

IN THE CIRCUIT COURT OF YAZOO COUNTY, MISSISSIPPI

LATORIA GOINS

PLAINTIFF

v.

CIVIL ACTION NO. 2014-CI-40

**GENERAL MOTORS, LLC;
THE ESTATE OF JASMAND KEON JOHNSON
and JOHN DOES 1-20**

DEFENDANTS

AMENDED COMPLAINT
(Jury Trial Demanded)

The Plaintiff, Latoria Goins, files this, her Amended Complaint against the Defendants GENERAL MOTORS, LLC, THE ESTATE OF JASMAND KEON JOHNSON and JOHN DOES 1-20, and, in support thereof, states as follows:

PARTIES

1. Plaintiff LATORIA GOINS is an adult resident citizen of the State of Mississippi.
2. Defendant General Motors, LLC (hereinafter “post-sale¹ GM” is referred to as “Defendant GM”) is a Delaware corporation, with its principal place of business located in Detroit, Michigan. Defendant GM may be served with process of this Court by serving its registered agent, CSC of Rankin County, Inc., Mirror Lake Plaza, 2829 Lakeland Drive, Suite 1502, Flowood, Mississippi 39232. GM manufactured and distributed the vehicle that is the subject of this lawsuit. Post-sale Defendant GM does business in and can be found in Rankin County, Mississippi.
3. Defendant The Estate of Jasmand Keon Johnson is an entity existing in and within Yazoo County, Mississippi upon the death of Jasmand Keon Johnson or about April 17, 2014 in Yazoo County, Mississippi. The decedent was a citizen of Yazoo County, Mississippi at the time of her death. As such, The Estate of Jasmand Keon Johnson is an entity existing in the State of Mississippi

¹ This is commonly referred to as the “363 Sale” of July 5, 2009. See *In re General Motors Corp.*, 407 B.R. 46, Bankr., S.D.N.Y. 2009 (Gerber J.).

pursuant to Order of the Chancery Court of Yazoo County, Mississippi, Cause No. 14-CV-0126 and may be served with process of this Court upon its Executor/Administrator, Debra Ann Johnson, at her address of 740 Shady Lane, Apartment 11-H, Yazoo City, Mississippi.

4. Defendants John Does 1-20 are those entities, corporations, partnerships, employees, servants, contractors, and individuals whose names are presently unknown to Plaintiff. Defendants John Does 1-20 also includes those entities, corporations, partnerships, and individuals who have or have had any ownership interest in any of the named Defendants or which played any role in the management of those companies.

JURISDICTION AND VENUE

5. Jurisdiction is proper in the Circuit Court of Yazoo County, Mississippi.

6. Venue is proper in Yazoo County, Mississippi pursuant to *Miss. Code Ann. § 11-11-3*.

FACTS

7. On or about April 17, 2014, Jasmand Keon Johnson was operating a 2006 Saturn Ion (VIN: 1G8AJ55FX6Z206498) on State Highway 49 East, near Carter Hill Road, in Yazoo County, Mississippi (more accurately described as being approximately located at N 32°56.346/W 090°22.005) with Plaintiff Latoria Goins as the front seat passenger. While Jasmand Keon Johnson was operating the subject Ion, the engine suddenly shut off and she lost control of the vehicle causing it to leave the road, crash and catch fire. Jasmand Keon Johnson was killed and Plaintiff was severely injured.

8. GM designed, developed, tested, manufactured, and/or distributed the 2006 Saturn Ion VIN: 1G8AJ55FX6Z206498 (hereinafter the “subject vehicle”).

9. In the fall of 2002, GM personnel made a decision that lead to catastrophic results – a GM

engineer chose to use an ignition switch in certain cars that was so far below GM's own specifications that it failed to keep the car powered on in foreseeable circumstances that drivers would encounter, resulting in moving stalls on the highway.

10. Problems with the switch's ability to keep the Saturn Ion powered on were known within GM's engineering ranks at the earliest stages of its production.

- a. As early as 2001 GM noted problems with the ignition switches during pre-production testing of the Saturn Ion.
- b. In 2003-2004 a service technician closed an inquiry into a stalling Saturn Ion linked to the ignition switch after changing the key ring.
- c. In 2005 GM was aware that its vehicles were experiencing running stalls due to faulty ignition switches and actually rejected a proposal to address the ignition switch issue because the fix was deemed too costly. A GM engineer advised the company to redesign the key head but the proposal was rejected.
- d. In 2005 GM sent dealers a bulletin telling them there were problems with the Ion's ignition switches stating in part, "There is potential for the driver to inadvertently turn off the ignition due to low key ignition cylinder torque/effort."
- e. GM knew since 2005 that a problem existed in the ignition switches of Saturn Ions that could cause the inadvertent turning off of the ignition.
- f. GM is aware of deaths and injuries associated with ignition switches of Saturn Ions.

11. Since at least 2003, GM and Defendant GM have sold millions of vehicles throughout the United States and worldwide that have a safety defect involving the vehicle's ignition switch.

12. All 2006 Saturn Ions had defective ignition switches.
13. The 2006 Saturn Ion vehicle (VIN: 1G8AJ55FX6Z206498) contained a defective ignition switch.
14. The 2006 Saturn Ion vehicle (VIN: 1G8AJ55FX6Z206498) was defective at the time it was manufactured.
15. The ignition switch in the 2006 Saturn Ion (VIN: 1G8AJ55FX6Z206498) can cause a running stall at highway speeds.
 - a. Running stalls are a safety concern.
 - b. Running stalls at highway speeds can cause crashes.
16. The Saturn Ion (VIN: 1G8AJ55FX6Z206498) was dangerous and defective when manufactured.
17. Defendant GM CEO Mary Barra has admitted that GM made mistakes relating to the ignition switch issues and these mistakes have caused the deaths and injuries of people.
18. Defendant GM knew after July 5, 2009 and prior to April 17, 2014 that 2006 Saturn Ions, including the subject Ion, were manufactured with faulty ignition switches.
19. The crash of the subject Ion resulted, in part, from the dangerous and defective design and manufacture of the subject vehicle.
20. 2006 Saturn Ions have safety-related design and or manufacturing defects.
 - a. A low torque defect in the ignition switch allows the key to be inadvertently turned from the “run” to “accessory/off” position;

- b. Due to the low position of the key lock module on the steering column, a driver can inadvertently bump the key fob or chain which results in the key turning from “run” to the “accessory/off” position;
- c. The key sold with the Ion has a slot design which allows the key fob or chain to hang lower on the key and increases the chance of the key inadvertently moving from the “run” to “accessory/off” position during ordinary driving maneuvers; and
- d. The key ignition system in 2006 Saturn Ions can cause the disablement of the vehicle’s power, including but not limited to disablement of power steering, brakes and airbags.

21. The subject vehicle (2006 Saturn Ion VIN: 1G8AJ55FX6Z206498) is defective pursuant to *Miss. Code Ann. § 11-1-63*. Further, Defendant GM knew of the subject Ion’s defective, dangerous and deadly condition after July 5, 2009 and prior to April 17, 2014 but did not take reasonable measures to correct these dangerous and/or deadly conditions in the subject Ion, to inform potential users such as the Plaintiff and others of the existence of these dangerous and/or deadly conditions in the subject Ion, to warn potential users such as the Plaintiff and others of the existence of these dangerous and/or deadly conditions in the subject Ion, or to inform and/or warn potential users such as the Plaintiff and others of Defendant GM’s knowledge of the existence of these dangerous and/or deadly conditions so that potential users of Ions, including the subject Ion, could make informed decisions about their use. Upon information and belief, Defendant GM withheld knowledge and/or disclosure of the dangerous and/or deadly conditions of the subject Ion through the aid, assistance, coordination and facilitation of others.

22. Defendant Jasmand Keon Johnson, being sued through her surviving estate, negligently failed to maintain control of the vehicle and her negligence was a further contributing cause of the subject incident that resulted in the severe injuries and pain and suffering of the Plaintiff.

COUNT I
Defendant GM's Negligence

23. Plaintiff adopts and incorporates by reference herein the allegations contained in the foregoing paragraphs.

24. At all times pertinent hereto, Defendant GM owed a duty to Plaintiff to properly design and/or test and/or manufacture and/or assemble and/or label and/or advertise and/or market and/or sell the subject vehicle as a reasonably safe vehicle which would not put occupants at risk. At all times pertinent hereto, Defendant GM owed a duty to Plaintiff to inform her and others of what it knew about the dangerous condition of the subject Ion and its ignition system, and all accident, injury and death information concerning the subject Ion.

25. Defendant GM designed and/or manufactured and/or tested and/or inspected and/or distributed and/or sold and/or marketed the subject Ion for use by consumers on the roadways of the United States.

26. Defendant GM breached the duty of reasonable care owed to Plaintiff in that Defendant GM negligently designed, constructed, manufactured, tested or inspected the subject Ion, failed to consider the result of testing, and/or failed to inspect the subject Ion for defects, and/or failed to heed the results of warranty claims and/or adjustment records.

27. Defendant GM also negligently warned or failed to warn Plaintiff of defects in the subject Ion and the effect of said defects, which Defendant GM either knew or should have known existed.

28. Defendant GM negligently failed to warn that the subject Ion has a high potential for

failures described herein resulting in the vehicle's ignition switch moving from the "run" position to the "accessory" or "off" position, resulting in a loss of power, vehicle speed control, and braking, as well as a failure of the vehicle's airbags to deploy. Defendant GM knew of these defects, the failures that resulted from these defects and the effects of such failures.

29. As a direct and proximate result of the defects in the subject vehicle and Defendant GM's negligence, Plaintiff was seriously injured.

COUNT II
Strict Liability as to Defendant GM

30. Plaintiff adopts and incorporates by reference herein the allegations contained in the foregoing paragraphs.

31. At all times relevant, Defendant GM was engaged in the business of designing and/or manufacturing and/or constructing and/or selling and/or marketing and/or distributing and/or monitoring the performance of vehicles, including the subject Ion involved in this incident.

32. The subject Ion, which was manufactured and/or sold and/or marketed and/or distributed by Defendant GM, was unfit and unsafe for its intended uses and purposes because of design, manufacturing, and inspection defects that caused the vehicle to suddenly fail.

33. The subject Ion was manufactured and/or sold and/or marketed and/or distributed by Defendant GM without adequate quality control measures, inappropriate manufacturing procedures and processes and/or warnings which GM and Defendant GM knew, or in light of reasonably available knowledge or in the exercise of reasonable care should have known, about the Saturn Ion's defective design. At the time the Saturn Ion left its control, GM knew that the Saturn Ion would fail to function as the consumer would expect it to function in normal operating conditions, and there existed a feasible design alternative for the Saturn Ion and its vehicle ignition system that would have

to a reasonable probability prevented the permanent and irreversible injury to Plaintiff; Defendant GM also possessed this knowledge after July 5, 2009 and prior to April 17, 2014. Such a feasible alternative design would not have impaired the utility, usefulness, practicality, or desirability of the Saturn Ion to users or consumers. Said inappropriate quality control measures and inappropriate manufacturing practices and procedures contribute to in-service failures such as that which occurred in the subject vehicle. The likelihood of failures of the subject Ion were known to Defendant GM.

34. Defendant GM negligently monitored the performance of or failed to heed the results of monitoring the performance of vehicles that it manufactured and/or sold and/or marketed and/or serviced, including the subject vehicle.

35. The subject vehicle was defective in manufacture in that the vehicle's ignition switch can unintentionally move from the "run" position to the "accessory" or "off" position, resulting in a loss of power, vehicle speed control, and braking ability.

36. As a direct and proximate result of the defects in the subject vehicle, which were known to Defendant GM after July 5, 2009 and prior to April 17, 2014, Plaintiff was seriously injured.

COUNT III
Breach of Warranty as to Defendant GM

37. Plaintiff adopts and incorporates by reference herein the allegations contained in the foregoing paragraphs.

38. At all times pertinent hereto, Defendant GM warranted that the subject vehicle was in a defect-free and reasonably safe condition, yet, in fact, it was not. The vehicle's defective and unreasonably dangerous condition was inconsistent with said warranties. Therefore, Defendant GM breached said warranties.

39. As a direct and proximate result of Defendant GM's breach of warranty, Plaintiff was

seriously injured.

COUNT IV
Misrepresentation as to Defendant GM

40. Plaintiff adopts and incorporates by reference herein the allegations contained in the foregoing paragraphs.

41. At all times pertinent hereto, Defendant GM negligently and/or intentionally represented to the public that the subject vehicle was safe for its intended purposes and it failed to disclose material facts concerning the subject Ion's defects and safety. Yet, in fact, the subject vehicle was not safe for its intended purposes.

42. As a direct and proximate result of Defendant GM's misrepresentations, Plaintiff was seriously injured.

COUNT V
Failure to Warn as to Defendant GM

43. Plaintiff adopts and incorporates by reference herein the allegations contained in the foregoing paragraphs.

44. At all times pertinent hereto, Defendant GM owed Plaintiff a duty to warn of potential dangers in foreseeable use of the subject vehicle.

45. Defendant GM failed to warn Plaintiff of potential dangers that it knew or should have known existed.

46. As a direct and proximate result of Defendant GM's failures, Plaintiff was seriously injured.

COUNT VI
Fraud

47. Plaintiff adopts and incorporates by reference herein the allegations contained in the foregoing paragraphs.

48. Under Mississippi law, the elements of fraud are: (1) a representation; (2) its falsity; (3) its materiality; (4) the speaker's knowledge of its falsity or ignorance of its truth; (5) the speaker's intent that the representation should be acted upon by the hearer and in the manner reasonably contemplated; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on the representation's truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury. Defendant GM possessed knowledge of the defective and dangerous condition of the subject Ion after July 5, 2009 and prior to April 17, 2014. Defendant GM knew of the false material representations made to users, potential users and owners of the dangerous and/or deadly characteristics of the subject Ion. Defendant GM, despite explicit and implicit possession of knowledge of the dangerous and/or deadly characteristics of the subject Ion, did not take adequate measures to protect the users, such as the Plaintiff and others, of the subject Ion. Defendant GM furthered its fraud and actively and covertly concealed same from the Plaintiff for years until its denial of responsibility for the manufacture of the subject Ion in their Answer filed in this matter (in 2015 and nearly six years after the "363 sale" referenced herein) and incorporated as an Exhibit herein. Consequently, due to the fraud of Defendant GM in withholding knowledge of the defective, dangerous and deadly characteristics, performance and nature of the subject Ion, Plaintiff has been directly and proximately damaged by Defendant GM's fraud in an amount that

should be determined by a jury, together with the costs of this action, including reasonable attorney's fees and any/all pre and/or post judgment interest allowed by law.

COUNT VII
Fraudulent Concealment

50. Plaintiff adopts and incorporates by reference herein the allegations contained in the foregoing paragraphs.

51. Plaintiff was fraudulently induced to continue use of the deadly subject Ion because of the fraudulent concealment of Defendant GM's failure to take reasonable measures to adequately correct these dangerous and/or deadly conditions of the subject Ion, to inform potential users such as the Plaintiff and others of the existence of these dangerous and/or deadly conditions of the subject Ion, to warn potential users such as the Plaintiff and others of the existence of these dangerous and/or deadly conditions of the subject Ion, or to inform and/or warn potential users such as the Plaintiff and others of Defendant GM's knowledge of the existence of these dangerous and/or deadly conditions so that potential users of Ions, including the subject Ion, could make informed decisions about their use. Those fraudulent misrepresentations were directed to conceal Defendant GM's withholding of material knowledge that would have prevented use of a defective, dangerous and deadly product (i.e. the subject Ion).

52. Said concealment of material facts was intentional for the purpose of inducing Plaintiff into continued use of a defective, dangerous and deadly product (i.e. the subject Ion), avoidance of liability upon Defendant GM and causing the Plaintiff to suffer damages as stated herein.

53. The omissions, commissions and representations were made by Defendant GM with knowledge of their falsity for the purpose of inducing Plaintiff into a course of action that would

inure to the benefit of Defendant GM itself. Plaintiff did rely on these representations and omissions to their detriment.

54. The fraudulently concealed information was known by Defendant GM at the time and particularly from July 5, 2009 until April 17, 2014. Therefore, the withholding of these material facts, through non-disclosure to Plaintiff, constitutes fraudulent misrepresentation by Defendant GM.

55. As a direct and proximate result of Defendant GM's fraudulent concealment, Plaintiff has been damaged in an amount that should be determined by a jury, together with the costs of this action, including reasonable attorney's fees and any/all pre and/or post judgment interest allowed by law.

COUNT VIII
Promissory Estoppel

56. Plaintiff adopts and incorporates by reference herein the allegations contained in the foregoing paragraphs.

57. Defendant GM made clear misrepresentations of fact to the Plaintiff and others, by withholding knowledge concerning:

- its failure to adequately correct these dangerous and/or deadly conditions of the subject Ion;
- its failure to inform potential users such as the Plaintiff and others of the existence of these dangerous and/or deadly conditions of the subject Ion;
- its failure to warn potential users such as the Plaintiff and others of the existence of these dangerous and/or deadly conditions of the subject Ion; and

- its failure to inform and/or warn potential users such as the Plaintiff and others of Defendant GM's knowledge of the existence of these dangerous and/or deadly conditions so that potential users of Ions, including the subject Ion, could make informed decisions about their use.

58. Plaintiff detrimentally relied on the misrepresentations of Defendant GM. Due to these misrepresentations, Plaintiff was reasonable in her reliance on those misrepresentations and reliance upon those misrepresentations was foreseeable to Defendant GM. Plaintiff was injured by Defendant GM's misrepresentations and has suffered damages therefrom.

COUNT IX
Civil Conspiracy

59. Plaintiff adopts and incorporates by reference herein the allegations contained in the foregoing paragraphs.

60. Defendant GM, King & Spalding, LLP and others engaged in a scheme of civil conspiracy, after July 5, 2009, by knowingly, willfully and wantonly undertaking efforts to accomplish unlawful purposes and/or to accomplish lawful ends in a reprehensible manner for the purpose of depriving the Plaintiff and others of freedom of choice to engage in use of the dangerous and/or deadly subject Ion and/or depriving her or her legal interests in the pursuit of claims related to the subject Ion.

61. Defendant GM, King & Spalding, LLP and others set out to accomplish their civil conspiracy by undertaking the following, non-inclusive, list of actions:

- a) by coordinating efforts amongst themselves to deceive the Plaintiff and others from knowledge and information relevant and pertinent to the pursuit of her legal interests related to the subject Ion;
- b) by misleading the Plaintiff and others about material facts regarding the pursuit of her legal interests related to the subject Ion;
- c) by misrepresenting material facts regarding the subject Ion;
- d) by making material omissions of fact regarding the subject Ion;
- e) by manipulating facts and events through coordinated efforts in order to deny the Plaintiff the preservation of her legal interests related to the subject Ion;
- f) through lack of disclosure of conflicting interests amongst and between Defendant GM, King & Spalding, LLP and others, disclosure of relationships amongst Defendant GM, King & Spalding, LLP and others, disclosure of the employment relationship amongst Defendant GM, King & Spalding, LLC and others and other tangible benefits exchanged amongst Defendant GM, King & Spalding, LLP and others; and
- g) other actions taken by Defendant GM, King & Spalding, LLP and others detrimental to the interests of the Plaintiff.

62. The concerted conspiracy on the part of Defendant GM, King & Spalding, LLP and others was focused toward the promotion of the interests of Defendant GM to the detriment of the Plaintiff and her interests regarding the subject Ion and the other failures of Defendant GM as described herein.

63. As a direct and proximate result of the conspiracy of Defendant GM, King & Spalding, LLP and others, Plaintiff has been damaged in an amount that should be determined by a jury, together with the costs of this action, including reasonable attorney's fees and any/all pre and/or post judgment interest allowed by law.

COUNT X
Negligence of Jasmand Keon Johnson

64. Plaintiff adopts and incorporates by reference herein the allegations contained in the foregoing paragraphs.

65. Jasmand Keon Johnson, deceased, being sued through her surviving estate, The Estate of Jasmand Keon Johnson, was the driver of the Saturn Ion and she negligently failed to maintain proper control of the vehicle on April 17, 2014 and allowed the Saturn Ion to crash.

66. The negligence of Jasmand Keon Johnson in failing to maintain proper control of the Saturn Ion was a proximate contributing cause of the damages described herein.

COUNT XI
Punitive Damages

67. Plaintiff adopts by reference and incorporates herein the allegations contained in the foregoing paragraphs.

68. Each and every one of the Defendants', both jointly, collectively and severally, omissions, conduct, breaches, failures, and negligence were grossly negligent and/or were in conscious, willful, wanton, and reckless disregard of the safety of consumers and/or passengers, including Plaintiff, therefore justifying an award of punitive damages against the Defendants, jointly, collectively and severally, pursuant to *Miss. Code Ann. § 11-1-65*.

DAMAGES

69. As a direct and proximate result of the Defendants' negligence, breaches, failures to warn, misrepresentations and conduct, Plaintiff was severely injured and suffered physical, mental and emotional pain, and incurred loss of earnings and loss of earnings capacity. Consequently, Plaintiff is entitled to monetary compensation for the foregoing damages and all damages allowed under Mississippi law.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Latoria Goins, demands a trial by jury and judgment against Defendants General Motors, LLC, The Estate of Jasmand Keon Johnson and John Does 1-20, for compensatory damages in an amount in excess of the jurisdictional limits of this Court and to be determined by the jury, and for all costs and expenses, along with all interest allowed under law, and additionally for punitive damages against the Defendants in an amount to be determined by the jury.

Dated: June _____, 2015

Respectfully submitted:

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