully herein, would not have occurred but for the defects present in the Vehicle and its component parts on March 21, 2015, as those defects prevented a normal, safe and expected airbag deployment in the Vehicle at the time of the collision and caused the frontal, passenger-side airbag to deploy with overly excessive force to destroy the vehicle and expel hot metal shrapnel directly into Plaintiff Sabra Wilson, causing extensive injury to her hearing, face, hands, and torso on the right side.

26. Additionally, the Vehicle, owned and purchased by Plaintiff William R. Wilson, during the Incident was effectively destroyed.

27. Consequently, as a result of the defective and unreasonably dangerous condition of the Vehicle at the time of the Incident on March 21, 2015, Sabra Wilson has suffered the severe and

permanent injuries, and William R Wilson has incurred the property damages, for which they now jointly bring suit.

Aggravating Circumstances

28. 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.

29. 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.

30. 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.

31. This case flows directly from the now admitted fact that Takata's explosive charge components 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.

32. More specifically, the airbags at issue in this case were developed by Takata in the late 1990s in an effort to make airbags more compact and to reduce the toxic fumes that earlier airbag 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.

33. Takata Corporation has, since at least 2007, claimed to prioritize driver safety as its "dream."³ Based on that "dream," they claimed to be "motivated by the preciousness of life" and pledged to both "communicate openly and effectively."⁴ 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.

34. 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 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.

³ Takata Company Investor's Meeting Presentation- Investment Highlights, FY2007, at 3.

⁴ *Id.*

35. 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.

36. 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 Nissan, like Honda, kept putting them in its vehicles while marketing them as highly safe and of high quality.

37. Further, prior to designing, selecting, inspecting, testing, manufacturing, assembling, equipping, marketing, distributing, and/or selling the Vehicle, the Nissan Defendant Manufacturers knew that alternative passenger'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.

38. 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 Nissan were slow to report the full extent of the danger to drivers and passengers which existed, and Nissan specifically, failed to issue appropriate recalls to keep its car buyers safe.

39. As a result, during the Incident involved and at issue in this Complaint, the Vehicle contained a passenger 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 William R. Wilson to destroy his property and cause his daughter extensive physical injuries and damages.

40. 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 Nissan BOTH put profits ahead of safety. Takata cut corners to build cheaper airbags, and Nissan bought its airbags from Takata to save money. The result is that instead of saving lives, faulty Takata airbags in Nissan automobiles are killing and maiming drivers and passengers, like Plaintiff Sabra Wilson, involved in otherwise minor and survivable accidents.

41. 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, they have 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 Nissan 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.

42. 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.⁵ 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.⁶ 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.⁷

43. To date, over 18 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 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.

44. 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 Nissan 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.

45. U.S. federal prosecutors have taken notice of Takata's failure to properly report the problem

⁵ See Takata's Defect Information Report titled, "Certain Airbag Inflators Used as Original Equipment," dated April 22, 2013, at Page 2-3.

⁶ *Id.*

⁷ See *id.*

with its airbags and are trying to determine whether Takata misled U.S. regulators about the number of defective airbags it sold to automakers.

46. Takata and Nissan knew or should have known that the Takata airbags installed in millions of vehicles, including the subject Vehicle, were defective. And both Takata and Nissan, 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.


**HIDDEN RECALLS - THE PUBLIC RISK REMAINS DUE TO UNRECALLED
NISSANS**

47. Despite Takata and Nissan's prior knowledge of the propensity of the defective airbags to explode violently, injuring and killing occupants, the Wilson's 2006 Nissan Sentra (Vin No. 3N1CB51D66L594713) manufactured in May of 2006, has never been recalled to date.

48. In fact, a recall was issued on November 4, 2014, recalling certain model year 2004 -2006 Nissan Sentras "originally sold or . . . registered, in geographic locations associated with high absolute humidity," including Louisiana, but the manufacturing date range was limited, by the Defendant manufacturer, only to those cars produced between April 1, 2003 and December 23, 2005. However, Plaintiffs' have a reasonable belief that thousands of additional Nissan Sentra and other Nissan makes and models were equipped with the same defective inflators through approximately August of 2006, none of which have been recalled to date.

49. Therefore, upon information and belief, there are thousands of consumers that still remain at risk. As the following slides show, Takata and Nissan and possibly other OEM manufacturers continue to hide the nature and scope of the volume of the recalls needed to fully eradicate this deadly defect to save money on conducting the existing world-wide recalls:

2006 Nissan Sentra - VIN: 3N1CB51D66L594713




VEHICLES · SHOPPING TOOLS · EXPERIENCE NISSAN · OWNERS ·

NISSAN RECALL LOOKUP

2006 NISSAN SENTRA 1.8 S
VIN: 3N1CB51D66L594713 [Check VIN](#)

There are no open recalls or campaigns associated with this vehicle.



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Recalls Results Look-up by VIN

VIN: 3N1CB51D66L594713
Year: 2006 Make: NISSAN Model: SENTRA 1.8 S
Number of Open Recalls: 0



MOTLEY RICE LLC

2006 Nissan Sentra – Passenger Recall Info

2006 NISSAN SENTRA

Recalls	Investigations	Complaints	Service Bulletins
3	2	67	18

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RECALLS: Displaying 1 - 3 out of 3

RECALL Subject: Passenger Air Bag Inflator may Rupture · 1 INVESTIGATION(S)

Report Receipt Date: NOV 04, 2014
NHTSA Campaign Number: 14V701000
Component(s): AIR BAGS

All Products Associated with this Recall

Manufacturer: Nissan North America, Inc.

14 Associated Documents

SUMMARY:
Nissan North America, Inc. (Nissan) is recalling certain model year 2003-2004 Nissan Pathfinder, 2004-2005 Nissan Sentra, 2003-2005 Infiniti FX35 and FX45, 2003-2004 Infiniti Q5, and 2006 Infiniti M35 and M45 vehicles originally sold, or currently registered, in geographic locations associated with high absolute humidity. Specifically, vehicles sold, or currently registered, in Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Japan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. Upon deployment of the passenger side frontal air bag, excessive internal pressure may cause the inflator to rupture.



MOTLEY RICE LLC

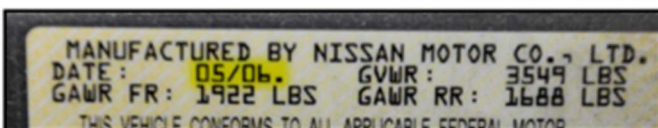
2006 Nissan Sentra – DOM cut-off

2. Vehicles Potentially Involved:

The vehicles included in this recall are those currently or ever registered in: Florida and adjacent counties in Southern Georgia; Puerto Rico; Hawaii; the U. S. Virgin Island; Guam; Saipan; American Samoa; as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas.

Model	Manufacturing Range
MY 2003-2004 Nissan Pathfinder	April 22, 2002 to July 19, 2004
MY 2004-2006 Nissan Sentra	April 1, 2003 to December 23, 2005
MY 2003-2005 Infiniti FX35/FX45	May 15, 2003 to January 26, 2005
MY 2003-2004 Infiniti I35	May 8, 2003 to August 2, 2004
MY 2006 Infiniti M35/M45	December 18, 2004 to January 24, 2005

April 1, 2003 to December 23, 2005



QUESTION: DOES THE SUBJECT VEHICLE HAVE A TAKATA PASSENGER AIRBAG?

MOTLEY RICE LLC

NISSAN

NISSAN NORTH AMERICA, INC.
Corporate Headquarters
One Nissan Way
Farmers, TN 37068
Marketing Address: P.O. Box 980000
Farmers, TN 37068-0000
Telephone: 615.175.1000

December 3, 2014

Ms. Nancy Lewis
Associate Administrator for Enforcement
National Highway Traffic Safety Administration
Attn: Recall Management Division (NVS-215)
Room W48-302
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Dear Ms. Lewis:

We are transmitting the enclosed amended Defect Information Report in accordance with 49 CFR Part 573. This Defect Information Report updates the recall population of 149-701 to include those vehicles currently or ever registered in Florida and adjacent counties in Southern Georgia; Hawaii; Guam; Puerto Rico; Saipan; U.S. Samoa; U.S. Virgin Islands; as well as coastal areas of Alabama, Louisiana, Mississippi, and Texas.

Nissan began notifying owners on December 3, 2014 via FedEx or first class mail when necessary. Your office will be provided with the copy of the notices. We have included a statement in the Part 577 owner notification concerning reimbursement for the cost of obtaining a pre-notification remedy.

Very truly,

Donald Neff
Donald Neff
Manager,
Technical Compliance

Encl.

9

50. Consequently, although the Plaintiffs did own a vehicle originally sold and registered in Louisiana, a “geographic location associated with high absolute humidity,” because their car was produced after Takata and Nissan decided to reduce their recall exposure to a smaller volume of vehicles manufactured only through the Holidays in 2005, or in May of 2006, the Plaintiffs’ never received notice of the existing Recall or any other Recalls on the Vehicle, which ultimately caused their extensive damages incurred.

CONDITIONS PRECEDENT

51. All conditions precedent to the bringing of this action and Plaintiffs’ 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 All Defendants)**

52. Plaintiffs adopt and re-allege each prior paragraph, where relevant, as if set forth fully herein.

53. At all times relevant herein, Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA designed, selected, inspected, tested, assembled, equipped, marketed, distributed, and sold the Vehicle and its components, including but not limited to, equipping it with its passenger-side frontal airbag system.

54. At all times relevant herein, Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA designed the Vehicle and its passenger-side frontal airbag system and each Defendant owed Plaintiffs a duty of reasonable care to design, select, inspect, test, assemble, equip, market, distribute, and sell the Vehicle and its components, including the passenger-side 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.

55. At all times relevant herein, as designed, selected, inspected, tested, assembled, equipped, marketed, distributed, and sold by Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA, the Vehicle is and was uncrashworthy, defective, unreasonably dangerous, and unsafe for foreseeable users and occupants because its passenger-side 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.

56. At all times relevant herein, Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA 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 Plaintiffs by:

- a. failing to timely recall vehicles and hiding the known volume of known defective Takata inflators installed in Nissan vehicles from the Plaintiffs, the public and federal regulators;
- b. failing to adopt and implement adequate safety hierarchy procedures and policies;
- c. failing to design, manufacture, test, assemble and/or install the passenger-side 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;
- d. failing to design, test, assemble and/or install the passenger-side airbag system so that it was properly vented and would adequately deflate under foreseeable impacts;
- e. failing to ensure that the subject Vehicle was reasonably crashworthy;
- f. failing to exercise reasonable care in the design of the subject Vehicle and its passenger-side airbag system;
- g. failing to exercise reasonable care in the testing of the subject Vehicle and its passenger-side airbag system;
- h. failing to exercise reasonable care in the inspection of the subject Vehicle and its passenger-side airbag system;
- i. failing to adopt and implement adequate warnings regarding subject Vehicle and its passenger-side airbag system;
- j. failing to incorporate appropriate quality assurance procedures in design of the of

the subject Vehicle and its passenger-side airbag system; and

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

57. At all times relevant, as a direct and proximate result of Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA's negligence and the breaches complained of herein, Plaintiff Sabra Wilson has suffered serious and permanent injuries including loss of hearing, burns, scarring, excruciating pain and suffering, mental anguish, and emotional distress from her accident on March 21, 2015 and the Vehicle has been destroyed.

58. WHEREFORE, Plaintiffs demand judgment against Defendants, Takata, TK Holdings, Nissan Motor, and Nissan NA, jointly and severally, for all actual and compensatory damages 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 All Defendants)

59. Plaintiffs adopt and re-allege each prior paragraph, where relevant, as if set forth fully herein.

60. At all times relevant herein, all Defendants, Takata, TK Holdings, Nissan Motor, and Nissan NA, took part in and/or were responsible for the manufacture, selection, inspection, testing, design, assemblage, equipment, marketing, distribution, and/or sale of the Vehicle and its component parts, including but not limited to its defective passenger-side airbag system, to Plaintiff William R. Wilson at some point prior to the Incident on March 21, 2015.

61. Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA manufactured the Vehicle and its passenger-side airbag system and each Defendant owed Plaintiffs a duty of

reasonable care to manufacture, select, inspect, test, assemble, equip, market, distribute, and sell the Vehicle and its components, including the passenger-side 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.

62. At all times relevant herein, as manufactured, selected, inspected, tested, assembled, equipped, marketed, distributed, and sold by Defendants, Takata, TK Holdings, Nissan Motor, and Nissan NA, the Vehicle is and was uncrashworthy, defective, unreasonably dangerous, and unsafe for foreseeable users and occupants because its passenger-side airbag system 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.

63. At all times relevant herein, Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA each were collectively and respectively negligent, grossly negligent, willful, wanton, reckless and careless and breached their duties of care owed to Plaintiffs by:

- a. failing to timely recall vehicles and hiding the known volume of known defective Takata inflators installed in Nissan vehicles from the Plaintiffs, the public and federal regulators;
- b. failing to adopt and implement adequate safety hierarchy procedures and policies;
- c. failing to manufacture, test, assemble and/or install the passenger-side 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;

- d. failing to manufacture, test, assemble and/or install the passenger-side airbag system so that it was properly vented and would adequately deflate under foreseeable impacts;
- e. failing to ensure that the subject Vehicle was reasonably crashworthy;
- f. failing to exercise reasonable care in the manufacture of the subject Vehicle and its passenger-side airbag system;
- g. failing to exercise reasonable care in the testing of the subject Vehicle and its passenger-side airbag system;
- h. failing to exercise reasonable care in the inspection of the subject Vehicle and its passenger-side airbag system;
- i. failing to adopt and implement adequate warnings regarding subject Vehicle and its passenger-side airbag system;
- j. failing to incorporate appropriate quality assurance procedures in manufacture of the of the subject Vehicle and its passenger-side airbag system;

64. As a direct and proximate result of the Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA's, negligence and the breaches complained of herein, Plaintiff William R. Wilson suffered property damage and Plaintiff Sabra Wilson incurred serious and permeant injuries including hearing loss, burns, scarring, excruciating pain and suffering, mental anguish, and emotional distress, from her accident on March 21, 2015.

65. By reason of the foregoing, Plaintiffs are entitled to recover for all general and special damages sustained as a direct and proximate result of Defendants' negligent and grossly negligent acts or omissions.

66. WHEREFORE, Plaintiffs demand judgment against Defendants Takata, TK Holdings,

Nissan Motor, and Nissan NA, jointly and severally, for all actual and compensatory damages 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 All Defendants)

67. Plaintiffs adopt and re-allege each prior paragraph, where relevant, as if set forth fully herein.

68. At all times relevant herein, Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA, are strictly liable for designing, testing, manufacturing, distributing, selling, and/or placing a defective and unreasonably dangerous product into the stream of commerce.

69. At all times relevant herein, the subject Vehicle and its passenger-side airbag system was 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.

70. At all times relevant herein, all Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA, took some part in the manufacture and sale of the subject Vehicle and its passenger-side airbag system to Plaintiff William R. Wilson at some point prior to the Incident on March 21, 2015.

71. At all times relevant, the subject Vehicle was being used in an intended and/or foreseeable manner when the Incident alleged herein occurred. Plaintiffs 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.

72. 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 passenger-side airbag system which deployed with dangerously excessive explosive force, exploded violently, loudly, and expelled sharp shrapnel during air bag deployment in foreseeable collisions, including during the Incident.

73. At all times relevant herein, Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA were aware of feasible alternative designs which would have minimized or eliminated altogether the risk of injury posed by the Vehicle and its passenger-side airbag system.

74. At all times relevant herein, Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA had a duty to warn users of the dangers associated with by the Vehicle and its passenger-side airbag system.

75. At all times relevant herein, Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA failed to warn of the inherent and latent defects that made this product dangerous and unsafe for its intended use.

76. At all times relevant herein, Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA failed to design, test, manufacture, inspect, and/or sell a product that was safe for its intended use.

77. As a direct and proximate result of the Defendants, Takata, TK Holdings, Nissan Motor, and Nissan NA's, negligence and the breaches complained herein, Plaintiff William R. Wilson has suffered property damage and Plaintiff Sabra Wilson has incurred serious and permeant injuries including hearing loss, burns, scarring, excruciating pain and suffering, mental anguish, and emotional distress, from the Incident on March 21, 2015.

78. WHEREFORE, Plaintiffs demand judgment against Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA, jointly and severally, for all actual and compensatory damages

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 All Defendants)

79. Plaintiffs adopt and re-allege each prior paragraph, where relevant, as if set forth fully herein.

80. At all times relevant herein, Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA, as manufacturers of subject Vehicle and its passenger-side airbag system, owed duties to warn of foreseeable dangerous conditions of the subject Vehicle which would impair its safety.

81. At all times relevant herein, Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA knew or should have known that the subject Vehicle's passenger-side 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.

82. At all times relevant herein, Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA would have had and had no reason to believe that users would realize this potential danger.

83. At all times relevant herein, Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA affirmatively failed to exercise reasonable care to inform users of the Vehicle's dangerous condition created by the excessively volatile inflator in the passenger-side airbag system or explosive nature of the inflator that could explode with violent and excessively loud force.

84. As a direct and proximate result of Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA's failure to warn of the dangers posed by the shrapnel and excessively energetic inflator in the passenger-side airbag system in the subject Vehicle and the breaches complained herein, Plaintiff William R. Wilson suffered property damage and Plaintiff Sabra Wilson incurred

injuries including hearing loss, burns, scarring, excruciating pain and suffering, mental anguish, and emotional distress, from the Incident on March 21, 2015.

85. By reason of the foregoing, Plaintiffs are entitled to recover for all general and special damages sustained as a direct and proximate result of Defendants' negligent and grossly negligent acts or omissions.

86. WHEREFORE, Plaintiffs demand judgment against Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA, jointly and severally, for all actual and compensatory damages 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
(Breach of Implied Warranties as to the Nissan Defendants)

87. Plaintiffs adopt and re-allege each prior paragraph, where relevant, as if set forth fully herein.

88. At all times relevant herein, the Nissan Defendants are and were "merchants" with respect to the Vehicle at issue in this Complaint.

89. At all times relevant herein, the Nissan Defendants manufactured and sold the subject Vehicle as "good" within the meaning of the relevant statutory provisions.

90. Consequently, at the time of its sale to Plaintiff William R. Wilson, the Nissan Defendants impliedly warranted that the subject Vehicle was merchantable, including that it was fit for its ordinary purposes as safe passenger vehicles that it could pass without objection in the trade, and that it was adequately contained, packaged, and labeled.

91. At all times relevant herein, the Nissan Defendants breached the implied warranty of merchantability as it concerns Plaintiff William R. Wilson because the subject Vehicle was not

fit for the ordinary purposes for which it was anticipated to be used—namely as a safe passenger motor vehicle.

92. Specifically, the subject Vehicle's passenger-side airbag system was unreasonably dangerous and defective because it was designed, manufactured and sold with a passenger-side inflator that had the propensity to explode with overly excessive force with deafening sound expelling multiple types of hot metal shrapnel in different shapes and sizes throughout the passenger compartment during air bag deployment in foreseeable collisions, including during the Incident on March 21, 2015, which made the subject Vehicle unfit for its ordinary purpose of providing safe transportation.

93. At all times relevant herein, the Nissan Defendants further breached the implied warranty of merchantability to Plaintiff William R. Wilson as the subject Vehicle they designed, manufactured and sold was equipped with a passenger-side inflator that will deploy with overly excessive force and deafening sound, expelling multiple types of hot metal shrapnel in different shapes and sizes throughout the passenger compartment during air bag deployment in foreseeable collisions, including during the Incident on March 21, 2015, and, therefore, it would not pass without objection in the trade.

94. At all times relevant herein, the Nissan Defendants further breached the implied warranty of merchantability to Plaintiff William R. Wilson because the subject Vehicle was not adequately contained, packaged, and labeled in that the directions and warnings that accompanied the subject Vehicle did not adequately instruct its owner on the proper use of the Vehicle in light of the fact that the passenger-side inflator had the propensity to explode with overly excessive force and deafening sound, expelling multiple types of hot metal shrapnel in different shapes and sizes throughout the passenger compartment upon airbag deployment in foreseeable collisions to expel

dangerous metal shrapnel to injure drivers or passengers, including during the Incident on March 21, 2015.

95. As a proximate result of the Nissan Defendants' collective and respective breaches of the implied warranty of merchantability, Plaintiff William R. Wilson has suffered excessive property damages to the interior of his Vehicle and Plaintiff Sabra M. Wilson has suffered serious and permeant injuries including burns, hearing loss, scarring, excruciating pain and suffering, mental anguish, and emotional distress, as a result of the accident on March 21, 2015.

96. By reason of the foregoing, Plaintiffs are entitled to recover for all general and special damages proximately caused by the Nissan Defendants' breaches of the implied warranty of merchantability arising and resulting from the Incident on March 21, 2015

97. WHEREFORE, Plaintiffs demand judgment against Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA, jointly and severally, for all actual and compensatory damages 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)

98. Plaintiffs adopt and re-allege each prior paragraph, where relevant, as if set forth fully herein.

99. Because of Plaintiff Sabra Wilson's bodily injuries 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.

100. Additionally, Plaintiff William R. Wilson is entitled to recover reasonable and proper compensation for any and all property damages incurred.

101. WHEREFORE, the Plaintiffs seek 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 All Defendants)

102. Plaintiffs adopt and re-allege each prior paragraph, where relevant, as if set forth fully herein.

103. In addition to the general and special damages suffered by the Plaintiffs and proximately caused by the Defendant Manufacturers' bad actions and inactions, as it concerns the defective operations and performance of the Vehicle on March 21, 2015, and as previously alleged and set forth in this Complaint, Plaintiffs also, as a further result of Defendants' reckless, willful, negligent and grossly negligent conduct, are entitled to recover punitive damages in accordance with the law and evidence in this case in an amount to be determined at trial.

104. More specifically, the actions and inactions of Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA 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 Plaintiffs, resulting in significant and ongoing damages arising from the Incident at issue in this Complaint.

105. Furthermore, Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA have acted with such a conscious and flagrant disregard for the rights and safety of the Plaintiffs, and/or have deliberately engaged in willful, wanton and reckless disregard for the life and safety of the

Plaintiffs so as to entitle them to punitive and exemplary damages in an amount sufficient to keep such wrongful conduct from being repeated.

106. WHEREFORE, Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA are liable, and Plaintiffs demand 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 against Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray as follows:

- a. For a trial by jury and judgment against Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA for such sums as actual and other compensatory damages, including but not limited to pain and suffering, permanent impairment, past and future medical expenses, past and future loss of function, past and future loss of earnings and enjoyment of life, and future prospective medical care costs in an amount as a jury may determine and in excess of the minimum jurisdictional limit of this Honorable Court;
- b. For exemplary and punitive damages against Defendants Takata, TK Holdings, Nissan Motor, and Nissan NA in an amount as a jury may determine to halt such conduct;
- c. For the costs of this suit, including attorney's fees; and
- d. For such other and further relief to which they may be entitled and as this Honorable Court may deem just and proper.

REQUEST FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a trial

by jury as to all issues triable by jury, as enumerated and set forth in more detail in this Complaint.

Dated: April 16, 2015.

Respectfully submitted,

MOTLEY RICE LLC

By: /s/T. David Hoyle
T. David Hoyle (FL Bar # 55066)
Kevin R. Dean, Esq. (Fed I.D. 8046)
Joseph F. Rice, Esq. (Fed I.D. 3445)
Kathryn A. Waites, Esq. (Fed I.D. 11959)
28 Bridgeside Boulevard
Mount Pleasant, South Carolina 29464
Phone: (843) 216-9000
Fax: (843) 216-9450
dhoyle@motleyrice.com

ATTORNEYS FOR THE PLAINTIFFS

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS Sabra M. Wilson and William R. Wilson,

DEFENDANTS Takata Corporation, TK Holdings Inc., Nissan Motor Company, Ltd., Nissan North America, Inc.,

(b) County of Residence of First Listed Plaintiff Saint Charles
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Defendant Tokyo, Japan
(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number)

T. David Hoyle, Motley Rice LLC, 28 Bridgeside Blvd., Mount Pleasant, SC 29464. (843) 216-9000

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Unknown

(d) Check County Where Action Arose: ☐ MIAMI-DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE ☐ HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- (For Diversity Cases Only)
- | | | | | | |
|---|--|---|---|---------|---|
| Citizen of This State | PTF DEF | <input type="checkbox"/> 1 <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | PTF DEF | <input type="checkbox"/> 4 <input type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 <input type="checkbox"/> 5 | | |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 <input type="checkbox"/> 6 | | |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input checked="" type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence Other: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN

- (Place an "X" in One Box Only)
- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Re-filed (See VI below)
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment
- ☐ 8 Remanded from Appellate Court

VI. RELATED/RE-FILED CASE(S)

a) Re-filed Case ☐ YES ☐ NO b) Related Cases ☒ YES ☐ NO

(See instructions):

JUDGE Judge Federico A. Moreno

DOCKET NUMBER 1:15-md-02599-FAM

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

Diversity: 28 U.S.C. § 1332
LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE

SIGNATURE OF ATTORNEY OF RECORD

April 16, 2015

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

IFP

JUDGE

MAG JUDGE

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

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 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

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Server's address

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 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: