

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT LAW DIVISION

2009L012355
CALENDAR/ROOM X
TIME 00:00
Product Liability

ROSILENE HEMME, Special Administrator of)
the Estate of HAUS HEMME, deceased, ANA)
MARIA GAGLIARDO, Special Administrator of)
the Estate of CLARA MAR AMADO, deceased,)
ATTILA NOTHEISZ, Special Administrator of)
the Estate of ARNOLD NOTHEISZ, deceased,)
MOHAMED TIGHADOUINI, Special)
Administrator of the Estate of OTMAN)
TIGHADOUINI, deceased, NADEGE)
GUILLERIN, Special Administrator of the Estate)
of ABDEL KADER BENOTMANE, deceased,)
JACKY GIROUX, Special Administrator of the)
Estate of STEPHANE GIROUX, deceased,)
PHILIPPE PASQUET, Special Administrator of)
the Estate of AURELIA PASQUET, deceased,)
and CATHY POCHOLLE, Special Administrator)
of the Estate of OLIVIER GUILLOT-NOEL,)
deceased)

Plaintiffs,)

v.)

AIRBUS S.A.S., AIRBUS AMERICAS, INC.,)
HONEYWELL INTERNATIONAL, THALES)
GROUP, THALES USA, INC., MOTOROLA,)
INC., INTEL CO., ROCKWELL COLLINS CO.,)
HAMILTON SUNDSTRAND CORP., GENERAL)
ELECTRIC CO., GE AVIATION SYSTEMS,)
LLC, GOODRICH CORP., DUPONT CO.,)
JUDD WIRE CO., and RAYCHEM CO.,)

Defendants.)

COMPLAINT

Plaintiffs, through their undersigned counsel, for their Complaint against
defendants, state as follows:

COUNT I

1. Plaintiffs and plaintiffs' decedents are citizens and residents of countries other than the United States.

2. Defendants Airbus S.A.S. and Thales Group are corporations and citizens and residents of France. Defendants Airbus Americas, Inc., Thales USA, Inc., Honeywell, International, Intel Co., Rockwell Collins Co., Hamilton Sundstrand Corp., General Electric Co., GE Aviation Systems, LLC, Goodrich Corp., DuPont Co., Judd Wire Co. and Raychem Co. are U.S. corporations which do business in Cook County, Illinois sufficient to subject them to the jurisdiction of this Court. Defendant Motorola, Inc. is a U.S. corporation which has its principal place of business in Cook County, Illinois.

3. On June 1, 2009, plaintiffs' decedents were passengers on board a certain Airbus A-330 aircraft ("the accident aircraft") being operated by Air France as Flight 447 from Rio de Janeiro, Brazil to Paris, France.

4. On a date prior to June 1, 2009, defendants Airbus S.A.S. and Airbus Americas, Inc. ("Airbus") designed, manufactured, assembled, and sold the accident aircraft and provided training in the operation of the subject model aircraft to the flight crew of the accident aircraft.

5. At the time that the accident aircraft left the custody and control of defendants Airbus, it was defective and unreasonably dangerous in one or more of the following respects, among other defects:

(a) the radar system did not provide complete and accurate weather information at all times during the subject flight;

(b) the pitot tubes were subject to becoming blocked or obstructed and provided erroneous information, including erroneous information as to the accident

aircraft's airspeed, to the accident aircraft's air data inertial reference units (ADIRU's) and flight control computers;

(c) the angle of attack sensors provided erroneous information to the ADIRU's and flight control computers;

(d) the ADIRU's provided erroneous data and spurious signals, including, but not limited to, erroneous data and spurious signals concerning the accident aircraft's airspeed and angle of attack, to the accident aircraft's flight control computers;

(e) the ADIRU's failed to filter out erroneous data and spurious signals, including, but not limited to, erroneous data and spurious signals concerning the accident aircraft's airspeed and angle of attack,

(f) the accident aircraft's flight control computers and related software failed to filter out the erroneous data and spurious signals provided by the ADIRU's;

(g) the accident aircraft's flight control computers and related software commanded dangerous and improper flight control movements;

(h) the accident aircraft's flight control computers and related software allowed dangerous and unauthorized flight control movements;

(i) the ice detection system failed to detect and warn of the accumulation of ice in critical parts of the aircraft, including, but not limited to, the engines;

(j) the sidestick controls provided erroneous information to the flight control computers;

(k) the engines lacked sufficient power to allow the recovery from a stall in all reasonably anticipated situations;

(l) the engines were subject to the accumulation of ice and failed to provide a safe means to warn of, and remove, the accumulation of ice;

(m) the engines experienced uncommanded and non-harmonious surges in power, causing the aircraft to depart from controlled flight;

(n) the wiring was subject to wet arcing and dry arcing and to chafing, cracking, hydrolysis and pyrolization of the wiring insulation, causing erroneous information and spurious signals to be provided to the accident aircraft's ADIRU's and flight control computers;

(o) the accident aircraft failed to contain any warnings of the above-described defects;

(p) the accident aircraft did not have adequate protection of the ADIRU's, flight control computers and other components from electromagnetic interference; and

(q) it was difficult to recover from unusual attitudes and such recovery by the flight crew was caused to be delayed.

6. As the direct and proximate result of one or more of the aforesaid defective and unreasonably dangerous conditions of the accident aircraft, it was caused to, and did, crash into the Atlantic Ocean on June 1, 2009 and plaintiffs' decedents were killed.

7. Plaintiffs' decedents left surviving heirs and beneficiaries, including the plaintiff Special Administrators, for whose benefit this action is brought.

8. The plaintiff Special Administrators and the other heirs and beneficiaries of their respective decedents have suffered a loss of support, loss of net accumulations, loss of household and other services, loss of care, comfort, companionship, guidance

and society and mental anguish, sorrow and grief as the result of the deaths of plaintiffs' decedents.

9. This action is brought pursuant to 740 ILCS 180/0.01, commonly known as the Illinois Wrongful Death Act.

WHEREFORE, plaintiffs, through their undersigned counsel, pray for the entry of a judgment in their favor and against defendants Airbus, S.A.S. and Airbus Americas, Inc. for an amount in excess of the minimum jurisdictional amount of this Court, together with costs and such other damages as may be allowed by law.

COUNT II

1-5. As paragraphs 1-5 of Count II, plaintiffs reallege paragraphs 1-5 of Count I.

6. As the direct and proximate result of one or more of the foregoing defective and unreasonably dangerous conditions of the accident aircraft which caused the accident aircraft to crash into the Atlantic Ocean on June 1, 2009, plaintiffs' decedents were caused to suffer multiple and diverse injuries of both a personal and pecuniary nature, inclusive of conscious pain and suffering and severe terror prior to impact and prior to their deaths, and property damage.

7. Had plaintiffs' decedents survived, they would have been entitled to bring an action for damages, and such action has survived them.

8. This action is brought pursuant to 755 ILCS 5/27-6, commonly known as the Illinois Survival Act.

WHEREFORE, plaintiffs, through their undersigned counsel, pray for the entry of a judgment in their favor against defendants Airbus S.A.S. and Airbus Americas, Inc. for

an amount in excess of the minimum jurisdictional amount of this Court, together with costs and such other damages as may be allowed by law.

COUNT III

1-4. As paragraphs 1 through 4 of Count III, plaintiffs reallege paragraphs 1 through 4 of Count I.

5. At all times relevant hereto, defendants Airbus owed a duty to plaintiffs and plaintiffs' decedents to use reasonable care in designing, manufacturing, assembling, and selling the accident aircraft and in providing training in the operation of the subject model aircraft to the flight crew of the accident aircraft so as not to cause injury to, and the deaths of, plaintiffs' decedents.

6. Defendants Airbus negligently breached their duty of care owed to plaintiffs and plaintiffs' decedents through one or more of the following negligent acts and omissions:

(a) negligently designed, manufactured, assembled and sold the accident aircraft such that the radar system did not provide complete and accurate weather information at all times during the subject flight;

(b) negligently designed, manufactured, assembled and sold the accident aircraft such that the pitot tubes were subject to becoming blocked or obstructed and provided erroneous information, including erroneous information as to the accident aircraft's airspeed, to the accident aircraft's air data inertial reference units (ADIRU's) and flight control computers;

(c) negligently designed, manufactured, assembled and sold the accident aircraft such that the angle of attack sensors provided erroneous information to the ADIRU's and flight control computers;

(d) negligently designed, manufactured, assembled and sold the accident aircraft such that the ADIRU's provided erroneous data and spurious signals, including, but not limited to, erroneous data and spurious signals concerning the accident aircraft's airspeed and angle of attack, to the accident aircraft's flight control computers;

(e) negligently designed, manufactured, assembled and sold the accident aircraft such that the ADIRU's failed to filter out erroneous data and spurious signals, including, but not limited to, erroneous data and spurious signals concerning the accident aircraft's airspeed and angle of attack,

(f) negligently designed, manufactured, assembled and sold the accident aircraft such that the accident aircraft's flight control computers and related software failed to filter out the erroneous data and spurious signals provided by the ADIRU's;

(g) negligently designed, manufactured, assembled and sold the accident aircraft such that the accident aircraft's flight control computers and related software commanded dangerous and improper flight control movements;

(h) negligently designed, manufactured, assembled and sold the accident aircraft such that the accident aircraft's flight control computers and related software allowed dangerous and unauthorized flight control movements;

(i) negligently designed, manufactured, assembled and sold the accident aircraft such that the ice detection system failed to detect and warn of the accumulation of ice in critical parts of the aircraft, including, but not limited to, the engines;

(j) negligently designed, manufactured, assembled and sold the accident aircraft such that the sidestick controls provided erroneous information to the flight control computers;

(k) negligently designed, manufactured, assembled and sold the accident aircraft such that the engines lacked sufficient power to allow the recovery from a stall in all reasonably anticipated situations;

(l) negligently designed, manufactured, assembled and sold the accident aircraft such that the engines were subject to the accumulation of ice and failed to provide a safe means to warn of, and remove, the accumulation of ice;

(m) negligently designed, manufactured, assembled and sold the accident aircraft such that the engines experienced uncommanded and non-harmonious surges in power, causing the aircraft to depart from controlled flight;

(n) negligently designed, manufactured, assembled and sold the accident aircraft such that the wiring was subject to wet arcing and dry arcing and to chafing, cracking, hydrolysis, and pyrolyzation of the wiring insulation, causing erroneous information and spurious signals to be provided to the accident aircraft's ADIRU's and flight control computers;

(o) negligently designed, manufactured, assembled and sold the accident aircraft such that the accident aircraft failed to contain any warnings of the above-described defects;

(p) negligently designed, manufactured, assembled and sold the accident aircraft such that the accident aircraft did not have adequate protection of the

ADIRU's, flight control computers and other components from electromagnetic interference;

(q) negligently designed, manufactured, assembled and sold the accident aircraft such that it was difficult to recover from unusual attitudes and such recovery by the flight crew was caused to be delayed;

(r) negligently failed to provide the flight crew of the accident aircraft with sufficient and proper training in the manual flying of the subject model aircraft during initial type qualification; and

(s) negligently failed to provide the flight crew of the accident aircraft with sufficient and proper training in the manual flying of the subject model aircraft to ensure the flight crew remained proficient in flying the subject model aircraft manually.

7. As the direct and proximate result of one or more of the aforesaid negligent acts and omissions of the defendants Airbus, the accident aircraft was caused to, and did, crash into the Atlantic Ocean on June 1, 2009 and plaintiffs' decedents were killed.

8. Plaintiffs' decedents left surviving heirs and beneficiaries, including the plaintiff Special Administrators, for whose benefit this action is brought.

9. The plaintiff Special Administrators and the other heirs and beneficiaries of their respective decedents have suffered a loss of support, loss of net accumulations, loss of household and other services, loss of care, comfort, companionship, guidance and society and mental anguish, sorrow and grief as the result of the deaths of plaintiffs' decedents.

10. This action is brought pursuant to 740 ILCS 180/0.01, commonly known as the Illinois Wrongful Death Act.

WHEREFORE, plaintiffs, through their undersigned counsel, pray for the entry of a judgment in their favor and against defendants Airbus, S.A.S. and Airbus Americas, Inc. for an amount in excess of the minimum jurisdictional amount of this Court, together with costs and such other damages as may be allowed by law.

COUNT IV

1-4. As paragraphs 1 through 4 of Count IV, plaintiffs reallege paragraphs 1 through 4 of Count I.

5-6. As paragraphs 5 and 6 of Count IV, plaintiffs reallege paragraphs 5 and 6 of Count III.

7. As the direct and proximate result of one or more of the aforesaid negligent acts and omissions of defendants Airbus, which caused the accident aircraft to crash into the Atlantic Ocean on June 1, 2009, plaintiffs' decedents were caused to suffer multiple and diverse injuries of both a personal and pecuniary nature, inclusive of conscious pain and suffering and severe terror prior to impact and prior to their deaths, and property damage.

8. Had plaintiffs' decedents survived, they would have been entitled to bring an action for damages, and such action has survived them.

9. This action is brought pursuant to 755 ILCS 5/27-6, commonly known as the Illinois Survival Act.

WHEREFORE, plaintiffs, through their undersigned counsel, pray for the entry of a judgment in their favor and against defendants Airbus, S.A.S. and Airbus Americas, Inc.

for an amount in excess of the minimum jurisdictional amount of this Court, together with costs and such other damages as may be allowed by law.

COUNT V

1-3. As paragraphs 1 through 3 of Count V, plaintiffs reallege paragraphs 1 through 3 of Count I.

4. On a date prior to June 1, 2009, defendant Honeywell International ("Honeywell") designed, manufactured, assembled and sold the ADIRU's in the accident aircraft.

5. At the time the ADIRU's in the accident aircraft left the custody and control of defendant Honeywell, they were defective and unreasonably dangerous in one or more of the following respects, among other defects:

(a) the ADIRU's provided erroneous data and spurious signals, including, but not limited to, erroneous data and spurious signals concerning the accident aircraft's air speed and angle of attack, to the accident aircraft's flight control computers;

(b) the ADIRU's failed to filter out erroneous data and spurious signals, including, but not limited to, erroneous data and spurious signals concerning the accident aircraft's air speed and angle of attack;

(c) the ADIRU's in the accident aircraft did not have adequate protection against electromagnetic interference; and

(d) the ADIRU's in the accident aircraft failed to contain any warnings of the above described defects.

6. As the direct and proximate result of one or more of the aforesaid defective and unreasonably dangerous conditions of the ADIRU's in the accident aircraft, the

accident aircraft was caused to, and did, crash into the Atlantic Ocean on June 1, 2009 and plaintiffs' decedents were killed.

7. Plaintiffs' decedents left surviving heirs and beneficiaries, including the plaintiff Special Administrators, for whose benefit this action is brought.

8. The plaintiff Special Administrators and the other heirs and beneficiaries of their respective decedents have suffered a loss of support, loss of net accumulations, loss of household and other services, loss of care, comfort, companionship, guidance and society and mental anguish, sorrow and grief as the result of the deaths of plaintiffs' decedents.

9. This action is brought pursuant to 740 ILCS 180/0.01, commonly known as the Illinois Wrongful Death Act.

WHEREFORE, plaintiffs, through their undersigned counsel, pray for the entry of a judgment in their favor and against defendant Honeywell International for an amount in excess of the minimum jurisdictional amount of this Court, together with costs and such other damages as may be allowed by law.

COUNT VI

1-3. As paragraphs 1 through 3 of Count VI, plaintiffs reallege paragraphs 1 through 3 of Count I.

4-5. As paragraphs 4 and 5 of Count VI, plaintiffs reallege paragraphs 4 and 5 of Count V.

6. As the direct and proximate result of one or more of the foregoing defective and unreasonably dangerous conditions of the ADIRU's on the accident aircraft which caused the accident aircraft to crash into the Atlantic Ocean on June 1, 2009, plaintiffs' decedents were caused to suffer multiple and diverse injuries of both a personal and

pecuniary nature, inclusive of conscious pain and suffering and severe terror prior to impact and prior to their deaths, and property damage.

7. Had plaintiffs' decedents survived, they would have been entitled to bring an action for damages, and such action has survived them.

8. This action is brought pursuant to 755 ILCS 5/27-6, commonly known as the Illinois Survival Act.

WHEREFORE, plaintiffs, through their undersigned counsel, pray for the entry of a judgment in their favor and against defendant Honeywell International for an amount in excess of the minimum jurisdictional amount of this Court, together with costs and such other damages as may be allowed by law.

COUNT VII

1-3. As paragraphs 1 through 3 of Count VII, plaintiffs reallege paragraphs 1 through 3 of Count I.

4. On a date prior to June 1, 2009, defendant Honeywell designed, manufactured, assembled and sold the ADIRU's in the accident aircraft.

5. At all times relevant hereto, defendant Honeywell owed a duty to plaintiffs and plaintiffs' decedents to use reasonable care in designing, manufacturing, assembling and selling the ADIRU's in the accident aircraft so as not to cause injury to, and the deaths of, plaintiffs' decedents.

6. Defendant Honeywell negligently breached its duty of care owed to plaintiffs and plaintiffs' decedents through one or more of the following negligent acts and omissions:

(a) negligently designed, manufactured, assembled and sold the ADIRU's in the accident aircraft such that the ADIRU's provided erroneous data and spurious

signals, including, but not limited to, erroneous data and spurious signals concerning the accident aircraft's air speed and angle of attack, to the accident aircraft's flight control computers;

(b) negligently designed, manufactured, assembled and sold the ADIRU's in the accident aircraft such that the ADIRU's failed to filter out erroneous data and spurious signals, including, but not limited to, erroneous data and spurious signals concerning the accident aircraft's air speed and angle of attack;

(c) negligently designed, manufactured, assembled and sold the ADIRU's in the accident aircraft such that the ADIRU's in the accident aircraft did not have adequate protection against electromagnetic interference; and

(d) negligently designed, manufactured, assembled and sold the ADIRU's in the accident aircraft such that the ADIRU's in the accident aircraft failed to contain any warnings of the above described defects.

7. As the direct and proximate result of one or more of the aforesaid negligent acts and omissions of defendant Honeywell, the accident aircraft was caused to, and did, crash into the Atlantic Ocean on June 1, 2009 and plaintiffs' decedents were killed.

8. Plaintiffs' decedents left surviving heirs and beneficiaries, including the plaintiff Special Administrators, for whose benefit this action is brought.

9. The plaintiff Special Administrators and the other heirs and beneficiaries of their respective decedents have suffered a loss of support, loss of net accumulations, loss of household and other services, loss of care, comfort, companionship, guidance and society and mental anguish, sorrow and grief as the result of the deaths of plaintiffs' decedents.

10. This action is brought pursuant to 740 ILCS 180/0.01, commonly known as the Illinois Wrongful Death Act.

WHEREFORE, plaintiffs, through their undersigned counsel, pray for the entry of a judgment in their favor and against defendant Honeywell International for an amount in excess of the minimum jurisdictional amount of this Court, together with costs and such other damages as may be allowed by law.

COUNT VIII

1-3. As paragraphs 1 through 3 of Count VIII, plaintiffs reallege paragraphs 1 through 3 of Count I.

4-6. As paragraphs 4 through 6 of Count VIII, plaintiffs reallege paragraphs 4 through 6 of Count VII.

7. As the direct and proximate result of one or more of the aforesaid negligent acts and omissions of defendant Honeywell which caused the accident aircraft to crash into the Atlantic Ocean on June 1, 2009, plaintiffs' decedents were caused to suffer multiple and diverse injuries of both a personal and pecuniary nature, inclusive of conscious pain and suffering and severe terror prior to impact and prior to their deaths, and property damage.

8. Had plaintiffs' decedents survived, they would have been entitled to bring an action for damages, and such action has survived them.

9. This action is brought pursuant to 755 ILCS 5/27-6, commonly known as the Illinois Survival Act.

WHEREFORE, plaintiffs, through their undersigned counsel, pray for the entry of a judgment in their favor and against defendant Honeywell International for an amount in

excess of the minimum jurisdictional amount of this Court, together with costs and such other damages as may be allowed by law.

COUNT IX

1-3. As paragraphs 1 through 3 of Count IX, plaintiffs reallege paragraphs 1 through 3 of Count I.

4. On a date prior to June 1, 2009, defendants Thales Group and Thales USA, Inc. ("Thales") designed, manufactured, assembled and sold the pitot tubes on the accident aircraft and the software for the flight control computers on the accident aircraft.

5. At the time the pitot tubes on the accident aircraft and the software for the flight control computers on the accident aircraft left the custody and control of defendants Thales, they were defective and unreasonably dangerous in one or more of the following respects, among other defects:

(a) the pitot tubes were subject to becoming blocked or obstructed and provided erroneous information, including, but not limited to, erroneous information as to the accident aircraft's air speed, to the accident aircraft's ADIRU's and flight control computers;

(b) the pitot tubes were subject to the accumulation of moisture and ice and failed to provide a safe means to warn of, and remove, such accumulation;

(c) the pitot tubes did not contain any warnings of their defective conditions;

(d) the software for the flight control computers failed to filter out erroneous data and spurious signals from the accident aircraft's ADIRU's, including, but not limited to, erroneous data and spurious signals concerning the accident aircraft's airspeed and angle of attack;

(e) the software for the flight control computers commanded dangerous and improper flight control movements;

(f) the software for the flight control computers allowed dangerous and unauthorized flight control movements; and

(g) the software for the flight control computers did not contain any warnings of its defective conditions.

6. As the direct and proximate result of one or more of the aforesaid defective and unreasonably dangerous conditions of the pitot tubes in the accident aircraft and the software for the flight control computers in the accident aircraft, the accident aircraft was caused to, and did, crash into the Atlantic Ocean on June 1, 2009 and plaintiffs' decedents were killed.

7. Plaintiffs' decedents left surviving heirs and beneficiaries, including the plaintiff Special Administrators, for whose benefit this action is brought.

8. The plaintiff Special Administrators and the other heirs and beneficiaries of their respective decedents have suffered a loss of support, loss of net accumulations, loss of household and other services, loss of care, comfort, companionship, guidance and society and mental anguish, sorrow and grief as the result of the deaths of plaintiffs' decedents.

9. This action is brought pursuant to 740 ILCS 180/0.01, commonly known as the Illinois Wrongful Death Act.

WHEREFORE, plaintiffs, through their undersigned counsel, pray for the entry of a judgment in their favor and against defendant Thales Group and defendant Thales USA,

