

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

-----X
SAORI YAMAUCHI and YASUTAKA YAMAUCHI,
her spouse,

Index No.:

COMPLAINT

Plaintiffs,

-against-

TOYOTA MOTOR CORPORATION, a foreign corporation,
TOYOTA MOTOR SALES, U.S.A, INC., a foreign corporation,
TOYOTA MOTOR ENGINEERING & MANUFACTURING
NORTH AMERICA, INC., a foreign corporation, TOYOTA
MOTOR NORTH AMERICA, INC., a foreign corporation,
AUTOLIV, INC., a foreign corporation AUTOLIV ASP, INC.,
a foreign corporation AUTOLIV JAPAN LTD., a foreign
corporation, and AUTOLIV SAFETY TECHNOLOGY, INC.,
a foreign corporation,

Defendants.

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Plaintiffs, SAORI YAMAUCHI and YASUTAKA YAMAUCHI, by and through the undersigned attorneys, bring this complaint against Defendants TOYOTA MOTOR CORPORATION, a foreign corporation; TOYOTA MOTOR SALES, U.S.A., a foreign corporation; TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC., a foreign corporation; TOYOTA MOTOR NORTH AMERICA, INC., a foreign corporation; AUTOLIV, INC., a foreign corporation; AUTOLIV ASP, INC., a foreign corporation; AUTOLIV JAPAN LTD, a foreign corporation; and AUTOLIV SAFETY TECHNOLOGY, INC., a foreign corporation, as follows:

PARTIES, JURISDICTION, AND VENUE

1. This is a product liability and personal injury action, seeking enhanced injuries only, arising from catastrophic injuries sustained by the Plaintiff, Saori Yamauchi, as a direct and proximate result of both the defective nature of the subject product, a 2011 Toyota Sienna LE, VIN # 5TDJK3DC8BS016192 [hereinafter referred to as "Subject Vehicle"], and/or its component parts designed, developed, selected, inspected, tested, manufactured, assembled, equipped, marketed, distributed, imported, and/or sold by TOYOTA MOTOR SALES, U.S.A.; TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC.; TOYOTA MOTOR NORTH AMERICA, INC.; AUTOLIV, INC.; AUTOLIV ASP, INC.; AUTOLIV JAPAN LTD; AND AUTOLIV SAFETY TECHNOLOGY, INC..

2. At all times relevant herein, SAORI YAMAUCHI was a citizen of Japan residing in Dutchess County, New York, under a valid E2 Visa issued December 18, 2015.

3. At all times relevant herein, YASUTAKA YAMAUCHI was a citizen of Japan residing in Dutchess County, New York, under a valid E2 Visa issued December 18, 2015.

4. At all times relevant herein, SAORI YAMAUCHI and YASUTAKA YAMAUCHI, were husband and wife.

5. This action falls under one or more of the exceptions set forth in CPLR § 1602.

6. Plaintiffs designate Dutchess County, New York as the place of trial. Venue is proper in Dutchess County under N.Y. C.P.L.R. § 503 because Plaintiffs resided there at the time of commencing this action and the incident that gave rise to Plaintiffs' injuries occurred there.

7. Defendant TOYOTA MOTOR CORPORATION ("TMC"), is a foreign for-profit corporation organized and existing under the laws of Japan with its principal place of business at 1

Toyota-Cho, Toyota City, Aichi Prefecture 471-8571, Japan. TMC has directly, and through its wholly owned subsidiaries and/or joint ventures, carried on regular business activities in the state of New York, and it has at all times relevant been in the business of designing, developing, manufacturing, assembling, testing, inspecting, marketing, promoting, distributing, advertising, or selling motor vehicles, including the 2011 Toyota Sienna involved in the accident at issue in this lawsuit.

8. Defendant, TMC is subject to the jurisdiction of this Court because it transacts business within New York or contracts to supply good or services in New York; regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered, in New York and committed a tortious act causing enhanced injury to person or property within New York; or committed a tortious act causing enhanced injury to person or property within New York and expects or should reasonably expect the act to have consequences in the state and derives substantial revenue from interstate or international commerce.

9. Defendant TOYOTA MOTOR SALES, U.S.A., INC. ("TMS"), a subsidiary of TMC, is a California corporation with its principal place of business at 19001 South Western Avenue, Torrance, California 90501. TMS has directly, and through its wholly owned subsidiaries and/or joint ventures, carried on regular business activities in the state of New York, and it has at all times relevant been in the business of designing, developing, manufacturing, assembling, testing, inspecting, marketing, promoting, distributing, advertising, or selling motor vehicles, including the 2011 Toyota Sienna involved in the accident at issue in this lawsuit.

10. Defendant, TMS is subject to the jurisdiction of this Court because it transacts business within New York or contracts to supply good or services in New York; regularly does or

solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered, in New York and committed a tortious act causing enhanced injury to person or property within New York; or committed a tortious act causing enhanced injury to person or property within New York and expects or should reasonably expect the act to have consequences in the state and derives substantial revenue from interstate or international commerce.

11. Defendant TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC., (“TEMA”), a wholly owned subsidiary and/or operational unit or division of TMC, is a Kentucky corporation with its principal place of business at 25 Atlantic Avenue, Erlanger, Kentucky 41018. TEMA has directly, and through its wholly owned subsidiaries and/or joint ventures, carried on regular business activities in the state of New York, and it has at all times relevant been in the business of designing, developing, manufacturing, assembling, testing, inspecting, marketing, promoting, distributing, advertising, or selling motor vehicles, including the 2011 Toyota Sienna involved in the accident at issue in this lawsuit.

12. Defendant, TEMA, is subject to the jurisdiction of this Court because it transacts business within New York or contracts to supply good or services in New York; regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered, in New York and committed a tortious act causing enhanced injury to person or property within New York; or committed a tortious act causing enhanced injury to person or property within New York and expects or should reasonably expect the act to have consequences in the state and derives substantial revenue from interstate or international commerce.

13. Defendant, TOYOTA MOTOR NORTH AMERICA, INC. (“TMNA”), a wholly

owned a subsidiary and/or operational unit or division of TMC, is a California corporation with its principal place of business at 19001 South Western Avenue, Torrance, California 90501. TMNA has directly, and through its wholly owned subsidiaries and/or joint ventures, carried on regular business activities in the state of New York, and it has at all times relevant been in the business of designing, developing, manufacturing, assembling, testing, inspecting, marketing, promoting, distributing, advertising, or selling motor vehicles, including the 2011 Toyota Sienna involved in the accident at issue in this lawsuit.

14. Defendant, TMNA is subject to the jurisdiction of this Court because it transacts business within New York or contracts to supply good or services in New York; regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered, in New York and committed a tortious act causing enhanced injury to person or property within New York; or committed a tortious act causing enhanced injury to person or property within New York and expects or should reasonably expect the act to have consequences in the state and derives substantial revenue from interstate or international commerce.

15. Defendants TOYOTA MOTOR CORPORATION; TOYOTA MOTOR SALES, U.S.A.; TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC.; and TOYOTA MOTORS NORTH AMERICA, INC., are collectively referred to herein as “Toyota” or “Toyota Defendants.”

16. Defendant AUTOLIV, INC. (“Autoliv”) is a Delaware corporation, with its principal place of business in Stockholm, Sweden at Vasagatan 11, 7th Floor, SE-111 20, Box 70381, SE-107 24, and its registered agent located at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. Autoliv has directly, and through

its wholly owned subsidiaries and/or joint ventures, carried on regular business activities in the state of New York, and it has at all times relevant been in the business of designing, developing, manufacturing, assembling, testing, inspecting, marketing, promoting, distributing, advertising, or selling vehicle restraint systems, including airbag systems, to various Original Equipment Manufacturers (“OEM’s”), including Toyota, and including the airbag incorporated and used in the airbag safety system in the 2011 Toyota Sienna involved in the accident at issue in this lawsuit.

17. Defendant, Autoliv is subject to the jurisdiction of this Court because it transacts business within New York or contracts to supply good or services in New York; regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered, in New York and committed a tortious act causing enhanced injury to person or property within New York; or committed a tortious act causing enhanced injury to person or property within New York and expects or should reasonably expect the act to have consequences in the state and derives substantial revenue from interstate or international commerce.

18. Defendant AUTOLIV ASP, INC. (“Autoliv ASP”), a wholly owned subsidiary of Autoliv, is an Indiana corporation with its principal place of business at 3350 Airport Road, M/S A9130, Ogden, Utah 84405, and its registered agent located at CT Corporation, 150 West Market Street, Suite 800, Indianapolis, Indiana 46204. Autoliv ASP is a specialized supplier of automotive safety systems that has directly, and through its wholly owned subsidiaries and/or joint ventures, carried on regular business activities in the state of New York, and it has at all times relevant been in the business of designing, developing, manufacturing, assembling, testing, inspecting, marketing, promoting, distributing, advertising, or selling vehicle restraint systems, including airbag systems, to various Original Equipment Manufacturers (“OEM’s”), including Toyota, and including the airbag

incorporated and used in the airbag safety system in the 2011 Toyota Sienna involved in the accident at issue in this lawsuit.

19. Defendant, Autoliv ASP is subject to the jurisdiction of this Court because it transacts business within New York or contracts to supply good or services in New York; regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered, in New York and committed a tortious act causing enhanced injury to person or property within New York; or committed a tortious act causing enhanced injury to person or property within New York and expects or should reasonably expect the act to have consequences in the state and derives substantial revenue from interstate or international commerce.

20. Defendant AUTOLIV JAPAN, LTD. (“Autoliv Japan”), a wholly owned subsidiary of Autoliv, Inc., is a Japanese corporation with its principal place of business at 4 F Innotech Bldg. 3-17-6 Shinyokohama, Kohoku-ku, Yokohama, Japan 222-8580. Autoliv Japan is a specialized supplier of automotive safety systems that has directly, and through its wholly owned subsidiaries and/or joint ventures, carried on regular business activities in the state of New York, and it has at all times relevant been in the business of designing, developing, manufacturing, assembling, testing, inspecting, marketing, promoting, distributing, advertising, or selling vehicle restraint systems, including airbag systems, to various Original Equipment Manufacturers (“OEM’s”), including Toyota, and including the airbag incorporated and used in the airbag safety system in the 2011 Toyota Sienna involved in the accident at issue in this lawsuit.

21. Defendant, Autoliv Japan is subject to the jurisdiction of this Court because it transacts business within New York or contracts to supply good or services in New York; regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial

revenue from goods used or consumed or services rendered, in New York and committed a tortious act causing enhanced injury to person or property within New York; or committed a tortious act causing enhanced injury to person or property within New York and expects or should reasonably expect the act to have consequences in the state and derives substantial revenue from interstate or international commerce.

22. Defendant AUTOLIV SAFETY TECHNOLOGY, INC. (“AST”), a wholly owned subsidiary of Autoliv, is a Delaware corporation with its principal place of business in San Diego, California, and its registered agent at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. AST is a specialized supplier of automotive safety systems that has directly, and through its wholly owned subsidiaries and/or joint ventures, carried on regular business activities in the state of New York, and it has at all times relevant been in the business of designing, developing, manufacturing, assembling, testing, inspecting, marketing, promoting, distributing, advertising, or selling vehicle restraint systems, including airbag systems, to various Original Equipment Manufacturers (“OEM’s”), including Toyota, and including the airbag incorporated and used in the airbag safety system in the 2011 Toyota Sienna involved in the accident at issue in this lawsuit.

23. Defendant AST is subject to the jurisdiction of this Court because it transacts business within New York or contracts to supply good or services in New York; regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered, in New York and committed a tortious act causing enhanced injury to person or property within New York; or committed a tortious act causing enhanced injury to person or property within New York and expects or should reasonably expect the act to have consequences in the state and derives substantial revenue from interstate or

international commerce.

24. Defendants AUTOLIV, INC.; AUTOLIV ASP, INC.; AUTOLIV JAPAN LTD.; and AUTOLIV SAFETY TECHNOLOGY, INC.; are collectively referred to as “Autoliv” or “Autoliv Defendants.”

ALLEGATIONS COMMON TO ALL COUNTS

25. This is an action for damages that exceed the monetary minimum threshold of the Court, exclusive of interest, attorneys’ fees and costs, and is otherwise within the jurisdiction of this Court. All conditions precedent to the bringing of this action have been met or waived, and Plaintiffs’ lawsuit falls within one or more of the enumerated exceptions of Article 1602 of the N.Y. C.P.L.R.

26. Plaintiffs purchased a 2011 Toyota Sienna LE, VIN #5TDJK3DC8BS016192, which is the subject of this complaint (“Subject Vehicle”), from a New York dealer for which Certificate of Title was issued on March 30, 2011.

27. On or about September 1, 2016, Plaintiff Saori Yamauchi was a properly seat belted, and fully-restrained driver of the Subject Vehicle.

28. At or about that time, she was involved in a motor vehicle accident when a vehicle driven by William Riccardi collided with the Subject Vehicle at the intersection of Riverview Drive and SR 82 in Fishkill, New York.

29. During the course of that collision, Plaintiff Yamauchi’s occupant protection safety system, including her driver frontal, side, and side curtain airbag system (“airbag system”) and airbag sensor systems, failed to perform in a reasonably safe manner, resulting in catastrophic injuries to Mrs. Yamauchi which rendered her a quadriplegic.

30. Her vehicle contained an occupant restraint, airbags, and airbag sensor system that was designed, developed, manufactured, assembled, inspected, tested, marketed, promoted, advertised, distributed, or sold by the Toyota and Autoliv Defendants. Defects in the occupant restraint, airbags, and airbag sensor system in the Subject Vehicle caused and, in fact, increased or enhanced Mrs. Yamauchi's injuries above and beyond those that she would have ordinarily incurred in the accident without the airbag system deploying.

31. That by reason of the foregoing, Plaintiffs have sustained damages, both general and special, in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

COUNT I – NEGLIGENCE AGAINST THE TOYOTA DEFENDANTS

32. Plaintiffs hereby incorporate by reference previous paragraphs 1 through 31 as if fully set forth herein:

33. The Toyota Defendants owed a duty of reasonable care in the design, development, testing, manufacture, assembly, inspection, marketing, distribution, promotion, advertisement and sale of the Subject Vehicle and its occupant protection system, including its airbag and airbag sensor system so as to avoid exposing Plaintiffs to unnecessary and unreasonable risks.

34. The Toyota Defendants breached that duty in one or more of the following ways:
- a. By negligently failing to use due care in the design, development, manufacture, assembly, testing, inspection, marketing, promotion, distribution, advertising, sale, processing, or servicing of the Subject Vehicle and its component parts, including the occupant restraint system, and the

- airbags and airbag sensor system, in order to avoid the aforementioned risks to individuals;
- b. By negligently failing to provide adequate warnings regarding the defective occupant restraint system, the airbags and airbag sensor system, and their propensity to cause and/or contribute to injuries;
 - c. By negligently failing to incorporate within the Subject Vehicle and its design reasonable occupant safeguards and protections against a defective occupant restraint system, and airbags and airbag sensor system, and the consequences thereof;
 - d. By negligently failing to make timely correction to the design of the Subject Vehicle to correct the occupant restraint system, and the airbags and airbag sensor system defects;
 - e. By negligently failing to adequately identify and mitigate the hazards associated with the occupant restraint system, and the airbags and airbag sensor system in accordance with good engineering practices;
 - f. By negligently failing to adequately test the Subject Vehicle and occupant restraint system, including the airbags and airbag sensor system, to ensure it provided foreseeable occupants with reasonable safety in foreseeable impacts;
 - g. By negligently designing the Subject Vehicle from an occupant protection/crashworthiness standpoint;
 - h. By failing to adequately warn foreseeable users of the unreasonably dangerous and defective condition(s) of the Subject Vehicle despite that the Toyota

Defendants knew or should have known the unreasonably dangerous condition(s);

- i. By failing to disclose known problems and defects;
- j. By marketing the Subject Vehicle as a safe passenger vehicle that would perform reasonably safe in a crash;
- k. By negligently designing the Subject Vehicle from a marketing standpoint in that the Subject Vehicle was marketed as reasonably safe for the uses for which the Toyota Defendants represented it publicly;
- l. By failing to meet or exceed internal corporate guidelines;
- m. By failing to meet or reasonably exceed minimum Federal Motor Vehicle Safety Standards despite knowledge of the inadequacy of such standards;
- n. By failing to notify consumers, as required by law, that a defect exists in the Subject Vehicle that relates to public safety;
- o. By failing to recall the occupant restraint system, airbags, and airbag sensor system, or, alternatively, retrofitting the occupant restraint system, airbags, and airbag sensor system to provide reasonable safety;
- p. By failing to provide adequate warning and/or instructions to foreseeable users of the unreasonable, dangerous, and defective condition of the Subject Vehicle despite that the Toyota Defendants knew or should have known of the unreasonably dangerous conditions; and
- q. By failing to inform the consumer, including Plaintiff Saori Yamauchi that the Toyota Defendants knew about the safety hazards posed by the occupant restraint system, airbags, and airbag sensor system, and the occupant

protection risks in the Subject Vehicle, thus depriving consumers, including Plaintiff Saori Yamauchi, of the right to make a conscious or free choice in light of the known risks of operating the Subject Vehicle.

35. As a direct, proximate, and foreseeable result of the wrongful acts of the Toyota Defendants, Plaintiff Saori Yamauchi suffered permanent, catastrophic bodily injuries, including spine and spinal cord injuries resulting in Mrs. Yamauchi becoming quadriplegic, and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, the expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money, and aggravation of a previously existing condition, if any. The losses are either permanent or continuing and Plaintiff Saori Yamauchi will suffer the losses in the future.

36. That by reason of the foregoing, Plaintiffs have sustained damages, both general and special, in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, Plaintiff Saori Yamauchi demands judgment for compensatory damages, including interest on all liquidated damages, attorneys' fees pursuant to any applicable offer of judgment statute and/or rule, and taxable costs against the Toyota Defendants, and further demands trial by jury of all issues so triable as a matter of right by jury.

COUNT II - STRICT LIABILITY AGAINST THE TOYOTA DEFENDANTS

37. Plaintiffs hereby incorporate by reference previous paragraphs 1 through 36 as if fully set forth herein:

38. At all material times, the Toyota Defendants designed, developed, manufactured, marketed, assembled, tested, inspected, distributed, advertised, sold, and placed into the stream of commerce the Subject Vehicle and its safety systems. In conjunction with the Toyota Defendants,

at all material times, the Autoliv Defendants designed, developed, manufactured, marketed, assembled, tested, inspected, distributed, advertised, and sold the defective occupant restraint system, the airbags, and airbag sensor system incorporated into the Subject Vehicle by Toyota as a component part.

39. At all material times, the Subject Vehicle was unreasonably dangerous and defective because:

- a. The Toyota and/or Autoliv Defendants failed to use due care in the design, development, manufacture, assembly, testing, inspection, marketing, promotion, distribution, advertising, sale, processing, or servicing of the Subject Vehicle and its component parts, including the occupant restraint, the airbags, and airbag sensor system, in order to avoid the aforementioned risks to an individual;
- b. The Toyota and/or Autoliv Defendants failed to provide adequate warnings regarding the defective occupant restraint system, the airbags and airbag sensor system, and their propensity to cause and/or contribute to injuries;
- c. The Toyota and/or Autoliv Defendants failed to incorporate within the Subject Vehicle and its design reasonable safeguards and protections against defective occupant restraint system, airbags and airbag sensor system, and the consequences thereof;
- d. The Toyota Defendants failed to make timely correction to the design of the Subject Vehicle to correct the occupant restraint system, the airbags and airbag sensor system defects;

- e. The Toyota and/or Autoliv Defendants failed to adequately identify and mitigate the hazards associated with the occupant restraint system, airbags, and airbag sensor system in accordance with good engineering practices;
- f. The Toyota Defendants failed to adequately test the Subject Vehicle and the occupant restraint system, including the airbag and airbag sensor system, to ensure it provided foreseeable occupants with reasonable safety in foreseeable impacts;
- g. By failing to adequately design the Subject Vehicle from an occupant protection/crashworthiness standpoint;
- h. By failing to adequately warn foreseeable users of the unreasonably dangerous and defective condition(s) of the Subject Vehicle despite that the Toyota Defendants knew or should have known the unreasonably dangerous condition(s);
- i. By failing to disclose known problems and defects;
- j. By marketing the Subject Vehicle as a safe passenger vehicle that would perform reasonably safe in a crash;
- k. By designing the Subject Vehicle from a marketing standpoint in that the Subject Vehicle was marketed as reasonably safe for the uses for which the Toyota Defendants represented it publicly;
- l. By failing to meet or exceed internal corporate guidelines;
- m. By failing to meet or reasonably exceed minimum Federal Motor Vehicle Safety Standards despite knowledge of the inadequacy of such standards;

- n. By failing to notify consumers, as required by law, that a defect exists in the Subject Vehicle that relates to public safety;
- o. By failing to recall the occupant restraint system, airbags and airbag sensor system, or alternatively retrofitting said safety systems to provide reasonable safety;
- p. By failing to provide adequate warning and/or instructions to foreseeable users of the unreasonable, dangerous and defective condition of the Subject Vehicle despite that they knew or should have known the unreasonably dangerous conditions; and
- q. By failing to inform the consumer, including Plaintiff Saori Yamauchi, that the Toyota Defendants knew about the safety hazards posed by the occupant restraint system, airbags, and airbag sensor system, and occupant protection risks in the Subject Vehicle, thus depriving Plaintiff Saori Yamauchi of the right to make a conscious or free choice in light of the known risks of operating the Subject Vehicle.

40. As a direct, proximate, and foreseeable result of the wrongful acts of the Defendants, Plaintiff Saori Yamauchi suffered permanent, catastrophic bodily injuries, including spine and spinal cord injuries resulting in Mrs. Yamauchi becoming quadriplegic, and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, the expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money, and aggravation of a previously existing condition, if any. The losses are either permanent or continuing and Plaintiff Saori Yamauchi will suffer the losses in the future.

41. That by reason of the foregoing, Plaintiffs have sustained damages, both general and special, in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, Plaintiff Saori Yamauchi demands judgment for compensatory damages, including interest on all liquidated damages, attorneys' fees pursuant to any applicable offer of judgment statute and/or rule, and taxable costs against the Toyota Defendants, and further demands trial by jury of all issues so triable as a matter of right by jury.

COUNT III – NEGLIGENCE AGAINST THE AUTOLIV DEFENDANTS

42. Plaintiffs hereby incorporate by reference previous paragraphs 1 through 41 as if fully set forth herein:

43. The Autoliv Defendants owed a duty of reasonable care in the design development, testing, manufacture, assembly, inspection, marketing, distribution, promotion, advertisement and sale of the Subject Vehicle's occupant restraint system, airbags, and airbag sensor system so as to avoid exposing Plaintiffs to unnecessary and unreasonable risk.

44. The Autoliv Defendants breached that duty in one or more of the following ways:
- a. By negligently failing to use due care in the design, development, testing, manufacture, assembly, marketing, inspection, distribution, advertising, sale, and servicing of the subject occupant restraint system, airbags, and airbag sensor system in order to avoid the aforementioned risks to individuals;

- b. By negligently failing to provide adequate warnings against defective occupant restraint system, airbags and airbag sensor system and their propensity to cause and/or contribute to enhanced injuries;
- c. By negligently failing to incorporate within the Subject Vehicle and its design reasonable safeguards and protections against defective occupant restraint system, airbags and airbag sensor system, and the consequences thereof;
- d. By negligently failing to make timely correction to the design of the subject occupant restraint system, airbags and airbag sensor system to correct the defects;
- e. By negligently failing to adequately identify and mitigate the hazards associated with the occupant restraint system, airbags and airbag sensor system in accordance with good engineering practices;
- f. By negligently failing to adequately test the subject occupant restraint system, airbags and airbag sensor systems, to ensure it provided foreseeable occupants with reasonable safety in foreseeable impacts;
- g. By negligently designing the Subject Vehicle airbag system from an occupant protection/crashworthiness standpoint;
- h. By failing to adequately warn foreseeable users of the unreasonably dangerous and defective condition(s) of the occupant restraint system, airbags and airbag sensor system, despite that the Autoliv Defendants knew or should have known the unreasonably dangerous condition(s);

- i. By failing to disclose known problems and defects with the occupant restraint system, airbags, and airbag sensor system;
- j. By marketing the occupant restraint system, airbags, and airbag sensor system as reasonably safe in a crash;
- k. By negligently designing the occupant restraint system, airbags, and airbag sensor system from a marketing standpoint in that they were marketed as reasonably safe for the uses for which the Autoliv Defendants represented publicly;
- l. By failing to meet or exceed internal corporate guidelines;
- m. By failing to meet or reasonably exceed minimum Federal Motor Vehicle Safety Standards despite knowledge of the inadequacy of such standards;
- n. By failing to notify consumers, as required by law, that a defect exists in the occupant restraint system, airbags, and airbag sensor system that relates to public safety;
- o. By failing to recall the occupant restraint system, airbags and airbag sensor system, or alternatively retrofitting said safety systems to provide reasonable safety;
- p. By failing to provide adequate warning and/or instructions to foreseeable users of the unreasonable, dangerous and defective condition of the occupant restraint system, airbags and airbag sensor system, despite that they knew or should have known the unreasonably dangerous conditions;
and

q. By failing to inform the consumer, including Plaintiff Saori Yamauchi that the Autoliv Defendants knew about the safety hazards posed by the occupant restraint system, airbags, and airbag sensor system, and the occupant protection risks in the Subject Vehicle, thus depriving Plaintiff Saori Yamauchi of the right to make a conscious or free choice in light of the known risks of operating the Subject Vehicle.

45. As a direct, proximate, and foreseeable result of the wrongful acts of the Defendants, Plaintiff Saori Yamauchi suffered permanent, catastrophic bodily injuries, including spine and spinal cord injuries resulting in Mrs. Yamauchi becoming quadriplegic, and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, the expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money, and aggravation of a previously existing condition, if any. The losses are either permanent or continuing and Plaintiff Saori Yamauchi will suffer the losses in the future.

46. That by reason of the foregoing, Plaintiffs have sustained damages, both general and special, in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, Plaintiff Saori Yamauchi demands judgment for compensatory damages, including interest on all liquidated damages, attorneys' fees pursuant to any applicable offer of judgment statute and/or rule, and taxable costs against the Autoliv Defendants, and further demands trial by jury of all issues so triable as a matter of right by jury.

COUNT IV – STRICT LIABILITY AGAINST THE AUTOLIV DEFENDANTS

47. Plaintiffs hereby incorporate by reference previous paragraphs 1 through 46 as if fully set forth herein:

48. At all material times, the Autoliv Defendants designed, developed, manufactured, marketed, assembled, tested, inspected, distributed, advertised, sold and placed into the stream of commerce the Subject Vehicle's occupant restraint system, airbags and airbag sensor system.

49. At all material times, the Subject Vehicle was unreasonably dangerous and defective because:

- a. The Autoliv Defendants failed to use due care in the design, development, testing, manufacture, assembly, testing, inspection, marketing, promotion, distribution, advertising, sale, and servicing of the subject occupant restraint system, airbags, and airbag sensor system in order to avoid the aforementioned risks to an individual;
- b. The Autoliv Defendants failed to provide adequate warnings against a defective occupant restraint system, airbags and airbag sensor system defects, and their propensity to cause and/or contribute to enhanced injuries;
- c. The Autoliv Defendants failed to incorporate within the Subject Vehicle and its design reasonable safeguards and protections against a defective occupant restraint system, airbags and airbag sensor system, and the consequences thereof;

- d. The Autoliv Defendants failed to make timely correction to the design of the Subject Vehicle's occupant restraint system, airbags and airbag sensor system to correct said defects;
- e. The Autoliv Defendants failed to adequately identify and mitigate the hazards associated with the Subject Vehicle's occupant restraint, airbags and airbag sensor system in accordance with good engineering practices;
- f. The Autoliv Defendants failed to adequately test the subject occupant restraint system, airbags and airbag sensor system, to ensure it provided foreseeable occupants with reasonable safety in foreseeable impacts;
- g. By failing to adequately design the occupant restraint system, airbags, and airbag sensor system from an occupant protection/crashworthiness standpoint;
- h. By failing to adequately warn foreseeable users of the unreasonably dangerous and defective condition(s) of the occupant restraint system, airbags and airbag sensor system, despite that the Autoliv Defendants knew or should have known the unreasonably dangerous condition(s);
- i. By failing to disclose known problems and defects;
- j. By marketing the occupant restraint system, airbags, and airbag sensor system as reasonably safe in a crash;
- k. By designing the airbag system from a marketing standpoint in that the occupant restraint system, airbags and airbag sensor system were marketed as reasonably safe for the uses and for which the Autoliv Defendants represented it publicly;

- l. By failing to meet or exceed internal corporate guidelines;
- m. By failing to meet or reasonably exceed minimum Federal Motor Vehicle Safety Standards despite knowledge of the inadequacy of such standards;
- n. By failing to notify consumers, as required by law, that a defect exists in the occupant restraint system, airbags, and airbag sensor system that relates to public safety;
- o. By failing to recall the occupant restraint system, airbags and airbag sensor system, or alternatively retrofitting said systems to provide reasonable safety;
- p. By failing to provide adequate warning and/or instructions to foreseeable users of the unreasonable, dangerous, and defective condition of the occupant restraint system, airbags and airbag sensor system, despite that they knew or should have known of the unreasonably dangerous conditions; and
- q. By failing to inform the consumer, including Plaintiff Saori Yamauchi that Autoliv Defendants knew about the safety hazards posed by the occupant restraint system, airbags and airbag sensor system, and occupant protection risks in the Subject Vehicle thus depriving Plaintiff Saori Yamauchi of the right to make a conscious or free choice in light of the known risks of operating the Subject Vehicle.

50. As a direct, proximate, and foreseeable result of the wrongful acts of the Defendants, Plaintiff Saori Yamauchi suffered permanent, catastrophic bodily injuries, including spine and spinal cord injuries resulting in Mrs. Yamauchi becoming quadriplegic, and resulting

pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, the expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money, and aggravation of a previously existing condition, if any. The losses are either permanent or continuing and Plaintiff Saori Yamauchi will suffer the losses in the future.

51. That by reason of the foregoing, Plaintiffs have sustained damages, both general and special, in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, Plaintiff Saori Yamauchi demands judgment for compensatory damages, including interest on all liquidated damages, attorneys' fees pursuant to any applicable offer of judgment statute and/or rule, and taxable costs against the Autoliv Defendants, and further demands trial by jury of all issues so triable as a matter of right by jury

COUNT V – LOSS OF CONSORTIUM
(ALL DEFENDANTS)

52. Plaintiffs hereby incorporate by reference previous paragraphs 1 through 51 as if fully set forth herein:

53. As a direct and proximate result of the injuries and losses sustained by Saori Yamauchi, her spouse, Yasutaka Yamauchi, has suffered and will continue to suffer in the future, loss of love, companionship, affection, society, consortium, comfort, martial relations, services and support that he previously received from his spouse.

54. That by reason of the foregoing, Plaintiffs have sustained damages, both general and special, in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, Plaintiff Yasutaka Yamauchi demands judgment for compensatory damages, including interest on all liquidated damages, attorneys' fees pursuant to any applicable offer of judgment statute and/or rule, and taxable costs against the Defendant, and further demands trial by jury of all issues so triable as a matter of right by jury.

DEMAND FOR JURY TRIAL

The Plaintiffs demand a jury trial on all issues so triable as a matter of right.

Dated: May 24, 2017

Yours, etc.



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