

II. Jurisdiction and Venue

3. This Court has subject matter jurisdiction over this lawsuit pursuant to 28 U.S.C. §1332 because there is diversity of citizenship between the parties and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

4. Venue is proper in this judicial district pursuant to (i) 28 U.S.C. §1391(b)(2), because a substantial part of the events or omissions giving rise to the claim occurred in this judicial district; and (ii) because Defendant regularly and systematically conducts business in this judicial district including, without limitation, the transactions at issue in this action. Polaris is subject to this Court's personal jurisdiction and is deemed to reside in this judicial district. *See* 28 U.S.C. §1391(c)(2) and (d).

III. Statement of Facts

5. Polaris holds itself out as a recognized leader in the powersports industry with annual 2015 sales of \$4.5 billion. Polaris makes, distributes and sells snowmobiles, all-terrain vehicles, all-terrain utility vehicles, motorcycles and a wide variety of parts and accessories for such products. The company trades on the New York Stock Exchange under the symbol "PII," and is included in the S&P Mid-Cap 400 stock price index.

6. On July 5, 2014, Shane Latham ("Mr. Latham") and his daughter K.L., at the time an eleven-and-a-half-year-old minor child, were visiting friends in Rockwall County, Texas and preparing to leave town on a short vacation. During the visit, K.L. was riding as a rear seat passenger in a 2010 Polaris Ranger 800 Crew EFI (4-seater, VIN# 4XAWH76A5A2879729) off-road vehicle owned by the Latham's friends and which vehicle was manufactured and sold by Polaris (the "Polaris Ranger").

7. K.L. was riding in the back seat of the Polaris Ranger behind the right front passenger seat. While K.L. and three friends were taking trash to a dumpster located adjacent to the property they were visiting, the Polaris Ranger took a left turn from a gravel road and subsequently tipped over onto its right side, in a lateral upset to the passenger side, trapping K.L. underneath the vehicle and roll bar. Shortly thereafter, leaking gasoline caught fire under and around the rear seat of the Polaris Ranger and also on the ground where K.L. was pinned and unable to move.

8. The source of the fire was gasoline and gasoline fumes that vented from the fuel tank vent line vent that was attached to the Polaris Ranger's gas tank. The vent line that Polaris chose to incorporate into the Polaris Ranger's fuel system design did not include a readily available rollover vent valve assembly – i.e., an inexpensive device designed to stop gas from leaking out of the vent line, thereby preventing rollover gasoline leaks or fires. Nor did the design include any other type of safety mechanism that would prevent gasoline from spilling out of the vent line following a tip-over or rollover event. As a result, the vent line, which was dangerously located right under K.L.'s seat, leaked gasoline onto the Polaris Ranger, the ground, and K.L.'s body, resulting in a blaze that severely burned K.L. and nearly consumed the Polaris Ranger (the "Rollover Gasoline Fire").

9. K.L. narrowly avoided death only due to the assistance of a nearby neighbor who, well after the Polaris Ranger caught fire, forcibly pushed the burning vehicle off of K.L.'s burning body using his Suburban. As a direct result of the Rollover Gasoline Fire, over 60% of K.L.'s body was covered in third and fourth degree burns.¹ K.L.'s injuries were so severe that she was

¹ A third-degree burn is a full thickness burn in which all layers of the skin are destroyed and the burn extends into the body's subcutaneous tissues. A fourth-degree burn is a full thickness burn that extends into the muscles, bones, tendons and ligaments, is often fatal and requires skin grafting if a patient survives.

transported by emergency medical helicopter to Parkland Memorial Hospital in Dallas, where she was treated for several weeks in the Intensive Care Burn Unit. Thereafter, K.L. was transferred to Shriners Hospital for Children in Galveston, Texas, where she remained hospitalized on an in-patient basis through October 9, 2014 and, thereafter, on an out-patient basis through December 30, 2014 – a total of six months’ initial hospitalization with more to follow. K.L.’s medical care and surgeries continue today and will continue into the future.

10. Parts of K.L.’s body were so badly burned that bone was exposed. Due to the severity of her burns, doctors were unable to set K.L.’s broken arm, which eventually fused at an awkward angle such that the bone had to be surgically ground down. Since the Rollover Gasoline Fire, K.L. has been subjected to more than 20 surgeries, with many more to come. The surgeries performed to date include amputations and many partial grafts of her burned skin – grafts which continued until there was no healthy skin left to take from her body. In August 2014, as result of her fire-related injuries, doctors were forced to amputate K.L.’s lower right leg below the knee and take several toes from her left foot. In April 2015, after attempting for nine months to save what remained of K.L.’s left foot, her doctors were forced to amputate her left foot, rendering K.L. a **double-amputee** for the remainder of her life. K.L. experiences chronic physical and emotional pain on a daily basis. Most of her body is permanently covered in disfiguring scars. K.L. is unable to participate in a host of normal physical and social activities. Her ability to participate in those activities that remain open to her has been permanently and adversely impacted. She suffers from nightmares and extreme mental trauma. She is on medications for the physical pain and mental distress stemming from the fire. K.L. has suffered catastrophic, permanent and irreparable physical and emotional injuries as a result of the Rollover Gasoline Fire.

11. K.L.'s father, Shane Latham, who was down the street at the time of the incident, was immediately informed of the tragic event involving K.L. by one of the co-passengers in the Polaris Ranger who ran back down the street to seek emergency assistance for K.L.. Mr. Latham immediately jumped into a nearby vehicle to travel to the scene. When he reached a bend at the end of the farm road, he saw the Polaris Ranger engulfed in flames. Mr. Latham understood that his daughter was inside or under the Polaris Ranger at the time he witnessed the blazing fire. Mr. Latham was personally present with K.L. within minutes of the Rollover Gasoline Fire – while the vehicle was being consumed in flames and just after the burning Polaris Ranger was pushed off of his burning daughter. When Mr. Latham reached his severely injured child, she was writhing in agony from the pain of her burns and injuries. Mr. Latham did his best to attend to K.L.'s immediate needs, all before emergency medical personnel appeared on the scene.

12. Upon learning of her daughter's injuries, Lisa Latham immediately traveled to Parkland Hospital to be with her severely injured child and witnessed the degree of serious injuries, pain and anguish being suffered by her daughter. Shane and Lisa Latham placed their jobs on hold and spent every day with K.L. at Parkland. The Lathams moved to Galveston for the duration of K.L.'s medical treatment at Shriners Hospital. Plaintiffs have suffered grievously due to the conduct of and acts and omissions of Polaris as complained of herein.

IV. Defendant Polaris' Acts and Omissions

13. Polaris was the designer, manufacturer, and seller of the Polaris Ranger at issue in this case, and has been engaged in the business of designing, manufacturing and selling such products at all relevant times.

14. The inadequate and substandard “open” gasoline vent line that caused the Rollover Gasoline Fire constituted a design defect that existed in the Polaris Ranger at the time it left the possession of Polaris.

15. Polaris expected that the Polaris Ranger would reach and be used by consumers, including Plaintiffs, substantially in the same condition that the product was in at the time of the Rollover Gasoline Fire. The Polaris Ranger was in substantially the same condition at the time of the Rollover Gasoline Fire that it was in at the time it was sold by Polaris and left its control.

16. **Years prior to July 5, 2014 – and before its manufacture and sale of the Polaris Ranger in issue – Polaris knew that the Polaris Ranger leaked gasoline from the product’s vent line, and was unreasonably dangerous as designed taking into consideration the utility of the vehicle and the risk involved in its use.** In particular, Polaris knew of information revealing that the Polaris Ranger leaked gasoline (including onto occupants) and thus could catch fire upon rolling over or tipping onto its side. Yet, Polaris did not incorporate necessary and readily available safety components to prevent gasoline from spilling upon tip-over or rollover, and thereby causing gasoline-sourced fires. As such, Polaris defectively designed the Polaris Ranger in such a way as to create a substantial risk of fire, posing an additional risk of severe injury or death to occupants such as K.L. in the event of a rollover. At the time the Polaris Ranger left the control of Polaris, there were safer alternative designs existing and available other than the one actually used by Polaris on the 2010 Polaris Ranger at issue in this case.

17. Years prior to July 5, 2014 – and before its manufacture and sale of the Polaris Ranger in issue – Polaris knew that the design, manufacture and sale of the Polaris Ranger, with a substandard and dangerous gasoline venting system, created a foreseeable and unreasonable risk of harm, resulting in an increased likelihood of serious bodily injuries or death by fire being

inflicted upon users of or occupants of the Polaris Ranger. Polaris knew that off-road vehicles, including the Polaris Ranger, roll over, and do so with statistically known and reported frequency. Polaris knew that when the Polaris Ranger and its other off-road products roll or tip-over, they leak gasoline from the vent line that Polaris installed on its products, including the Polaris Ranger. Polaris knew that its off-road products can catch fire from vent line gasoline spillage, and that ignition sources for leaking gasoline and gasoline fumes exist both inside and outside of its vehicles. Polaris knew that its Ranger product (and other off-road products) did not contain a rollover vent valve or any other similar safety mechanism that would prevent the leaking of fuel following a rollover event. And Polaris knew that a vehicular fire – such as the Rollover Gasoline Fire in this case – subjects all passengers in its vehicles to an unreasonable risk of injury and death.

18. Despite its actual awareness of all of these facts, Polaris did nothing to reduce this risk of harm to users of its products, and sold and placed the Polaris Ranger into the stream of commerce for use by occupants such as K.L. and by the other Ranger product users riding in the vehicle on July 5, 2014.

19. The Polaris Ranger is unreasonably dangerous in its design because it was designed without installation of any form of rollover vent valve or other safety device that would prevent the leaking of gasoline from the vehicle, particularly in a tip-over or rollover event. Polaris was at all relevant times aware of the substantial risk of serious bodily injury or death posed by this unreasonably dangerous design, and nevertheless continued to develop, manufacture, advertise, promote, market and sell various Polaris models, including the Polaris Ranger in issue, without installing proper gasoline spillage prevention safety components on its products. Polaris knew, at least as early as 2007, of the risk of gasoline being spilled on its Ranger products occupants, and did not fix or remedy the dangerous design defect in the Polaris Ranger, even though it had

previously placed rollover vent valves (or similar safety devices) on other vehicles in its product line.

20. Appropriate design and proper testing of the Polaris Ranger to prevent an entirely unreasonable risk of fire in the event of a rollover was technologically and economically achievable and feasible at the time the Polaris Ranger was designed, manufactured and sold by Polaris. In fact, in 2008, Polaris actually tested (once – but inadequately and improperly) one rollover vent valve (or similar safety device) on its Ranger line.

21. The defective and dangerous condition and design of the Polaris Ranger was not observable when purchased or used by consumers. Plaintiffs were not aware of the vent line design defect in the Polaris Ranger or of its unreasonably dangerous condition, nor were they warned that, upon a rollover or tip-over event, gasoline would leak from the Polaris Ranger that could cause a fire that could maim or kill its occupants.

22. There were safer alternative designs available for use by Polaris in the design of the Polaris Ranger's vent line that in reasonable probability would have prevented or significantly reduced the risk of a rollover gasoline fire without substantially impairing the Polaris Ranger's utility, and such alternatives were economically and technologically feasible at the time the Polaris Ranger left the control of Polaris. Those alternative designs include, but are not limited to, the use of a rollover vent valve on the Polaris Ranger.

23. Polaris aggressively markets its Polaris Ranger and off-road vehicles to the public in an effort to increase sales for its blockbuster Ranger model off-road vehicle. Polaris sponsors (and Plaintiff Shane Latham has viewed) Polaris and Ranger advertisements on TV and in print wherein Polaris promoted the benefits and safety profile of its off-road vehicles like the Polaris Ranger without disclosing the risk associated therewith, including but not limited to, the risk of

vent line gasoline spillage fire, serious injury and death. Polaris knew that the flow of gasoline was unmitigated and unchecked from the Polaris Ranger vent line and that its vent line design allowed gas to leak on occupants, and hence, created a fire hazard. Polaris was aware of and understood this fact through and as confirmed by its own internal records and its own corporate meeting notes.

24. As a direct result of the conduct of Polaris and the acts and omissions alleged herein, K.L. sustained catastrophic bodily and emotional injuries that resulted in severe and permanent physical and emotional pain and suffering that will forever negatively affect the quality of her life.

V. Causes of Action

COUNT I – STRICT PRODUCT LIABILITY – DESIGN DEFECT

25. Plaintiffs incorporate by reference herein all of the allegations contained in the foregoing paragraphs.

26. Polaris was engaged in the business of designing, manufacturing, testing, assembling, planning, engineering, inspecting, marketing, advertising, distributing and selling recreational utility vehicles, including the subject Polaris Ranger, with an expectation of their use by the general public, including by Plaintiff K.L. The manner of use of the Polaris Ranger on July 5, 2014 by K.L. and the other minor occupants was foreseeable and to be anticipated by Polaris, as was a tip-over or rollover event of the type occurring on that date.

27. The Polaris Ranger was defectively designed, tested, and marketed because it was designed, manufactured and sold without the installation of any proper form of rollover valve assembly or similar component part or safety device that would prevent vent line gasoline leaks upon tip-over or rollover of the Polaris Ranger.

28. The defective condition and defective design described rendered the Polaris Ranger unreasonably dangerous to users and passengers, including K.L.

29. The vent line of the Polaris Ranger in issue was not changed or altered in any material respect from the time that the Polaris Ranger was manufactured and sold by Polaris through the time and place of the Rollover Gasoline Fire. The vent line component was in substantially the same condition at the time of the Rollover Gasoline Fire as it was when the Polaris Ranger left Polaris' possession and control.

30. At the time of distribution and sale of the Polaris Ranger by Polaris and at the time and place of the foreseeable Rollover Gasoline Fire, the Polaris Ranger was defective and unreasonably dangerous due to the defect in its design that allowed gasoline to leak from the Polaris Ranger's vent line, and due to the absence of a rollover vent valve or other proper safeguard device being installed to prevent gasoline leakage and fires upon tip-over or rollover of the Polaris Ranger.

31. Polaris knew that the general public would purchase and use the Polaris Ranger without inspection and/or discovery of the defective and unreasonably dangerous condition caused by the vent line design defect described herein.

32. The unreasonably dangerous nature of the vent line design, as outlined above, created a high probability that when the Polaris Ranger is involved in a foreseeable tip-over or rollover incident, severe and permanent personal injuries or death would result when fumes and gasoline leak from the "open" vent line and catch fire.

33. Polaris knew at the time of production, marketing and sale of the Polaris Ranger, and at all relevant times through the time of the Rollover Gasoline Fire, that its vent line system leaked gasoline on occupants and that such situation created a fire hazard. A safer alternative design for the Polaris Ranger that would not have substantially impaired its utility existed at the time the Polaris Ranger left Polaris' possession.

34. The design defects complained of herein as concerns the Polaris Ranger were not known to Plaintiffs and were not reasonably discoverable by them.

35. The design defects in the Polaris Ranger as described above were a direct, producing and proximate cause of each and all of each of the Plaintiffs' injuries, harms and losses and the substantial damages alleged herein. Plaintiff's damages alleged herein are further described in Section VI, below, incorporated herein by reference.

COUNT II – STRICT PRODUCT LIABILITY – FAILURE TO WARN/MARKETING DEFECT

36. Plaintiffs incorporate by reference herein all of the allegations contained in the foregoing paragraphs.

37. Polaris was engaged in the business of designing, manufacturing, testing, marketing, labeling, selling, distributing, and placing Polaris Rangers into the stream of commerce, including the defective Polaris Ranger which caused K.L.'s substantial and permanent physical and emotional injuries, and also her parents' harms and losses.

38. When the Polaris Ranger left the control and possession of Polaris, the design defects in the Polaris Ranger's dangerous "open" vent line rendered it defective and unreasonably dangerous in that the vehicle leaks gasoline fumes and gasoline from its vent line and can catch on fire in the event of a rollover.

39. Plaintiff K.L. used the Polaris Ranger as a passenger on July 5, 2014 in an intended and foreseeable manner and for its intended and foreseeable purpose and use. All events transpiring as relates to the manner in which the Polaris Ranger was used on that day by its occupants were foreseeable by Polaris.

40. Polaris failed to give users of the Polaris Ranger, including Plaintiffs, adequate or any warnings regarding the Polaris Ranger's dangers concerning vent line gas leaks, fire hazards

and tip-over or rollover fires or risks, which dangers were known by Polaris. Polaris should have warned of the vent line gasoline leakage and fire hazard associated with its product through warnings placed directly on the vehicle and through other available mediums, but did not do so. Among other deficiencies, the Polaris labels fail to warn users of the Polaris Ranger that the vehicle vents gasoline fumes and leaks gasoline and is a fire hazard; that the vehicle can catch fire and severely burn its occupants; or that the Polaris Ranger does not contain any safety device that would stop or mitigate the flow of gasoline from its vent line in the event of a tip-over or rollover event, or even under normal operating conditions. This failure to warn Plaintiffs by Polaris rendered the Polaris Ranger unreasonably dangerous as marketed and sold by Polaris.

41. Plaintiff Shane Latham had read the warnings that Polaris placed on its off-road vehicles, including Polaris Rangers, before his daughter's injury. Had Plaintiffs been warned of the vent line defects alleged herein or that the Polaris Ranger was a fire hazard for the reasons stated herein, K.L. would not have been riding as an occupant in the Polaris Ranger on the date of the July 5, 2014 incident.

42. The dangerous design of the Polaris Ranger and Polaris' failure to warn Plaintiffs of such, defective design, dangers, gasoline leakage and fire risks were a direct, producing and proximate cause of K.L.'s severe personal injuries and of all and each of Plaintiffs' damages. Plaintiff's damages alleged herein are further described in Section VI, below, incorporated herein by reference.

COUNT III – NEGLIGENCE

43. Plaintiffs incorporate by reference herein all of the allegations contained in the foregoing paragraphs.

44. Polaris owed a duty to users of its products and to Plaintiffs, in particular, to exercise reasonable care and ordinary prudence as regards safety.

45. It was reasonably foreseeable to Polaris that K.L., a foreseeable user of the Polaris Ranger, could be catastrophically injured by fire in the event of a rollover or tip-over incident such as the one involved here if Polaris did not exercise reasonable and ordinary care in the design, manufacture, marketing and sale of the Polaris Ranger.

46. Polaris, with respect to the acts and omissions complained of herein, failed to do that which a company of ordinary prudence would have done under the same or similar circumstances by, including but not limited to, (1) failing altogether to rollover test for gasoline leakage from the vent line of its Ranger, and also by improperly and insufficiently testing only one rollover vent valve for gasoline leakage upon tip-over or rollover events; (2) designing a dangerous gasoline vent system which included an “open” fuel tank vent line as was used in the Polaris Ranger complained of in this case; (3) designing and allowing the dangerous vent line to vent gasoline fumes and gasoline directly under the passenger’s seat where K.L. was seated; (4) failing to “design out” the dangerous vent line defect during the Polaris Ranger design process; (5) failing to include on the Polaris Ranger proper gasoline vent line leak prevention safety components (e.g., a rollover vent valve); (6) failing to warn of the danger of gasoline leakage and of fire risks associated with such vent line design defects; (7) manufacturing and selling the Polaris Ranger after Polaris already had knowledge of gasoline being spilled (including onto occupants) from the product’s vent line both during normal operation and during tip-over and rollover events; and (8) failing to recall and fix the defective Polaris Ranger product as sold with a known dangerous vent line defect such as the one causing K.L.’s permanent injuries. A company in the off-road vehicle

manufacturing business and operating its business with ordinary prudence would not have engaged in the negligent acts and omissions complained of herein.

47. Polaris breached its duty to Plaintiffs in that it carelessly and negligently designed, manufactured, tested, advertised, marketed and sold the Polaris Ranger without including on it necessary safety component assemblies such as a rollover vent valve that would prevent the Polaris Ranger from leaking gasoline fumes and gasoline from its vent line and potentially catching on fire in rollover or tip-over situations.

48. Polaris negligent acts and omissions were a direct, producing and proximate cause of K.L.'s severe personal injuries and of all and each of Plaintiffs' damages. Plaintiff's damages alleged herein are further described in Section VI, below, incorporated herein by reference.

COUNT IV – MEDICAL EXPENSES AND LOSS OF EARNING CAPACITY – PLAINTIFF PARENTS INDIVIDUALLY AND ON BEHALF OF THEIR MINOR DAUGHTER, K.L.

49. Plaintiffs incorporate by reference herein all of the allegations contained in the foregoing paragraphs.

50. Plaintiffs Shane and Lisa Latham have incurred, and will continue to incur medical costs and other counseling, prosthetic device and other expenses related to the catastrophic injuries suffered by their minor daughter K.L., for which past and future medical care, prosthetic device, counseling and related costs such Plaintiffs seek recovery from Polaris.

51. Plaintiffs Shane and Lisa Latham seek recovery of all such past and future medical costs and related expenses, as well as recovery for the past and future lost earning capacity of K.L., both in their individual capacities, and also on behalf of their minor child, K.L. in their capacity as parents, best friends, and natural guardians.

52. Plaintiff's damages alleged herein are further described in Section VI, below, incorporated herein by reference.

COUNT V – BYSTANDER CLAIM (SHANE LATHAM)

53. Plaintiffs incorporate by reference herein all of the allegations contained in the foregoing paragraphs.

54. Plaintiff Shane Latham seeks recovery for all mental anguish and emotional distress suffered by him as a result of the conduct, acts and omissions of Polaris complained of in this Amended Complaint. Mr. Latham's sensory and contemporaneous observance of the fire and tragic incident involving his daughter is direct. Mr. Latham was informed of the horrific event involving K.L. right after the incident and while his daughter was still trapped by the Polaris Ranger. He immediately jumped into a nearby vehicle to travel to the scene. He saw the Polaris Ranger engulfed in flames, and he understood that his daughter was inside or under the vehicle. Mr. Latham was personally present with K.L. at the scene within minutes of the Rollover Gasoline Fire, while the Polaris Ranger was nearly consumed in flames and immediately after his daughter had been pulled from the vehicle.

55. Mr. Latham witnessed the fire that caused his daughter's severe injuries at the time that K.L. was being burned by the fire; it was his understanding at that time that his daughter was inside or under the burning Polaris Ranger; he was present on the scene minutes after she was pulled from the fire, saw the horrific condition of his daughter, and was also present at all stages of K.L.'s resulting medical treatment at the scene, in transport to and in the hospital.

56. Mr. Latham has suffered and will continue to suffer extreme emotional distress, shock and trauma as a result of his observation of the fire, the excruciating pain suffered at the incident site by K.L. and by observing the catastrophic and permanent injuries suffered by his minor daughter as a result of such fire. As a direct and proximate result of the negligent and other

wrongful conduct of Polaris described, Plaintiff Shane Latham suffered the bystander injuries complained of herein and seeks appropriate recovery therefor.

COUNT VI – GROSS NEGLIGENCE AND EXEMPLARY DAMAGES

57. Plaintiffs incorporate by reference herein all of the allegations contained in the foregoing paragraphs.

58. The wrongful conduct, acts and omissions by Polaris, and the resulting damages to Plaintiffs, constitute gross negligence because the complained of acts and omissions by Polaris, when viewed objectively from the standpoint of Polaris at the time of occurrence, involved an extreme degree of risk of harm, considering the probability and magnitude of potential harm to others, including harm to Plaintiffs. Polaris had actual subjective awareness of the risk involved, but as regards the acts and omissions complained of, nevertheless proceeded with a complete lack of care and with conscious indifference to the rights, safety, or welfare of Plaintiffs and others by placing the Polaris Ranger with a known dangerously designed gasoline vent line (lacking adequate safeguards) into commerce for use by consumers like Plaintiff K.L.. Polaris chose not to put a rollover vent valve on the Polaris Ranger and placed cost savings and profits ahead of consumer safety to the grave harm and detriment of Plaintiffs.

59. In addition to their actual damages, Plaintiffs seek recovery of exemplary damages from Polaris in an amount commensurate with the nature of the wrong and the character of conduct involved as pled above.

60. Polaris is liable to Plaintiffs for exemplary damages pursuant to TEXAS CIVIL PRACTICE AND REMEDIES CODE §§ 41.001, *et. seq.*

VI. Damages

61. As a direct and proximate result of Polaris' wrongful conduct as alleged herein, Plaintiffs sustained general, actual, consequential and special damages. Plaintiffs, in all capacities, seek recovery from Polaris of all such damages, before and after K.L. attains the age of 18 years including, but not limited to, the following:

- a. Physical and mental pain and suffering by K.L., in the past and in the future;
- b. Physical impairment and disability to and of K.L., in the past and in the future;
- c. Past and future physical and cosmetic disfigurement of K.L., including permanent disfigurement;
- d. Past and future mental anguish of K.L.;
- e. Medical expenses, in the past and in the future, both before and after K.L. attains the age of majority;
- f. Loss of enjoyment of life by K.L. and hedonic damages, in the past and in the future;
- g. Loss of earning capacity by K.L. in the past and in the future (both before and after K.L. attains the age of majority);
- h. Bystander damages for Shane Latham, including mental anguish and pain and suffering in the past and future;
- i. All medical expenses and medical care and counseling expenses incurred or to be incurred by Plaintiffs in the past and future (both before and after K.L. attains the age of majority) and also including, but not limited to, all costs and expenses associated with prosthetic devices and emotional therapy and other rehabilitation for K.L.; and
- j. Exemplary damages to the fullest extent permitted by law.

VII. Relief Requested

Plaintiffs Shane and Lisa Latham, individually and as parents, natural guardians and next friends of, and on behalf of their minor child, K.L., request that upon final trial, the Court enter judgment in favor of Plaintiffs and against Polaris:

- a. Awarding all actual, special and compensatory damages to Plaintiffs in amount to be determined at trial (see Section VI above, incorporated herein by reference);

- b. Awarding exemplary damages to Plaintiffs;
- c. Awarding pre-judgment and post-judgment interest to Plaintiffs;
- d. Awarding the legally allowable costs and expenses of litigation to Plaintiffs; and
- e. Such further relief as this Court deems necessary, proper and just and to which Plaintiffs are entitled, in law or in equity.

Respectfully submitted,

By: /s/ Connor G. Sheehan

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on all counsel of record by electronic service on April 18, 2016.

/s/ William D. Dunn
William D. Dunn