

# Exhibit 1

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION**

**IN RE: TAKATA AIRBAG PRODUCT LIABILITY  
LITIGATION**

This Document Relates to Economic Loss Class Actions  
and:

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BUTLER AUTO RECYCLING, INC.;  
CUNNINGHAM BROTHERS AUTO PARTS, LLC;  
MIDWAY AUTO PARTS LLC; ROAD TESTED  
PARTS, INC. D/B/A WEAVERPARTS.COM;  
SNYDER'S LTD.; TRIPLE D CORPORATION D/B/A  
KNOX AUTO PARTS; AUTOMOTIVE  
DISMANTLERS AND RECYCLERS ASSOCIATION,  
INC. D/B/A AUTOMOTIVE RECYCLERS  
ASSOCIATION; RIGSBY'S AUTO PARTS & SALES,  
INC.; QUARNO'S AUTO SALVAGE; YOUNG'S  
AUTO CENTER AND SALVAGE, LP, individually  
and on behalf of all others similarly situated,

Plaintiffs,

v.

HONDA MOTOR CO., LTD., AMERICAN HONDA  
MOTOR CO., INC., HONDA R&D CO., LTD,  
AMERICAN HONDA MOTOR CO., INC.,  
BAYERISCHE MOTOREN WERKE AG, BMW OF  
NORTH AMERICA, LLC, BMW MANUFACTURING  
CO., LLC, FCA US LLC, GENERAL MOTORS  
COMPANY, GENERAL MOTORS HOLDINGS LLC,  
GENERAL MOTORS LLC, TOYOTA MOTOR  
CORPORATION, TOYOTA MOTOR SALES, U.S.A.,  
INC., AND TOYOTA MOTOR ENGINEERING &  
MANUFACTURING NORTH AMERICA, INC.,  
MAZDA MOTOR CORPORATION, MAZDA  
MOTOR OF AMERICA, INC., NISSAN MOTOR CO.,  
LTD., NISSAN NORTH AMERICA, INC., FUJI  
HEAVY INDUSTRIES, LTD., SUBARU OF  
AMERICA, INC., VOLKSWAGEN  
AKTIENGESELLSCHAFT, VOLKSWAGEN GROUP  
OF AMERICA, AUDI AKTIENGESELLSCHAFT,  
AUDI OF AMERICA, LLC, MERCEDES-BENZ USA,  
LLC, and DAIMLER AG,

Defendants.

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MDL No. 2599

Master File No.15- MD 2599-  
FAM

S.D. Fla. Case No. 1:14-cv-24009-  
FAM

**JURY TRIAL DEMANDED**

**AUTOMOTIVE RECYCLERS'  
FIRST AMENDED  
CONSOLIDATED CLASS  
ACTION COMPLAINT**

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Automotive Recycler Plaintiffs (“Plaintiffs” or “Automotive Recyclers”), based on personal knowledge as to themselves, and upon information and belief as to all other matters, allege as follows:

### **NATURE OF CLAIMS**

1. People trust and rely on the manufacturers of motor vehicles and of critical safety devices to make safe products that do not give rise to a clear danger of death or personal injury. An airbag is a critical safety feature of any motor vehicle. Airbags are meant to inflate rapidly during an automobile collision to prevent occupants from striking hard objects in the vehicle, such as the steering wheel, dashboard, or windshield.

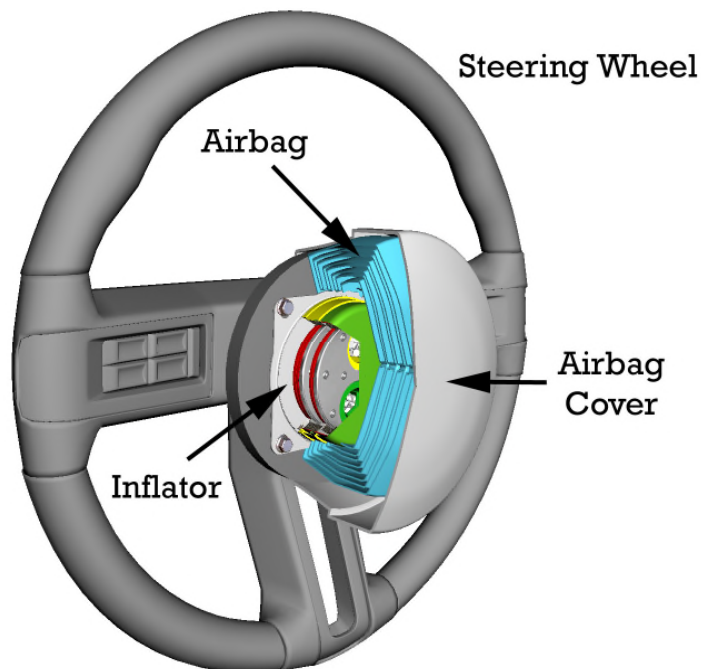
2. An airbag supplier must take all necessary steps to ensure that its products—which literally can make the difference between life and death in an accident—function as designed, specified, promised, and intended. Profits must take a back seat to safety for the airbag manufacturer, and also for the automobile manufacturer when it makes its product sourcing decisions.

3. This action concerns defective airbags manufactured by Takata Corporation and its related entities (“Takata”) and equipped in vehicles manufactured, sold, or leased by Defendants Honda, BMW, Chrysler, GM, Mazda, Mercedes-Benz, Nissan, Subaru, Toyota, and Volkswagen and their related entities (collectively the “Vehicle Manufacturer Defendants”). Defendants knowingly misrepresented their vehicles as being safe and deceptively concealed the fact that inflators in their vehicles were prone to aggressively deploy and/or violently explode and maim or kill drivers and passengers.

4. All Takata airbags at issue in this litigation share a common, uniform defect: the use of ammonium nitrate, a notoriously volatile and unstable compound, as the propellant in their

defectively designed inflators (the “Inflator Defect”). The inflator, as its name suggests, is supposed to inflate the airbag upon vehicle impact. In the milliseconds following a crash, the inflator ignites a propellant to produce gas that is released into the airbag cushion, causing the airbag cushion to expand and deploy. The term “airbag” shall be used herein to refer to the entire airbag module, including the inflator.

5. The following basic illustration depicts Takata’s airbag module:



6. In the late 1990s, Takata shelved a safer chemical propellant in favor of ammonium nitrate, a far cheaper and more unstable compound that is much better suited for large demolitions in mining and construction. Indeed, ammonium nitrate is the explosive that Timothy McVeigh and Terry Nichols used in April 1995 to bomb the Alfred P. Murrah Federal Building in downtown Oklahoma City.

7. Under ordinary conditions, including daily temperature swings and contact with moisture in the air, Takata’s ammonium-nitrate propellant transforms and destabilizes, causing



irregular and dangerous behavior ranging from inertness to violent combustion. When Takata decided to abandon the safer propellant in favor of the more dangerous but cheaper one, it was aware of these risks and did so over the objections and concerns of its engineers in Michigan. Tellingly, Takata is the only major airbag manufacturer that uses ammonium nitrate as the primary propellant in its airbag inflators.

8. As a result of the common, uniform Inflator Defect, Takata airbags often fail to perform as they should. Instead of protecting vehicle occupants from bodily injury during accidents, the defective Takata airbags too often aggressively deploy and/or violently explode, sometimes expelling metal debris and shrapnel at vehicle occupants. As of February 2018, Takata airbags have been responsible for at least 22 deaths and hundreds of serious injuries worldwide.

9. When the Vehicle Manufacturer Defendants purchased Takata's airbags for their vehicles, they were aware that the airbags used the volatile and unstable ammonium nitrate as the primary propellant in the inflators.

10. The volatility and instability of Takata's ammonium-nitrate propellant has been underscored by the glaring and persistent quality control problems that have plagued Takata's manufacturing operations.

11. Takata and the Vehicle Manufacturer Defendants first received word of startling airbag failures in the field no later than 2003, when a Takata inflator ruptured in a BMW vehicle in Switzerland. BMW and Takata jointly investigated the incident in one of Takata's Michigan facilities, and inaccurately minimized the incident as an anomaly, without alerting federal safety regulators.

12. Similarly, in 2004, a Takata airbag in a Honda Accord in Alabama exploded, shot out metal shrapnel, and severely injured the car's driver. Honda and Takata investigated the incident and inaccurately minimized it as "an anomaly." Honda did not issue a recall. Neither Honda nor Takata sought the involvement of federal safety regulators.

13. The serious danger posed by the Inflator Defect was not disclosed to U.S. safety regulators until 2008, despite red flags raised by prior Takata airbag ruptures or explosions. It took three additional reports of airbag rupture incidents in 2007 to prompt the 2008 disclosure, and even then, Takata and Honda falsely assured regulators that they needed to recall only approximately 4,000 Honda vehicles, claiming that they had identified all "possible vehicles that could potentially experience the problem."

14. Behind the scenes, however, Takata and Honda were busy conducting tests that revealed far more serious problems. As reported in The New York Times, Takata conducted secret tests in 2004, which confirmed that its inflators were defective, and then destroyed those test results to conceal the defect. After a 2007 airbag rupture, Honda began collecting inflators for further testing as well.

15. Tragically, these airbag failures were the first of many to come. Honda and Takata were forced to issue further recalls in 2009, 2010, and 2011, but they did so in a limited and misleading way, apparently in an effort to avoid the huge costs and bad publicity that would have been associated with appropriately sized and broader recalls. Despite the repeated Takata/Honda recalls, and though the other Vehicle Manufacturer Defendants knew their vehicles were also equipped with Takata airbags containing ammonium nitrate, they failed to take reasonable measures to investigate or protect the public.

16. Over a decade after the first incidents of airbag ruptures, Defendants' obfuscation and inaction broke down in the face of mounting incidents and increased scrutiny by regulators, the press, and private plaintiffs. By the middle of 2013, the pace of the recalls increased exponentially as the National Highway Traffic Safety Administration ("NHTSA") began to force Defendants into action. Whereas approximately 3 million vehicles had been recalled up until that point (the vast majority of which were Hondas), the April–May 2013 recalls added 4 million more vehicles to the list, across ten manufacturers. Just one year later, in June 2014, another 5.6 million vehicles were recalled, and by October 2014, global recalls had reached 16.5 million vehicles. As of July 2017, global recalls exceeded 60 million vehicles.

17. Even then, Defendants worked hard to limit the scope of the recalls to humid parts of the country. They strenuously and falsely claimed that the risks caused by the Inflator Defect disappeared to the north of some arbitrary latitude in the American South. And they mischaracterized the Inflator Defect as the product of idiosyncratic manufacturing flaws.

18. By November 2014, in anticipation of a United States Senate hearing to be attended by Takata and the major automakers, NHTSA demanded that the recalls be expanded to the entire country for certain driver side airbags, citing airbag rupture incidents in North Carolina and California. Incredibly, Takata refused, and testified at Congressional hearings that vehicles in non-humid regions were safe, *even as it claimed that it had not yet determined the root cause of the failures.*

19. With additional pressure and public scrutiny, the Vehicle Manufacturer Defendants eventually agreed to NHTSA's demand. At that point, the total number of recalled vehicles escalated to approximately 17 million in the United States and 25 million worldwide.

20. In response to the additional pressure and public scrutiny, Defendants were forced to consult with external explosives and airbag specialists, and performed additional testing on Takata's airbags. This testing confirmed what Defendants already knew: Takata's airbags containing ammonium nitrate were defective and prone to rupture.

21. In light of this testing, Takata was unable to deny the existence of the Inflator Defect any longer. On May 18, 2015, Takata filed four Defect Information Reports ("DIRs") with NHTSA and agreed to a Consent Order regarding its (1) PSDI, PSDI-4, and PSDI-4K driver air bag inflators; (2) SPI passenger air bag inflators; (3) PSPI-L passenger air bag inflators; and (4) PSPI passenger air bag inflators, respectively. After concealing the Inflator Defect for more than a decade, Takata finally admitted that "a defect related to motor vehicle safety may arise in some of the subject inflators." And in testimony presented to Congress following the submission of its DIRs, Takata's representative admitted that the use of ammonium nitrate is a factor that contributes to the tendency of Takata's airbags to rupture, and that as a result, Takata will phase out the use of ammonium nitrate. Still, even Takata's defect admission is inaccurate and misleading, because the Inflator Defect is manifest in each of Takata's inflators containing ammonium nitrate. And shockingly, certain Vehicle Manufacturer Defendants continue to equip new vehicles with inflators containing ammonium nitrate, even after conceding that inflators containing ammonium nitrate create an unacceptable public safety hazard.

22. Further, in its DIRs, Takata acknowledged that the defect is present in inflators that were installed in vehicles as replacement parts through prior recalls, necessitating a second recall of those vehicles.

23. As a result of Takata's admission that its inflators are defective, tens of millions of additional vehicles have been or will be recalled in the United States, pushing the total number

of recalled vehicles nationwide to nearly 44 million with approximately 70 million defective Takata airbags. While Takata has records of which manufacturers it sold defective inflators to, it claims not to have records of which vehicles those inflators were installed in. The Vehicle Manufacturers possess those records, however, and are thus in the process of identifying which vehicles must be recalled based on Takata's DIRs.

24. As a result of Defendants' concealment of the Inflator Defect for more than a decade, the recalls now underway cannot be implemented effectively. Defendants have acknowledged that the process could take several *years* because of supply constraints. Even before the number of recalled vehicles nationwide doubled from approximately 17 million to 34 million, Honda's spokesman acknowledged that "[t]here's simply not enough parts to repair every recalled single car immediately."

25. Even if there were enough airbags, dealers are unable to keep up with the volume of customers rushing to get their Takata airbags replaced. Following the expanded recalls in late 2014, some dealers reported receiving up to *900 calls per day* about the recalls, and told customers that they may have to wait months before airbags can be replaced. And following Takata's submission of the May 18th DIRs, NHTSA's recall website received over one million visits.

26. Consumers are, therefore, in the frightening position of having to drive dangerous vehicles for many months (or even years) while they wait for Defendants to replace the defective airbags in their cars. Some of the Defendants are not providing replacement or loaner vehicles, even though there is an immediate need to provide safe vehicles to consumers. As a result, many consumers are effectively left without a safe vehicle to take them to and from work, to pick up

their children from school or childcare, or, in the most urgent situations, to transport themselves or someone else to a hospital.

27. Even more troubling, many of the replacement airbags that Takata and the vehicle manufacturers are using to “repair” recalled vehicles suffer from the same common, uniform defect that plagues the airbags being removed—they use unstable and dangerous ammonium nitrate as the propellant within the inflator, a fact that Takata’s representative admitted at a Congressional hearing in June 2015. At the Congressional hearing, the Takata representative repeatedly refused to provide assurances that Takata’s replacement airbags are safe and defect-free.

28. Takata and the Vehicle Manufacturer Defendants knew or should have known that the Takata airbags installed in millions of vehicles were defective. Both Takata and the Vehicle Manufacturer Defendants, who concealed their knowledge of the nature and extent of the defect from the public while continuing to advertise their products as safe and reliable, have shown a blatant disregard for public welfare and safety. Moreover, the Vehicle Manufacturer Defendants have violated their affirmative duty, imposed under the Transportation Recall Enhancement, Accountability, and Documentation Act (the “TREAD Act”), to promptly advise customers about known defects.

29. The actions of Defendant Honda have been especially disturbing. Despite the shocking record of injuries and failures in Honda vehicles, Takata and Honda were slow to report the full extent of the danger to drivers and passengers, and they failed to issue appropriate recalls. Honda and Takata provided contradictory and inconsistent explanations to regulators for the Inflator Defect in Takata’s airbags, which led to more confusion and delay. Indeed, the danger of defective airbags and the number of vehicles affected was concealed for years after it

became apparent there was a potentially lethal problem. Although Takata and Honda repeatedly had actual knowledge and/or were on notice of, and failed to fully investigate, the problem and issue proper recalls, they allowed the problem to proliferate and cause numerous injuries and several deaths over the last 15 years.

30. Even before purchasing inflators from Takata, the Vehicle Manufacturer Defendants were aware that Takata used volatile and unstable ammonium nitrate as the primary propellant in its inflators, and thus the Vehicle Manufacturer Defendants were on notice of the Inflator Defect even before they installed the inflators in their vehicles, because Takata reviewed the designs of the inflators with the Vehicle Manufacturers and the Vehicle Manufacturers approved the designs. The Vehicle Manufacturer Defendants were also put on notice of the Inflator Defect no later than 2008, when Honda first notified regulators of a problem with its Takata airbags. Because their vehicles also contained Takata airbags, the Vehicle Manufacturer Defendants knew or should have known at that time that there was a safety problem with their airbags, and the Vehicle Manufacturer Defendants should have launched their own investigations and notified their customers. That responsibility only grew as incidents multiplied.

31. Instead, Defendants put profits ahead of safety. Takata cut corners to build cheaper airbags, and the Vehicle Manufacturer Defendants sold consumers vehicles that they knew or should have known contained those defective airbags. For several years Defendants engaged in a pattern of reckless disregard, deception, concealment, and obfuscation. Only relatively recently – on the heels of media scrutiny – have Defendants begun recalling the millions of vehicles in the United States with the Inflator Defect.

32. As a result of Defendants' misconduct, Plaintiffs and members of the proposed Classes were harmed and suffered actual damages. The defective Takata airbags significantly

diminish the value of the vehicles in which they are installed. Defendants' false representations and omissions concerning the safety and reliability of their vehicles, and their concealment of the known safety defects plaguing those vehicles and their brands, caused Plaintiffs and Class members to purchase and retain vehicles of diminished value. Now, such vehicles have been stigmatized as a result of being recalled and equipped with Takata airbags as well as by the widespread publicity of the Inflator Defect.

33. Further, Plaintiffs and the Classes did not receive the benefit of their bargain; rather, they purchased vehicles that are of a lesser standard, grade, and quality than represented, and they did not receive vehicles that met ordinary and reasonable consumer and business expectations regarding safe and reliable operation. Purchasers of the Class Vehicles paid more than they would have had the Inflator Defect been disclosed. Defendants unjustly benefited from their unconscionable delay in recalling their defective products, as they avoided incurring the costs associated with recalls and installing replacement parts for many years.

34. The defective Takata airbags create a dangerous condition that gives rise to a clear, substantial, and unreasonable danger of death or personal injury.

35. Plaintiff Automotive Recyclers and members of the Classes purchased Class Vehicles and the defective Takata airbags contained in the vehicles, but are now unable to sell the airbags, which are essentially valueless. Had they known the truth about the problems associated with the Inflator Defect, the Automotive Recyclers and class members would not have purchased the Class Vehicles and airbags contained therein or would have paid a reduced amount. Moreover, Automotive Recyclers and class members have suffered economic injury as they incurred additional costs for identifying, storing, maintaining, or otherwise disposing of the defective Takata airbags.



**JURISDICTION AND VENUE**

36. Jurisdiction is proper in this Court pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because members of the proposed Plaintiff Class are citizens of states different from Defendants' home states, and the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs. Also, jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1331, because Plaintiffs' RICO claims arise under federal law, and pursuant to 15 U.S.C. § 1121 for Plaintiffs' Lanham Act claims. This Court has supplemental jurisdiction over Plaintiffs' state law claims under 28 U.S.C. § 1367.

37. This Court has personal jurisdiction over Plaintiffs because Plaintiffs submit to the Court's jurisdiction.

38. This Court has personal jurisdiction over Defendants pursuant to Florida Statutes § 48.193(1)(a)(1), (2), and (6), because they conduct substantial business in this District; some of the actions giving rise to the Complaint took place in this District; and some of Plaintiffs' claims arise out of Defendants operating, conducting, engaging in, or carrying on a business or business venture in this state or having an office or agency in this state, committing a tortious act in this state, and causing injury to property in this state arising out of Defendants' acts and omissions outside this state; and at or about the time of such injuries Defendants were engaged in solicitation or service activities within this state, or products, materials, or things processed, serviced, or manufactured by Defendants anywhere were used or consumed within this state in the ordinary course of commerce, trade, or use. This Court also has personal jurisdiction over Defendants who waived any right to contest personal jurisdiction by declining to raise an objection to personal jurisdiction in their prior Rule 12 motions. This Court also has personal jurisdiction over Defendants because they consented to jurisdiction by registering to do business

in Florida. This Court has pendant or supplemental personal jurisdiction over the claims of non-Florida Plaintiffs.

39. This Court also has personal jurisdiction over the Defendants under 18 U.S.C. § 1965 because they are found or have agents or transact business in this District.

40. This Court also has personal jurisdiction over the Defendants, because transferor courts that have transferred actions to this MDL have general jurisdiction over the Defendants, and this Court, under 28 U.S.C. § 1407, has personal jurisdiction over Defendants to the same extent as any transferor court has personal jurisdiction over them. These transferor courts are located in the states in which each of the Defendants are respectively headquartered, and thus this Court may exercise general jurisdiction over Defendants. To the extent necessary for personal jurisdiction purposes, any claims asserted by non-Florida Plaintiffs in this First Amended Consolidated Class Action Complaint may be deemed to have been filed in a transferor court that may exercise personal jurisdiction over Defendants for such claims.

41. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to these claims occurred in this District, Defendants have caused harm to Class members residing in this District, and Defendants are residents of this District under 28 U.S.C. § 1391(c)(2) because they are subject to personal jurisdiction in this district. Also, venue is proper in this district pursuant to 18 U.S.C. § 1965 and 28 U.S.C. § 1407.

**I. Vehicle Manufacturer Defendants**

42. Defendant Honda Motor Co., Ltd. (“Honda Motor”) is a foreign for-profit corporation with its principal place of business in Tokyo, Japan. Honda Motor manufactures and

sells motorcycles, automobiles, and power products through independent retail dealers, outlets, and authorized dealerships primarily in Japan, North America, Europe, and Asia.

43. Defendant American Honda Motor Co., Inc. (“American Honda”) is a subsidiary of Honda Motor headquartered in Torrance, California. American Honda conducts the sale, marketing, and operational activities for Honda cars, trucks, sport utility vehicles, and automobile parts in the United States. American Honda manufactures and assembles its vehicles for sale in the United States in automobile plants located in Greensburg, Indiana; East Liberty, Ohio; Lincoln, Alabama; and Marysville, Ohio.

44. Defendant Honda of America Mfg Inc. (“Honda Mfg”) is an Ohio corporation with its principal place of business in Marysville, Ohio. Honda Mfg is a subsidiary of Honda Motor. Honda Mfg is involved in the design, manufacture, testing, marketing, distribution and sale of Honda vehicles in the United States, including those utilizing Takata airbags.

45. Defendant Honda R&D Co. Ltd. (“Honda R & D”) is a Japanese corporation with its principal place of business in Wako, Japan. Honda R&D is a subsidiary of Honda Motor. Honda R&D is involved in the design, development, manufacture, assembly, testing, distribution and sale of Honda vehicles, including those utilizing Takata airbags.

46. Defendants Honda Motor, Honda Mfg, Honda R&D, and American Honda are collectively referred to as “Honda” or “Honda Defendants.” Honda vehicles sold in the United States contain defective airbags manufactured by Takata. The Honda Defendants deliver these products into the stream of commerce with the expectation that they will be purchased by consumers in the United States and the State of Florida.

47. Defendant Bayerische Motoren Werke AG (“BMW AG”) is a German holding company and automobile manufacturer. BMW AG is headquartered in Munich, Bavaria,

Germany. BMW Group is a subsidiary of BMW AG and is also headquartered in Munich. BMW AG, together with its subsidiaries, develops, manufactures, and sells cars and motorcycles worldwide.

48. Defendant BMW of North America, LLC (“BMW North America”) is a subsidiary of BMW AG and is headquartered in Woodcliff Lake, New Jersey. BMW of North America is the United States importer of BMW vehicles.

49. Defendant BMW Manufacturing Co., LLC (“BMW Manufacturing”) is a Delaware limited liability company with its principal place of business in Spartanburg, South Carolina. BMW Manufacturing is a subsidiary of BMW AG. BMW Manufacturing is involved in the design, manufacture and testing in the United States of BMW vehicles.

50. Defendants BMW AG, BMW Manufacturing, and BMW North America are collectively referred to as “BMW” or “BMW Defendants.” BMW vehicles sold in the United States contain defective airbags manufactured by Takata. The BMW Defendants deliver these products into the stream of commerce with the expectation that they will be purchased by consumers in the United States and the State of Florida.

51. FCA US LLC (“New Chrysler”), formerly known as Chrysler Group LLC, is a Delaware limited liability company with its principal place of business located at 1000 Chrysler Drive, Auburn Hills, Michigan and New Chrysler is a citizen of the States of Delaware and Michigan. The sole owner of New Chrysler is Fiat Chrysler Automobiles N.V., a public limited liability company incorporated under the laws of the Netherlands with its principal place of business located in London, United Kingdom.

52. New Chrysler was created on or about June 1, 2009, in connection with the sale of substantially all of the assets of Chrysler LLC (“Old Chrysler”), pursuant to a Sale Motion and

Purchase Agreement (“Chrysler Sale Agreement”) approved by the United States Bankruptcy Court for the Southern District of New York under Section 363 of the U.S. Bankruptcy Code (the “Chrysler 363 Sale”). As a result of the Chrysler 363 Sale, New Chrysler acquired substantially all of Old Chrysler’s books, records, and personnel and knowledge of the defective Takata airbags those books, records, and personnel held. New Chrysler also took responsibility for any necessary recalls of both New and Old Chrysler vehicles going forward. The causes of action in this Complaint against New Chrysler are directed solely to New Chrysler and are based solely on New Chrysler’s wrongful conduct.

53. Chrysler vehicles sold in the United States by New Chrysler contain defective airbags manufactured by Takata. New Chrysler delivers these products into the stream of commerce with the expectation that they will be purchased by consumers in the United States and the State of Florida.

54. General Motors LLC (“New GM”) is a Delaware limited liability company with its principal place of business located at 300 Renaissance Center, Detroit, Michigan, and is a citizen of the States of Delaware and Michigan. The sole member and owner of New GM is General Motors Holdings LLC.

55. General Motors Holdings LLC (“GM Holdings”) is a Delaware limited liability company with its principal place of business in Detroit, Michigan, and is a citizen of the States of Delaware and Michigan. The sole member and owner of GM Holdings is General Motors Company.

56. General Motors Company (“GM Parent”) is a Delaware corporation with its principal place of business in Detroit, Michigan, and is a citizen of the States of Delaware and Michigan. GM Parent’s only asset is 100% ownership interest in GM Holdings. In SEC filings,

GM Parent states: “We [defined as GM Parent] design, build and sell cars, trucks, crossovers and automobile parents worldwide.” According to SEC filings, GM Parent sells vehicles “through [its] dealer network to retail customers.” As stated in SEC filings, GM Parent is also responsible for determining when a recall should be conducted and for making reports to NHTSA.

57. GM Parent and GM Holdings have complete domination and control over New GM.

58. New GM, GM Parent, and GM Holdings are collectively referred to as the “GM Defendants.”

59. The GM Defendants were created on or about July 10, 2009, in connection with the sale of substantially all of the assets of General Motors Corporation (“Old GM”) pursuant to a Master Sale and Purchase Agreement (“GM Sale Agreement”) approved by the United States Bankruptcy Court for the Southern District of New York under Section 363 of the U.S. Bankruptcy Code (the “GM 363 Sale”). As a result of the GM 363 Sale, New GM acquired substantially all of Old GM’s books, records, and personnel, including Rita Kauppi (Global Commodity Manager for Airbags), Leo Knowlden (Lead Engineer for Inflators), and Tony Popovski (Global Purchasing Manager for Airbags)—all of whom had specific knowledge of the defective Takata airbags. New GM then transferred some of these assets to GM Holdings. Defendants thereby acquired from Old GM knowledge about the defective Takata airbags that those books, records, and personnel held. GM Parent and New GM also took responsibility for any necessary recalls of both New and Old GM vehicles going forward. The causes of action in this Complaint against the GM Defendants are directed solely to GM Parent, GM Holdings, and New GM and are based solely on their wrongful conduct.

60. GM vehicles sold in the United States by the GM Defendants contain defective airbags manufactured by Takata. The GM Defendants delivered these products into the stream of commerce with the expectation that they will be purchased by consumers in the United States and the State of Florida.

61. Defendant Mazda Corporation, along with its subsidiaries, develops, manufactures, and sells automotive vehicles worldwide. Mazda's global headquarters are located in Hiroshima, Japan.

62. Defendant Mazda Motor of America, Inc. doing business as Mazda North American Operations ("Mazda North American"), a subsidiary of Mazda, is a California corporation with its corporate headquarters located in Irvine, California. Mazda North American is responsible for the distribution, marketing and sales of Mazda brand automobiles in the United States.

63. Defendants Mazda and Mazda North American are collectively referred to as "Mazda" or the "Mazda Defendants." Mazda vehicles sold in the United States contain defective airbags manufactured by Takata. The Mazda Defendants deliver these products into the stream of commerce with the expectation that they will be purchased by consumers in the United States and the State of Florida.

64. Daimler Aktiengesellschaft ("Daimler AG") is a foreign corporation headquartered in Stuttgart, Baden-Württemberg, Germany. Daimler AG is in the business of designing, developing, manufacturing, marketing, and selling luxury automobiles.

65. Mercedes-Benz USA, LLC ("MBUSA") is a Delaware limited liability corporation, whose principal place of business is 303 Perimeter Center North, Suite 202, Atlanta, Georgia 30346. Until approximately July 2015, Mercedes's principal place of business was 1

Mercedes Drive, Montvale, New Jersey 07645. Daimler AG is the parent corporation of MBUSA. Daimler AG and MBUSA are collectively referred to as “Mercedes” or “Mercedes Defendants.” The Mercedes Defendants engineered, designed, developed, manufactured, or installed the Defective Airbags in the Mercedes-branded Class Vehicles, and approved the Defective Airbags for use in those vehicles. The Mercedes Defendants deliver these products into the stream of commerce with the expectation that they will be purchased by consumers in the United States and the State of Florida. They also developed, reviewed, and approved the marketing and advertising campaigns designed to sell these Class Vehicles.

66. Defendant Nissan Motor Company, Ltd. (“Nissan”), along with its subsidiaries, develops, manufactures, and sells automotive vehicles worldwide. Nissan’s global headquarters are located in Yokohama, Japan.

67. Defendant Nissan North America, Inc. (“Nissan North America”), a subsidiary of Nissan, is a California corporation with its corporate headquarters located in Franklin, Tennessee. Nissan North America is responsible for the distribution, marketing and sales of Nissan and Infiniti brand automobiles in the United States.

68. Defendants Nissan and Nissan North America are collectively referred to as “Nissan” or the “Nissan Defendants.” Nissan vehicles sold in the United States contain defective airbags manufactured by Takata. The Nissan Defendants deliver these products into the stream of commerce with the expectation that they will be purchased by consumers in the United States and the State of Florida.

69. Defendant Fuji Heavy Industries (“Fuji”), the parent company of Subaru, is a transportation conglomerate. Along with its subsidiaries, Fuji develops, manufactures, and sells automotive vehicles worldwide. Fuji’s global headquarters are located in Tokyo, Japan.



70. Defendant Subaru of America, Inc. (“Subaru America”), a subsidiary of Fuji, is a New Jersey corporation with its corporate headquarters located in Cherry Hill, New Jersey. Subaru of America is responsible for the distribution, marketing and sales of Subaru brand automobiles in the United States.

71. Defendants Fuji and Subaru America are collectively referred to as “Subaru” or the “Subaru Defendants.” Subaru vehicles sold in the United States contain defective airbags manufactured by Takata. The Subaru Defendants deliver these products into the stream of commerce with the expectation that they will be purchased by consumers in the United States and the State of Florida.

72. Defendant Toyota Motor Corporation (“Toyota”) is the world’s largest automaker and the largest seller of automobiles in the United States. Toyota is a Japanese Corporation headquartered in Toyota City, Aichi Prefecture, Japan.

73. Defendant Toyota Motor Sales, U.S.A., Inc. (“Toyota U.S.A.”) is a wholly-owned subsidiary of Toyota Motor Corporation and is responsible for the marketing, sales, and distribution in the United States of automobiles manufactured by Toyota Motor Corporation. Toyota U.S.A. is headquartered in Torrance, California and is a subsidiary of Toyota Motor Corporation.

74. Toyota Motor Engineering & Manufacturing North America, Inc. (“TEMA”) is headquartered in Erlanger, Kentucky with major operations in Arizona, California, and Michigan. TEMA is responsible for Toyota’s engineering design and development, research and development, and manufacturing activities in the U.S., Mexico, and Canada. TEMA is a subsidiary of Toyota Motor Corporation.

75. Defendants Toyota, Toyota U.S.A., and TEMA are collectively referred to as “Toyota” or the “Toyota Defendants.” Toyota vehicles sold in the United States contain defective airbags manufactured by Takata. The Toyota Defendants deliver these products into the stream of commerce with the expectation that they will be purchased by consumers in the United States and the State of Florida.

76. Volkswagen Aktiengesellschaft (“VW AG”) is a German corporation with its principal place of business in Wolfsburg, Germany. VW AG is one of the largest automobile manufacturers in the world, and is in the business of designing, developing, manufacturing, marketing, and selling automobiles. VW AG is the parent corporation of Audi AG.

77. Volkswagen Group of America (“VW America”) is a New Jersey corporation doing business throughout the United States. VW America’s corporate headquarters is located in Herndon, Virginia. VW America is a wholly-owned U.S. subsidiary of VW AG, and it engages in business activities in furtherance of the interests of VW AG, including the advertising, marketing and sale of Volkswagen automobiles worldwide.

78. Audi Aktiengesellschaft (“Audi AG”) is a German corporation with its principal place of business in Ingolstadt, Germany. Audi AG is the parent of Audi of America, LLC, and a subsidiary of the Audi Group, which is a wholly-owned subsidiary of VW AG. Audi AG designs, develops, manufactures, and sells luxury automobiles.

79. Audi of America, LLC (“Audi America”) is a Delaware limited liability company, with its principal place of business located at 2200 Ferdinand Porsche Drive, Herndon, Virginia 20171. Audi America is a wholly-owned U.S. subsidiary of Audi AG, and it engages in business, including the advertising, marketing and sale of Audi automobiles, in all 50 states.

80. As used in this Complaint, “Audi” and “Audi Defendants” refers to Audi AG and Audi America. “Volkswagen” and “Volkswagen Defendants” refers to VW AG, VW America, Audi AG, and Audi America.

81. The Volkswagen Defendants engineered, designed, developed, manufactured, or installed the Defective Airbags in the Volkswagen- and Audi-branded Class Vehicles (defined below), and approved the Defective Airbags for use in those vehicles. The Volkswagen Defendants deliver these products into the stream of commerce with the expectation that they will be purchased by consumers in the United States and the State of Florida. They also developed, reviewed, and approved the marketing and advertising campaigns designed to sell these Class Vehicles.

82. Collectively, these parties are referred to as the “Vehicle Manufacturer Defendants.”

## **II. Plaintiffs**

83. Butler Auto Recycling, Inc. (“Butler”) is an automotive parts recycler and Florida corporation with its principal place of business at 6401 N. Palafox St., Pensacola, FL 32503. Prior to the recalls set forth herein, Butler purchased Class Vehicles, as defined below, containing Takata airbags. Butler purchased these Takata airbags for purposes of resale. Had Butler known of the Inflator Defect, it would not have purchased the Class Vehicles or it would not have paid as much for them as it did.

84. Cunningham Brothers Auto Parts, LLC (“Cunningham”) is an automotive parts recycler and Delaware limited liability company with its principal place of business at 10980 Wards Rd., Rustburg, VA 24588. Prior to the recalls set forth herein, Cunningham purchased Class Vehicles, as defined below, containing Takata airbags. Cunningham purchased these

Takata airbags for purposes of resale. Had Cunningham known of the Inflator Defect, it would not have purchased the Class Vehicles or it would not have paid as much for them as it did.

85. Midway Auto Parts LLC (“Midway”) is an automotive parts recycler and Delaware limited liability company with its principal place of business at 4210 Gardner Ave., Kansas City, MO 64120. Prior to the recalls set forth herein, Midway purchased Class Vehicles, as defined below, containing Takata airbags. Midway purchased these Takata airbags for purposes of resale. Had Midway known of the Inflator Defect, it would not have purchased the Class Vehicles or it would not have paid as much for them as it did.

86. Road Tested Parts, Inc. d/b/a WeaverParts.com (“Weaver”) is an automotive parts recycler and Georgia corporation with a principal place of business at 774 Highway 320, Carnesville, GA 30521. Weaver also has a substantial business operation at 9001 Stitt St., Monroe, NC 28110. Prior to the recalls set forth herein, Weaver purchased Class Vehicles, as defined below, containing Takata airbags. Weaver purchased these Takata airbags for purposes of resale. Had Weaver known of the Inflator Defect, it would not have purchased the Class Vehicles or it would not have paid as much for them as it did.

87. Snyder’s Ltd. (“Snyder’s”) is an automotive parts recycler and Texas corporation with its principal place of business at 24549 State Hwy. 95, Holland, Texas 76534. Prior to the recalls set forth herein, Snyder’s purchased Class Vehicles, as defined below, containing Takata airbags. Snyder’s purchased these Takata airbags for purposes of resale. Had Snyder’s known of the Inflator Defect, it would not have purchased the Class Vehicles or it would not have paid as much for them as it did.

88. Triple D Corporation d/b/a Knox Auto Parts (“Knox”) is an automotive parts recycler and Tennessee corporation with its principal place of business at 8721 Oakridge Hwy.,

Knoxville, TN 37931. Prior to the recalls set forth herein, Knox purchased Class Vehicles, as defined below, containing Takata airbags. Knox purchased these Takata airbags for purposes of resale. Had Knox known of the Inflator Defect, it would not have purchased the Class Vehicles or it would not have paid as much for them as it did.

89. Automotive Dismantlers and Recyclers Association, Inc. d/b/a Automotive Recyclers Association (“ARA”) is incorporated in New York with its principal place of business in Virginia. ARA is an international trade association of businesses dedicated to the efficient removal and reuse of automotive parts, and the safe disposal of inoperable motor vehicles. ARA directly services approximately 1,050 member companies and approximately 3,500 additional companies through affiliated organizations.

- a. ARA proceeds with this litigation pursuant to an assignment of claims by Rigsby’s Auto Parts & Sales, Inc., and Quarno’s Auto Salvage (collectively the “Assignors”).
- b. Rigsby’s Auto Parts & Sales, Inc. (“Rigsby’s”) is an automotive parts recycler and Florida corporation with its principal place of business at 40147 Lynbrook Drive, Zephyrhills, Florida 33540. Prior to the recalls set forth herein, Rigsby’s purchased Class Vehicles, as defined below, containing Takata airbags. Rigsby’s still purchased these Takata airbags for purposes of resale. Had Rigsby’s known of the Inflator Defect, it would not have purchased the Class Vehicles or it would not have paid as much for them as it did.
- c. Quarno’s Auto Salvage (“Quarno’s”) is an automotive parts recycler with its principal place of business at 550 Quarno Road, Cocoa, Florida 32927-4840. Prior to the recalls set forth herein, Quarno’s purchased Class Vehicles, as defined

below, containing Takata airbags. Quarno's purchased these Takata airbags for purposes of resale. Had Quarno's known of the Inflator Defect, it would not have purchased the Class Vehicles or it would not have paid as much for them as it did.

90. Young's Auto Center and Salvage, LP ("Young's") is an automotive parts recycler and North Carolina limited partnership with its principal place of business at 2500 N.C. Highway 242 South, Benson, NC 27504. Prior to the recalls set forth herein, Young's purchased Class Vehicles, as defined below, containing Takata airbags. Young's purchased these Takata airbags for purposes of resale. Had Young's known of the Inflator Defect, it would not have purchased the Class Vehicles or it would not have paid as much for them as it did.

91. Butler, Cunningham, Knox, Midway, Snyder's, Weaver, ARA, and Young's are collectively referred to as "Plaintiffs" or "Automotive Recycler Plaintiffs."

### **GENERAL FACTUAL ALLEGATIONS**

#### **I. Definitions**

92. Plaintiffs bring this action on behalf of themselves and all persons similarly situated who purchased Class Vehicles (defined below). Plaintiffs seek redress individually and on behalf of those similarly situated for economic losses stemming from Defendants' manufacture, sale or lease, and false representations and omissions concerning the Defective Airbags in the Class Vehicles, including but not limited to diminished value. Plaintiffs, on behalf of themselves and those similarly situated, seek to recover damages and statutory penalties, and injunctive relief/equitable relief.

93. "Defective Airbags" refers to all airbag modules (including inflators) manufactured by Takata ("Takata airbags") that use propellant containing ammonium nitrate in their inflators (the "Inflator Defect"), including (a) all airbags that are subject to the recalls

identified in the table set forth in paragraph 97, *infra*; (b) all Takata airbags subject to recalls relating to Takata's May 18, 2015 DIRs, the Coordinated Remedy Order issued by NHTSA in *In re Docket No. NHTSA-2015-0055 Coordinated Remedy Program Proceeding*, and amendments thereto, concerning Takata's ammonium-nitrate inflators, and the Consent Order issued by NHTSA in *In re EA 15-001 Air Bag Inflator Rupture*, and any amendments thereto; and (c) all Takata airbags subject to any subsequent expansion of pre-existing recalls, new recalls, amendments to pre-existing DIRs, or new DIRs, announced prior to the date of an order granting class certification, relating to the tendency of such airbags to over-aggressively deploy or rupture. All Defective Airbags contain the Inflator Defect. As a result of the Inflator Defect, Defective Airbags have an unreasonably dangerous tendency to: (a) rupture and expel metal shrapnel that tears through the airbag and poses a threat of serious injury or death to occupants; and/or (b) hyper-aggressively deploy and seriously injure occupants through contact with the airbag.

94. With respect to all Defendants except New Chrysler and GM, "Class Vehicles" refers to all vehicles purchased in the United States that have Defective Airbags.

95. With respect to New Chrysler, "Class Vehicles" refers to all vehicles in the United States that have Defective Airbags that were: (1) manufactured, sold, or distributed by New Chrysler; or (2) manufactured, sold, or distributed by Old Chrysler and purchased by a Class member after June 1, 2009.

96. With respect to the GM Defendants, "Class Vehicles" refers to all vehicles in the United States that have Defective Airbags that were (1) manufactured, sold, or distributed by the GM Defendants or (2) manufactured, sold, or distributed by Old GM and purchased by a Plaintiff or Class member after July 10, 2009.

97. As detailed in this Complaint, over the course of nine years Takata and the Vehicle Manufacturer Defendants have issued a series of partial, misleading, and ultimately ineffective recalls to address the Defective Airbags. The following table identifies, to the best of Plaintiffs’ understanding and without the benefit of discovery, the recalled vehicles by manufacturer, and which of the airbags are included in the recall for each vehicle (driver, passenger, or both):

Manufacturer	Recall	Make	Model	Model Years	Side(s)	Zone <sup>1</sup>
BMW	13V172	BMW	325Ci	2002-2003	Passenger	N/A
BMW	13V172	BMW	325i	2002-2003	Passenger	N/A
BMW	13V172	BMW	325iT	2002-2003	Passenger	N/A
BMW	13V172	BMW	325xi	2002-2003	Passenger	N/A
BMW	13V172	BMW	325xiT	2002-2003	Passenger	N/A
BMW	13V172	BMW	330Ci Convertible	2002-2003	Passenger	N/A
BMW	13V172	BMW	330Ci Coupe	2002-2003	Passenger	N/A
BMW	13V172	BMW	330i	2002-2003	Passenger	N/A
BMW	13V172	BMW	330xi Sedan	2002-2003	Passenger	N/A
BMW	13V172	BMW	M3 Convertible	2002-2003	Passenger	N/A
BMW	13V172	BMW	M3 Coupe	2002-2003	Passenger	N/A
BMW	14V348	BMW	325i	2004-2006	Both	N/A
BMW	14V348	BMW	325xi	2004-2005	Both	N/A

<sup>1</sup> In its original Coordinated Remedy Order, dated November 3, 2015, NHTSA prioritized recalls in the “High Absolute Humidity” Zone (“HAH”). Each Vehicle Manufacturer was permitted to define its own HAH Zone, provided that it included at a minimum all vehicles ever sold or registered in Alabama, Florida, Georgia, Hawaii, Louisiana, Mississippi, Texas, Puerto Rico, American Samoa, Guam, Saipan, and the U.S. Virgin Islands. The Non-HAH Zone included all other states and the District of Columbia.

In May 2016, converted the HAH and Non-HAH Zones into three new zones:

- a. Zone A includes all former HAH areas, plus California and South Carolina;
- b. Zone B includes Arizona, Arkansas, Delaware, District of Columbia, Illinois, Indiana, Kansas, Kentucky, Maryland, Missouri, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Virginia, and West Virginia;
- c. Zone C includes Alaska, Colorado, Connecticut, Idaho, Iowa, Maine, Massachusetts, Michigan, Minnesota, Montana, New Hampshire, New York, North Dakota, Oregon, Rhode Island, South Dakota, Utah, Vermont, Washington, Wisconsin and Wyoming.

Some recalls are not limited by zone because they were initiated before NHTSA’s creation of zones in November 2015, or because they apply nationwide (*e.g.*, recalls of replacement inflators).



<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
BMW	14V348	BMW	330i	2004-2006	Both	N/A
BMW	14V348	BMW	330xi	2004-2005	Both	N/A
BMW	14V348	BMW	M3	2004-2006	Both	N/A
BMW	14V428	BMW	323i	2000	Passenger	N/A
BMW	14V428	BMW	325i	2001-2006	Passenger	N/A
BMW	14V428	BMW	325xi	2001-2005	Passenger	N/A
BMW	14V428	BMW	328i	2000	Passenger	N/A
BMW	14V428	BMW	330i	2001-2006	Passenger	N/A
BMW	14V428	BMW	330xi	2001-2005	Passenger	N/A
BMW	14V428	BMW	M3	2001-2006	Passenger	N/A
BMW	15V318	BMW	325i/325xi/330i/330xi Sedan	2002-2005	Driver	N/A
BMW	15V318	BMW	325xi/325i Sports Wagon	2002-2005	Driver	N/A
BMW	15V318	BMW	330Ci/325Ci/M3 Convertible	2002-2006	Driver	N/A
BMW	15V318	BMW	325i/330i/M3 Coupe	2002-2006	Driver	N/A
BMW	15V318	BMW	M5/540i/525i/530i Sedan	2002-2006	Driver	N/A
BMW	15V318	BMW	540i/525i Sports Wagon	2002-2003	Driver	N/A
BMW	15V318	BMW	X5 3.0i/4.4i Sports Activity Vehicle	2003-2004	Driver	N/A
BMW	16V071	BMW	1 Series M	2008-2013	Driver	N/A
BMW	16V071	BMW	128i	2008-2013	Driver	N/A
BMW	16V071	BMW	135i	2008-2013	Driver	N/A
BMW	16V071	BMW	325	2006-2012	Driver	N/A
BMW	16V071	BMW	328	2006-2013	Driver	N/A
BMW	16V071	BMW	330	2006-2011	Driver	N/A
BMW	16V071	BMW	335	2006-2013	Driver	N/A
BMW	16V071	BMW	M3	2007-2013	Driver	N/A
BMW	16V071	BMW	X1 SAV	2013-2015	Driver	N/A
BMW	16V071	BMW	X3 SAV	2007-2010	Driver	N/A
BMW	16V071	BMW	X5 SAV	2007-2013	Driver	N/A
BMW	16V071	BMW	X6 ActiveHybrid Sac	2010-2011	Driver	N/A
BMW	16V071	BMW	X6 Sac	2008-2009, 2012-2014	Driver	N/A
BMW	16V364	BMW	X5M	2007-2011	Passenger	A
BMW	16V364	BMW	X6 M	2008-2011	Passenger	A
BMW	16V364	BMW	X6 ActiveHybrid SAC	2010-2011	Passenger	A

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
BMW	16V364	BMW	X5 xDrive30i	2007-2011	Passenger	A
BMW	16V364	BMW	X5 xDrive35i	2007-2011	Passenger	A
BMW	16V364	BMW	X5 xDrive48i	2007-2011	Passenger	A
BMW	16V364	BMW	X5 xDrive50i	2007-2011	Passenger	A
BMW	16V364	BMW	X5 xDrive30i	2007-2008	Passenger	B
BMW	16V364	BMW	X5 xDrive35i	2007-2008	Passenger	B
BMW	16V364	BMW	X5 xDrive48i	2007-2008	Passenger	B
BMW	16V364	BMW	X5 xDrive50i	2007-2008	Passenger	B
BMW	16V364	BMW	X5M	2007-2008	Passenger	B
BMW	16V364	BMW	X6 xDrive35i	2008	Passenger	B
BMW	16V364	BMW	X6 xDrive50i	2008	Passenger	B
BMW	16V364	BMW	X6 M	2008	Passenger	B
BMW	17V020	BMW	X5	2007-2009, 2012	Passenger	A
BMW	17V020	BMW	X6	2008-2009, 2012	Passenger	A
BMW	17V020	BMW	X5	2009	Passenger	B
BMW	17V020	BMW	X6	2009	Passenger	B
BMW	17V020	BMW	X5	2007-2008	Passenger	C
BMW	17V020	BMW	X6	2008	Passenger	C
BMW	17V047	BMW	320	2000-2002	Driver	N/A
BMW	17V047	BMW	323	2000-2002	Driver	N/A
BMW	17V047	BMW	325	2000-2002	Driver	N/A
BMW	17V047	BMW	330	2000-2002	Driver	N/A
BMW	17V047	BMW	525	2001-2002	Driver	N/A
BMW	17V047	BMW	530	2001-2002	Driver	N/A
BMW	17V047	BMW	540	2001-2002	Driver	N/A
BMW	17V047	BMW	M3	2000-2002	Driver	N/A
BMW	17V047	BMW	M5	2000-2002	Driver	N/A
BMW	17V047	BMW	X5	2000-2002	Driver	N/A
Chrysler	14V354	Chrysler	300	2005-2008	Both	HAH
Chrysler	14V354	Chrysler	Aspen	2007-2008	Both	HAH
Chrysler	14V354	Dodge	Dakota	2005-2008	Both	HAH
Chrysler	14V354	Dodge	Durango	2004-2008	Both	HAH
Chrysler	14V354	Dodge	Ram 1500	2003-2008	Both	HAH
Chrysler	14V354	Dodge	Ram 2500	2005-2008	Both	HAH
Chrysler	14V354	Dodge	Ram 3500	2006-2008	Both	HAH
Chrysler	14V354	Dodge	Ram 3500 Cab Chassis	2007-2008	Both	HAH

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Chrysler	14V354	Dodge	Ram 4500 Cab Chassis	2006-2008	Both	HAH
Chrysler	14V354	Dodge	Ram 5500	2008	Both	HAH
Chrysler	14V770	Chrysler	300/ 300C/ 300 SRT8	2005	Passenger	HAH
Chrysler	14V770	Dodge	Dakota	2005	Passenger	HAH
Chrysler	14V770	Dodge	Durango	2004-2005	Passenger	HAH
Chrysler	14V770	Dodge	Magnum	2005	Passenger	HAH
Chrysler	14V770	Dodge	Ram 1500	20043-2005	Passenger	HAH
Chrysler	14V770	Dodge	Ram 2500	20043-2005	Passenger	HAH
Chrysler	14V770	Dodge	Ram 3500	20043-2005	Passenger	HAH
Chrysler	14V817	Chrysler	300	2005-2007	Driver	N/A
Chrysler	14V817	Chrysler	300C	2005-2007	Driver	N/A
Chrysler	14V817	Chrysler	Aspen	2007	Driver	N/A
Chrysler	14V817	Chrysler	SRT8	2005-2007	Driver	N/A
Chrysler	14V817	Dodge	Charger	2005-2007	Driver	N/A
Chrysler	14V817	Dodge	Dakota	2005-2007	Driver	N/A
Chrysler	14V817	Dodge	Durango	2004-2007	Driver	N/A
Chrysler	14V817	Dodge	Magnum	2005-2007	Driver	N/A
Chrysler	14V817	Dodge	Ram 1500	2004-2007	Driver	N/A
Chrysler	14V817	Dodge	Ram 2500	2005-2007	Driver	N/A
Chrysler	14V817	Dodge	Ram 3500	2006-2007	Driver	N/A
Chrysler	14V817	Mitsubishi	Raider	2006-2007	Driver	N/A
Chrysler	15V312	Dodge	Ram 1500/2500/3500	2003	Passenger	N/A
Chrysler	15V313	Chrysler	Aspen	2007-2008	Driver	N/A
Chrysler	15V313	Chrysler	300/300C/SRT8	2005-2010	Driver	N/A
Chrysler	15V313	Dodge	Ram 2500 Pickup	2005-2009	Driver	N/A
Chrysler	15V313	Dodge	Ram 1500 Pickup	2004-2008	Driver	N/A
Chrysler	15V313	Dodge	Ram 3500 Pickup	2006-2009	Driver	N/A
Chrysler	15V313	Dodge	Ram 3500 Cab Chassis	2007-2009	Driver	N/A
Chrysler	15V313	Dodge	Ram 4500/5500 Cam Chassis	2008-2010	Driver	N/A
Chrysler	15V313	Dodge	Durango	2004-2008	Driver	N/A
Chrysler	15V313	Dodge	Charger/Magnum	2005-2010	Driver	N/A
Chrysler	15V313	Dodge	Dakota	2005-2011	Driver	N/A
Chrysler	15V313	Mitsubishi	Raider	2006-2010	Driver	N/A
Chrysler	15V313	Sterling	4500/5500 Cab Chassis	2008-2009	Driver	N/A
Chrysler	15V354	Dodge	Sprinter 2500/3500	2006-2008	Passenger	N/A

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Chrysler	15V354	Freightline	Sprinter 2500/3500	2007-2008	Passenger	N/A
Chrysler	15V361	Sterling	Bullet 4500/5500 Chassis Cab	2008-2009	Driver	N/A
Chrysler	15V444	Dodge	Challenger	2008-2010	Driver	N/A
Chrysler	16V341	Ferrari	California	2009-2011	Passenger (PSPI-2)	N/A
Chrysler	16V341	Ferrari	458 Italia	2010-2011	Passenger (PSPI-2)	N/A
Chrysler	16V352	Chrysler	Aspen	2007-2009	Passenger	A, B
Chrysler	16V352	Chrysler	300	2005-2012	Passenger	A
Chrysler	16V352	Chrysler	300	2005-2009	Passenger	B
Chrysler	16V352	Chrysler	Aspen	2007-2008	Passenger	C
Chrysler	16V352	Chrysler	300	2005-2008	Passenger	C
Chrysler	16V352	Dodge	RAM 2500 <sup>2</sup>	2005-2009	Passenger	A
Chrysler	16V352	Dodge	RAM 1500	2004-2008	Passenger	A,B
Chrysler	16V352	Dodge	RAM 2500	2005-2009	Passenger	A, B
Chrysler	16V352	Dodge	RAM 3500	2006-2009	Passenger	A, B
Chrysler	16V352	Dodge	RAM 3500 Cab Chassis	2007-2010	Passenger	A
Chrysler	16V352	Dodge	RAM 4500/5500 Cab Chassis	2008-2010	Passenger	A
Chrysler	16V352	Dodge	Durango	2004-2009	Passenger	A, B
Chrysler	16V352	Dodge	Challenger	2008-2012	Passenger	A
Chrysler	16V352	Dodge	Magnum	2005-2008	Passenger	A, B
Chrysler	16V352	Dodge	Dakota	2005-2011	Passenger	A
Chrysler	16V352	Dodge	Charger	2006-2012	Passenger	A
Chrysler	16V352	Dodge	RAM 3500 Cab Chassis	2007-2009	Passenger	B
Chrysler	16V352	Dodge	RAM 4500/5500 Cab Chassis	2008-2009	Passenger	B
Chrysler	16V352	Dodge	Challenger	2008-2009	Passenger	B
Chrysler	16V352	Dodge	Dakota	2005-2009	Passenger	B
Chrysler	16V352	Dodge	Charger	2006-2009	Passenger	B
Chrysler	16V352	Dodge	RAM 2500	2005-2008	Passenger	C
Chrysler	16V352	Dodge	RAM 3500	2006-2008	Passenger	C
Chrysler	16V352	Dodge	RAM 3500 Cab Chassis	2007-2008	Passenger	C
Chrysler	16V352	Dodge	RAM 4500/5500 Cab Chassis	2008	Passenger	C

<sup>2</sup> Specifically, those manufactured at the St. Louis North Assembly Plant.

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Chrysler	16V352	Dodge	Durango	2004-2008	Passenger	C
Chrysler	16V352	Dodge	Challenger	2008	Passenger	C
Chrysler	16V352	Dodge	Magnum	2005-2008	Passenger	C
Chrysler	16V352	Dodge	Dakota	2005-2008	Passenger	C
Chrysler	16V352	Dodge	Charger	2006-2008	Passenger	C
Chrysler	16V352	Jeep	Wrangler	2007-2012	Passenger	A
Chrysler	16V352	Jeep	Wrangler	2007-2009	Passenger	B
Chrysler	16V352	Jeep	Wrangler	2007-2008	Passenger	C
Chrysler	16V352	Mitsubishi	Raider	2006-2009	Passenger	A, B
Chrysler	16V352	Mitsubishi	Raider	2006-2008	Passenger	C
Chrysler	16V947	Chrysler	Aspen	2009	Driver	N/A
Chrysler	16V947	Dodge	Durango	2009	Driver	N/A
Chrysler	16V947	Dodge	RAM 3500	2010	Driver	N/A
Chrysler	17V018	Ferrari	California	2012	Passenger (PSPI-2)	A
Chrysler	17V018	Ferrari	458 Italia	2012	Passenger (PSPI-2)	A
Chrysler	17V018	Ferrari	458 Spider	2012	Passenger (PSPI-2)	A
Chrysler	17V018	Ferrari	FF	2012	Passenger (PSPI-2)	A
Daimler	16V077	Freighliner	Sprinter 2500/3500	2007-2009	Passenger	N/A
Daimler	16V081	Mercedes-Benz	ML320 BlueTec 4Matic	2009-2010	Driver	N/A
Daimler	16V081	Mercedes-Benz	GL320 BlueTec 4Matic	2009-2010	Driver	N/A
Daimler	16V081	Mercedes-Benz	R320 CDI 4Matic	2009-2010	Driver	N/A
Daimler	16V081	Mercedes-Benz	E350 Cabriolet	2011	Driver	N/A
Daimler	16V081	Mercedes-Benz	E550 Cabriolet	2011	Driver	N/A
Daimler	16V081	Mercedes-Benz	ML350	2009-2011	Driver	N/A
Daimler	16V081	Mercedes-Benz	ML350 4Matic	2009-2011	Driver	N/A
Daimler	16V081	Mercedes-Benz	ML550 4Matic	2009-2011	Driver	N/A
Daimler	16V081	Mercedes-Benz	ML63 AMG	2009-2011	Driver	N/A
Daimler	16V081	Mercedes-Benz	C63 AMG	2009-2011	Driver	N/A

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Daimler	16V081	Mercedes-Benz	ML450 4Matic Hybrid	2010-2011	Driver	N/A
Daimler	16V081	Mercedes-Benz	E350Coupe	2010-2011	Driver	N/A
Daimler	16V081	Mercedes-Benz	E350 \$Matic	2010-2011	Driver	N/A
Daimler	16V081	Mercedes-Benz	E550 Coupe	2010-2011	Driver	N/A
Daimler	16V081	Mercedes-Benz	E550 4Matic	2010-2011	Driver	N/A
Daimler	16V081	Mercedes-Benz	E63 AMG	2010-2011	Driver	N/A
Daimler	16V081	Mercedes-Benz	GL350 BlueTec 4Matic	2011-2012	Driver	N/A
Daimler	16V081	Mercedes-Benz	R350 BlueTec 4Matic	2011-2012	Driver	N/A
Daimler	16V081	Mercedes-Benz	GL450 4Matic	2009-2012	Driver	N/A
Daimler	16V081	Mercedes-Benz	GL550 4Matic	2009-2012	Driver	N/A
Daimler	16V081	Mercedes-Benz	R350 4Matic	2009-2012	Driver	N/A
Daimler	16V081	Mercedes-Benz	SLK280	2007-2008	Driver	N/A
Daimler	16V081	Mercedes-Benz	SLK350	2007-2008	Driver	N/A
Daimler	16V081	Mercedes-Benz	SLK55 AMG	2007-2008	Driver	N/A
Daimler	16V081	Mercedes-Benz	SLS AMG Coupe	2011-2014	Driver	N/A
Daimler	16V081	Mercedes-Benz	SLS AMG Cabriolet	2012	Driver	N/A
Daimler	16V081	Mercedes-Benz	SLS AMG GT	2013-2014	Driver	N/A
Daimler	16V081	Mercedes-Benz	SLS AMG GT Cabriolet	2013-2014	Driver	N/A
Daimler	16V081	Mercedes-Benz	C230 Kompressor	2005	Driver	N/A
Daimler	16V081	Mercedes-Benz	C320	2005	Driver	N/A
Daimler	16V081	Mercedes-Benz	C230	2006-2007	Driver	N/A

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Daimler	16V081	Mercedes-Benz	C350	2006-2011	Driver	N/A
Daimler	16V081	Mercedes-Benz	C300	2008-2011	Driver	N/A
Daimler	16V081	Mercedes-Benz	C300 4Matic	2008-2011	Driver	N/A
Daimler	16V081	Mercedes-Benz	GLK350	2010-2012	Driver	N/A
Daimler	16V081	Mercedes-Benz	GLK350 4Matic	2010-2012	Driver	N/A
Daimler	16V363	Mercedes-Benz	C300 Sedan	2008-2011	Driver	A
Daimler	16V363	Mercedes-Benz	C300 4matic Sedan	2008-2011	Passenger	A
Daimler	16V363	Mercedes-Benz	C350 Sedan	2008-2011	Passenger	A
Daimler	16V363	Mercedes-Benz	C63 AMG Sedan	2008-2011	Passenger	A
Daimler	16V363	Mercedes-Benz	GLK350	2010-2011	Passenger	A
Daimler	16V363	Mercedes-Benz	GLK350 4-Matic	2010-2011	Passenger	A
Daimler	16V363	Mercedes-Benz	E350 Coupe	2010-2011	Passenger	A
Daimler	16V363	Mercedes-Benz	SLS AMG	2011	Passenger	A
Daimler	16V363	Mercedes-Benz	E350 Convertible	2011	Passenger	A
Daimler	16V363	Mercedes-Benz	E550 Coupe	2011	Passenger	A
Daimler	16V363	Mercedes-Benz	E550 Convertible	2011	Passenger	A
Daimler	16V363	Mercedes-Benz	C300 Sedan	2008	Passenger	B
Daimler	16V363	Mercedes-Benz	C350 Sedan	2008	Passenger	B
Daimler	16V363	Mercedes-Benz	C63 AMG Sedan	2008	Passenger	B
Daimler	16V363	Mercedes-Benz	C300 4-Matic Sedan	2008	Passenger	B
Daimler	17V017	Mercedes-Benz	C300 4Matic	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	C250	2012	Passenger	A

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Daimler	17V017	Mercedes-Benz	C250 Coupe	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	C350	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	C350 Coupe 4Matic	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	C350 Coupe	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	C63 AMG	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	C63 AMG Coupe	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	E350 Coupe 4Matic	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	E350 Cabrio	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	E350 Coupe	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	E550 Cabrio	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	E550 Coupe	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	GLK350 4Matic	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	GLK350	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	SLS AMG Cabrio	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	SLS AMG Coupe	2012	Passenger	A
Daimler	17V017	Mercedes-Benz	C300 4Matic	2009	Passenger	B
Daimler	17V017	Mercedes-Benz	C300	2009	Passenger	B
Daimler	17V017	Mercedes-Benz	C350	2009	Passenger	B
Daimler	17V017	Mercedes-Benz	C63 AMG	2009	Passenger	B
Daimler	17V017	Mercedes-Benz	C300 4Matic	2008	Passenger	C
Daimler	17V017	Mercedes-Benz	C300	2008	Passenger	C
Daimler	17V017	Mercedes-Benz	C350	2008	Passenger	C



<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Daimler	17V478	Freightliner	Sprinter 2500/3500	2007-2009	Passenger	N/A
Ford	14V343	Ford	GT	2005-2006	Both Driver	A
Ford	14V343	Ford	Mustangs	2005-2008	Driver	A
Ford	14V343	Ford	Ranger	2004-2005	Both Driver	A
Ford	14V787	Ford	GT	2005-2006	Passenger	A
Ford	14V787	Ford	Ranger	2004-2005	Passenger	A
Ford	14V802	Ford	GT	2005-2006	Driver	N/A
Ford	14V802	Ford	Mustang	2005-2008	Driver	N/A
Ford	15V319	Ford	Mustang	2005-2014	Driver	N/A
Ford	15V319	Ford	GT	2005-2006	Driver	N/A
Ford	15V322	Ford	Ranger	2004-2006	Passenger	N/A
Ford	15V322	Ford	Ranger	2004-2006	Passenger	N/A
Ford	16V036	Ford	Ranger	2004-2006	Driver	N/A
Ford	16V036	Ford	Ranger	2007-2008	Passenger	B
Ford	16V384	Ford	Edge	2007-2010	Passenger	A
Ford	16V384	Ford	Ford GT	2005-2006	Passenger	A
Ford	16V384	Ford	Fusion	2006-2011	Passenger	A
Ford	16V384	Ford	Mustang	2005-2011	Passenger	A
Ford	16V384	Ford	Ranger	2007-2011	Passenger	A
Ford	16V384	Ford	Edge	2007-2008	Passenger	B
Ford	16V384	Ford	Ford GT	2005-2006	Passenger	B
Ford	16V384	Ford	Fusion	2006-2008	Passenger	B
Ford	16V384	Ford	Mustang	2005-2008	Passenger	B
Ford	16V384	Ford	Ranger	2007-2008	Passenger	B
Ford	16V384	Lincoln	MKX	2007-2010	Passenger	A
Ford	16V384	Lincoln	MKZ	2006-2011	Passenger	A
Ford	16V384	Lincoln	Zephyr	2006-2011	Passenger	A
Ford	16V384	Lincoln	MKX	2007-2008	Passenger	B
Ford	16V384	Lincoln	MKZ	2006-2008	Passenger	B
Ford	16V384	Lincoln	Zephyr	2006-2008	Passenger	B
Ford	16V384	Mercury	Milan	2006-2011	Passenger	A
Ford	16V384	Mercury	Milan	2006-2008	Passenger	B
Ford	17V024	Ford	Fusion	2006-2009, 2012	Passenger	A
Ford	17V024	Ford	Mustang	2005-2009, 2012	Passenger	A
Ford	17V024	Ford	Edge	2009	Passenger	B

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Ford	17V024	Ford	Fusion	2009	Passenger	B
Ford	17V024	Ford	Mustang	2009	Passenger	B
Ford	17V024	Ford	Ranger	2009	Passenger	B
Ford	17V024	Ford	Edge	2007-2008	Passenger	C
Ford	17V024	Ford	Fusion	2006-2008	Passenger	C
Ford	17V024	Ford	GT	2005-2006	Passenger	C
Ford	17V024	Ford	Mustang	2005-2008	Passenger	C
Ford	17V024	Ford	Ranger	2007-2008	Passenger	C
Ford	17V024	Lincoln	MKZ	2006-2009, 2012	Passenger	A
Ford	17V024	Lincoln	Zephyr	2006-2009, 2012	Passenger	A
Ford	17V024	Lincoln	MKX	2009	Passenger	B
Ford	17V024	Lincoln	MKZ	2009	Passenger	B
Ford	17V024	Lincoln	Zephyr	2009	Passenger	B
Ford	17V024	Lincoln	MKX	2007-2008	Passenger	C
Ford	17V024	Lincoln	MKZ	2006-2008	Passenger	C
Ford	17V024	Lincoln	Zephyr	2006-2008	Passenger	C
Ford	17V024	Mercury	Milan	2009	Passenger	B
Ford	17V024	Mercury	Milan	2006-2008	Passenger	C
GM	14V372	Chevrolet	Cruze	2013-2014	Driver	N/A
GM	15V324	Chevrolet	Silverado HD	2007-2008	Passenger	HAH, Non- HAH
GM	15V324	GMC	Sierra HD	2007-2008	Passenger	HAH, Non- HAH
GM	15V666	Buick	LaCrosse	2015	Side	N/A
GM	15V666	Cadillac	XTS	2015	Side	N/A
GM	15V666	Chevrolet	Camaro	2015	Side	N/A
GM	15V666	Chevrolet	Equinox	2015	Side	N/A
GM	15V666	Chevrolet	Malibu	2015	Side	N/A
GM	15V666	GMC	Terrain	2015	Side	N/A
GM	16V063	Saab	9-3	2006-2011	Driver	N/A
GM	16V063	Saab	9-5	2006-2009	Driver	N/A
GM	16V063	Saturn	Astra	2008-2009	Driver	N/A
GM	16V381	Cadillac	Escalade	2009-2011	Passenger	A
GM	16V381	Cadillac	Escalade ESV	2009-2011	Passenger	A
GM	16V381	Cadillac	Escalade EXT	2009-2011	Passenger	A
GM	16V381	Chevrolet	Avalanche	2009-2011	Passenger	A

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
GM	16V381	Chevrolet	Silverado HD	2009-2011	Passenger	A
GM	16V381	Chevrolet	Silverado LD	2009-2011	Passenger	A
GM	16V381	Chevrolet	Suburban	2009-2011	Passenger	A
GM	16V381	Chevrolet	Tahoe	2009-2011	Passenger	A
GM	16V381	GMC	Sierra HD	2009-2011	Passenger	A
GM	16V381	GMC	Sierra LD	2009-2011	Passenger	A
GM	16V381	GMC	Yukon	2009-2011	Passenger	A, B
GM	16V381	GMC	Yukon XL	2009-2011	Passenger	A
GM	16V381, 16V383	Cadillac	Escalade	2007-2008	Passenger	A, B
GM	16V381, 16V383	Cadillac	Escalade ESV	2007-2008	Passenger	A, B
GM	16V381, 16V383	Cadillac	Escalade EXT	2007-2008	Passenger	A, B
GM	16V381, 16V383	Chevrolet	Avalanche	2007-2008	Passenger	A, B
GM	16V381, 16V383	Chevrolet	Silverado LD	2007-2008	Passenger	A, B
GM	16V381, 16V383	Chevrolet	Suburban	2007-2008	Passenger	A, B
GM	16V381, 16V383	Chevrolet	Tahoe	2007-2008	Passenger	A, B
GM	16V381, 16V383	GMC	Sierra LD	2007-2008	Passenger	A, B
GM	16V381, 16V383	GMC	Yukon	2007-2008	Passenger	A
GM	16V381, 16V383	GMC	Yukon XL	2007-2008	Passenger	A, B
GM	17V006	Pontiac	Vibe	2009	Passenger	B
GM	17V010	Cadillac	Escalade	2012	Passenger	A
GM	17V010	Cadillac	Escalade ESV	2012	Passenger	A
GM	17V010	Cadillac	Escalade EXT	2012	Passenger	A
GM	17V010	Chevrolet	Avalanche	2012	Passenger	A
GM	17V010	Chevrolet	Silverado HD	2012	Passenger	A
GM	17V010	Chevrolet	Silverado LD	2012	Passenger	A
GM	17V010	Chevrolet	Suburban	2012	Passenger	A
GM	17V010	Chevrolet	Tahoe	2012	Passenger	A
GM	17V010	GMC	Sierra HD	2012	Passenger	A
GM	17V010	GMC	Sierra LD	2012	Passenger	A
GM	17V010	GMC	Yukon	2012	Passenger	A
GM	17V010	GMC	Yukon XL	2012	Passenger	A

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
GM	17V019	Cadillac	Escalade	2009	Passenger	B
GM	17V019	Cadillac	Escalade ESV	2009	Passenger	B
GM	17V019	Cadillac	Escalade EXT	2009	Passenger	B
GM	17V019	Chevrolet	Avalanche	2009	Passenger	B
GM	17V019	Chevrolet	Silverado HD	2009	Passenger	B
GM	17V019	Chevrolet	Silverado LD	2009	Passenger	B
GM	17V019	Chevrolet	Suburban	2009	Passenger	B
GM	17V019	Chevrolet	Tahoe	2009	Passenger	B
GM	17V019	GMC	Sierra HD	2009	Passenger	B
GM	17V019	GMC	Sierra LD	2009	Passenger	B
GM	17V019	GMC	Yukon	2009	Passenger	B
GM	17V019	GMC	Yukon XL	2009	Passenger	B
GM	17V021	Cadillac	Escalade	2007-2008	Passenger	C
GM	17V021	Cadillac	Escalade ESV	2007-2008	Passenger	C
GM	17V021	Cadillac	Escalade EXT	2007-2008	Passenger	C
GM	17V021	Chevrolet	Avalanche	2007-2008	Passenger	C
GM	17V021	Chevrolet	Silverado LD	2007-2008	Passenger	C
GM	17V021	Chevrolet	Suburban	2007-2008	Passenger	C
GM	17V021	Chevrolet	Tahoe	2007-2008	Passenger	C
GM	17V021	GMC	Sierra LD	2007-2008	Passenger	C
GM	17V021	GMC	Yukon	2007-2008	Passenger	C
GM	17V021	GMC	Yukon XL	2007-2008	Passenger	C
Honda	08V593	Honda	Accord	2001	Driver	N/A
Honda	08V593	Honda	Civic	2001	Driver	N/A
Honda	09V259	Acura	TL/CL	2002	Driver	N/A
Honda	09V259	Honda	Accord	2001-2002	Driver	N/A
Honda	09V259	Honda	Civic	2001	Driver	N/A
Honda	10V041	Acura	CL	2003	Driver	N/A
Honda	10V041	Acura	TL	2002-2003	Driver	N/A
Honda	10V041	Honda	Accord	2001-2002	Driver	N/A
Honda	10V041	Honda	Civic	2001-2003	Driver	N/A
Honda	10V041	Honda	CR-V	2002	Driver	N/A
Honda	10V041	Honda	Odyssey	2002	Driver	N/A
Honda	10V041	Honda	Pilot	2003	Driver	N/A
Honda	11V260	Acura	CL	2003	Driver	N/A
Honda	11V260	Acura	TL	2002-2003	Driver	N/A
Honda	11V260	Honda	Accord	2001-2002	Driver	N/A
Honda	11V260	Honda	Civic	2001-2003	Driver	N/A

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Honda	11V260	Honda	Civic Hybrid	2003	Driver	N/A
Honda	11V260	Honda	CR-V	2002-2004	Driver	N/A
Honda	11V260	Honda	Odyssey	2002-2003	Driver	N/A
Honda	11V260	Honda	Pilot	2003	Driver	N/A
Honda	13V132	Honda	Civic	2001-2003	Passenger	N/A
Honda	13V132	Honda	CR-V	2002-2003	Passenger	N/A
Honda	13V132	Honda	Odyssey	2002	Passenger	N/A
Honda	14V349	Acura	MDX	2003	Passenger	N/A
Honda	14V349	Honda	Accord	2003	Passenger	N/A
Honda	14V349	Honda	Civic	2002-2003	Passenger	N/A
Honda	14V349	Honda	CR-V	2002-2003	Passenger	N/A
Honda	14V349	Honda	Element	2003	Passenger	N/A
Honda	14V349	Honda	Odyssey	2002-2003	Passenger	N/A
Honda	14V349	Honda	Pilot	2003	Passenger	N/A
Honda	14V351	Acura	MDX	2003-2006	Driver	N/A
Honda	14V351	Acura	TL/CL	2002-2003	Driver	N/A
Honda	14V351	Honda	Accord	2001-2007	Driver	N/A
Honda	14V351	Honda	Accord	2001-2002	Driver	N/A
Honda	14V351	Honda	Civic	2001-2005	Driver	N/A
Honda	14V351	Honda	CR-V	2002-2006	Driver	N/A
Honda	14V351	Honda	Element	2003-2011	Driver	N/A
Honda	14V351	Honda	Odyssey	2002-2004	Driver	N/A
Honda	14V351	Honda	Pilot	2003-2007	Driver	N/A
Honda	14V351	Honda	Ridgeline	2006	Driver	N/A
Honda	14V353	Acura	MDX	2003-2005	Passenger	N/A
Honda	14V353	Acura	RL	2005	Passenger	N/A
Honda	14V353	Honda	Accord	2003-2005	Passenger	N/A
Honda	14V353	Honda	Civic	2003-2005	Passenger	N/A
Honda	14V353	Honda	CR-V	2003-2005	Passenger	N/A
Honda	14V353	Honda	Element	2003-2004	Passenger	N/A
Honda	14V353	Honda	Odyssey	2003-2004	Passenger	N/A
Honda	14V353	Honda	Pilot	2003-2005	Passenger	N/A
Honda	14V353	Honda	Ridgeline	2006	Passenger	N/A
Honda	14V700	Acura	MDX	2003-2005	Passenger	A
Honda	14V700	Acura	RL	2005	Passenger	A
Honda	14V700	Honda	Accord	2003-2005	Passenger	A
Honda	14V700	Honda	Civic	2001-2005	Passenger	A
Honda	14V700	Honda	Civic (CNG)	2003-2004	Passenger	A

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Honda	14V700	Honda	Civic Hybrid	2003-2005	Passenger	A
Honda	14V700	Honda	CR-V	2002-2005	Passenger	A
Honda	14V700	Honda	Element	2003-2004	Passenger	A
Honda	14V700	Honda	Odyssey	2002-2004	Passenger	A
Honda	14V700	Honda	Pilot	2003-2005	Passenger	A
Honda	14V700	Honda	Ridgeline	2006	Passenger	A
Honda	15V153	Honda	Accord	2001	Driver	N/A
Honda	15V153	Honda	Civic	2004	Driver	N/A
Honda	15V153	Honda	Pilot	2008	Driver	N/A
Honda	15V320	Acura	CL	2003	Driver	N/A
Honda	15V320	Acura	MDX	2003-2006	Driver	N/A
Honda	15V320	Acura	TL	2002-2003	Driver	N/A
Honda	15V320	Honda	Accord	2001-2007	Driver	N/A
Honda	15V320	Honda	Civic	2001-2005	Driver	N/A
Honda	15V320	Honda	CR-V	2002-2006	Driver	N/A
Honda	15V320	Honda	Element	2003-2011	Driver	N/A
Honda	15V320	Honda	Odyssey	2002-2004	Driver	N/A
Honda	15V320	Honda	Pilot	2003-2008	Driver	N/A
Honda	15V320	Honda	Ridgeline	2006	Driver	N/A
Honda	15V370	Acura	MDX	2003	Passenger	N/A
Honda	15V370	Honda	Accord	2003-2007	Passenger	N/A
Honda	15V370	Honda	Civic	2001-2005	Passenger	N/A
Honda	15V370	Honda	Civic GX	2001-2004	Passenger	N/A
Honda	15V370	Honda	Civic Hybrid	2003-2005	Passenger	N/A
Honda	15V370	Honda	CR-V	2002-2004	Passenger	N/A
Honda	15V370	Honda	Element	2003	Passenger	N/A
Honda	15V370	Honda	Odyssey	2002-2003	Passenger	N/A
Honda	15V370	Honda	Pilot	2003	Passenger	N/A
Honda	16V061	Acura	ILX	2013-2016	Driver	N/A
Honda	16V061	Acura	RDX	2007-2016	Driver	N/A
Honda	16V061	Acura	RL	2005-2012	Driver	N/A
Honda	16V061	Acura	TL	2009-2014	Driver	N/A
Honda	16V061	Acura	ZDX	2010-2013	Driver	N/A
Honda	16V061	Honda	CR-V	2007-2011	Driver	N/A
Honda	16V061	Honda	CR-Z	2011-2015	Driver	N/A
Honda	16V061	Honda	Fit	2009-2013	Driver	N/A
Honda	16V061	Honda	Fit EV	2013-2014	Driver	N/A
Honda	16V061	Honda	Insight	2010-2014	Driver	N/A

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Honda	16V061	Honda	Ridgeline	2007-2014	Driver	N/A
Honda	16V344	Acura	MDX	2003-2006	Passenger	A, B
Honda	16V344	Acura	RL	2005-2011	Passenger	A
Honda	16V344	Acura	RL	2005-2008	Passenger	B
Honda	16V344	Acura	MDX	2003-2004	Passenger	C
Honda	16V344	Honda	CR-V	2005-2006	Passenger	A, B
Honda	16V344	Honda	Element	2003-2011	Passenger	A
Honda	16V344	Honda	Fit	2007-2008	Passenger	A, B
Honda	16V344	Honda	Odyssey	2002-2004	Passenger	A, B, C
Honda	16V344	Honda	Pilot	2003-2008	Passenger	A, B
Honda	16V344	Honda	Ridgeline	2006-2011	Passenger	A
Honda	16V344	Honda	Element	2003-2008	Passenger	B
Honda	16V344	Honda	Ridgeline	2006-2008	Passenger	B
Honda	16V344	Honda	Element	2003-2004	Passenger	C
Honda	16V344	Honda	Pilot	2003-2004	Passenger	C
Honda	16V346	Acura	TSX	2009-2011	Passenger	A
Honda	16V346	Acura	TSX Sportswagon	2011	Passenger	A
Honda	16V346	Acura	ZDX	2010-2011	Passenger	A
Honda	16V346	Honda	Accord	2008-2011	Passenger	A
Honda	16V346	Honda	Accord Crosstour	2010-2011	Passenger	A
Honda	16V346	Honda	Civic	2006-2011	Passenger	A
Honda	16V346	Honda	Civic GX	2006-2011	Passenger	A
Honda	16V346	Honda	Civic Hybrid	2006-2011	Passenger	A
Honda	16V346	Honda	CR-V	2007-2011	Passenger	A
Honda	16V346	Honda	FCX Clarity	2010-2011	Passenger	A
Honda	16V346	Honda	Fit	2009-2011	Passenger	A
Honda	16V346	Honda	Insight	2010-2011	Passenger	A
Honda	16V346	Honda	Pilot	2009-2011	Passenger	A
Honda	16V346	Honda	Accord	2008	Passenger	B
Honda	16V346	Honda	Civic	2006-2008	Passenger	B
Honda	16V346	Honda	Civic GX	2006-2008	Passenger	B
Honda	16V346	Honda	Civic Hybrid	2006-2008	Passenger	B
Honda	16V346	Honda	CR-V	2007-2008	Passenger	B
Honda	17V029	Acura	MDX	2005-2006	Passenger	A,B, C
Honda	17V029	Acura	RL	2005-2012	Passenger	A
Honda	17V029	Acura	RL	2005-2009	Passenger	B, C
Honda	17V029	Acura	RL	2005-2008	Passenger	C
Honda	17V029	Honda	CR-V	2005-2006	Passenger	A,B, C

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Honda	17V029	Honda	Element	2005-2011	Passenger	A
Honda	17V029	Honda	Fit	2007-2008	Passenger	A,B, C
Honda	17V029	Honda	Pilot	2005-2008	Passenger	A, B,C
Honda	17V029	Honda	Ridgeline	2006-2012	Passenger	A
Honda	17V029	Honda	Element	2005-2009	Passenger	B
Honda	17V029	Honda	Ridgeline	2006-2009	Passenger	B
Honda	17V029	Honda	Element	2005-2008	Passenger	C
Honda	17V029	Honda	Ridgeline	2006-2008	Passenger	C
Honda	17V030	Acura	TSX	2009-2012	Passenger	A
Honda	17V030	Acura	TSX Sportswagon	2011-2012	Passenger	A
Honda	17V030	Acura	ZDX	2010-2012	Passenger	A
Honda	17V030	Acura	TSX	2009	Passenger	B
Honda	17V030	Honda	Accord	2008-2012	Passenger	A
Honda	17V030	Honda	Accord Crosstour	2010-2012	Passenger	A
Honda	17V030	Honda	Civic	2006-2011	Passenger	A
Honda	17V030	Honda	Civic Hybrid	2006-2011	Passenger	A
Honda	17V030	Honda	CR-V	2007-2011	Passenger	A
Honda	17V030	Honda	FCX Clarity	2012	Passenger	A
Honda	17V030	Honda	Fit	2009-2012	Passenger	A,B
Honda	17V030	Honda	Insight	2010-2012	Passenger	A
Honda	17V030	Honda	Pilot	2009-2012	Passenger	A
Honda	17V030	Honda	Fit	2009	Passenger	B
Honda	17V030	Honda	Pilot	2009	Passenger	B
Honda	17V030	Honda	Accord	2008-2009	Passenger	B
Honda	17V030	Honda	Civic	2006-2009	Passenger	B
Honda	17V030	Honda	Civic Hybrid	2006-2009	Passenger	B
Honda	17V030	Honda	Civic NGV	2006-2009	Passenger	B
Honda	17V030	Honda	CR-V	2007-2009	Passenger	B
Honda	17V030	Honda	Accord	2008	Passenger	C
Honda	17V030	Honda	Civic	2006-2008	Passenger	C
Honda	17V030	Honda	Civic Hybrid	2006-2008	Passenger	C
Honda	17V030	Honda	Civic NGV	2006-2008	Passenger	C
Honda	17V030	Honda	CR-V	2007-2008	Passenger	C
Honda	18V041	Acura	RL	2010-2012	Passenger	A
Honda	18V041	Acura	RL	2010	Passenger	B
Honda	18V041	Acura	RL	2009	Passenger	C
Honda	18V041	Honda	Element	2010	Passenger	A
Honda	18V041	Honda	Ridgeline	2010-2013	Passenger	A



<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Honda	18V041	Honda	Element	2010-2011	Passenger	B
Honda	18V041	Honda	Ridgeline	2010-2011	Passenger	B
Honda	18V041	Honda	Element	2009	Passenger	C
Honda	18V041	Honda	Ridgeline	2009	Passenger	C
Mazda	13V130	Mazda	Mazda6	2003-2004	Passenger	N/A
Mazda	13V130	Mazda	RX-8	2004	Passenger	N/A
Mazda	14V344	Mazda	B-Series	2004	Both	A
Mazda	14V344	Mazda	Mazda6	2003-2008	Both	A
Mazda	14V344	Mazda	MazdaSpeed6	2006-2007	Both	A
Mazda	14V344	Mazda	MPV	2004-2005	Both	A
Mazda	14V344	Mazda	RX-8	2004-2008	Both	A
Mazda	14V362	Mazda	Mazda6	2003-2004	Passenger	N.A
Mazda	14V362	Mazda	RX-8	2004	Passenger	N/A
Mazda	14V773	Mazda	B-Series	2004-2005	Passenger	A
Mazda	14V773	Mazda	Mazda6	2003-2006	Passenger	A
Mazda	14V773	Mazda	MPV	2004-2005	Passenger	A
Mazda	14V773	Mazda	RX-8	2004-2005	Passenger	A
Mazda	15V345	Mazda	Mazda 6	2003-2008	Driver	N/A
Mazda	15V345	Mazda	RX-8	2004-2008	Driver	N/A
Mazda	15V345	Mazda	MazdaSpeed 6	2006-2007	Driver	N/A
Mazda	15V346	Mazda	B-Series	2004-2006	Passenger	N/A
Mazda	15V382	Mazda	Mazda6	2003-2008	Driver	N/A
Mazda	15V382	Mazda	MazdaSpeed6	2006-2007	Driver	N/A
Mazda	15V382	Mazda	RX-8	2004-2008	Driver	N/A
Mazda	15V869	Mazda	MAZDA6	2003-2008	Passenger	N/A
Mazda	15V869	Mazda	MazdaSpeed6	2006-2007	Passenger	N/A
Mazda	15V869	Mazda	RX-8	2004	Passenger	N/A
Mazda	16V048	Mazda	B-Series Truck	2004-2006	Driver	N/A
Mazda	16V354	Mazda	Mazda6	2003-2008	Passenger	A, B
Mazda	16V354	Mazda	MazdaSpeed6	2006-2007	Passenger	A
Mazda	16V354	Mazda	MPV	2004-2006	Passenger	A, B
Mazda	16V354	Mazda	RX-8	2004-2011	Passenger	A
Mazda	16V354	Mazda	RX-8	2004-2008	Passenger	B
Mazda	16V354	Mazda	RX-8	2004	Passenger	C
Mazda	16V354	Mazda	MPV	2004	Passenger	C
Mazda	16V354	Mazda	Mazda6	2003-2004	Passenger	C
Mazda	16V356	Mazda	CX-7	2007-2011	Passenger	N/A
Mazda	16V356	Mazda	CX-9	2007-2011	Passenger	N/A

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Mazda	16V356	Mazda	Mazda6	2009-2011	Passenger	N/A
Mazda	16V499	Mazda	B-Series Truck	2007-2009	Passenger	A
Mazda	16V499	Mazda	B-Series Truck	2007-2009	Passenger	B
Mazda	17V011	Mazda	MPV	2005-2006	Passenger	C
Mazda	17V011	Mazda	RPX-8	2005-2009	Passenger	B
Mazda	17V011	Mazda	RX-8	2005-2008	Passenger	C
Mazda	17V012	Mazda	CX-7	2007-2009, 2012	Passenger	N/A
Mazda	17V012	Mazda	CX-9	2007-2009, 2012	Passenger	N/A
Mazda	17V012	Mazda	Mazda6	2009, 2012	Passenger	N/A
Mazda	17V013	Mazda	B-Series Truck	2007-2009	Passenger	B
Mazda	17V013	Mazda	B-Series Truck	2007-2008	Passenger	C
Mazda	18V017	Mazda	RX-8	2010	Passenger	B
Mazda	18V017	Mazda	RX-8	2009	Passenger	C
Nissan	13V136	Infiniti	FX35	2003	Passenger	N/A
Nissan	13V136	Infiniti	FX45	2003	Passenger	N/A
Nissan	13V136	Infiniti	I-30	2001	Passenger	N/A
Nissan	13V136	Infiniti	I35	2002-2003	Passenger	N/A
Nissan	13V136	Infiniti	QX4	2002-2003	Passenger	N/A
Nissan	13V136	Nissan	Maxima	2001-2003	Passenger	N/A
Nissan	13V136	Nissan	Pathfinder	2001-2003	Passenger	N/A
Nissan	13V136	Nissan	Sentra	2002-2003	Passenger	N/A
Nissan	14V340	Infiniti	FX	2003-2005	Passenger	N/A
Nissan	14V340	Infiniti	I35	2003-2004	Passenger	N/A
Nissan	14V340	Infiniti	M	2006	Passenger	N/A
Nissan	14V340	Nissan	Pathfinder	2003-2004	Passenger	N/A
Nissan	14V340	Nissan	Sentra	2004-2006	Passenger	N/A
Nissan	14V701	Infiniti	FX35	2003-2005	Passenger	HAH
Nissan	14V701	Infiniti	FX45	2003-2005	Passenger	HAH
Nissan	14V701	Infiniti	I35	2003-2004	Passenger	HAH
Nissan	14V701	Infiniti	M35	2006	Passenger	HAH
Nissan	14V701	Infiniti	M45	2006	Passenger	HAH
Nissan	14V701	Nissan	Pathfinder	2003-2004	Passenger	HAH
Nissan	14V701	Nissan	Sentra	2004-2006	Passenger	HAH
Nissan	15V226	Infiniti	FX35	2003-2005	Passenger	HAH
Nissan	15V226	Infiniti	FX45	2003-2005	Passenger	HAH
Nissan	15V226	Infiniti	I35	2003-2004	Passenger	HAH
Nissan	15V226	Infiniti	M35	2006	Passenger	HAH

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Nissan	15V226	Infiniti	M45	2006	Passenger	HAH
Nissan	15V226	Infiniti	FX35	2003-2005	Passenger	A
Nissan	15V226	Infiniti	FX45	2003-2005	Passenger	A
Nissan	15V226	Infiniti	I35	2003-2004	Passenger	A
Nissan	15V226	Infiniti	M35	2006	Passenger	A
Nissan	15V226	Infiniti	M45	2006	Passenger	A
Nissan	15V226	Nissan	Sentra	2006	Passenger	HAH
Nissan	16V349	Infiniti	FX35	2003-2008	Passenger	HAH
Nissan	16V349	Infiniti	FX45	2003-2008	Passenger	HAH
Nissan	16V349	Infiniti	I30	2003-2004	Passenger	
Nissan	16V349	Infiniti	I35	2003-2004	Passenger	A, B, C
Nissan	16V349	Infiniti	M35	2006-2010	Passenger	A
Nissan	16V349	Infiniti	M45	2006-2010	Passenger	A
Nissan	16V349	Infiniti	FX35	2005-2008	Passenger	B
Nissan	16V349	Infiniti	FX45	2005-2008	Passenger	B
Nissan	16V349	Infiniti	M35	2006-2008	Passenger	B
Nissan	16V349	Infiniti	M45	2006-2008	Passenger	B
Nissan	16V349	Nissan	Versa	2007-2011	Passenger	A
Nissan	16V349	Nissan	Versa	2007-2008	Passenger	B
Nissan	17V028	Infiniti	M35/ M45	2006-2010	Passenger	C
Nissan	17V028	Infiniti	FX35/ FX 45	2005-2008	Passenger	C
Nissan	17V028	Nissan	FX35	2005-2008	Passenger	C
Nissan	17V028	Nissan	FX45	2005-2008	Passenger	C
Nissan	17V028	Nissan	M35	2009-2010	Passenger	B
Nissan	17V028	Nissan	M45	2006-2010	Passenger	B
Nissan	17V028	Nissan	Versa	2007-2009, 2012	Passenger	A
Nissan	17V028	Nissan	Versa sedans and hatchbacks	2009	Passenger	B
Nissan	17V028	Nissan	Versa sedans and hatchbacks	2007-2008	Passenger	C
Nissan	17V068	Infiniti	QX4	2002	Passenger	N/A
Nissan	17V068	Nissan	Pathfinder	2002	Passenger	N/A
Nissan	17V449	Nissan	Versa Sedans	2007-2011	Driver	N/A
Nissan	17V449	Nissan	Versa HB	2007-2012	Driver	N/A
Nissan	18V044	Nissan	Versa HB and Sedans	2009-2010	Passenger	B
Nissan	18V044	Nissan	Versa HB and Sedans	2009	Passenger	C
Subaru	14V399	Subaru	Baja	2003-2004	Passenger	N/A
Subaru	14V399	Subaru	Impreza	2004	Passenger	N/A

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Subaru	14V399	Subaru	Legacy	2003-2004	Passenger	N/A
Subaru	14V399	Subaru	Outback	2003-2004	Passenger	N/A
Subaru	14V471	Subaru	Baja	2003-2005	Passenger	HAH
Subaru	14V471	Subaru	Impreza	2004-2005	Passenger	HAH
Subaru	14V471	Subaru	Legacy	2003-2005	Passenger	HAH
Subaru	14V471	Subaru	Outback	2003-2005	Passenger	HAH
Subaru	14V763	Saab	9-2X	2005	Passenger	HAH
Subaru	14V763	Subaru	Baja	2003-2005	Passenger	HAH
Subaru	14V763	Subaru	Impreza	2004-2005	Passenger	HAH
Subaru	14V763	Subaru	Legacy	2003-2005	Passenger	HAH
Subaru	14V763	Subaru	Outback	2003-2005	Passenger	HAH
Subaru	15V323	Saab	9-2x	2005	Passenger	N/A
Subaru	15V323	Subaru	Impreza Sedan/Station Wagon	2004-2005	Passenger	N/A
Subaru	15V323	Subaru	Baja	2003-2004	Passenger	N/A
Subaru	15V323	Subaru	Legacy	2003-2008	Passenger	N/A
Subaru	15V323	Subaru	Outback	2003-2008	Passenger	N/A
Subaru	16V358	Saab	9-2X	2006	Passenger	A
Subaru	16V358	Subaru	Baja	2003-2006	Passenger	A
Subaru	16V358	Subaru	Forester	2009-2011	Passenger	A
Subaru	16V358	Subaru	Impreza	2006-2011	Passenger	A
Subaru	16V358	Subaru	Legacy	2003-2004, 2009-2011	Passenger	A
Subaru	16V358	Subaru	Outback	2003-3004, 2009-2011	Passenger	A
Subaru	16V358	Subaru	Tribeca	2006-2011	Passenger	A
Subaru	16V359	Saab	9-2X	2006	Passenger	B
Subaru	16V359	Subaru	Baja	2003-2006	Passenger	B
Subaru	16V359	Subaru	Impreza	2006-2008	Passenger	B
Subaru	16V359	Subaru	Legacy	2003-2004	Passenger	B
Subaru	16V359	Subaru	Outback	2003-2004	Passenger	B
Subaru	16V359	Subaru	Tribeca	2006-2008	Passenger	B
Subaru	16V361	Subaru	Baja	2003-2004	Passenger	C
Subaru	16V361	Subaru	Legacy	2003-2004	Passenger	C
Subaru	16V361	Subaru	Outback	2003-2004	Passenger	C
Subaru	17V014	Subaru	Baja	2005-2006	Passenger	A
Subaru	17V014	Subaru	Forester	2009-2012	Passenger	A
Subaru	17V014	Subaru	Impreza	2006-2011	Passenger	A
Subaru	17V014	Subaru	Legacy	2009-2012	Passenger	A

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Subaru	17V014	Subaru	Outback	2009-2012	Passenger	A
Subaru	17V014	Subaru	Tribeca	2006-2012	Passenger	A
Subaru	17V014	Subaru	WRX	2012	Passenger	A
Subaru	17V016	Saab	9-2X	2006	Passenger	C
Subaru	17V016	Subaru	Baja	2005-2006	Passenger	C
Subaru	17V016	Subaru	Impreza	2006-2008	Passenger	C
Subaru	17V016	Subaru	Tribeca	2006-2008	Passenger	C
Subaru	17V026	Subaru	Baja	2005-2006	Passenger	B
Subaru	17V026	Subaru	Forester	2009	Passenger	B
Subaru	17V026	Subaru	Impreza	2006-2009	Passenger	B
Subaru	17V026	Subaru	Legacy	2009	Passenger	B
Subaru	17V026	Subaru	Outback	2009	Passenger	B
Subaru	17V026	Subaru	Tribeca	2006-2009	Passenger	B
Subaru	18V012	Subaru	Legacy	2009-2013	Passenger	A
Subaru	18V012	Subaru	Forester	2009-2013	Passenger	A
Subaru	18V012	Subaru	Tribeca	2009-2013	Passenger	A
Subaru	18V012	Subaru	WRX	2009-2013	Passenger	A
Subaru	18V012	Subaru	Outback	2009-2013	Passenger	A
Subaru	18V013	Subaru	Tribeca	2009-2010	Passenger	B
Subaru	18V013	Subaru	Impreza	2009-2010	Passenger	B
Subaru	18V013	Subaru	Forester	2009-2010	Passenger	B
Subaru	18V013	Subaru	WRX	2009-2010	Passenger	B
Subaru	18V013	Subaru	Legacy	2009-2010	Passenger	B
Subaru	18V013	Subaru	Outback	2009-2010	Passenger	B
Subaru	18V014	Subaru	Tribeca	2009-2010	Passenger	B
Subaru	18V014	Subaru	Impreza	2009	Passenger	C
Subaru	18V014	Subaru	Forester	2009	Passenger	C
Subaru	18V014	Subaru	WRX	2009	Passenger	C
Subaru	18V014	Subaru	Legacy	2009	Passenger	C
Subaru	18V014	Subaru	Outback	2009	Passenger	C
Toyota	13V133	Lexus	SC430	2002-2004	Passenger	N/A
Toyota	13V133	Toyota	Corolla	2003-2004	Passenger	N/A
Toyota	13V133	Toyota	Matrix	2003-2004	Passenger	N/A
Toyota	13V133	Toyota	Sequoia	2002-2004	Passenger	N/A
Toyota	13V133	Toyota	Tundra	2003-2004	Passenger	N/A
Toyota	14V312	Lexus	SC	2002-2004	Passenger	N/A
Toyota	14V312	Toyota	Corolla	2003-2004	Passenger	N/A
Toyota	14V312	Toyota	Matrix	2003-2004	Passenger	N/A

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Toyota	14V312	Toyota	Sequoia	2002-2004	Passenger	N/A
Toyota	14V312	Toyota	Tundra	2003-2004	Passenger	N/A
Toyota	14V350	Lexus	SC430	2003-2005	Passenger	N/A
Toyota	14V350	Toyota	Corolla	2003-2005	Passenger	N/A
Toyota	14V350	Toyota	Matrix	2003-2005	Passenger	N/A
Toyota	14V350	Toyota	Sequoia	2003-2005	Passenger	N/A
Toyota	14V350	Toyota	Tundra	2003-2005	Passenger	N/A
Toyota	14V655	Lexus	SC	2002-2005	Passenger	N/A
Toyota	14V655	Toyota	Corolla	2003-2005	Passenger	N/A
Toyota	14V655	Toyota	Matrix	2003-2005	Passenger	N/A
Toyota	14V655	Toyota	Sequoia	2002-2005	Passenger	N/A
Toyota	14V655	Toyota	Tundra	2003-2005	Passenger	N/A
Toyota	16V127	Lexus	SC430	2008-2010	Passenger	N/A
Toyota	16V127	Pontiac	Vibe	2008	Passenger	N/A
Toyota	16V127	Toyota	Corolla	2008	Passenger	N/A
Toyota	16V127	Toyota	Corolla Matrix	2008	Passenger	N/A
Toyota	16V128	Lexus	SC430	2008-2010	Passenger	HAH
Toyota	16V128	Pontiac	Vibe	2008	Passenger	HAH
Toyota	16V128	Toyota	Corolla	2008	Passenger	HAH
Toyota	16V128	Toyota	Corolla Matrix	2008	Passenger	HAH
Toyota	16V340	Lexus	ES 350	2007-2011	Passenger	A
Toyota	16V340	Lexus	GX460	2010-2011	Passenger	A
Toyota	16V340	Lexus	IS 250	2006-2011	Passenger	A
Toyota	16V340	Lexus	IS 250C	2010-2011	Passenger	A
Toyota	16V340	Lexus	IS 350	2006-2011	Passenger	A
Toyota	16V340	Lexus	IS 350C	2010-2011	Passenger	A
Toyota	16V340	Lexus	IS F	2008-2011	Passenger	A
Toyota	16V340	Pontiac	Vibe	2009-2010	Passenger	A
Toyota	16V340	Toyota	4Runner	2010-2011	Passenger	A
Toyota	16V340	Toyota	Corolla	2009-2011	Passenger	A
Toyota	16V340	Toyota	Corolla Matrix	2009-2011	Passenger	A
Toyota	16V340	Toyota	Sienna	2011	Passenger	A
Toyota	16V340	Toyota	Scion xB	2008-2011	Passenger	A
Toyota	16V340	Toyota	Yaris Hatchback	2006-2011	Passenger	A
Toyota	16V340	Toyota	Yaris Sedan	2007-2011	Passenger	A
Toyota	16V354	Lexus	IS F	2008	Passenger	B
Toyota	16V354	Lexus	IS250	2006-2008	Passenger	B
Toyota	16V354	Lexus	IS350	2006-2008	Passenger	B

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Toyota	16V354	Lexus	ES350	2007-2008	Passenger	B
Toyota	16V354	Scion	xB	2008	Passenger	B
Toyota	16V354	Toyota	Yaris	2007-2008	Passenger	B
Toyota	17V006	Lexus	ES 350	2007-2009, 2012	Passenger	A
Toyota	17V006	Lexus	GX460	2012	Passenger	A
Toyota	17V006	Lexus	IS 250	2006-2009, 2012	Passenger	A
Toyota	17V006	Lexus	IS 250C	2012	Passenger	A
Toyota	17V006	Lexus	IS 350	2006-2009, 2012	Passenger	A
Toyota	17V006	Lexus	IS 350C	2012	Passenger	A
Toyota	17V006	Lexus	IS F	2008-2009, 2012	Passenger	A
Toyota	17V006	Lexus	LFA	2012	Passenger	A
Toyota	17V006	Lexus	ES 350	2009	Passenger	B
Toyota	17V006	Lexus	IS 250	2009	Passenger	B
Toyota	17V006	Lexus	IS 350	2009	Passenger	B
Toyota	17V006	Lexus	IS F	2009	Passenger	B
Toyota	17V006	Lexus	IS 250	2006-2008	Passenger	C
Toyota	17V006	Lexus	IS 350	2006-2008	Passenger	C
Toyota	17V006	Lexus	ES350	2007-2008	Passenger	C
Toyota	17V006	Lexus	ISF	2008	Passenger	C
Toyota	17V006	Pontiac	Vibe	2009	Passenger	B
Toyota	17V006	Pontiac	Vibe	2009	Passenger	B
Toyota	17V006	Scion	xB	2009	Passenger	B
Toyota	17V006	Scion	xB	2008	Passenger	C
Toyota	17V006	Toyota	4Runner	2012	Passenger	A
Toyota	17V006	Toyota	Corolla	2009, 2012	Passenger	A
Toyota	17V006	Toyota	Corolla Matrix	2009, 2012	Passenger	A
Toyota	17V006	Toyota	Sienna	2012	Passenger	A
Toyota	17V006	Toyota	Yaris Hatchback	2007-2009	Passenger	C
Toyota	17V006	Toyota	Yaris Sedan	2007-2009, 2012	Passenger	A
Toyota	17V006	Toyota	Corolla	2009	Passenger	B
Toyota	17V006	Toyota	Corolla Matrix	2009	Passenger	B
Toyota	17V006	Toyota	Yaris Hatchback	2009	Passenger	B
Toyota	17V006	Toyota	Yaris Sedan	2009	Passenger	B
Toyota	17V006	Toyota	Yaris Hatchback	2007-2008	Passenger	C
Toyota	17V006	Toyota	Yaris Sedan	2007-2008	Passenger	C

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>	<b>Zone<sup>1</sup></b>
Toyota/GM	14V312	Pontiac	Vibe	2003-2004	Passenger	N/A
Toyota/GM	14V350	Pontiac	Vibe	2003-2005	Passenger	N/A
Toyota/GM	14V655	Pontiac	Vibe	2003-2005	Passenger	N/A
Volkswagen	16V079	Audi	A3	2005-2013	Driver (PSDI-5)	N/A
Volkswagen	16V078	Audi	A5 Cabriolet	2010-2011	Driver (SDI)	N/A
Volkswagen	16V078	Audi	Q5	2009-2012	Driver (SDI)	N/A
Volkswagen	16V078	Volkswagen	CC	2009-2014	Driver (SDI)	N/A
Volkswagen	16V078	Volkswagen	Eos	2012-2014	Driver (SDI)	N/A
Volkswagen	16V078	Volkswagen	Jetta SportWagen and Golf	2010-2014	Driver (SDI)	N/A
Volkswagen	16V078	Volkswagen	Passat	2012-2014	Driver (SDI)	N/A
Volkswagen	16V078	Volkswagen	Passat Sedan and Wagon	2007-2010	Driver (SDI)	N/A
Volkswagen	16V078	Volkswagen	S5 Cabriolet	2010-2012	Driver	N/A
Volkswagen	16V079	Audi	A4 Cabriolet	2006-2009	Driver (PSDI-5)	N/A
Volkswagen	16V079	Audi	S4 Cabriolet	2007-2009	Driver (PSDI-5)	N/A
Volkswagen	16V079	Volkswagen	Passat Sedan and Wagon	2006	Driver (PSDI-5)	N/A
Volkswagen	16V382	Audi	A4	2004-2008	Passenger	A, B
Volkswagen	16V382	Audi	A6	2005-2011	Passenger	A
Volkswagen	16V382	Audi	A6	2005-2008	Passenger	B
Volkswagen	16V382	Audi	A4	2004	Passenger	C
Volkswagen	17V032	Audi	A4 Cabriolet	2009	Passenger	B
Volkswagen	17V032	Audi	S4 Cabriolet	2009	Passenger	B
Volkswagen	17V032	Audi	A6 Avant	2009	Passenger	B
Volkswagen	17V032	Audi	A6 Sedan	2009	Passenger	B
Volkswagen	17V032	Audi	S6 Sedan	2009	Passenger	B
Volkswagen	17V032	Audi	A4 Avant	2005-2008	Passenger	C
Volkswagen	17V032	Audi	A4 Sedan	2005-2008	Passenger	C
Volkswagen	17V032	Audi	A6 Sedan	2005-2008	Passenger	C
Volkswagen	17V032	Audi	S4 Avant	2005-2008	Passenger	C
Volkswagen	17V032	Audi	S4 Sedan	2005-2008	Passenger	C
Volkswagen	17V032	Audi	A6 Avant	2006-2008	Passenger	C



Manufacturer	Recall	Make	Model	Model Years	Side(s)	Zone <sup>1</sup>
Volkswagen	17V032	Audi	RS4 Cabriolet	2008	Passenger	C
Volkswagen	17V032	Audi	A4 Cabriolet	2007-2008	Passenger	C
Volkswagen	17V032	Audi	RS4 Sedan	2007-2008	Passenger	C
Volkswagen	17V032	Audi	S4 Cabriolet	2007-2008	Passenger	C
Volkswagen	17V032	Audi	S6 Sedan	2007-2008	Passenger	C
Volkswagen	18V004	Audi	A6 Avant	2010-2011	Passenger (PSPI)	B
Volkswagen	18V004	Audi	A6 Sedan	2010-2011	Passenger (PSPI)	B
Volkswagen	18V004	Audi	S6 Sedan	2010-2011	Passenger (PSPI)	B
Volkswagen	18V004	Audi	A4 Cabriolet	2009	Passenger	C
Volkswagen	18V004	Audi	S4 Cabriolet	2009	Passenger	C
Volkswagen	18V004	Audi	A6 Avant	2009-2011	Passenger	C
Volkswagen	18V004	Audi	A6 Sedan	2009-2011	Passenger	C
Volkswagen	18V004	Audi	S6 Sedan	2009-2011	Passenger	C
Volkswagen	18V082	Audi	S5 Cabriolet	2010-2012	Driver (SDI)	N/A
Volkswagen	18V082	Audi	Q5	2009-2012	Driver	N/A
Volkswagen	18V082	Audi	S5 Cabriolet	2010-2012	Driver	N/A

98. In addition to the recalls listed in the table above, there are many future recalls required by NHTSA that have not yet been announced by the manufacturers. These future recalls include model years 2013 and later in Zone A and model years 2009 and later in Zone C. The future recalls apply to all manufacturers and will continue through December 2019.<sup>3</sup>

#### **I. Takata is a Major Manufacturer of Airbags and Inflators**

99. Takata was the world's second largest manufacturer of automotive safety devices, including airbags. Takata was one of the first companies to market driver-side airbags in the early 1980s.

<sup>3</sup> See Amended Annex A and <https://www.nhtsa.gov/takata-air-bags/takata-recall-expansion-what-consumers-need-know>.

100. Takata has supplied airbags to automakers for U.S. vehicles and to state and local governmental purchasers since at least 1983. By 2014, Takata had captured 22 percent of the global automotive airbag market.

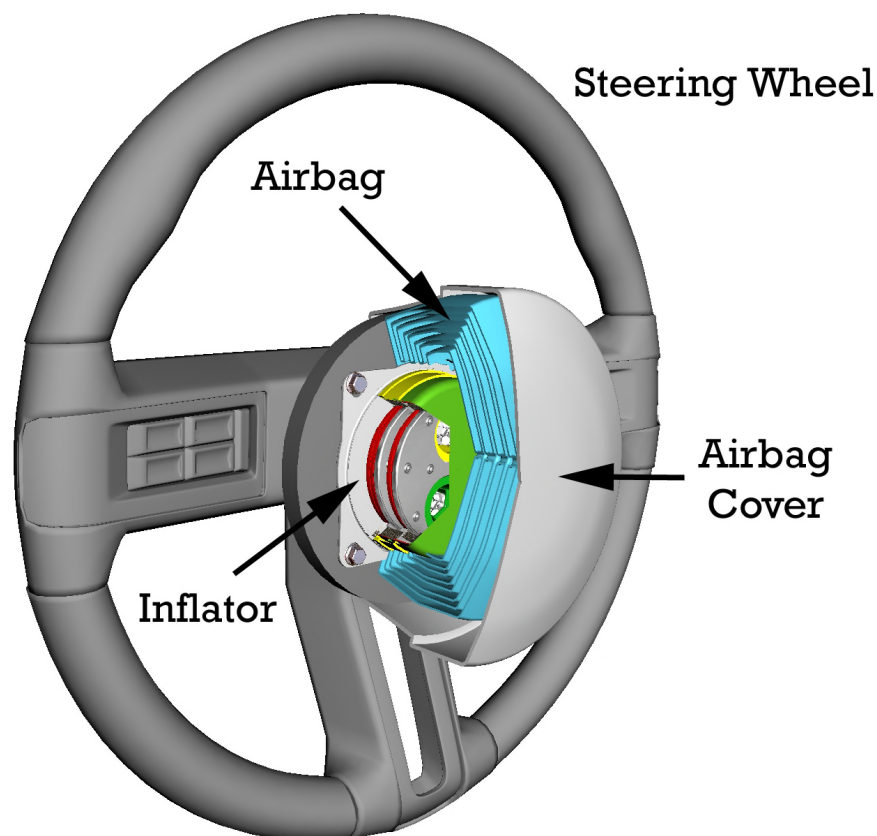
101. Takata manufactured, distributed, and sold Defective Airbags that can cause serious bodily injury or death; and intentionally concealed the foregoing from Plaintiffs, Class members, and federal regulators.

## **II. Takata's Airbags Have A Common, Uniform Defect**

### **A. Takata Recklessly Chose An Inexpensive and Dangerous Propellant**

102. The part of the airbag at issue in this matter is the inflator. The inflator consists of a metal canister loaded with propellant wafers or pellets, and is placed in the airbag module. Upon impact, the propellant wafers or pellets ignite, triggering a chemical reaction that produces gas, which in turn inflates the fabric airbag. This process occurs within milliseconds.

103. The following basic illustration, included earlier in the complaint as well, depicts Takata's airbag module:



104. When it began manufacturing airbags in the 1980s, Takata used a compound called sodium azide as the propellant within its inflators. In the mid-1990s, Takata began using a different propellant called 5-aminotetrazole, in part due to toxicity issues associated with sodium azide.

105. In the late-1990s, Takata's managers pressured its engineers in Michigan to devise a lower cost propellant based upon ammonium nitrate, a compound used in fertilizer and explosives. Ammonium nitrate is a dangerous material that should not be used in airbags. It is an inherently volatile and unstable chemical.

106. Daily temperature swings are large enough for the ammonium nitrate to cycle through three of its five crystalline states, adding to its volatility. It also readily absorbs moisture from the atmosphere. The chemical's sensitivity to temperature and moisture cause it to break

down over time, which in turn results in violent detonation. As one explosives expert bluntly stated in *The New York Times*, ammonium nitrate “shouldn’t be used in airbags,” and is better suited to large demolitions in mining and construction.

107. From the time it began investigating ammonium nitrate in the late 1990s, Takata understood these risks. Indeed, Takata expressed concern in a patent document in 1996 that an ammonium-nitrate propellant would be vulnerable to temperature changes and that its casing “might even blow up.” Takata further recognized that “[o]ne of the major problems with the use of ammonium nitrate is that it undergoes several crystalline phase changes,” one of which occurs at approximately 90 degrees Fahrenheit. If ammonium nitrate undergoes this type of temperature change, the compound may “expand and contract and change shape resulting in growth and cracking” of the propellant, which might cause an airbag inflator to “not operate properly or ***might even blow up*** because of the excess pressure generated” (emphasis added).

108. Takata further admitted in a patent document from 1999 that pure ammonium nitrate is “problematic” because many gas generating compositions made with it are “thermally unstable.”

109. In 1999, as the ammonium nitrate design was being considered, Takata’s engineering team in Moses Lake, Washington, raised objections and pointed to a publicly available explosives manuals that warned of the risk of disintegration and irregular, overly-energetic combustion. As one former Takata engineer noted, “ammonium nitrate stuck out like a sore thumb,” and yet his team was given only “a couple days” to do its review.

110. Not surprisingly, other major airbag manufacturers, including Autoliv, Key Safety Systems, and TRW Automotive, have reportedly avoided or abandoned using ammonium nitrate as a propellant. Indeed, Takata’s representative confirmed at a Congressional hearing in June

2015 that Takata is the only major airbag manufacturer that uses ammonium nitrate as a primary propellant in its inflators.

111. The only conceivable advantage to the compound for an airbag manufacturer, according to the expert quoted in *The New York Times*, is that it is “cheap, unbelievably cheap.” Indeed, Takata had originally planned to use tetrazole as its propellant, which is not only more stable than ammonium nitrate, but also yields other desired benefits, such as being more environmentally friendly. But tetrazole was too expensive for Takata, and executives ultimately pressured engineers in Michigan to develop a cheaper alternative.

112. Takata began receiving complaints regarding the Inflator Defect shortly after introducing the redesigned airbag to the market, and those complaints continued to multiply over the years. Nevertheless, rather than switch to the compound it knew would be safer, even if more expensive, Takata recklessly opted to try, over the course of many years, to stabilize a compound that resists stabilization.

113. For example, in a 2006 patent application, Takata discussed the need to test the performance of ammonium nitrate at various extreme temperatures because it is an unstable chemical, and these tests could reveal many problems, including “over-pressurization of the inflator leading to rupture.” The 2006 patent document purportedly contained a fix for that sort of rupturing.

114. Notably, the alleged fix in 2006 came *after* a rupture incident in 2004 that caused a serious injury, and incidents continued to mount after that time as well.

115. In a 2007 patent for allegedly phase stabilized ammonium nitrate that incorporates a scavenging additive designed to retain moisture in an effort to prevent these catastrophic ruptures, Takata representatives noted the following:

Without the addition of the [additive], and as shown in [the patent], the ballistic curves indicate that changes occurred in the gas generant after 50 cycles. After 100 cycles the ballistic performance was very aggressive and did not meet USCAR specification. After 200 cycles the ballistic performance was so aggressive the ballistic performance was so aggressive that the inflator ruptured due to extremely high internal pressures.

116. Thus, Takata's inflators were "grenades" in the glove box or steering wheel waiting to detonate after going through 100 or 200 cycles of thermal cycling, which, of course, is something cars in the real world will eventually do.

117. The use of this additive (or any other) designed to address ammonium nitrate's hygroscopic nature (affinity for moisture) is, at best, a temporary fix because at some point the additive will no longer be able to absorb the excess moisture and the ballistic curves will again exceed specification leading to ruptures.

118. Takata submitted a patent application with other purported "fixes" as recently as 2013. These ongoing, albeit unsuccessful, efforts show that Takata knew throughout the relevant period that its airbags were defective.

**B. The Risks of the Inflator Defect Were Exacerbated by Takata's and Defendants' Abysmal Quality Control**

119. Takata and the Vehicle Manufacturer Defendants became further aware of the instability of its ammonium-nitrate propellant from the persistent and glaring quality control problems Takata encountered in its manufacturing operations. The Takata plants that manufactured the airbags and inflators at issue in this Complaint include plants located in Moses Lake, Washington, LaGrange, Georgia, and Monclova, Mexico. Defendants routinely visited and audited Takata operations, including in response to quality and safety concerns.

120. Starting in 2001, engineers at Takata's Monclova, Mexico plant identified a range of problems, including rust, which they said could have caused inflators to fail. Between 2001 and 2003, Takata struggled with at least 45 different inflator problems, according to dozens of

internal reports titled “potential failures” and reviewed by *Reuters*. On at least three occasions between 2005 and 2006, Takata engineers struggled to eliminate leaks found in inflators, according to engineering presentations. In 2005, Shainin, a U.S. consulting firm, found a pattern of additional problems.

121. Underscoring Takata’s reckless use of the volatile and unstable ammonium nitrate, on March 31, 2006, the Monclova, Mexico plant was rocked by violent explosions in containers loaded with propellant. The Vehicle Manufacturer Defendants were made aware of this incident soon after it occurred.

122. Apparently, not even that terrible accident could prompt serious and lasting improvements: in a February 2007 email to multiple colleagues, one manager stated that “[t]he whole situation makes me sick,” referring to Takata’s failure to implement checks it had introduced to try to keep the airbags containing the unstable and volatile ammonium-nitrate propellant from failing.

123. Takata engineers also scrambled as late as 2009 to address its propellant issues after “inflators tested from multiple propellant lots showed aggressive ballistics,” according to an internal presentation in June 2009.

124. Based on internal Takata documents, Takata was struggling to meet a surge in demand for its airbags. Putting profits ahead of safety, Takata exhibited shoddy and reckless behavior in the handling of its ammonium-nitrate propellant. In March 2011, a Takata supervisor at the Monclova, Mexico plant sent an e-mail to other employees stating “A part that is not welded = one life less, which shows we are not fulfilling the mission.” The title of the e-mail was “Defectos y defectos y defectos!!!!” This shoddy and reckless attitude permeated all of Takata’s operations and facilities.

125. Yet handling problems at Takata facilities persisted: another manager urged employees to examine the propellant visible in a cross section of an airbag inflator, noting that “[t]he propellant arrangement inside is what can be damaged when the airbags are dropped. . . . Here you can see why it is important to handle our product properly.” A 2009 presentation of guidelines on handling inflators and airbag units also stressed the dangers of mishandling them. The presentation included a link to a video that appeared to show side-curtain airbags deploying violently, sending the inflator hurtling into the car’s cabin.

126. Despite knowing it was shipping potentially deadly products, including inflators containing unstable and volatile ammonium-nitrate propellant, Takata resisted taking back damaged or wet airbag modules, in part because Takata struggled to keep up with a surge in demand for its airbags through the early and mid-2000s as it won big new clients like Old GM.

127. Moreover, while Defendants, and particularly Takata, had previously assured the public that the Defective Airbags had been remedied and that the new airbags being placed in recalled vehicles were safe, in fact, several Vehicle Manufacturer Defendants have been or will be required to recall model year 2013, 2014, 2015, and 2016 vehicles because of the risk of the Takata airbags rupturing. And Takata has now admitted that replacement airbags installed in recalled vehicles are defective as well, and cannot assure the public that replacement inflators containing ammonium nitrate are safe and not prone to rupture.

### **III. Takata Airbag Failures and Defendants’ Inadequate Response**

#### **A. 2003-2008: Early Incidents and the 2008 Honda Recall (08V-593)**

128. Honda was among the first automakers to use Takata’s new airbags. Honda and Takata began discussing inflators with ammonium-nitrate propellant as early as 1998, and Honda first installed such inflators in its 2001 Model Year vehicles. Since then, Takata airbags



containing the Inflator Defect have been installed in vehicles manufactured by at least ten automakers.

129. On November 1, 2003, Charlene Weaver of Arizona—one of the least humid states in the country—was a passenger in a 2004 Subaru Impreza when she was killed in a Takata airbag-related accident. As summarized in a later section of this Complaint, her car was not recalled until May 2015, more than a decade later.

130. Also in 2003, an inflator ruptured in a BMW in Switzerland, prompting a January 2004 investigation by Takata and BMW. That investigation took place at a Takata facility in Michigan and involved inflators sold to BMW, Honda, and Toyota. The testing was ordered by a senior Takata executive, and the results indicated that the inflators were defective. Takata confirmed this in a Defect Information Report to NHTSA more than a decade later.

131. In 2004, a Takata airbag violently exploded in a Honda Accord in Alabama, shooting out metal fragments and injuring the car's driver. Honda was notified of the incident, and at least one Takata employee recalled being told that Honda examined the part before turning it over to Takata. Takata reported back to Honda that it was unable to find a cause for the incident. Ultimately, the companies deemed the incident “an anomaly,” and conducted no further investigation or analysis to the public's knowledge. Notably, Honda and Takata did not issue a recall or even involve federal safety regulators beyond completing a reporting form in a cursory and incomplete manner.

132. Yet, by this time, Takata was aware of the broad problems associated with its choice of the unstable and volatile ammonium nitrate as a propellant. As noted above, between 2001 and 2003, internal Takata reports titled “potential failures” showed that Takata struggled with at least 45 different inflator problems, and that, in 2002, the Monclova, Mexico plant

recorded 60 to 80 defects for every million inflators shipped to automakers—six to eight times beyond Takata's own quality control limit.

133. In June and August of 2007, Honda notified Takata of three additional airbag explosion incidents. All three accidents involved metal fragments propelling into the faces and bodies of car passengers upon deployment of the airbags. As with the 2004 incident, Honda did not initiate a recall or provide information about the ruptures to federal regulators. Rather, it callously risked vehicle occupants' safety as it purportedly awaited a failure mode analysis being conducted by Takata.

134. After the 2007 incidents, Honda and Takata began another internal investigation, including a survey of inflators. Starting in late 2007 or early 2008, Honda began collecting inflators returned to dealers for reasons unrelated to the exploding-airbag defect, and sent them to Takata for investigation, all without informing vehicle owners or regulators. Honda also collected inflators from scrap yards for the same purpose.

135. Takata began what became a year-long study of the Inflator Defect. Takata's engineers ultimately claimed that workers at a Takata factory in Monclova, Mexico had left moisture-sensitive explosives out on the plant floor, making them prone to overly energetic combustion. Takata advised Honda that by November 2002, it had corrected any such handling deficiencies.

136. The victims of the four Honda incidents—one in 2004 and three in 2007—brought legal claims against Honda, which the automaker settled on a strictly confidential basis. While Honda filed a standard report with U.S. safety regulators for each of these four incidents, its reports tellingly omitted the most critical detail of these incidents: the Defective Airbags posed a

substantial risk of serious injury or death when deployed. In later submissions to NHTSA, Honda admitted that it had received still other complaints in this timeframe:

- a. On July 25, 2008, Honda received an unidentified complaint related to Takata driver-side airbag ruptures.
- b. On September 11, 2008, Honda received notice of a complaint regarding an “unusual” driver-side airbag deployment.

137. Takata shared the results of the inflator survey analysis with Honda on October 2, 2008. That analysis indicated an airbag inflator problem. Honda and Takata claimed, however, that only a small number of inflators were affected.

138. As a result, Honda issued a recall, but only for 3,940 vehicles in the United States. This November 2008 recall involved certain 2001 Honda Accord and Civic vehicles with airbags that “could produce excessive internal pressure,” causing “the inflator to rupture,” spraying metal fragments through the airbag cushion (“2008 Recall”). Honda reported that it learned of the problem from a June 2007 claim, and falsely assured regulators that it had identified all “possible vehicles that could potentially experience the problem.”

139. Even as Takata and Honda advocated a minuscule recall focused on older models—less than 0.1 percent of the total Honda recall to date—at about the same time, in April 2009, Takata engineers scrambled to repair a flaw in a machine at the Monclova, Mexico factory that made the airbag propellant more volatile, according to materials from a company presentation given that year.

**B. 2008-2009: Additional Incidents, the 2009 Honda Recall (09V-259), and Honda’s and Takata’s Misleading Reporting to NHTSA**

140. Additional incidents took place after the 2008 Recall that underscored its inadequacy:

- a. On April 27, 2009, six months after the limited 2008 recall, a Takata airbag in Jennifer Griffin's 2001 Honda Civic exploded after a minor accident in Orlando, Florida. The explosion sent a two-inch piece of shrapnel from the Defective Airbag flying into Ms. Griffin's neck. Although Ms. Griffin survived, when highway troopers found her, she was bleeding from a severe gash in her neck. Ms. Griffin's car was not part of the 2008 Recall. Honda received notice of the incident no later than September 2009, and likely months earlier in July towards the beginning of its correspondence with NHTSA regarding the upcoming 2009 recall.
- b. On May 28, 2009, 18-year-old Ashley Parham of Oklahoma was killed while driving a 2001 Honda Accord when the Takata airbag in her car exploded after her car bumped another car in a parking lot. While she apparently survived the collision itself, the metal shrapnel that shot out of the exploding Defective Airbag sliced open her carotid artery and she bled to death. Ms. Parham's car was not part of the 2008 Recall.
- c. Another Takata airbag-related fatal incident took place in Virginia on June 9, 2009, and Honda ultimately settled a lawsuit brought by the decedent's family.
- d. According to one of its submissions related to the upcoming 2009 Recall, Honda received three additional Takata airbag unusual deployment complaints on July 27, July 31, and August 31, 2009.

141. With incidents mounting, Takata and Honda revisited the issue yet again. In June 2009, Takata reported to Honda that the defective airbag components had been made at its factory in Moses Lake, Washington. At the time, Takata engineers claimed that between 2000

and 2002, a flaw in a machine that presses air bag explosives into wafers had made the explosives unstable. The Takata engineers further claimed that with the defective airbags, explosives in the metal inflator, which would normally burn down and produce the nitrogen gas to inflate the air bag, instead burn aggressively and cause the inflator to burst, shooting hot fragments through the air bag's fabric.

142. After two years of investigation, Honda and Takata claimed that a machine at Takata's Moses Lake factory in Washington state had failed to compress chemicals firmly enough. That left the inflators vulnerable to moisture, potentially causing the bags to inflate more forcefully than they were supposed to. At that time, Takata also acknowledged that the defect covered a wider range of vehicles than initially estimated, but claimed that the plant had made numerous upgrades to its machinery in late 2002, which it claimed had improved the quality of its explosives.

143. In June 2009, Takata provided a follow up report to Honda on its November 2008 analysis, stating that issues related to propellant production appeared to have caused the improper inflator performance.

144. As a result of Takata's June 2009 follow-up report and the additional claims of "unusual deployments," on June 30, 2009, Honda issued another recall, this one covering 2001 and 2002 Civic, Accord, and Acura vehicles ("2009 Recall"). Thus, it was two months *after* Ms. Parham's death that Honda expanded its 2008 Recall to include the model she drove.

145. In August 2009, NHTSA's Recall Management Division sent Honda an information request to explain why it did not include 2009 Recall vehicles in the 2008 Recall, and "to evaluate the timeliness of [Honda's] recent defect decision."

146. NHTSA also wanted to know “the difference between the driver’s airbag inflators in those vehicles from the inflators in the 09V-259 vehicles and explain how this distinction, or any other between the two sets of vehicles, convinced [Honda] at the time that it did not need to include the latter set in the 08V-593 recall population.”

147. NHTSA’s Recall Management Division further requested that Honda provide complaints, lawsuits, warranty claims, and field reports, along with an explanation of the “unusual driver-side airbag deployments” and Honda’s investigative efforts.

148. In Honda’s September 16, 2009 reply to NHTSA, the automaker said that its information about the “unusual driver airbag deployments” came from Takata: “[w]e understood the causal factors to be related to airbag propellant due to handling of the propellant during airbag inflator module assembly.”

149. Honda also reported, based on information from Takata, that the problem with the airbags was isolated to the “production of the airbag propellant prior to assembly of the inflators.” Specifically, the cause was “related to the process of pressing the propellant into wafers that were later installed into the inflator modules,” and limited to “a specific production process” involving one high-precision compression press that was used to form the propellant into wafers, the automaker told NHTSA.

150. Honda also disclosed to NHTSA that it had fielded nine complaints and one lawsuit related to the 2008 and 2009 Recalls. Honda also finally informed NHTSA about the 2004 incident involving an “unusual deployment” of the vehicle’s airbag. Honda claimed that it “only recently [was] reminded of this incident,” and that, until recently, Honda “had not associated it with the [2008 Recall] campaign.”

151. Through a November 20, 2009 request, NHTSA also sought information from Takata. Takata submitted a partial response to NHTSA on December 23, 2009 (“Partial Response”), and then a full response on February 19, 2010 (“Full Response”). Both responses provided vague and misleading information about the seriousness of the problem.

152. Takata claimed that there were no substantive design differences between the inflators in the airbags at issue in the two recalls, but cited differences in the production processes between the lots.

153. Takata also claimed that the defects only existed in specific lots manufactured between certain dates. It claimed that the inflators involved in the 2008 Recall were manufactured between October 29, 2000 and December 1, 2000, and that inflators involved in the 2009 Recall were manufactured between August 23, 2000 and February 25, 2001. Takata did not provide the dates the inflators were shipped, as NHTSA requested, because, as Takata admitted, its records did not have that information. Instead, it gave just the manufacturing dates.

154. In its Full Response, Takata claimed that the defect identified in the 2009 Recall was the result of a single compression press (the “Stokes press”) in a single plant. Takata further claimed that while it did manufacture 2,400 inflators using the same process as the defective inflators, the design was different and “[t]herefore, Takata is convinced that the inflators sold [redacted] contain no safety-related defect.”

155. Takata falsely wrote in its Full Response that it “believed - [redacted] - that expanding the recall to include all vehicles equipped with inflators manufactured with Stokes propellant produced through and including February 28, 2001 would capture all inflators with tablets that had a risk of producing overly energetic combustion. This recommendation, as well as the analysis that supported it, was presented to Honda on June 12, 2009.”

156. In both the Partial Response and the Full Response, Takata stated: “Takata has not provided any airbag inflators that are the same or substantially similar to the inflators in vehicles covered by Recalls 08V-593 [in 2008] and 09V-259 [in 2009] to any customers other than Honda. The physical characteristics of the inflator housing used in the Honda vehicles subject to these recalls are unique to Honda.” This statement would prove to be false.

157. Based on Takata’s and Honda’s misrepresentations and omissions concerning the nature and scope of the Inflator Defect, NHTSA closed its investigation into the Takata airbags on May 6, 2010.

158. In the months following NHTSA’s 2009/2010 request for information, Takata engineers came up with yet another purported explanation for the ruptures; specifically, that in September 2001, machine operators at the Moses Lake, Washington plant could have inadvertently switched off an “auto reject” function that weeded out poorly made explosives that can become unstable. However, Takata assured Honda at the time that, “as part of the upgrades at that plant, in September 2002, the supplier had added a locking mechanism that prevented workers from turning the auto-reject function off.”

159. The *Wall Street Journal* further reported that “Honda and Takata discovered more problems. At Moses Lake, employees had switched off a mechanism that automatically checked whether the right amount of propellant was loaded in inflators; at a plant in Monclova, Mexico, a dehumidifier that kept parts dry hadn’t been turned on. At times poor record-keeping meant Honda and Takata couldn’t figure out which cars had defective bags.”

**C. 2010: The 2010 Recall (10V-041) and Honda’s Shifting Explanations**

160. Honda’s and Takata’s ongoing cover-up and ineffective recalls continued to cost lives. In December 2009, a 2001 Honda Accord driven by Gurjit Rathore, 33, hit a mail truck in



Richmond, Virginia. Her air bag exploded, propelling shrapnel into her neck and chest, and she bled to death in front of her three children, according to a lawsuit filed by her family.

161. In February 2010, only months after its previous recall, Honda announced a third recall for an additional 379,000 vehicles across a number of models (“2010 Recall”).

162. Honda’s explanation for the airbag defect changed yet again, but still misleadingly focused on the manufacturing process. Honda explained that of the two different manufacturing processes used in the preparation of an airbag propellant, one process was within specification and the other was not. Honda’s expanded recall supposedly reached those vehicles employing airbags that had utilized manufacturing processes not within specification.

163. Once again, however, injuries continued to mount:

- a. In April 2010, two months after the 2010 Recall, the Takata airbag in Kristy Williams’s 2001 Honda Civic exploded while she was stopped at a traffic light in Morrow, Georgia, sending metal shards into her neck and causing profuse bleeding. She survived only because she applied pressure with her fingers to stem the arterial bleeding.
- b. On November 8, 2010, Suetania Emmanuel of St. Croix, U.S. Virgin Islands was driving a 2002 Honda Civic when the Takata airbag exploded and sent shards of metal into her face and throat.

**D. 2011-2012: Mounting Honda Recalls, Including the 2011 Recall (11V-260)**

164. In April 2011, Honda filed a Part 573 Defect and Noncompliance report for 2,430 replacement service part airbag modules that might have been installed in vehicles covered by previous recall expansions (“2011 Recall”). Honda was unable to determine which vehicles

contained the defective replacement parts, forcing it to recall all 833,277 vehicles that might have had the part installed.

165. According to documents submitted with the 2011 Recall, on August 15, 2011, Honda became aware of an August 1, 2011 “energetic deployment of a driver’s airbag inflator that was outside of the prior range of suspect inflators.” On September 2, 2011, Honda and Takata began an analysis of these so-called “outside of range” occurrences.

166. Further underscoring the instability of the ammonium-nitrate propellant, on or about September 14, 2011, Honda and Takata began investigating the possibility that airbag inflator propellant lots were mixed during airbag inflator assembly, prompting further analysis of airbag inflator production records for the period when propellant was processed by the suspect method.

167. Honda reported its death and injury tallies to regulators only in a confidential submission in December 2011, when it issued a fifth limited recall for the rupture defect, according to NHTSA. That recall expanded Recall No. 11V-260 (April 2011), to include an additional 272,779 Honda and Acura vehicles. The expanded recall also included another 640 airbags sold as replacement parts; however, because Honda could not determine on which vehicles the 640 replacement airbags were installed, an additional 603,241 vehicles had to be recalled. Collectively, 1.7 million Honda and Acura vehicles had been recalled by the end of 2011 because they contained Takata-manufactured airbags.

168. In the meantime, Honda and Takata quietly continued their internal investigation into the Inflator Defect. According to Honda, an exploding airbag in Puerto Rico in October 2011 prompted Honda to ask permission from NHTSA to collect “healthy” airbag modules to see if “abnormal combustion was possible.” The collection began on March 14, 2012, and by

November 21, 2012, Honda in fact found that even its so-called “healthy” airbags could abnormally combust in certain conditions.

169. Notably, in or about December 2012, NHTSA’s Office of Defects Investigation (“ODI”) notified Honda that there were numerous injury or death incidents listed on a spreadsheet Honda provided to NHTSA in connection with NHTSA’s Takata investigation that were *not* previously provided to NHTSA under the early warning reporting system established by the TREAD Act. In late 2014, Honda ultimately admitted that it failed to report 1,729 serious accidents resulting in injuries or deaths to NHTSA between 2003 and 2014. Eight of these incidents involved Takata airbags. In January 2015, Honda agreed to pay a \$70 million fine for this startling failure.

170. Toyota also received additional direct notice of the Inflator Defect in this timeframe. Starting in September 2012, Toyota received field reports of three U.S. vehicles with fractured inflators—two were front passenger side airbags that deployed inadvertently. Toyota recovered 144 in-use inflators from both the Japan and U.S. markets for Takata to evaluate. In February 2013, Takata informed Toyota that some of the propellant wafers found within the recovered inflators were cracked, possibly due to lower material density.

171. Dangerous and tragic incidents continued to mount during this period.

- a. On April 20, 2011, an unidentified man was hurt in Puerto Rico when the Takata driver-side airbag ruptured in his 2001 Honda Accord LX. His attorney notified NHTSA on May 26, 2011.
- b. On September 20, 2011, Eddie Rodriguez crashed his Honda Civic in Puerto Rico, deploying airbags that launched sharp pieces of metal toward him. Honda reached a confidential settlement with the driver in 2013.

- c. On October 20, 2011, there was an alleged rupture of a passenger side airbag in Puerto Rico; Honda obtained the vehicle for analysis on February 3, 2012.
- d. On December 4, 2011, Miranda Perez suffered left eye blindness due to a Defective Airbag rupture while driving her 2003 BMW M3 in Buffalo, New York.
- e. On March 2, 2012, Angelina Sujata suffered chest injuries due to a Takata airbag rupture while driving her 2001 Honda Civic in Chapin, South Carolina.
- f. On March 8, 2012, Sharonda Blowe of Jacksonville, Florida was severely injured while driving a 2001 Honda Accord when she was struck in the head by pieces of metal exploding out of a Defective Airbag. Ms. Blowe brought suit and reached a confidential settlement.
- g. On September 2, 2012, Monique Roig suffered facial injuries due to a Defective Airbag rupture while riding in a 2001 Honda Civic in Miami-Dade County, Florida.

**E. 2013-2014: Takata's Belated Admissions of Broader Defects and the 2013 Recall (13V-132)**

172. By 2013, it became clear to federal regulators, and Defendants were already aware, that the Defective Airbag issue and the number of Defective Airbags were much more significant than Takata or Honda initially reported to NHTSA.

173. On February 8, 2013, NHTSA and Honda met to discuss the "ongoing investigation" into Honda's defective Takata airbags. By March 6, 2013, Honda claimed that:

A recreation of propellant production using the same methods as were used during 2001-2002 production periods indicated that it was possible for propellant produced during 2001-2002 to be manufactured out of specification without the manufacturing processes correctly identifying and removing the out of specification propellant. Separately, Honda was informed by the supplier of

another potential concern related to airbag inflator production that could affect the performance of these airbag modules.

174. In February and March 2013, Takata notified Nissan and Mazda that it was investigating airbag quality. Separately, Takata advised Honda “of another potential concern related to airbag inflator production that could affect the performance of these airbag modules.”

175. On April 10, 2013, Honda filed a Recall Notification (“2013 Recall”) for an additional 561,422 vehicles that could be affected by the following part defect:

**Defect description:**

In certain vehicles, the passenger’s (frontal) airbag inflator could produce excessive internal pressure. If an affected airbag deploys, the increased internal pressure may cause the inflator to rupture. In the event of an inflator rupture, metal fragments could be propelled upward toward the windshield, or downward toward the front passenger’s foot well, potentially causing injury to a vehicle occupant.

176. On April 11, 2013, Takata filed a Defect Information Report titled “Certain Airbag Inflators Used as Original Equipment.” In that report, Takata misleadingly attributed the defect to isolated manufacturing flaws, describing the Defective Airbags as follows:

Some propellant wafers produced at Takata’s plant in Moses Lake, Washington, between April 13, 2000 and September 11, 2002 may have been produced with an inadequate compaction force. . . . In addition some propellant wafers used in inflators produced at Takata’s plant in Monclova, Mexico between October 4, 2001 and October 31, 2002, may have been exposed to uncontrolled moisture conditions. Those wafers could have absorbed moisture beyond the allowable limits . . . . In both cases, the propellant could potentially deteriorate over time due to environmental factors, which could lead to over-aggressive combustion in the event of an air bag deployment. This could create excessive internal pressure within the inflator, and the body of the inflator could rupture.

177. It was not until its April 2013 Defect Information Report that Takata finally admitted that the defective inflators were installed as original equipment in vehicles manufactured by companies other than Honda, including Toyota, Nissan, Mazda, and BMW.

Takata did not know, however, how many inflators were installed as original equipment in vehicles manufactured by companies other than Honda.

178. In April 2013, based on Takata's new admissions, six major automakers, including Nissan, Mazda, BMW, Pontiac, and Honda, issued recalls of 3.6 million vehicles containing Takata airbags. The other Defendants, by contrast, issued no recalls, falsely representing that their vehicles were safe.

179. With the increased awareness and scrutiny, news of incidents became more widespread:

- a. On August 5, 2013, Joseph Nasworthy of Jacksonville, Florida suffered severe lacerations to his eye and nose when the Takata airbag exploded upon deployment in his 2005 Honda Civic.
- b. On September 1, 2013, Stephanie Erdman of Destin, Florida was driving a 2002 Honda Civic when she was hit in the eye by shards of metal that shot from the Takata airbag. Ms. Erdman filed suit and reached a confidential settlement.
- c. Also in September 2013, when police got to the scene of a minor car accident in Alhambra, California, they thought the driver, Hai Ming Xu, had been shot in the face. In fact, he was killed by shrapnel exploding from the Takata airbag in his 2002 Acura TL that deployed when it hit the wall of a building. As *The New York*

*Times* reported:

The authorities have not determined a reason for the injuries, though his coroner's report cited tears in his airbag and facial trauma from a foreign object. And problems persist with Honda's reporting of potential defects.

In at least four more recent suspected ruptures, including the one linked to [the California driver's] death, Honda has not filed a so-called early warning report with safety regulators, as is required in cases where there is a claim of defect that resulted in an injury or death, according to case lawyers and legal filings.

- d. On October 12, 2013, Brandi Owens of Forsyth County, Georgia was injured in a low-speed accident when the driver's side Takata airbag of her 2013 Chevy Cruze exploded and detached from the steering wheel. According to a lawsuit, metal from the airbag hit Owens in the face and left her blind in one eye.

180. By 2014, the incident rate picked up even more dramatically, with over a dozen incidents involving injuries or fatalities in Nissan, Honda, Toyota, Chevy, and Mazda vehicles taking place in a variety of regions in the country, from humid Puerto Rico to far drier Massachusetts and California. For example:

- a. On February 19, 2014, a Takata passenger airbag ruptured and sprayed metal fragments at the passenger following a crash in a 2007 Chrysler 300.
- b. On February 20, 2014, a Takata driver's side airbag in a 2003 Dodge Ram 1500 ruptured and ejected metal fragments following an accident. The driver suffered severe physical injury as a result.
- c. On March 14, 2014, Susan Cosgrove of Fremont, California was injured in a low-speed accident while driving a 2013 Chevy Cruze. The Takata-related recall notice on her car arrived at her residence after the incident.
- d. On May 29, 2014, Corey Burdick of Eustes, Florida was driving a 2001 Honda Civic when the airbag deployed and sent shards of metal into his eye.
- e. In June 2014, a low-speed accident involving a 2005 Honda Accord in Los Angeles, California, caused the car's driver-side airbag to "detonate," sending hot metal and plastic shrapnel into the cabin.

181. With accidents proliferating, Takata met with NHTSA officials on May 20, 2014 to provide information about inflator ruptures not covered by previous recalls. At that meeting,

Takata noted that “all six of the potentially-relevant rupture incidents had occurred in either Florida or Puerto Rico.” The referenced incidents included both passenger and driver side airbags. This statement omitted one of the earliest incidents, Ms. Weaver’s 2003 accident in Arizona, as well as later incidents in drier locales, as noted above.

182. On June 11, 2014, NHTSA’s ODI published an ODI Resume for a preliminary evaluation of Investigation No. PE 14-016. That document stated that NHTSA was opening an investigation “in order to collect all known facts from [Takata] and the vehicle manufacturers that it believes may have manufactured vehicles equipped with inflators produced during the same period as those that have demonstrated rupture events in the field.”

183. Also on June 11, 2014, Takata informed NHTSA that it “believes that an [sic] number of the inflators identified above were provided to the following vehicle manufacturers for use in vehicles sold in the United States (the manufacturers are listed in alphabetical order): BMW, Chrysler, Honda, Mazda, Nissan, and Toyota.” Takata’s June 11, 2014 letter further stated:

If we determine that any of those inflators were sold to other vehicle manufacturers, we will let you know promptly. Takata is not certain which models or model years of vehicles are equipped with the subject inflators, and it does not know how many of those vehicles were sold in or are registered in the States to be covered by the requested field actions. That information will need to be obtained from the affected vehicle manufacturers.

184. On June 20, 2014, Honda issued additional recalls for a total of nearly 4.5 million Honda and Acura vehicles that contained Defective Airbags.

185. On June 26, 2014, GM recalled over 29,000 Chevrolet Cruze vehicles because the Defective Airbags have a tendency to not deploy at all or rupture and cause metal fragments to strike and severely injure vehicle occupants.



186. Though the first Takata Airbag related recall was launched years earlier, New Chrysler failed to initiate a field action or recall until 2014. Just prior to the New Chrysler field action in June of 2014, which covered a mere 208,700 older-model vehicles in Florida, Hawaii, Puerto Rico, and the U.S. Virgin Islands, New Chrysler told the public that there was not a safety defect with its inflator. New Chrysler stated:

Chrysler Group has agreed, in principle, to honor a National Highway Traffic Safety Administration request to replace airbag inflators in certain vehicles registered in four U.S. regions... This is not a safety recall. Chrysler Group has not identified a defect. This is a field action conducted out of an abundance of caution.

187. By the end of June 2014, the number of vehicles that had been recalled due to Takata's Defective Airbags had increased to over 6 million, a small fraction of the total recall. The Vehicle Manufacturer Defendants, however, had still not recalled all of the vehicles containing Defective Airbags.

188. On July 8, 2014, Honda expanded a "two million vehicle air bag recall by as many as one million more vehicles in California." *The New York Times* reported that "[a] defective inflator could explode in a crash, sending shards of its metal casing into the passenger compartment. The inflator was made by Takata Corporation, which has said the propellant inside the inflator was not properly prepared and was too powerful."

189. In August 2014, Honda issued yet another recall of Honda and Acura vehicles, its ninth for the defect—bringing the total of recalled Honda and Acura vehicles to six million.

190. The tragic pattern of mounting injuries and casualties in the face of Defendants' sluggish response continued:

- a. On June 25, 2014, Patricia Mincey was rendered quadriplegic due to a Takata airbag rupture while driving her 2001 Honda Civic in Jacksonville, Florida.

- b. On July 7, 2014, Claribel Nunez of Hialeah, Florida suffered severe wounds to her forehead from shrapnel that exploded out of a Takata airbag in her 2001 Honda Civic.
- c. On July 22, 2014, Joshua Reliford suffered severe facial and brain injuries due to a Takata airbag rupture while driving his 2001 Honda Civic in McCracken County, Kentucky.
- d. On July 28, 2014, Francisco Demarco died due to a Takata airbag rupture while riding in the passenger seat of a 2007 Honda Accord in Palm Beach County, Florida.
- e. On August 17, 2014, a Takata airbag ruptured after an accident in a 2007 Ford Mustang, deploying with abrupt force and ejecting a metal fragment into the driver's leg. Ford was notified of the incident.
- f. On October 2, 2014, Florida resident Hien Tran died, four days after her 2001 Honda Accord struck another car in Orlando and the Takata airbag exploded, sending shrapnel into her neck. The medical examiner stated that the shrapnel tore through the airbag, hitting Ms. Tran and causing "stab-type wounds" and cutting her trachea. Indeed, her death was initially investigated as a homicide by detectives. A week after she died, she received a letter in the mail from Honda urging her to get her car fixed because of faulty airbags that could explode.
- g. On October 4, 2014, Devon Rideout suffered permanent loss of vision due to an alleged Takata airbag rupture while riding passenger in a 2001 BMW 330i in Chesapeake City, Virginia.

**F. 2014-2015: Forced National Recall And Takata's Admission of a Defect**

191. On October 22, 2014, NHTSA expanded the recall list to cover ten automakers and 7.8 million vehicles, over 5 million of which were Hondas. In a Consumer Advisory dated October 22, 2014, NHTSA sent an urgent warning to the owners of the now "7.8 million Affected Vehicles":

The National Highway Traffic Safety Administration urges owners of certain Toyota, Honda, Mazda, BMW, Nissan, Mitsubishi, Subaru, Chrysler, Ford and General Motors vehicles to act immediately on recall notices to replace defective Takata airbags. Over seven million vehicles are involved in these recalls, which have occurred as far back as 18 months ago and as recently as Monday. The message comes with urgency, especially for owners of vehicles affected by regional recalls in the following areas: Florida, Puerto Rico, limited areas near the Gulf of Mexico in Texas, Alabama, Mississippi, Georgia, and Louisiana, as well as Guam, Saipan, American Samoa, Virgin Islands and Hawaii.

192. On October 29, 2014, NHTSA sent letters to ten automakers regarding the safety risks posed by the Takata airbags. The letter stated that "[t]he ongoing cooperation of all manufacturers who have recalled vehicles is essential to address this safety risk," and that the "NHTSA team is engaged with you in critical work to better understand the failures and take action to remedy the safety risk . . . ." NHTSA's letter also asked the automakers to provide NHTSA with information as to their recall process, urged a faster response from them, and stated that "more can and should be done as soon as possible to prevent any further tragedies."

193. The U.S. Department of Justice also began investigating whether Takata committed any crimes. On November 13, 2014, the United States District Court for the Southern District of New York issued a federal grand jury subpoena to Takata and Honda.

194. By November 18, 2014, it was clear to NHTSA that even the extensive recalls to date were insufficient. NHTSA therefore demanded a national recall of Chrysler, Ford, Honda, Mazda, and BMW vehicles with certain driver-side airbags made by Takata.

195. Takata refused to support a national recall at a hearing before the U.S. House of Representatives Energy and Commerce Subcommittee on December 3, 2014, claiming there was “not enough scientific evidence” to support a national recall. Yet, as NHTSA Administrator David Friedman stated, “when we saw real-world incidents on the driver side, one in California, we pushed Honda to make sure that their recall covered that region. Then very recently, we became aware of a driver side incident in North Carolina. With six total incidents, two of which are outside that region, we can no longer support a regional recall. Our policy is clear: Recalls must be nationwide unless the manufacturers can demonstrate that they are regional. With the new data, it is clear they can no longer demonstrate that the region that was used before was appropriate for driver side airbags.”

196. The geographic scope of the incidents undermined Takata’s focus on humidity as the defining contributor to the dangerous ruptures. As Mr. Friedman explained, “[o]ne of the most frustrating parts about this is that neither the automakers nor Takata have been able to get to the bottom of the root cause on this. We have been pushing them to do so.”

197. As of the December 3, 2014 House of Representatives hearing, Honda, Ford, Chrysler, and Toyota had all agreed to a nationwide recall, principally for driver side airbags. Days later, Mazda expanded the geographic scope of its recall. By December 23, BMW had also agreed to a nationwide recall.

198. Having misrepresented and omitted the nature and scope of the Inflator Defect for over a decade, 10 vehicle manufacturers met in December 2014 to “sort out a way to understand the technical issues involved.” Some defendants, including Volkswagen and Mercedes, were shockingly absent. A few months later, in March 2015, Honda announced an advertising campaign to promote the recall—a step it could and should have taken a decade ago. A few days

later, Honda announced another 105,000 vehicles that needed to be recalled (Recall 15V-153), consisting of vehicles that should have been part of the 2014 recalls.

199. Frustrated by Takata's continual foot-dragging, NHTSA imposed a \$14,000 per day fine that started on Friday, February 20, 2015, concluding that Takata had not been forthcoming with the information. Days later, NHTSA demanded that Takata preserve all airbag inflators removed through the recall process.

200. In response to public scrutiny and pressure from NHTSA and private plaintiffs, Defendants were forced to consult with external explosives and airbag specialists, and performed additional testing on Takata's airbags. This testing confirmed what Defendants already knew: Takata's airbags containing ammonium nitrate were defective and prone to over-aggressive deployment and rupture.

201. In light of this testing, Takata was unable to deny the existence of the Inflator Defect any longer. On May 18, 2015, Takata filed four Defect Information Reports ("DIRs") with NHTSA and agreed to a Consent Order regarding its (1) PSDI, PSDI-4, and PSDI-4K driver air bag inflators; (2) SPI passenger air bag inflators; (3) PSPI-L passenger air bag inflators; and (4) PSPI passenger air bag inflators, respectively. After concealing the Inflator Defect for more than a decade, Takata finally admitted that "a defect related to motor vehicle safety may arise in some of the subject inflators." And in testimony presented to Congress following the submission of its DIRs, Takata's representative admitted that the use of ammonium nitrate is a factor that contributes to the tendency of Takata's airbags to rupture, and that as a result, Takata will phase out the use of ammonium nitrate.

202. Still, even Takata's defect admission is inaccurate and misleading, because the Inflator Defect is manifest in each of Takata's airbags containing ammonium nitrate. And

shockingly, certain Vehicle Manufacturer Defendants continue to equip new vehicles with airbags containing ammonium nitrate, even after admitting that airbags containing ammonium nitrate as the primary propellant are prone to rupture, and thus create an unacceptable public safety hazard.

203. Further, in its DIRs, Takata acknowledged that the Inflator Defect is present in inflators that were installed in vehicles as replacement parts through prior recalls, necessitating a second recall of those vehicles.

204. As a result of Takata's admission that its inflators are defective, the total number of recalled vehicles nationwide will exceed 40 million. While Takata has records tracking which manufacturers it sold Defective Airbags to, it claims not to have records indicating which vehicles those Defective Airbags were installed in. The Vehicle Manufacturers possess those records, however, and are thus in the process of identifying which vehicles must be recalled based on Takata's DIRs and its corresponding admission that its airbags are defective.

205. In the meantime, the risk of injury remains very real, and is exacerbated by Defendants' poor execution of the recalls, as discussed in Section V, *infra*.

- a. On November 19, 2014, Racquel Hudson suffered extensive first and second degree burns due to a Takata airbag rupture while driving her 2004 Honda Odyssey in San Antonio, Texas.
- b. On December 12, 2014, the driver-side airbag in a 2002 BMW 325 parked in the owner's driveway deployed with such energy that it melted and burned the dashboard and ceiling panel, created burn marks throughout the cabin, and shattered the front windshield.

- c. On December 31, 2014, the Takata driver-side airbag in a 2008 Mazda 6 deployed following an accident, ejecting metal fragments that injured the driver's face.
- d. On January 18, 2015, Carlos Solis was killed in an accident in Houston, Texas, and a ruptured Takata airbag was the suspected cause.
- e. On April 5, 2015, the Takata driver-side airbag in a 2005 Honda Accord ruptured, sending metal shards and shrapnel into the vehicle and severing 22-year old Kylan Langlinais's carotid artery; Honda's recall notice arrived two days after the crash, and Ms. Langlinais died from her injuries that same day.

206. In September 2015, NHTSA was forced to contact Volkswagen and Mercedes to seek information regarding their uses of Takata airbags. Consistent with Defendants' long pattern of behavior, and despite the increasingly irrefutable evidence of the inherent, uniform defect in Takata's ammonium-nitrate inflators, Volkswagen wrote to NHTSA in February 2016, in an effort to push back against the inclusion in comprehensive recalls of its own defective vehicles. Eventually, in its Third Amended Coordinated Remedy Order, issued December 9, 2016, NHTSA expanded the recall to Volkswagen and Mercedes.

207. Over the past 15 years that Defendants and Takata knew there was a problem with the safety of its airbags, there have been at least 22 deaths and hundreds of injuries linked to defective Takata airbags worldwide. As detailed above, the incidents date back to at least 2003, and involve vehicles made by Defendants. Each of the Defendants knew of the Inflator Defect by virtue of these incidents—in addition to many other sources—but failed to disclose the nature and scope of the Inflator Defect, choosing to put their customers' lives at risk in order to avoid expensive recalls.

208. The Defendants were on further notice due to unusual Takata airbag deployments that should have prompted further inquiry into the airbags' fitness for use. A review of publicly-available NHTSA complaints shows dozens of incidents of Takata airbags inadvertently deploying in the Class Vehicles—events likely tied to the unstable and volatile ammonium-nitrate propellant. These complaints started as early as September 2005, and involve vehicles manufactured by Acura (Honda), BMW, Dodge (Chrysler), Ford, Mitsubishi, Pontiac, Subaru, and Toyota. Some of these incidents showed still further signs of the Inflator Defect, including airbags that deployed with such force that they caused the windshield to crack, break, or shatter, and others that caused unusual smoke and fire (or both). For example:

- a. Takata airbags inadvertently deployed and caused windshields to crack, shatter, or break in a 2004 Mitsubishi Lancer on November 23, 2006, a 2003 Toyota Corolla on May 3, 2010, a 2003 Toyota Matrix on August 17, 2010 (in addition to causing unusual smoke), and a 2003 Toyota Matrix on January 29, 2012 (in addition to damaging the dashboard).
- b. Takata airbags inadvertently deployed and caused unusual smoke and heat in a 2003 Acura MDX on January 29, 2012, causing the driver skin burns, and a 2003 Toyota Corolla on March 17, 2014.

**IV. The Vehicle Manufacturer Defendants Sold Their Vehicles As “Safe” and “Reliable”**

209. At all relevant times, in advertisements and promotional materials, the Vehicle Manufacturer Defendants continuously maintained that their vehicles were safe and reliable and uniformly concealed the Inflator Defect. Plaintiffs, directly or indirectly, were exposed to these advertisements or promotional materials prior to purchasing or leasing Class Vehicles. The



misleading statements about Class Vehicles' safety in Defendants' regulatory filings, advertisements, and promotional materials were material to decisions to purchase Class Vehicles.

210. Examples of the Vehicle Manufacturers' safety and reliability representations, from 2000 through the present, include the following:

a. **BMW:**

- i. In 2005, BMW represented on its website: "Driver's and passenger's front airbag supplemental restraint system (SRS) with 'smart' dual-threshold, dual-stage deployment and sensor to help prevent unnecessary passenger's airbag deployment."
- ii. In 2008 BMW represented on its website: "The driver and front passenger airbags provide effective protection for the head and upper-torso area, preventing contact with the steering wheel and dashboard. In a head-on collision, you have the best possible protection."
- iii. In 2008 BMW represented on its website: "The principle behind the function of the front airbags for driver and passenger is very simple: in the event of an impact with a force greater than the safe threshold, the airbag sensors activate a substance that causes the airbags to instantly inflate. Within a fraction of a second, the airbags form a protective cushion over the steering wheel and dashboard, significantly reducing the risk of cranial and upper body injuries."
- iv. In 2015, BMW represented on its website: "There is no end to our quest for the next innovation. And it's not just about greater power and more efficient performance. It's also about safety. We prepare our vehicles to expect the unexpected."

b. **New Chrysler:**

- i. The 2009 Chrysler 300 brochure stated that: “[n]o one wants to test a vehicle’s impact resistance, but 300 is ready, if it occurs.... Advanced multistage front air bags deploy in staged amounts, depending on impact severity, while available front seat-mounted side air bags with supplemental front and rear side-curtain air bags offer additional side-impact protection to front and rear outboard occupants.”
- ii. The 2011 Dodge Dakota brochure claimed that the: “Dakota heritage of protecting you and your passengers is uncompromising. In addition to the many safety and security features listed here, all 2011 Dakota models now feature supplemental side-curtain air bags as standard equipment and, of course, four-wheel ABS.”
- iii. The 2011 Jeep Wrangler brochure asserted that: “Wrangler’s got your back, your sides, as well as your front end. Just as Wranglers are purpose-built for fun, they’re also infused with advanced active and passive systems designed to help keep you safe and secure. At the forefront are the standard advanced multistage front air bags.”
- iv. The 2011 Chrysler 300 brochure included the slogan: “[t]his kind of safety gives you that kind of security.” The brochure further advertised that: “advanced multistage front air bags, supplemental front-seat thorax side air bags, driver-knee air bag, and supplemental side-curtain air bags for front and rear outboard occupants are all standard.”

- v. A February 9, 2012 press release boasted that the 2012 Chrysler 300 and 2012 Dodge Charger had achieved 5-star safety ratings from NHTSA, and it boasted that the Chrysler 300 and Dodge Charger were named a “Top Safety Pick” by the Insurance Institute for Highway Safety. The press release further quoted the Senior Vice President-Engineering of Chrysler, who stated: “we’re very pleased that both the 2012 Chrysler 300 and 2012 Dodge Charger have achieved the highest overall rating” and that: “both vehicles are robustly designed with a rigid structure to protect occupants and have numerous advanced safety features.”
- vi. The 2012 Dodge Charger brochure highlighted that the Charger was a 2011 Insurance for Highway Safety (“IHS”) top safety pick. The brochure further stated that: “[s]afety and security are the driving principles behind every Dodge vehicle, including Charger” and that: “[a]dvanced multistage front air bags, supplemental front-seat mounted pelvic-thorax side air bags, driver-side knee air bag, and supplemental side-curtain air bags for front and rear outboard occupants are all standard.”
- vii. Just prior to the New Chrysler field action in June of 2014, New Chrysler told the public that there was not a safety defect with its inflator. New Chrysler stated: “Chrysler Group has agreed, in principle, to honor a National Highway Traffic Safety Administration request to replace airbag inflators in certain vehicles registered in four U.S. regions... This is not a safety recall. Chrysler Group has not identified a defect. This is a field action conducted out of an abundance of caution.”

- viii. In 2017, New Chrysler's website listed its mission as: "To create the type of exciting, efficient, reliable, safe vehicles you expect and deserve."
  - ix. In 2017, New Chrysler described the design of the 2007–2017 Jeep Wrangler on Jeep's website as: "With an all-new frame, exterior and interior design, engine, safety and security and convenience features, the Jeep Wrangler was built on the successful, original Jeep Brand formula."
- c. **GM Defendants:**
- i. In its 2010 Annual Report, GM Parent proclaimed its products would "improve safety and enhance the overall driving experience for our customers."
  - ii. In an April 2010 video advertisement, GM Parent Chairman and CEO, Ed Whitacre, stated that New GM was "designing, building, and selling the best cars in the world," and has "unmatched lifesaving technology" to keep customers safe.
  - iii. On November 10, 2010, New GM published a video that told consumers that New GM actually prevents any defects from reaching consumers. The video, titled "Andy Danko: The White Glove Quality Check," explains that there are "quality processes in the plant[s] that prevent any defects from getting out."
  - iv. New GM's brochure for the 2010 Chevy Avalanche called the truck a "Four-Wheel Bodyguard," in connection with its airbags, and an "all-encompassing approach to safety." This model is subject to the Inflator Defect recalls.

- v. An August 29, 2011, advertisement on Defendants' website stated that "Chevrolet provides consumers with fuel-efficient, safe and reliable vehicles that deliver high quality, expressive design, spirited performance and value."
- vi. The promotional brochure for New GM's 2011 Cadillac Escalade series noted: "Passenger safety is a primary consideration throughout the engineering process." It also advised potential customers that "[a] look beneath the beautiful exterior reveals a comprehensive approach to safety."
- vii. Defendants published on their website a December 27, 2011, an interview with Gay Kent (General Motors Executive Director of Vehicle Safety and Crashworthiness), who stated, "[o]ur safety strategy is about providing continuous protection for our customers before, during and after a crash. . . . We design safety and crashworthiness into our vehicles very early in development." In the interview, Kent touted "GM's own internal requirements for vehicle safety and crashworthiness, which go above and beyond federal requirements."
- viii. An April 2012, New GM national advertising campaign slogan proclaimed: "Safety. Utility. Performance."
- ix. In a July 10, 2012, news release, Chris Perry (Chevrolet Global Vice President of Marketing) stated, "[w]e think customers who have been driving competitive makes or even older Chevrolets will be very pleased by today's Chevrolet designs, easy-to-use technologies, comprehensive safety and the quality built into all of our cars, trucks and crossovers."

- x. GM Parent's 2013 Annual Report asserts that "[n]othing is more important than the safety of our customers."
  - xi. During a presentation at the May 2014 North American Conference on Elderly Mobility, Gay Kent (General Motors Director of Global Vehicle Safety) stated that "[t]he safety of all our customers is our utmost concern."
  - xii. In December 2014, Defendants issued a news release touting the Insurance Institute for Highway Safety (IIHS)'s designation of four Chevrolet vehicle models as "Top Safety Picks," including some models subject to recalls due to the Inflator Defect.
  - xiii. In a February 2015 news release, Defendants advertised high rankings in a J.D. Power Vehicle Dependability Study for several models subject to the Inflator Defect recalls. The news release highlighted the GMC Sierra (which is subject to the Inflator Defect recalls) for becoming "the first full-size pickup to receive the highest-possible five-star Overall Vehicle Score for safety."
  - xiv. In 2017, Defendants' website stated: "Safety is always our priority. It's the main concern with each and every car we design and a driving principle of our company."
- d. **Honda:**
- i. In 2002, Honda represented on its website: "Having already earned top safety ratings with its quadruple five-star front- and side-impact crash test ratings, the 2002 Odyssey now offers the latest generation of airbag systems from Honda. Driver's and front passenger's dual stage airbags (SRS) along with driver's and front passenger's side airbags are now standard equipment

on all models . . . . Both front airbags have a dual-stage inflator that can deploy the airbag at one of two rates depending on the severity of the crash . . . . The front passenger's side airbag has an automatic cutoff system that is designed to prevent side airbag deployment if a child (or small statured adult) leans into the side airbag deployment path. Once the child returns to an upright position, the side airbag will be able to deploy and provide protection in the event of a side impact . . . . Building on the standard anti-lock braking system (ABS), new standard rear disc brakes result in improved stopping performance with higher resistance to brake fade and a more responsive brake pedal feel. Amber rear turn signals have been added, which help other drivers differentiate the indicators with increased clarity.”

- ii. In 2002, Honda represented in a commercial: “5-stars of frontal collision tests . . . that’s a safe car. Safe, get it through your head. To see what safe really means, take a look at a close look at the 2002 civic from Honda.”
- iii. In 2002, Honda represented in brochures: “Honda’s commitment to safe driving is in evidence throughout every vehicle . . . . Every new vehicle comes with dual front airbags (SRS), most using a dual stage design... All designed to keep you and yours out of harm’s way.”
- iv. In 2004, Honda represented in brochures: “A glance at the crash-test data posted by the U.S. government’s National Highway Traffic Safety Administration reveals a galaxy of 5-star ratings for Honda cars and trucks. In fact, five of our models to date – Accord Coupe, Civic Coupe, CR-V, Odyssey and Pilot – have earned the highest NHTSA crash-test ratings in

frontal and side impact testing . . . . It's a solid testament to our emphasis on safety.”

- v. In 2007, Honda represented on its website: “Through innovative original research, Honda has created advanced airbags that offer outstanding levels of occupant protection.”
- vi. In 2007, Honda also represented on its website: “Honda led the industry through advances such as driver and front passenger airbags with ‘dual output inflators’ that adjust the deployment force of the airbags to the severity of the crash.”
- vii. In 2007, Honda also represented on its website: “The Honda Accord is the first mid-size sedan to offer front, front-side and side curtain airbags as standard equipment. Accord earned a 5-star frontal impact rating from the U.S. government and a frontal ‘Best Pick’ from the Insurance Institute for Highway Safety (IIHS).”
- viii. In 2007, Honda also represented on its website: “Every Honda and Acura vehicle begins with a basic structure designed to be fundamentally safe, but we add advanced technology as standard equipment that can help the driver maintain control of the vehicle.”
- ix. In 2015, Honda represented on its website: “Honda is committed to providing safety for everyone—that means crash protection not only for our own drivers and passengers, but also for the occupants of other vehicles, and injury mitigation for pedestrians.” “As a leader, Honda looks beyond



government regulations, studying real world situations to develop new safety technologies for everyone.”

- x. In 2015, Honda represented on its website: “Acura believes driving a luxury car should be a highly enjoyable experience. And while we tend to dwell on the more exhilarating aspects of our vehicles, we consider your safety a top priority. . . . Safety has been top of mind with Acura engineers since day one. . . . Over the years, we’ve added many advanced safety technologies to the list, and the vast majority of them are now standard on every model.”

e. **Mazda:**

- i. In 2004, Mazda represented in brochures that its cars possessed “inspiring performance” and “reassuring safety features.”
- ii. In 2005, Mazda represented on its website: “[I]n every configuration, you’ll enjoy Mazda’s legendary performance, function, style and safety.”
- iii. In 2015, Mazda represented on its website: “In the realm of safety, Mazda’s aim is to achieve a safe and accident-free automotive society from the three viewpoints of vehicles, people, and roads and infrastructure. Specifically, the Company carries out research and development into safety technologies based on the Mazda Proactive Safety philosophy, which particularly respects the driver, and has released vehicles featuring the full suite of Mazda’s advanced safety technologies . . .”

f. **Mercedes**

- i. In a May 15, 2013 Mercedes press release on the Mercedes website, Dr. Dieter Zetsche, Chairman of the Board of Management of Daimler AG and

Head of Mercedes-Benz Cars said: “Rather than being about safety or aesthetics, power or efficiency, comfort or dynamism, our aspirations were ‘the best or nothing’ in every respect. No other car stands for the Mercedes-Benz brand promise more than the S-Class.”

- ii. In a June 18, 2014, Mercedes press release on the Mercedes website, Mercedes stated: “Hallmark Mercedes high level of safety- To make top-class safety available for everyone, the CLS-Class will in the future be fitted with a host of new assistance systems along with existing systems with upgraded functionality.”
- iii. In a March 22, 2016, Mercedes press release on the Mercedes website, Mercedes stated about its Coupe: “In keeping with the Mercedes-Benz tradition, the body forms the foundation for exemplary crash safety. A high-strength safety passenger compartment forms the core of this concept. It is surrounded by specially designed and crash-tested deformation zones, which ensure the best possible occupant safety. In addition to 3-point safety belts with pyrotechnical and reversible belt tensioning and belt-force limitation for driver, front passenger and those in the outer rear seats, numerous airbags serve to protect the vehicle’s occupants in an accident. These include combined thorax/pelvis side bags for driver and front passenger and an optimized window bag extending over both seat rows, optional side bags for the outer rear seats and a driver knee bag.”
- iv. In a September 1, 2015, press release on the Mercedes website, Prof. Dr. Thomas Weber, Member of the Daimler Board of Management responsible

for Group Research and Head of Mercedes-Benz claimed that “[t]he S-Class sets the pace on the global market when it comes to safety, efficiency and comfort.”

- v. In a 2011 C-Class brochure, Mercedes touted its “legacy of safety innovation,” promising “top-rated safety” that is “not just equipped with a list of safety features [but] engineered as an orchestrated system that is designed to make the most of the precious milliseconds it takes to avoid, or survive, a collision.”
- vi. In a 2011 M-Class brochure, Mercedes touted its “Five Star Safety.” With respect to airbags in particular, the brochure promises “10-way air bag protection. . . eight air bags offer a total of 10 ways of protection.”
- vii. In a 2012 S-Class Brochure, Mercedes claimed that the “S-Class is engineered not merely to meet expectations, but to redefine every measure of how an automobile... can protect its occupants.” The S-Class is “engineered with visionary safety advances.”

g. **Nissan/Infiniti:**

- i. In 2005, Nissan represented in brochures that its vehicles possessed “an entire set of safety features to help protect you from the unavoidable, including steel reinforcements, guard beams and advanced airbags that will help safeguard you and your passengers in the event of an accident.”
- ii. In 2015, Nissan represented on its website: “Nissan is committed to its position as a leader in the world of automotive safety. This dedication to

comprehensive safety goes into the engineering and design of every vehicle we make . . . .”

**h. Subaru:**

- i. In 2005, Subaru represented on its website: “Features like seatbelts with front pretensioners and force limiters, crumple zones, side-impact beams, front air bags and a Ring-Shaped Reinforcement Frame aid in minimizing the effects of a collision.”
- ii. In 2005, Subaru represented in its brochures: “THE SUBARU DRIVING EXPERIENCE EVOKES MANY EMOTIONS. Confidence should always be one of them. Which is why every Subaru is engineered according to the principles of ‘Active Driving/Active Safety.’”
- iii. In 2005, Subaru represented in its brochures: “Advanced front air bags, including passenger-side dual-stage deployment, help provide optimal protection for the driver and front passenger.”
- iv. In 2015, Subaru represented on its website: “Safety drives Subaru design.”

**i. Toyota/Lexus:**

- i. In 2002, Toyota represented on its website: “With safety features like dual front air bags, crumple zones and 3-point seatbelts in every seating position. So gather up all the hikers -- big and small -- and head out. Way out.”
- ii. In 2015, Toyota represented on its website: “For us, the journey towards a safe road never ends. This belief, along with our collaborative research efforts, drives us to create advancements and innovations in safety that have helped (and continue to help) prevent crashes and protect people.”

j. **Volkswagen:**

- i. Brochures, including those distributed at dealerships, which regularly touted its vehicles' standard and optional airbags.
- ii. A 2008 Audi A4 brochure that touted its "IIHS top safety pick" designation, and asserts it is "not just safe for its size, [but] safe for any size."
- iii. A 2012 Passat brochure that promised "passive safety features to help protect you and keep you safe," and that Volkswagen will "place safety at the top of our list."
- iv. A 2010 Jetta brochure that touted its "IIHS top safety pick" designation, and its use of "the latest in safety technology," as well as its multiple airbags.
- v. A 2010 VW CC brochure that touts the brand's industry-leading number of "IIHS top safety pick" designations, and "six standard airbags."
- vi. A 2011 Audi A6 brochure that promises "all-encompassing safety," and highlights the vehicle's standard airbags.
- vii. A 2012 Audi A3 brochure that states "we kind of have a thing for safety," and promises airbags as a standard feature.

211. Contrary to these representations and countless others like them, Defendants failed to equip Class Vehicles with airbags that would meet these proclaimed standards and failed to disclose to consumers that their vehicles actually contained dangerous and defective airbags.

**V. Defendants' Inadequate Recalls and Failure to Assist Impacted Consumers**

**A. Slow and Inadequate Recalls**

212. Even those vehicles that have been recalled have little chance of being repaired in the near term. Under the recalls required under NHTSA's Coordinated Remedy Order, approximately 44 million will be recalled in the United States due to the Inflator Defect.

213. At a Congressional hearing in June 2015, Takata's representative testified that Takata was shipping approximately 700,000 replacement inflators per month, and expected to increase production to 1 million replacement inflators per month by September 2015—well short of the number required to supply the ten automakers that have issued recalls.

214. At the current rate, it will take several years to produce enough Takata inflators to fix all recalled vehicles in the U.S., even setting aside the question of whether service departments would be able to provide the necessary services in a timely manner.

215. Not surprisingly, authorized dealers are experiencing a severe shortage of parts to replace the faulty airbags. Dealers have been telling frustrated car owners they can expect to wait many months before their airbags can be replaced.

216. Honda stated that it would not send recall letters to car owners or lessees until there are parts available, meaning that many drivers would not receive notices for weeks or longer, as they continue to drive vehicles with potentially deadly airbags. Honda owners who have received recall notices have been told to wait at least a month before their authorized dealer has availability to assess their vehicle.

217. New Chrysler stated that: “[t]o help control the proper allocation and inventory of parts, customer notifications are being prioritized by geography and make and model year of vehicle,” meaning that many drivers will not receive notices for weeks or longer, as they

continue to drive vehicles with potentially deadly airbags. Even to this day, certain New and Old Chrysler vehicles, such as the 2009 Chrysler Aspen, are only under recall if registered in certain geographic zones.

218. In February 2017, Mercedes sought year-long extensions for completing the recall in approximately 800,000 of its vehicles. Additionally, in correspondence to Plaintiffs and consumers, in December 2017 and January 2018, Mercedes acknowledged that “the availability of replacement parts [was] taking longer than anticipated.” It also indicated that it needed to obtain an extension of time from NHTSA to provide replacement parts, and that for certain vehicle owners belonging to a particular priority group established by NHTSA, replacement parts would not be expected to be available until March 31, 2018. Under the revised schedules, the remedy will not even *begin* for certain Mercedes vehicles until September 2019. The Defendants’ delay is consequential—it exposes purchasers, lessees, drivers, passengers, and, indeed, the general public, to an ongoing and unnecessary risk of harm.

219. Toyota dealers have reported that wait times for customers who own affected vehicles to get their Takata airbags replaced could be as long as one to three months.

220. In response to the airbag replacement shortage, certain Vehicle Manufacturer Defendants have taken the extreme step of disabling passenger airbags entirely and putting a “Do Not Sit Here” decal in the vehicle until a proper repair can be made. In the alternative, some Vehicle Manufacturer Defendants are advising customers to refrain from driving their vehicles until the airbags can be replaced.

221. Other automakers have also chosen to “repair” their customers’ vehicles not by providing temporary replacement vehicles or replacement parts, but by disengaging the Takata airbags entirely.

222. Congress has voiced concerns about this serious problem. Senators Richard Blumenthal and Edward J. Markey, in a letter to the Department of Transportation (“DOT”), said they were “alarmed and astonished that NHTSA has endorsed a policy recently announced by Toyota and GM that dealers should disable passenger-side airbags and instruct against permitting passengers in the front seat if replacement parts for these airbags are unavailable. As a matter of policy, this step is extraordinarily troubling and potentially dangerous. As a matter of law . . . §30122(b) of the Motor Vehicle Safety Act (49 U.S.C.) prohibits a manufacturer from knowingly making a safety device inoperative unless the [DOT] issues a specific exemption. We are unaware of an exemption from your office in the case of Takata airbags.”

223. As the manufacturers finally took steps to issue national recalls—after forceful prodding by NHTSA—commentators noted not only the potential supply constraints, but also a more frightening concern: “no one knows if the replacement inflators currently being installed will suffer the same issue.” Indeed, in response to repeated questioning at a Congressional hearing in June 2015, Takata’s representative refused to assure the public that replacement inflators containing ammonium nitrate would be safe and not prone to rupture.

**B. GM Defendants Delay Repairs and Continue to Put Customers at Risk**

224. The GM Defendants have used their considerable clout within the U.S. auto industry to delay repairs of nearly all the GM vehicles that are currently under recall due to the Inflator Defect. In November 2016, GM Parent and New GM appealed to NHTSA to allow them to delay repairs on all 2.5 million vehicles recalled in May 2016, so that they could conduct more tests on the Defective Airbags. When GM Parent and New GM recalled the additional 820,000 vehicles in January 2017, they requested that NHTSA allow repair of those vehicles to be deferred as well. Accordingly, GM Parent and New GM have asked to delay repair of



approximately 90% of the vehicles that they have recalled due to the Inflator Defect. Undoubtedly, GM Parent and New GM will ask to defer recalls of the 630,000 vehicles subject to the most recent January 2018 DIRs as well, leaving even more vehicle occupants at risk.

225. GM Parent and New GM claim the Takata airbags used in these vehicles should be “safe” to drive for a few more years, which obviates the need for an immediate recall, despite the fact that these airbags utilize the same ammonium-nitrate propellant contained in every other defective Takata airbag.

226. Notably, if GM Parent and New GM convince regulators that the Takata airbags in these vehicles are somehow safe, the recalls will be cancelled—saving Defendants \$880 million, according to a GM Parent filing with securities regulators.

227. Initially, GM Parent and New GM requested until August 31, 2017, to prove that these vehicles were safe, and recently asked for a further extension until March 31, 2018—a delay of nearly 2 years since the first of these vehicles were recalled. Consumers are, therefore, forced to play “Russian Roulette” with their vehicles: they must drive dangerous vehicles for years while they wait for the GM Defendants to replace the defective airbags in their cars, all the while exposing themselves and their passengers to the terrifying risk of being seriously injured or killed by their airbags in the event of a collision.

228. The GM Defendants’ persistent attempts to limit the scope of their recalls demonstrate a modus operandi of putting profits over people.

**C. Defective Replacement Airbags**

229. Perhaps most alarming, the replacement components manufactured by Takata that the Vehicle Manufacturer Defendants are using to “repair” recalled Class Vehicles suffer from the same Inflator Defect that plagues the parts being removed: they use ammonium nitrate as the

inflator's primary propellant. Indeed, Takata admitted in its submitted DIRs and at the June 2015 Congressional hearing that inflators installed in recalled vehicles as replacement parts are, in fact, defective and must be replaced yet again. And even recall notices issued in 2015 acknowledge that certain "replacement inflators are of the same design and materials as the inflators being replaced."

230. Moreover, inspection of inflators manufactured by Takata as recently as 2014 and installed in Class Vehicles by Vehicle Manufacturer Defendants through the recall process reveals that the ammonium nitrate pellets within the inflators already show signs of moisture-induced instability, such as rust stains, the tendency to clump together, and size variations. As a result, Takata cannot reasonably assure Plaintiffs or Class members that Class Vehicles equipped with such post-recall replacement parts will be any safer than they were with the initial Defective Airbags.

231. By way of example, Paragraph 30 of the November 2015 Consent Order provides that the NHTSA Administrator may issue final orders for the recall of Takata's desiccated phase stabilized ammonium nitrate ("PSAN") inflators, used as both original and replacement equipment, if no root cause has been determined by Takata or any other credible source, or if Takata has not otherwise shown the safety and/or service life of the parts by December 31, 2019. But as of July 10, 2017, Takata began recalling certain desiccated PSAN inflators installed in Ford, Mazda, and Nissan vehicles.

232. Moreover, while Takata and Defendants had previously assured the public that the Defective Airbags had been remedied and that the new airbags being placed in recalled vehicles were safe, in fact, several Defendants have been or will be required to recall some vehicles from model year 2013 and later because of the risk of the Takata airbags rupturing. And Takata has

now admitted that replacement airbags installed in some recalled vehicles are defective as well and it cannot assure the public that replacement inflators containing ammonium nitrate are safe and not prone to rupture.

233. As of August 2017, New GM told NHTSA that it had still not come up with a safe replacement for the Defective Inflators currently being used in millions of its vehicles.

**VI. Additional General Allegations Against Vehicle Manufacturer Defendants**

**A. Honda Allegations**

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**B. New Chrysler Allegations**

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C. GM Defendants Allegations

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**D. Nissan Allegations**

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because of this key flaw, ammonium nitrate “usually . . . [is] not used in pyrotechnic

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332. [REDACTED]

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347. [REDACTED]

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**E. BMW Allegations**

352. [REDACTED]

[REDACTED]

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<sup>5</sup> [REDACTED]



359. [REDACTED]

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[REDACTED]

**F. Mazda Allegations**

3 [REDACTED]

[REDACTED]

[REDACTED]

366. [REDACTED]

[REDACTED]

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373. [REDACTED]

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**G. Mercedes Allegations**

381. [REDACTED]

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[REDACTED]

**H. Subaru Allegations**

[REDACTED]

412. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

417. [REDACTED]

[REDACTED]

**I. Toyota Allegations**

418. [REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

**J. Volkswagen Allegations**

432. [REDACTED]

[REDACTED]

436. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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441. [REDACTED]

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[REDACTED]

[REDACTED]

**K. Knowledge Through the German Car Consortium**

450. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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**VII. Automotive Recyclers Purchased Class Vehicles Containing Defective Airbags for Amounts Greater than Their Actual Value and Maintained the Defective Airbags for the Purposes of Resale**

455. Generally, automotive recycling businesses purchase vehicles from a number of sources, including insurance salvage auctions, tow operators, charities, and the public.

456. Automotive recycling businesses calculate the purchase price for individual vehicles based, in part, on the presence and condition of the automotive parts contained in the vehicle. In particular, the presence of undeployed airbags is taken into account by automotive recycling businesses in determining the appropriate purchase price for the vehicle.

457. Automotive recycling businesses store and maintain the airbags and then resell them to consumers, automotive repair shops, automotive dealerships, wholesalers or other automotive recyclers.

458. Here, Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class purchased Class Vehicles containing Takata airbags at insurance salvage auctions and from tow operators, charities, and the public.

459. Automotive Recycler Plaintiffs own or have suffered losses on at least 1,900 airbags that are currently subject to Takata-related recalls.

- a. On information and belief, Butler has purchased at least the Class Vehicles identified in Exhibit A (manufactured or sold by Defendants) including the airbag or airbags, and: (i) still possesses any such airbag; (ii) sold any such airbag or component of the airbag module to Takata or the Vehicle Manufacturer Defendants or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled, for a price less than fair market value had the airbag not been recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.
- b. On information and belief, Cunningham has purchased at least the Class Vehicles identified in Exhibit B (manufactured or sold by Defendants) including the airbag or airbags, and: (i) still possesses any such airbag; (ii) sold any such airbag or component of the airbag module to Takata or the Vehicle Manufacturer Defendants or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled, for a price less than fair market value had

the airbag not been recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.

- c. On information and belief, Knox has purchased at least the Class Vehicles identified in Exhibit C (manufactured or sold by Defendants) including the airbag or airbags, and: (i) still possesses any such airbag; (ii) sold any such airbag or component of the airbag module to Takata or the Vehicle Manufacturer Defendants or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled, for a price less than fair market value had the airbag not been recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.
- d. On information and belief, Midway has purchased at least the Class Vehicles identified in Exhibit D (manufactured or sold by Defendants) including the airbag or airbags, and: (i) still possesses any such airbag; (ii) sold any such airbag or component of the airbag module to Takata or the Vehicle Manufacturer Defendants or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled, for a price less than fair market value had the airbag not been recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.
- e. On information and belief, Snyder's has purchased at least the Class Vehicles identified in Exhibit E (manufactured or sold by Defendants) including the airbag or airbags, and: (i) still possesses any such airbag; (ii) sold any such airbag or component of the airbag module to Takata or the Vehicle Manufacturer Defendants or an agent or third party acting on their behalf, after the date on



which the Class Vehicle was recalled, for a price less than fair market value had the airbag not been recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.

- f. On information and belief, Weaver has purchased at least the Class Vehicles identified in Exhibit F (manufactured or sold by Defendants) including the airbag or airbags, and: (i) still possesses any such airbag; (ii) sold any such airbag or component of the airbag module to Takata or the Vehicle Manufacturer Defendants or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled, for a price less than fair market value had the airbag not been recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.
- g. On information and belief, Assignors have purchased at least the Class Vehicles identified in Exhibit G (manufactured or sold by Defendants) including the airbag or airbags, and: (i) still possesses any such airbag; (ii) sold any such airbag or component of the airbag module to Takata or the Vehicle Manufacturer Defendants or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled, for a price less than fair market value had the airbag not been recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.
- h. On information and belief, Young's has purchased at least the Class Vehicles identified in Exhibit H (manufactured or sold by Defendants) including the airbag or airbags, and: (i) still possesses any such airbag; (ii) sold any such airbag or component of the airbag module to Takata or the Vehicle Manufacturer

Defendants or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled, for a price less than fair market value had the airbag not been recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.

460. Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class calculate the purchase price for each of the Class Vehicles based on, among other things, the demand for the vehicles, their constituent parts, and the expected resale value of those parts.

461. After Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class purchased the Class Vehicles containing the Takata airbags, they transported the vehicles to their facilities. An inspection of the airbags by Automotive Recycler Plaintiffs and Nationwide Automotive Recycler Class members would not have revealed the Inflator Defect.

462. At the time that Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class purchased the Class Vehicles, they had a reasonable expectation that Defendants would sell safe products and would abide by federal, state, and common law obligations to affirmatively disclose known defects in a timely manner.

463. This did not happen and, as a result, Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class purchased the Class Vehicles containing Takata airbags for amounts greater than their worth.

464. As detailed above, national and regional media outlets around the country have reported extensively about the Defective Airbags, raising public awareness of the Inflator Defect and its safety implications. The market value for Takata airbags in the Class Vehicles has been eliminated and there is no ability to resell these airbags. Finally, Automotive Recycler Plaintiffs

and members of the Nationwide Automotive Recycler Class have been injured by the costs of identifying, storing, maintaining, and otherwise disposing of the defective Takata airbags.

465. Moreover, the Vehicle Manufacturer Defendants and Takata have consistently resisted providing automotive recyclers with the data needed (such as a comprehensive list of specific vehicle identification numbers (VINs) and airbag serial numbers) to enable automotive recyclers to efficiently and effectively identify defective airbags manufactured by Takata.

### **TOLLING OF THE STATUTE OF LIMITATIONS**

#### **Fraudulent Concealment**

466. Upon information and belief, Takata has known of the Inflator Defect in its Defective Airbags since at least the 1990s. Prior to installing the Defective Airbags in their vehicles, the Vehicle Manufacturer Defendants knew or should have known of the Inflator Defect, because Takata informed them that the Defective Airbags contained the volatile and unstable ammonium nitrate. In addition, Defendant Honda was again made aware of the Inflator Defect in the Takata airbags in Honda's vehicles in 2004, following a rupture incident. New Chrysler and the GM Defendants knew about the Inflator Defect from the moments of their inception in 2009, and the other Vehicle Manufacturer Defendants were made aware of the Inflator Defect in Takata's airbags no later than 2008. Defendants have concealed from or failed to notify Plaintiffs, Class members, and the public of the full and complete nature of the Inflator Defect.

467. Although Defendants have now acknowledged to safety regulators that Takata's airbags are defective, for years, Defendants did not fully investigate or disclose the seriousness of the issue and in fact downplayed the widespread prevalence of the problem.

468. Any applicable statute of limitations has therefore been tolled by Defendants' knowledge, active concealment, and denial of the facts alleged herein. This behavior is still ongoing.

#### **Estoppel**

469. Defendants were and are under a continuous duty to disclose to Plaintiffs and Class members the true character, quality, and nature of the Class Vehicles. They actively concealed the true character, quality, and nature of the vehicles and knowingly made misrepresentations about the quality, reliability, characteristics, and performance of the vehicles. Plaintiffs and Class members reasonably relied upon Defendants' knowing and affirmative misrepresentations and/or active concealment of these facts. Based on the foregoing, Defendants are estopped from relying on any statute of limitations in defense of this action.

#### **Discovery Rule**

470. The causes of action alleged herein did not accrue until Plaintiffs and Class members discovered that their vehicles had the Defective Airbags.

471. Plaintiffs and Class members, however, had no realistic ability to discern that the vehicles were defective until – at the earliest – when the vehicles were recalled. Even then, Plaintiffs and Class members had no reason to discover their causes of action because of Defendants' active concealment of the true nature of the defect.

#### **American Pipe Tolling**

472. A putative class action suit on behalf of automotive recyclers was brought against Defendants on February 10, 2015. *Automotive Dismantlers and Recyclers Assoc., Inc. v. Takata Corp. et al.*, 1:15-cv-20520-FAM (Moreno, J.). At the time it was brought, Plaintiffs and the

other Class members in this case were part of the classes alleged in the *Automotive Dismantlers* action.

473. Accordingly, pursuant to *American Pipe and Construction Co. v. Utah*, 414 U.S. 538 (1974), the claims of Plaintiffs and other Class members were tolled from at least February 10, 2015. Additional class actions filed by Plaintiffs following the *Automotive Dismantlers* action provide additional bases for *American Pipe* tolling.

### **CLASS ACTION ALLEGATIONS**

474. The Classes' claims all derive directly from a single course of conduct by Takata and the Vehicle Manufacturer Defendants. This case is about the responsibility of Takata and the Vehicle Manufacturer Defendants, at law and in equity, for their knowledge, their conduct, and their products. Takata and the Vehicle Manufacturer Defendants have engaged in uniform and standardized conduct toward the Classes. They did not differentiate, in degree of care or candor, in their actions or inactions, or in the content of their statements or omissions, among individual Class members. The objective facts on these subjects are the same for all Class members. Within each Claim for Relief asserted by the respective Classes, the same legal standards govern. Additionally, many states, and for some claims all states, share the same legal standards and elements of proof, facilitating the certification of multistate or nationwide classes for some or all claims. Accordingly, Plaintiffs bring this lawsuit as a class action on their own behalf and on behalf of all other persons similarly situated as members of the proposed Classes pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3) and/or (b)(2) and/or (c)(4). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

**The Automotive Recycler Classes**

475. The Nationwide Automotive Recyclers Classes proposed below, the State Automotive Recycler Classes proposed below, and all their members are sometimes referred to herein as the “Class” or “Classes.”

476. Excluded from each Class proposed below are Takata and Defendants, their employees, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliates of Defendants; Class Counsel and their employees; and the judicial officers and their immediate family members and associated court staff assigned to this case.

**A. All Defendants Except New Chrysler and the GM**

477. With respect to all Defendants except New Chrysler and GM, Automotive Recycler Plaintiffs bring this action pursuant to Federal Rules of Civil Procedure 23(a), (b)(2) and/or (b)(3) on behalf of a Nationwide Automotive Recycler Class defined as follows:

All automotive recyclers in the United States who, prior to the date on which a Class Vehicle was recalled, purchased a Class Vehicle containing an undeployed Takata airbag, and who: (i) still possesses any such airbag; (ii) sold any such airbag or component of the airbag module to Takata or Defendants or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.

478. With respect to all Defendants except New Chrysler and GM, Automotive Recycler Plaintiffs (except with respect to Snyder’s Texas Deceptive Trade Practices Act claim) allege statewide class action claims on behalf of separate classes in the following states: Florida, Georgia, North Carolina, Missouri, Tennessee, and Virginia. These State Automotive Recycler Classes are initially defined as follows:

All automotive recyclers who, prior to the date on which a Class Vehicle was recalled, purchased a Class Vehicle in the state of \_\_\_\_ (e.g., Florida) containing an undeployed Takata airbag, and who: (i) still possess any such airbag; (ii) sold any such airbag or component of the airbag module to Takata or Defendants or an agent or third party acting on their behalf, after the date on which the Class

Vehicle was recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.

479. With respect to its Texas Deceptive Trade Practices Act claim against all Defendants except New Chrysler and GM., Snyder's alleges statewide class action claims on behalf of a Texas Automotive Recycler Class initially defined as follows:

All automotive recyclers with assets of less than \$25 million (or controlled by entities with assets of less than \$25 million) in the state of Texas who, prior to the date on which a Class Vehicle was recalled, purchased a Class Vehicle containing an undeployed Takata airbag, and who: (i) still possess any such airbag; or, after the date on which the Class Vehicle was recalled, (ii) sold any such airbag or component of the airbag module to Takata or Defendants or an agent or third party acting on their behalf; or (iii) destroyed or disposed of any such airbag.

**B. New Chrysler**

480. With respect to New Chrysler, Automotive Recycler Plaintiffs bring this action pursuant to Federal Rules of Civil Procedure 23(a), (b)(2) and/or (b)(3), on behalf of a Nationwide Automotive Recycler Class defined as follows:

All automotive recyclers in the United States who, prior to the date on which a Class Vehicle was recalled and after June 1, 2009, purchased a Class Vehicle containing an undeployed Takata airbag, and who: (i) still possesses any such airbag; (ii) sold any such airbag or component of the airbag module to New Chrysler or an agent or third party acting on its behalf, after the date on which the Class Vehicle was recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.

481. With respect to New Chrysler, Automotive Recycler Plaintiffs (except with respect to Snyder's Texas Deceptive Trade Practices Act claim) allege statewide class action claims on behalf of separate classes in the following states: Florida, Georgia, Missouri, North Carolina, and Tennessee. These State Automotive Recycler Classes are initially defined as follows:

All automotive recyclers who, prior to the date on which a Class Vehicle was recalled and after June 1, 2009, purchased a Class Vehicle in the state of \_\_\_\_ (e.g., Florida) containing an undeployed Takata airbag, and who: (i) still possess any such airbag; (ii) sold any such airbag or component of the airbag module to New Chrysler or an agent or third party acting on its behalf, after the date on which the Class Vehicle was recalled; or (iii) destroyed or disposed of any such

airbag, after the date on which the Class Vehicle was recalled.

482. With respect to its Texas Deceptive Trade Practices Act claim against New Chrysler, Snyder's alleges statewide class action claims on behalf of the Texas Automotive Recycler Class initially defined as follows:

All automotive recyclers with assets of less than \$25 million (or controlled by entities with assets of less than \$25 million) in the state of Texas who, prior to the date on which a Class Vehicle was recalled, and after June 1, 2009, purchased a Class Vehicle containing an undeployed Takata airbag, and who: (i) still possess any such airbag; or, after the date on which the Class Vehicle was recalled, (ii) sold any such airbag or component of the airbag module to Takata or New Chrysler or an agent or third party acting on their behalf; or (iii) destroyed or disposed of any such airbag.

**C. The GM Defendants**

483. With respect to the GM Defendants, Automotive Recycler Plaintiffs bring this action pursuant to Federal Rules of Civil Procedure 23(a); and (b)(2), and/or (b)(3), on behalf of a Nationwide Automotive Recycler Class, defined as follows:

All automotive recyclers in the United States who, prior to the date on which a Class Vehicle was recalled and after July 10, 2009, purchased a Class Vehicle containing an undeployed Takata airbag, and who: (i) still possesses any such airbag; (ii) sold any such airbag or component of the airbag module to Defendants or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.

484. With respect to the GM Defendants, Automotive Recycler Plaintiffs (except with respect to Snyder's Texas Deceptive Trade Practices Act claim) allege statewide class action claims on behalf of separate classes in the following states: Florida, Georgia, North Carolina, and Tennessee. These State Automotive Recycler Classes are initially defined as follows:

All automotive recyclers who, prior to the date on which a Class Vehicle was recalled and after July 10, 2009, purchased a Class Vehicle in the state of \_\_\_\_ (e.g., Florida) containing an undeployed Takata airbag, and who: (i) still possess any such airbag; (ii) sold any such airbag or component of the airbag module to Defendants or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled; or (iii) destroyed or disposed of any such



airbag, after the date on which the Class Vehicle was recalled.

485. With respect to its Texas Deceptive Trade Practices Act claim against the GM Defendants, Snyder's alleges statewide class action claims on behalf of a Texas Automotive Recycler Class initially defined as follows:

All automotive recyclers with assets of less than \$25 million (or controlled by entities with assets of less than \$25 million) in the state of Texas who, prior to the date on which a Class Vehicle was recalled and after July 10, 2009, purchased a Class Vehicle containing an undeployed Takata airbag, and who: (i) still possess any such airbag; or, after the date on which the Class Vehicle was recalled, (ii) sold any such airbag or component of the airbag module to Takata or Defendants or an agent or third party acting on their behalf; or (iii) destroyed or disposed of any such airbag.

#### **Numerosity and Ascertainability**

486. This action satisfies the requirements of Fed. R. Civ. P. 23(a)(1). There are millions of Class Vehicles nationwide, and thousands of Class Vehicles in each of the States. Moreover, there are thousands of Automotive Recycler Class members in the United States. Individual joinder of all Class members is impracticable.

487. Each of the Classes is ascertainable because its members can be readily identified using business records, registration records, sales records, production records, and other information kept by Takata, Vehicle Manufacturer Defendants, Plaintiffs or third parties in the usual course of business and within their control. Plaintiffs anticipate providing appropriate notice to each certified Class, in compliance with Fed. R. Civ. P. 23(c)(1)(2)(A) and/or (B), to be approved by the Court after class certification, or pursuant to court order under Fed. R. Civ. P. 23(d).

#### **Predominance of Common Issues**

488. This action satisfies the requirements of Fed. R. Civ. P. 23(a)(2) and 23(b)(3) because questions of law and fact that have common answers that are the same for each of the

respective Classes predominate over questions affecting only individual Class members. These include, without limitation, the following:

- a. Whether the Class Vehicles suffer from the Inflator Defect;
- b. Whether the Class Vehicles have suffered a diminution of value as a result of those Vehicles' incorporation of the airbags at issue;
- c. Whether Defendants knew or should have known about the Inflator Defect, and, if so, how long Defendants have known of the defect;
- d. Whether the defective nature of the Class Vehicles constitutes a material fact reasonable businesses would have considered in deciding whether to purchase a Defective Vehicle;
- e. Whether Defendants had a duty to disclose the defective nature of the Class Vehicles to Plaintiffs and Class members;
- f. Whether Defendants omitted and failed to disclose material facts about the Class Vehicles;
- g. Whether Defendants' concealment of the true defective nature of the Class Vehicles induced Plaintiffs and Class members to act to their detriment by purchasing the Class Vehicles;
- h. Whether Defendants' conduct tolls any or all applicable limitations periods by acts of fraudulent concealment, application of the discovery rule, or equitable estoppels;
- i. Whether Defendants misrepresented that the Class Vehicles were safe;

- j. Whether Defendants engaged in unfair, deceptive, unlawful and/or fraudulent acts or practices in trade or commerce by failing to disclose that the Class Vehicles were designed, manufactured, and sold with defective airbag inflators;
- k. Whether Defendants' conduct, as alleged herein, was likely to mislead a reasonable business;
- l. Whether Defendants' statements, concealments and omissions regarding the Class Vehicles were material, in that a reasonable consumer could consider them important in purchasing, selling, maintaining, or operating such vehicles;
- m. Whether Defendants violated each of the States' consumer protection statutes, and if so, what remedies are available under those statutes;
- n. Whether Plaintiffs and the Classes are entitled to a declaratory judgment stating that the airbag inflators in the Class Vehicles are defective and/or not merchantable;
- o. Whether Defendants' unlawful, unfair, and/or deceptive practices harmed Plaintiffs and the Classes;
- p. Whether Plaintiffs and the Classes are entitled to equitable relief, including, but not limited to, a preliminary and/or permanent injunction;
- q. Whether Defendants should be declared responsible for notifying all Class members of the Inflator Defect and ensuring that all vehicles with the airbag Inflator Defect are promptly recalled and repaired;
- r. What aggregate amounts of statutory penalties are sufficient to punish and deter Defendants and to vindicate statutory and public policy;
- s. How such penalties should be most equitably distributed among Class members;

- t. Whether certain Defendants conspired together to violate RICO; and
- u. Whether certain Defendants associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity.

**Typicality**

489. This action satisfies the requirements of Fed. R. Civ. P. 23(a)(3) because Plaintiffs' claims are typical of the claims of the Class members, and arise from the same course of conduct by Takata and the Vehicle Manufacturer Defendants. The relief Plaintiffs seek is typical of the relief sought for the absent Class members.

**Adequate Representation**

490. Plaintiffs will fairly and adequately represent and protect the interests of the Classes. Plaintiffs have retained counsel with substantial experience in prosecuting consumer class actions, including actions involving defective products.

491. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the Classes, and have the financial resources to do so. Neither Plaintiffs nor their counsel have interests adverse to those of the Classes.

**Superiority**

492. This action satisfies the requirements of Fed. R. Civ. P. 23(b)(2) because the Vehicle Manufacturer Defendants have acted and refused to act on grounds generally applicable to each Class, thereby making appropriate final injunctive and/or corresponding declaratory relief with respect to each Class as a whole.

493. This action satisfies the requirements of Fed. R. Civ. P. 23(b)(3) because a class action is superior to other available methods for the fair and efficient adjudication of this controversy. The common questions of law and of fact regarding Takata and the Vehicle Manufacturer Defendants' conduct and responsibility predominate over any questions affecting only individual Class members.

494. Because the damages suffered by each individual Class member may be relatively small, the expense and burden of individual litigation would make it very difficult or impossible for individual Class members to redress the wrongs done to each of them individually, such that most or all Class members would have no rational economic interest in individually controlling the prosecution of specific actions, and the burden imposed on the judicial system by individual litigation by even a small fraction of the Class would be enormous, making class adjudication the superior alternative under Fed. R. Civ. P. 23(b)(3)(A).

495. The conduct of this action as a class action presents far fewer management difficulties, far better conserves judicial resources and the parties' resources, and far more effectively protects the rights of each Class member than would piecemeal litigation. Compared to the expense, burdens, inconsistencies, economic infeasibility, and inefficiencies of individualized litigation, the challenges of managing this action as a class action are substantially outweighed by the benefits to the legitimate interests of the parties, the court, and the public of class treatment in this court, making class adjudication superior to other alternatives, under Fed. R. Civ. P. 23(b)(3)(D).

496. Plaintiffs are not aware of any obstacles likely to be encountered in the management of this action that would preclude its maintenance as a class action. Rule 23 provides the Court with authority and flexibility to maximize the efficiencies and benefits of the

class mechanism and reduce management challenges. The Court may, on motion of Plaintiffs or on its own determination, certify nationwide, statewide and/or multistate classes for claims sharing common legal questions; utilize the provisions of Rule 23(c)(4) to certify any particular claims, issues, or common questions of fact or law for class-wide adjudication; certify and adjudicate bellwether class claims; and utilize Rule 23(c)(5) to divide any Class into subclasses.

497. The Classes expressly disclaim any recovery in this action for physical injury resulting from the Inflator Defect without waiving or dismissing such claims. Plaintiffs are informed and believe that injuries suffered in crashes as a result of Defective Airbags implicate the Class Vehicles, constitute evidence supporting various claims, including diminution of value, and are continuing to occur because of Defendants' delays and inaction regarding the commencement and completion of recalls, and because of the installation of Defective Airbags as replacement airbags. The increased risk of injury from the Inflator Defect serves as an independent justification for the relief sought by Plaintiffs and the Classes.

**REALLEGATION AND INCORPORATION BY REFERENCE**

498. Plaintiffs reallege and incorporate by reference all of the preceding paragraphs and allegations of this Complaint, including the Nature of Claims, Factual Allegations, Tolling Allegations, and Class Action Allegations, as though fully set forth in each of the following Claims for Relief asserted on behalf of the Nationwide Class and the Statewide Classes.

**CLAIMS FOR RELIEF**

**I. Nationwide Claims**

**A. Federal Claims**

**COUNT 1**

**Violation of 18 U.S.C. § 1962(c), the Racketeer Influenced and Corrupt Organizations Act (“RICO”), against the Honda Defendants**

499. All Plaintiffs bring this Count on behalf of themselves and the Nationwide Automotive Recycler Class against the Honda Defendants.

500. The Honda Defendants are all “persons” under 18 U.S.C. § 1961(3).

501. The Honda Defendants violated 18 U.S.C. § 1962(c) by participating in or conducting the affairs of the Honda-Takata RICO Enterprise, defined below, through a pattern of racketeering activity.

502. Plaintiffs and Class members are “person[s] injured in his or her business or property” by reason of the Honda Defendants’ violation of RICO within the meaning of 18 U.S.C. § 1964(c).

**The Honda-Takata RICO Enterprise**

503. The following persons, and others presently unknown, have been members of and constitute an “association-in-fact enterprise” within the meaning of RICO, and will be referred to herein collectively as the Honda-Takata RICO Enterprise:

- a. The Honda Defendants, who designed, manufactured, and sold millions of vehicles equipped with Defective Airbags that they knew, or were reckless in not knowing, contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a

decade, while falsely and inaccurately representing that their vehicles were safe, thereby deceiving Plaintiffs and Class members.

- b. Takata, who, with Honda's guidance, designed, manufactured, and sold millions of Defective Airbags knowing that they contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a decade.
- c. The Honda Defendants' Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the Honda-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.
- d. Takata's Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the Honda-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.

504. The Honda-Takata RICO Enterprise, which engaged in, and whose activities affected interstate and foreign commerce, is an association-in-fact of individuals and corporate entities within the meaning of 18 U.S.C. § 1961(4) and consists of "persons" associated together for a common purpose. The Honda-Takata RICO Enterprise had an ongoing organization with an ascertainable structure, and functioned as a continuing unit with separate roles and responsibilities.



505. While the Honda Defendants participated in the conduct of the Honda-Takata RICO Enterprise, they had an existence separate and distinct from the Honda-Takata RICO Enterprise. Further, the Honda-Takata RICO Enterprise was separate and distinct from the pattern of racketeering in which the Honda Defendants have engaged.

506. At all relevant times, the Honda Defendants operated, controlled or managed the Honda-Takata RICO Enterprise, through a variety of actions. The Honda Defendants' participation in the Honda-Takata RICO Enterprise was necessary for the successful operation of its scheme to defraud because the Honda Defendants manufactured, marketed, and sold Class Vehicles with the Defective Airbags, concealed the nature and scope of the Inflator Defect, and profited from such concealment.

507. The members of the Honda-Takata RICO Enterprise all served a common purpose: to sell as many airbags, and vehicles containing such airbags, as possible, and thereby maximize the revenue and profitability of the Honda-Takata RICO Enterprise's members. The members of the Honda-Takata RICO Enterprise shared the bounty generated by the enterprise, i.e., by sharing the benefit derived from increased sales revenue generated by the scheme to defraud. Each member of the Honda-Takata RICO Enterprise benefited from the common purpose: the Honda Defendants sold or leased more Class Vehicles, and received more for those vehicles, than they would have otherwise had the scope and nature of the Inflator Defect not been concealed; Takata sold more Defective Airbags to the Honda Defendants than they would have otherwise had the scope and nature of the Inflator Defect not been concealed; and the dealerships sold and serviced more Class Vehicles, and sold or leased those vehicles at a much higher price, as a result of the concealment of the scope and nature of the Inflator Defect from Plaintiffs and Class members.

**Pattern of Racketeering Activity**

508. The Honda Defendants conducted and participated in the conduct of the affairs of the Honda-Takata RICO Enterprise through a pattern of racketeering activity that has lasted for more than a decade, beginning no later than 2004 and continuing to this day, and that consisted of numerous and repeated violations of the federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud, in violation of 18 U.S.C. §§ 1341 and 1343.

509. For the Honda Defendants, the purpose of the scheme to defraud was to conceal the scope and nature of the Inflator Defect found in millions of Defective Airbags in the United States in order to sell more vehicles, to sell them at a higher price or for a higher profit, and to avoid incurring the expenses associated with recalling vehicles plagued by the Inflator Defect. By concealing the scope and nature of the Inflator Defect in millions of vehicles containing Defective Airbags, the Honda Defendants also maintained and boosted consumer confidence in the Honda brand, and avoided remediation costs and negative publicity, all of which furthered the scheme to defraud and helped the Honda Defendants sell more vehicles than they would otherwise have sold, and to sell them at a much higher price or for a higher profit.

510. As detailed in the General Factual Allegations, the Honda Defendants were well aware of the risks of using ammonium nitrate as the propellant in its inflators, but intentionally subjected Plaintiffs and Class members to those risks or consciously disregarded those risks in order to maximize their profits. Moreover, once the Inflator Defect began maiming and killing vehicle occupants, the Honda Defendants held secret meetings that revealed the dangers associated with the Inflator Defect, but then continued to conceal the nature and scope of the Inflator Defect.

511. To further the scheme to defraud, the Honda Defendants repeatedly misrepresented and concealed the nature and scope of the Inflator Defect. The Honda Defendants repeatedly described the defect as a contained and corrected manufacturing defect that only manifested itself in certain areas of the country, when in fact the Honda Defendants knew, or consciously disregarded knowing, that the Inflator Defect is a fundamental, uniform defect—i.e., the reckless use of the unstable and dangerous ammonium nitrate as the propellant in the inflator—that plagues every Takata airbag equipped in a Honda vehicle and manifests itself across the country.

512. To further the scheme to defraud, the Honda Defendants concealed the nature and scope of the Inflator Defect from federal regulators, enabling it to escape investigation and costs associated with recalls for more than a decade.

513. To further the scheme to defraud, the Honda Defendants would promote and tout the safety, reliability, and quality of their vehicles with airbags while simultaneously concealing the nature and scope of the Inflator Defect.

514. To carry out, or attempt to carry out the scheme to defraud, the Honda Defendants have conducted or participated in the conduct of the affairs of the Honda-Takata RICO Enterprise through the following pattern of racketeering activity that employed the use of the mail and wire facilities, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud):

- a. The Honda Defendants devised and furthered the scheme to defraud by use of the mail, telephone, and internet, and transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, writing(s) and/or signal(s), including the Honda website, communications with NHTSA, statements to the press, and communications with

other members of the Honda-Takata RICO Enterprise, as well as advertisements and other communications to the Honda Defendants' customers, including Plaintiffs and Class members; and

- b. The Honda Defendants utilized the interstate and international mail and wires for the purpose of obtaining money or property by means of the omissions, false pretense, and misrepresentations described herein.

515. The Honda Defendants' pattern of racketeering activity in violation of the mail and wire fraud statutes included but was not limited to the following:

a. [REDACTED]

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516. The Honda Defendants' conduct in furtherance of this scheme was intentional. Plaintiffs and Class members were directly harmed as a result of the Honda Defendants' intentional conduct. Plaintiffs, Class members, and federal regulators, among others, relied on the Honda Defendants' material misrepresentations and omissions.

517. As described throughout this Complaint, the Honda Defendants engaged in a pattern of related and continuous predicate acts for more than a decade. The predicate acts constituted a variety of unlawful activities, each conducted with the common purpose of defrauding Plaintiffs and other Class members and obtaining significant monies and revenues from them while providing Defective Airbags worth significantly less than the purchase price paid. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

518. The predicate acts all had the purpose of generating significant revenue and profits for the Honda Defendants and the Honda-Takata RICO enterprise at the expense of Plaintiffs and Class members. The predicate acts were committed or caused to be committed by the Honda Defendants through their participation in the Honda-Takata RICO Enterprise and in furtherance of its fraudulent scheme, and were interrelated in that they involved obtaining Plaintiffs' and Class members' funds and avoiding the expenses associated with remediating the Inflator Defect.

519. By reason of and as a result of the conduct of the Honda Defendants, and in particular, its pattern of racketeering activity, Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for purchased Class Vehicles, in that Plaintiffs believed they were paying for vehicles with safe airbag systems and obtained vehicles with anything but, and were deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless and the Automotive Recyclers are now unable to sell them; and
- c. the value of the Class Vehicles has diminished, thus reducing their resale value.

520. The Honda Defendants' violations of 18 U.S.C. § 1962(c) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

**COUNT 2**

**Violation of 18 U.S.C. § 1962(d), the Racketeer Influenced And Corrupt Organizations Act (“RICO”), against the Honda Defendants**

521. All Plaintiffs bring this claim on behalf of themselves and the Nationwide Automotive Recycler Class against the Honda Defendants.

522. In addition to the General Factual Allegations re-alleged and incorporated herein through the general Reallegation and Incorporation by Reference Paragraph above, Plaintiffs re-allege and incorporate the allegations set forth in Count 1 above.

523. At all relevant times, Takata and the Honda Defendants were associated with the Honda-Takata RICO Enterprise, defined below, and agreed and conspired to violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate, directly and indirectly, in the conduct of the affairs of the Honda-Takata RICO Enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(d).

524. Over the course of the past decade, the Honda Defendants and Takata shared information about injurious airbag deployments—jointly and secretly—investigated the possible causes of those deployments, delayed and/or prevented the release of inculpatory information, misled regulatory authorities, and maintained a consistent public posture as to the scope of vehicles affected by the Defective Airbags and the safety risks those airbags posed. The Honda Defendants’ and Takata’s close cooperation on issues surrounding the Inflator Defect and joint participation in predicate acts described below is evidence of the conspiracy.

**Overt Acts**

525. The Honda Defendants committed and caused to be committed a series of overt acts in furtherance of the conspiracy and to affect the objects thereof.

526. More specifically, the following conduct and overt acts demonstrate the ongoing conspiracy between Honda and Takata:

a. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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527. Honda and Takata agreed to and did conduct and participate in the conduct of the Takata RICO Enterprise's affairs through a pattern of racketeering activity and for the unlawful purpose of defrauding Plaintiffs and Class members, as more fully described in the prior Count.

528. As a direct and proximate result of Honda's and Takata's conspiracy and violation of 18 U.S.C. § 1962(d), Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs believed they were paying for vehicles with safe airbag systems and obtained vehicles with anything but, and have been deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless and the Automotive Recyclers are now unable to sell them; and
- c. the Class Vehicles' value has diminished, thus reducing their resale value.

529. Had Takata and/or Honda been entirely forthcoming with NHTSA and with the public in a timely manner about the vast scope of the Inflator Defect and the grave risks it posed to countless vehicle occupants, as was their duty, Plaintiffs would not have suffered these harms. Takata's and Honda's conspiracy to commit mail fraud and/or wire fraud was reasonably calculated to deceive persons of ordinary prudence and comprehension, and was committed with reckless indifference to the truth if not the outright intent to deceive.

530. Honda's and Takata's conspiracy to violate 18 U.S.C. § 1962(c) was committed with the specific intent to defraud, thereby entitling Plaintiffs to treble damages under 18 U.S.C. § 1964(c).

531. The Honda Defendants' violations of 18 U.S.C. § 1962(d) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

### **COUNT 3**

#### **Violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1962(c), against New Chrysler**

532. Plaintiffs Butler, Knox, Midway, Snyder's, and Weaver bring this claim on behalf of themselves and the Nationwide Automotive Recycler Class, against New Chrysler.

533. New Chrysler and Takata are both "persons" under 18 U.S.C. § 1961(3).

534. Plaintiffs and Class members are "person[s] injured in his or her business or property" by reason of New Chrysler's violation of RICO within the meaning of 18 U.S.C. § 1964(c).

535. Since the 363 Sale to New Chrysler in June 2009, Takata and New Chrysler shared information about erroneous or injurious airbag deployments, jointly and secretly; investigated the possible causes of those deployments; delayed and/or prevented the release of inculpatory information; misled regulatory authorities; and maintained a consistent public posture as to the scope of vehicles affected by the Defective Airbags, and the safety risks those airbags posed. New Chrysler's close cooperation with Takata on issues surrounding the Inflator Defect, and joint participation in predicate acts described below, is evidence of the conspiracy to

participate in a RICO enterprise, and conspiracy to conduct the affairs of such an enterprise through a pattern of racketeering activity.

**The New Chrysler-Takata RICO Enterprise**

536. The following persons, and others currently unknown, have been members of, and constitute an “association-in-fact enterprise,” within the meaning of RICO, and will be referred to herein collectively as the Takata RICO Enterprise:

- a. Takata, who, with New Chrysler’s guidance, designed, manufactured, and sold millions of Defective Airbags knowing that they contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a decade and still refuse to entirely acknowledge.
- b. Takata’s Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.
- c. New Chrysler, who designed, manufactured, and sold millions of vehicles equipped with Defective Airbags that it knew, or were reckless in not knowing, contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators since June 1, 2009, while falsely and inaccurately representing that their vehicles were safe, thereby deceiving Plaintiffs and Class members.
- d. New Chrysler’s Officers, Executives, and Engineers, who have collaborated and colluded with each other, and with other associates in fact, in the New Chrysler-

Takata RICO Enterprise, to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles; and actively concealed the danger and Inflator Defect from Plaintiffs and Class members.

537. The New Chrysler-Takata RICO Enterprise, which engaged in, and whose activities affected interstate and foreign commerce, is an association-in-fact of individuals and corporate entities within the meaning of 18 U.S.C. § 1961(4) and consists of “persons” associated together for a common purpose. The New Chrysler-Takata RICO Enterprise had an ongoing organization with an ascertainable structure and functioned as a continuing unit with separate roles and responsibilities.

538. At all relevant times, New Chrysler operated, controlled, or managed the New Chrysler-Takata RICO Enterprise through a variety of actions. New Chrysler’s participation in the New Chrysler-Takata RICO Enterprise was necessary for the successful operation of its scheme to defraud, because New Chrysler manufactured, marketed, and sold Class Vehicles with the Defective Airbags; concealed the nature and scope of the Inflator Defect; and profited from such concealment

539. The members of the New Chrysler-Takata RICO Enterprise all served a common purpose: to sell as many airbags, and vehicles containing such airbags, as possible, and thereby maximize the revenue and profitability of the New Chrysler-Takata RICO Enterprise’s members.

540. The members of the New Chrysler-Takata RICO Enterprise shared the bounty generated by the enterprise, *i.e.*, by sharing the benefit derived from increased sales revenue generated by the scheme to defraud. Each member of the New Chrysler-Takata RICO Enterprise benefited from the common purpose: New Chrysler sold or leased more Class Vehicles and received more for those vehicles than they would have otherwise, had the scope and nature of the

Inflator Defect not been concealed; Takata sold more Defective Airbags to New Chrysler than they would have otherwise, had the scope and nature of the Inflator Defect not been concealed; and the dealerships sold and serviced more Class Vehicles and sold or leased those vehicles at a much higher price, as a result of the concealment of the scope and nature of the Inflator Defect from Plaintiffs and Class members.

541. At all relevant times, New Chrysler operated, controlled, or managed the New Chrysler-Takata RICO Enterprise through a variety of actions. New Chrysler's participation in the New Chrysler-Takata RICO Enterprise was necessary for the successful operation of its scheme to defraud, because New Chrysler manufactured, marketed, and sold Class Vehicles with the Defective Airbags, concealed the nature and scope of the Inflator Defect, and profited from such concealment.

#### **Pattern of Racketeering Activity**

542. New Chrysler conducted and participated in the conduct of the affairs of the New Chrysler-Takata RICO Enterprise through a long-running pattern of racketeering activity, beginning June 1, 2009, and continuing to this day, consisting of numerous and repeated violations of the federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud, in violation of 18 U.S.C. §§ 1341 and 1343.

543. For New Chrysler, the purpose of the scheme to defraud was to conceal the scope and nature of the Inflator Defect found in millions of Defective Airbags in the United States in order to avoid incurring the expenses associated with repairing the Inflator Defect in New and Old Chrysler vehicles that New Chrysler was obligated to recall. By concealing the scope and nature of the Inflator Defect in its millions of Defective Airbags, New Chrysler also maintained

and boosted consumer confidence in the New Chrysler brand and avoided remediation costs and negative publicity, all of which furthered the scheme to defraud and helped New Chrysler and Takata sell more vehicles and airbags than they otherwise would have sold and for a much higher price or profit

544. As detailed in the general factual allegations, New Chrysler was well aware of the risks of using ammonium nitrate as the propellant in its airbag inflators but intentionally subjected Plaintiffs and Class members to those risks, or consciously disregarded those risks, in order to maximize their profits. Moreover, even after New Chrysler was aware of multiple ruptures in Takata inflators being used in New Chrysler vehicles and vehicles for which New Chrysler was responsible to recall, and vehicles with the Inflator Defect began maiming and killing vehicle occupants in other manufacturers' vehicles in the field, New Chrysler continued to conceal the nature and scope of the Inflator Defect.

545. To further the scheme to defraud, New Chrysler conspired to and did repeatedly misrepresent and conceal the nature and scope of the Inflator Defect. As late as June 2014, New Chrysler refused to publicly acknowledge that a defect even existed, when in fact New Chrysler knew that there was an Inflator Defect, which is a fundamental, uniform defect—i.e., the reckless use of the unstable and dangerous ammonium nitrate as the propellant in the defectively designed inflator—that plagues every Takata airbag, and manifests itself across the country.

546. To further the scheme to defraud, New Chrysler conspired to and did conceal the nature and scope of the Inflator Defect from federal regulators, enabling New Chrysler to escape investigation and the costs associated with recalls.

547. To further the scheme to defraud, New Chrysler promoted and touted the safety, reliability, and quality of its vehicles, while simultaneously concealing the nature and scope of the Inflator Defect.

548. To carry out or attempt to carry out the scheme to defraud New Chrysler has conducted or participated in the conduct of the affairs of the New Chrysler-Takata RICO Enterprise through the following pattern of racketeering activity that employed the use of the mail and wire facilities, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud):

- a. New Chrysler devised and furthered the scheme to defraud by use of the mail, telephone, and internet and transmitted or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, writing(s) and/or signal(s), including the New Chrysler website, communications with NHTSA, statements to the press, and communications with other members of the New Chrysler-Takata RICO Enterprise, as well as advertisements and other communications to their customers, including Plaintiffs and Class members; and
- b. New Chrysler utilized the interstate and international mail and wires for the purpose of obtaining money or property, by means of the omissions, false pretense, and misrepresentations described herein.

549. Since June 1, 2009, New Chrysler's pattern of racketeering activity in violation of the mail and wire fraud statutes included, but was not limited to, the following:

- a. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

j. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

550. New Chrysler’s conduct in furtherance of this scheme was intentional. Plaintiffs and Class members were directly harmed as a result of New Chrysler’s intentional conduct. Plaintiffs, Class members, and federal regulators, among others, relied on New Chrysler’s material misrepresentations and omissions.

551. As described throughout this Complaint, on or after June 1, 2009, New Chrysler conspired to or did engage in a pattern of related and continuous predicate acts. The predicate acts constituted a variety of unlawful activities, each conducted with the common purpose of defrauding Plaintiffs and other Class members—and obtaining significant monies and revenues from them—while providing vehicles with Defective Airbags worth significantly less than the

purchase price paid. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

552. The predicate acts all had the purpose of generating significant revenue and profits for New Chrysler at the expense of Plaintiffs and Class members. The predicate acts were committed or caused to be committed by New Chrysler through their participation in the New Chrysler-Takata RICO Enterprise and in furtherance of its fraudulent scheme and were interrelated in that they involved obtaining Plaintiffs' and Class members' funds and avoiding the expenses associated with remediating the Inflator Defect.

553. By reason of and as a result of the conduct of New Chrysler, and in particular, its pattern of racketeering activity, Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs paid for vehicles with safe airbag systems and obtained vehicles with anything but, and were deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless and the Automotive Recyclers are now unable to sell them; and
- c. the values of the Class Vehicles have diminished, thus reducing their resale values.

554. New Chrysler's violations of 18 U.S.C. § 1962(c) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as

injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(a) and (c).

#### **COUNT 4**

##### **Violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1962(d), against New Chrysler**

555. Plaintiffs Butler, Knox, Midway, Snyder's, and Weaver bring this claim on behalf of themselves and the Nationwide Automotive Recycler Class against the New Chrysler.

556. In addition to the General Factual Allegations re-alleged and incorporated herein through the general Reallegation and Incorporation by Reference Paragraph above, Plaintiffs re-allege and incorporate the allegations set forth above in Count 3.

557. At all relevant times, New Chrysler was associated with the New Chrysler-Takata RICO Enterprise and agreed and conspired to violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate, directly and indirectly, in the conduct of the affairs of the New Chrysler-Takata RICO Enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(d). New Chrysler also agreed to the objective of the conspiracy or to commit at least two racketeering predicate acts.

558. Over the course of the past eight and a half years, the New Chrysler and Takata shared information about the Defective Airbags' inherent flaws, their inability to meet safety specifications, and abnormal airbag deployments experienced by other automakers; delayed and/or prevented the release of inculpatory information; and maintained a consistent public posture as to the scope of vehicles affected by the Defective Airbags and the safety risks those airbags posed. New Chrysler's and Takata's close cooperation on issues surrounding the Inflator Defect and joint participation in predicate acts described below is evidence of the conspiracy.

#### **Overt Acts**



[REDACTED]

561. In addition, Takata engaged in the following predicate acts in furtherance of the conspiracy:

a. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

562. New Chrysler agreed to and did conduct and participate in the conduct of the New Chrysler-Takata RICO Enterprise's affairs through a pattern of racketeering activity and for the unlawful purpose of defrauding Plaintiffs and Class members, as more fully described above.

563. As a direct and proximate result of New Chrysler's conspiracy and violation of 18 U.S.C. § 1962(d), Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs paid for vehicles with safe airbag systems and obtained vehicles with anything but, and have been deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless and the Automotive Recyclers are now unable to sell them; and
- c. the Class Vehicles' values have diminished, thus reducing their resale values.

564. Had New Chrysler been entirely forthcoming with NHTSA and with the public in a timely manner about the vast scope of the Inflator Defect and the grave risks it posed to countless vehicle occupants, as was its duty, Plaintiffs would not have suffered these harms.

New Chrysler's conspiracy to commit mail fraud and/or wire fraud was reasonably calculated to deceive persons of ordinary prudence and comprehension and was committed with reckless indifference to the truth if not the outright intent to deceive.

565. Plaintiffs and Class Members seek to hold New Chrysler liable only for damages resulting from conduct of New Chrysler, its co-conspirators, and the New Chrysler-Takata RICO Enterprise that occurred on or after June 1, 2009.

566. New Chrysler's conspiracy to violate 18 U.S.C. § 1962(c) was committed with the specific intent to defraud, thereby entitling Plaintiffs to treble damages under 18 U.S.C. § 1964(c).

567. New Chrysler's violations of 18 U.S.C. § 1962(d) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

#### **COUNT 5**

#### **Violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1962(c), against the GM Defendants**

568. Plaintiffs Butler, Knox, Snyder's, and Weaver bring this claim against the GM Defendants on behalf of themselves and the Nationwide Automotive Recycler Class.

569. The GM Defendants and Takata are "persons" under 18 U.S.C. § 1961(3).

570. The GM Defendants violated 18 U.S.C. § 1962(c) by participating in or conducting the affairs of the New GM-Takata RICO Enterprise through a pattern of racketeering activity.

571. Plaintiffs and Class members are “person[s] injured in his or her business or property,” by reason of Defendants’ violation of RICO within the meaning of 18 U.S.C. § 1964(c).

**The New GM-Takata RICO Enterprise**

572. The following persons, and others currently unknown, have been members of and constitute an “association-in-fact enterprise” within the meaning of RICO, and will be referred to herein collectively as the New GM-Takata RICO Enterprise:

- a. The GM Defendants, who designed, manufactured, and sold millions of vehicles equipped with Defective Airbags that they knew, or were reckless in not knowing, contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators since July 10, 2009, while falsely and inaccurately representing that their vehicles were safe, thereby deceiving Plaintiffs and Class members.
- b. Takata, who, with the GM Defendants’ guidance, designed, manufactured, and sold millions of Defective Airbags knowing that they contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for years.
- c. The GM Defendants’ Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the New GM-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles, and actively concealed the danger and Inflator Defect from Plaintiffs and Class members.
- d. Takata’s Officers, Executives, and Engineers, who have collaborated and colluded

with each other and with other associates in fact in the New GM-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles, and actively concealed the danger and Inflator Defect from Plaintiffs and Class members.

573. The New GM-Takata RICO Enterprise, which engaged in, and whose activities affected interstate and foreign commerce, is an association-in-fact of individuals and corporate entities within the meaning of 18 U.S.C. § 1961(4) and consists of “persons” associated together for a common purpose. The New GM-Takata RICO Enterprise had an ongoing organization with an ascertainable structure, and functioned as a continuing unit with separate roles and responsibilities.

574. While the GM Defendants participated in the conduct of the New GM-Takata RICO Enterprise, each had an existence separate and distinct from the New GM-Takata RICO Enterprise. Further, the New GM-Takata RICO Enterprise was separate and distinct from the pattern of racketeering in which Defendants have engaged.

575. At all relevant times, the GM Defendants operated, controlled, or managed the New GM-Takata RICO Enterprise through a variety of actions. The GM Defendants’ participation in the New GM-Takata RICO Enterprise was necessary for the successful operation of their scheme to defraud because the GM Defendants manufactured, marketed, and sold Class Vehicles with the Defective Airbags, concealed the nature and scope of the Inflator Defect, and profited from such concealment.

576. The members of the New GM-Takata RICO Enterprise all served a common purpose: to sell as many airbags, and vehicles containing such airbags, as possible, and thereby maximize the revenue and profitability of the New GM-Takata RICO Enterprise’s members.

The members of the New GM-Takata RICO Enterprise shared the bounty generated by the enterprise, i.e., by sharing the benefit derived from increased sales revenue generated by the scheme to defraud. Each member of the New GM-Takata RICO Enterprise benefited from the common purpose: the GM Defendants sold or leased more Class Vehicles, and received more for those vehicles, than they would have otherwise had the scope and nature of the Inflator Defect not been concealed; Takata sold more Defective Airbags to the GM Defendants than it would have otherwise, had the scope and nature of the Inflator Defect not been concealed; and the dealerships sold and serviced more Class Vehicles, and sold or leased those vehicles at a much higher price, as a result of the concealment of the scope and nature of the Inflator Defect from Plaintiffs and Class members.

**Pattern of Racketeering Activity**

577. The GM Defendants conducted and participated in the conduct of the affairs of the New GM-Takata RICO Enterprise through a long-running pattern of racketeering activity, beginning July 10, 2009, and continuing to this day, consisting of numerous and repeated violations of the federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud, in violation of 18 U.S.C. §§ 1341 and 1343.

578. For the GM Defendants, the purpose of the scheme to defraud was to conceal the scope and nature of the Inflator Defect found in millions of Defective Airbags in the United States in order to sell more vehicles, to sell them at a higher price or for a higher profit, and to avoid incurring the expenses associated with repairing the Inflator Defect in GM vehicles that the GM Defendants were obligated to recall. By concealing the scope and nature of the Inflator Defect in millions of Defective Airbags, Defendants also maintained and boosted consumer

confidence in the GM brand and avoided remediation costs and negative publicity, all of which furthered the scheme to defraud and helped the GM Defendants and Takata sell more vehicles and airbags than they otherwise would have sold, and to sell them at a much higher price or for a higher profit.

579. As detailed in the General Factual Allegations, the GM Defendants were well aware of the risks of using ammonium nitrate as the propellant in their inflators, but intentionally subjected Plaintiffs and Class members to those risks or consciously disregarded those risks in order to maximize their profits. Moreover, even after the GM Defendants became aware of multiple ruptures in Takata inflators being used in New GM vehicles and vehicles for which Defendants are responsible to recall, and after the Inflator Defect began maiming and killing vehicle occupants in other manufacturers' vehicles in the field, the GM Defendants continued to conceal the nature and scope of the Inflator Defect.

580. To further the scheme to defraud, the GM Defendants misrepresented and concealed the nature and scope of the Inflator Defect. The GM Defendants repeatedly described the defect as a contained and corrected manufacturing defect that only manifested itself in certain areas of the country, when in fact the GM Defendants knew that the Inflator Defect is a fundamental, uniform defect that manifests itself across the country, in every Takata airbag equipped in a New GM vehicle, or vehicle for which Defendants are responsible to recall.

581. To further the scheme to defraud, the GM Defendants concealed the nature and scope of the Inflator Defect from federal regulators, enabling the GM Defendants to escape and delay investigation and costs associated with recalls.



582. To further the scheme to defraud, the GM Defendants promoted and touted the safety, reliability, and quality of their vehicles while simultaneously concealing the nature and scope of the Inflater Defect.

583. To carry out, or attempt to carry out the scheme to defraud, the GM Defendants have conducted or participated in the conduct of the affairs of the New GM-Takata RICO Enterprise through the following pattern of racketeering activity that employed the use of the mail and wire facilities, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud):

- a. The GM Defendants devised and furthered the scheme to defraud by use of the mail, telephone, and internet, and transmitted, or caused to be transmitted, by means of mail and wire facilities travelling in interstate or foreign commerce, writing(s) and/or signal(s), including the Takata website, communications with NHTSA, statements to the press, and communications with other members of the New GM-Takata RICO Enterprise, as well as advertisements and other communications to the GM Defendants' customers and other purchasers of New GM vehicles and vehicles for which the GM Defendants are responsible to recall, including Plaintiffs and Class members; and
- b. The GM Defendants utilized the interstate and international mail and wires for the purpose of obtaining money or property by means of the omissions, false pretense, and misrepresentations described herein.

584. Since July 10, 2009, to present, the GM Defendants' pattern of racketeering activity in violation of the mail and wire fraud statutes included, but was not limited to, the following:

c. 

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

585. GM Defendants’ conduct in furtherance of this scheme was intentional. Plaintiffs and Class members were directly harmed as a result of their intentional conduct. Plaintiffs, Class members, and federal regulators, among others, relied on GM Defendants’ material misrepresentations and omissions.

586. As described throughout this Complaint, on or after July 10, 2009, GM Defendants engaged in a pattern of related and continuous predicate acts. The predicate acts constituted a variety of unlawful activities, each conducted with the common purpose of defrauding Plaintiffs and other Class members and obtaining significant monies and revenues from them while providing vehicles with Defective Airbags worth significantly less than the purchase price paid. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

587. The predicate acts all had the purpose of generating significant revenue and profits for Defendants and the New GM-Takata RICO Enterprise at the expense of Plaintiffs and Class members. The predicate acts were committed or caused to be committed by GM Defendants through their participation in the New GM-Takata RICO Enterprise, and in

furtherance of their fraudulent scheme, and were interrelated in that they involved obtaining Plaintiffs' and Class members' funds, and avoiding the expenses associated with remediating the Inflator Defect.

588. By reason of and as a result of the conduct of GM Defendants, and in particular, their pattern of racketeering activity, Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs paid for vehicles with safe airbag systems, and obtained vehicles with anything but, and were deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless, and the Automotive Recyclers are now unable to sell them; and
- c. the values of Class Vehicles have diminished, thus reducing their resale values.

589. GM Defendants' violations of 18 U.S.C. § 1962(c) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs; and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive relief, equitable relief, and costs and reasonable attorneys' fees, pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

#### **COUNT 6**

#### **Violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1962(d), against the GM Defendants**

590. Plaintiffs Butler, Knox, Snyder's, and Weaver bring this claim against the GM Defendants on behalf of themselves and the Nationwide Automotive Recycler Class



591. In addition to the General Factual Allegations re-alleged and incorporated herein, Plaintiffs re-allege and incorporate the allegations set forth in Count 5 above.

592. At all relevant times, Takata and GM Defendants were associated with the New GM-Takata RICO Enterprise, and agreed and conspired to violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate, directly and indirectly, in the conduct of the affairs of the New GM-Takata RICO Enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(d).

593. Since the 363 sale to New GM in July 2009, Takata and GM Defendants shared information about erroneous or injurious airbag deployments; jointly and secretly investigated the possible causes of those deployments; delayed and/or prevented the release of inculpatory information, misled regulatory authorities; and maintained a consistent public posture as to the scope of vehicles affected by the Defective Airbags and the safety risks those airbags posed. Defendants' close cooperation with Takata on issues surrounding the Inflator Defect, and joint participation in predicate acts described below, is evidence of the conspiracy to participate in a RICO enterprise and conspiracy to conduct the affairs of such an enterprise through a pattern of racketeering activity.

**Overt Acts**

594. GM Defendants committed, and caused to be committed, a series of overt acts in furtherance of the conspiracy and to affect the objects thereof. More specifically, the following conduct and overt acts demonstrate the ongoing conspiracy between GM Defendants and Takata:

a. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

595. In addition, Takata engaged in the following predicate acts in furtherance of the conspiracy:

a. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

596. GM Defendants agreed to, and did engage and participate in, the conduct of the New GM-Takata RICO Enterprise's affairs, through a pattern of racketeering activity and for the unlawful purpose of defrauding Plaintiffs and Class members, as more fully described above.

597. As a direct and proximate result of GM Defendants' conspiracy and violation of 18 U.S.C. § 1962(d), Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs paid for vehicles with safe airbag systems, and obtained vehicles with anything but, and have been deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless, and the Automotive Recyclers are now unable to sell them; and
- c. the values of Class Vehicles have diminished, thus reducing their resale values.

598. Plaintiffs and Class Members seek to hold Defendants liable only for damages resulting from conduct of GM Defendants, their co-conspirators, and the New GM-Takata RICO Enterprise that occurred on or after July 10, 2009.

599. Had GM Defendants been entirely forthcoming with NHTSA and with the public in a timely manner about the vast scope of the Inflator Defect and the grave risks it posed to countless vehicle occupants, as was their duty, Plaintiffs would not have suffered these harms. GM Defendants' conspiracy to commit mail fraud and/or wire fraud was reasonably calculated to deceive persons of ordinary prudence and comprehension, and was committed with reckless indifference to the truth if not the outright intent to deceive.

600. GM Defendants' conspiracy to violate 18 U.S.C. § 1962(c) was committed with the specific intent to defraud, thereby entitling Plaintiffs to treble damages under 18 U.S.C. § 1964(c).

601. GM Defendants' violations of 18 U.S.C. § 1962(d) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

### **COUNT 7**

#### **Violation of 18 U.S.C. § 1962(c), the Racketeer Influenced and Corrupt Organizations Act ("RICO"), against the Nissan Defendants**

602. All Plaintiffs bring this Count on behalf of themselves and the Nationwide Automotive Recycler Class against the Nissan Defendants.

603. The Nissan Defendants are all "persons" under 18 U.S.C. § 1961(3).



604. The Nissan Defendants violated 18 U.S.C. § 1962(c) by participating in or conducting the affairs of the Nissan-Takata RICO Enterprise through a pattern of racketeering activity.

605. Plaintiffs and Class members are “person[s] injured in his or her business or property” by reason of the Nissan Defendants’ violation of RICO within the meaning of 18 U.S.C. § 1964(c).

**The Nissan-Takata RICO Enterprise**

606. The following persons, and others presently unknown, have been members of and constitute an “association-in-fact enterprise” within the meaning of RICO, and will be referred to herein collectively as the Nissan-Takata RICO Enterprise:

- a. The Nissan Defendants, who designed, manufactured, and sold millions of vehicles equipped with Defective Airbags that they knew, or were reckless in not knowing, contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a decade, while falsely and inaccurately representing that their vehicles were safe, thereby deceiving Plaintiffs and Class members.
- b. Takata, who, with Nissan’s guidance, designed, manufactured, and sold millions of Defective Airbags knowing that they contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a decade.
- c. The Nissan Defendants’ Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the Nissan-Takata RICO Enterprise to deceive Plaintiffs and Class members into

purchasing dangerous and defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.

- d. Takata's Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the Nissan-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.
- e. Dealerships that sell vehicles manufactured by the Nissan Defendants, which sold or leased the Class Vehicles containing Defective Airbags to Plaintiffs and Class members, and continue to install replacement airbags manufactured by Takata into recalled Class Vehicles that suffer from the same Inflator Defect that plagues the removed airbags.

607. The Nissan-Takata RICO Enterprise, which engaged in, and whose activities affected interstate and foreign commerce, is an association-in-fact of individuals and corporate entities within the meaning of 18 U.S.C. § 1961(4) and consists of "persons" associated together for a common purpose. The Nissan-Takata RICO Enterprise had an ongoing organization with an ascertainable structure, and functioned as a continuing unit with separate roles and responsibilities.

608. While the Nissan Defendants participated in the conduct of the Nissan-Takata RICO Enterprise, they had an existence separate and distinct from the Nissan-Takata RICO Enterprise. Further, the Nissan-Takata RICO Enterprise was separate and distinct from the pattern of racketeering in which the Nissan Defendants have engaged.

609. At all relevant times, the Nissan Defendants operated, controlled or managed the Nissan-Takata RICO Enterprise, through a variety of actions. The Nissan Defendants' participation in the Nissan-Takata RICO Enterprise was necessary for the successful operation of its scheme to defraud because the Nissan Defendants manufactured, marketed, and sold Class Vehicles with the Defective Airbags, concealed the nature and scope of the Inflator Defect, and profited from such concealment.

610. The members of the Nissan-Takata RICO Enterprise all served a common purpose: to sell as many airbags, and vehicles containing such airbags, as possible, and thereby maximize the revenue and profitability of the Nissan-Takata RICO Enterprise's members. The members of the Nissan-Takata RICO Enterprise shared the bounty generated by the enterprise, i.e., by sharing the benefit derived from increased sales revenue generated by the scheme to defraud. Each member of the Nissan-Takata RICO Enterprise benefited from the common purpose: the Nissan Defendants sold or leased more Class Vehicles, and received more for those vehicles, than they would have otherwise had the scope and nature of the Inflator Defect not been concealed; Takata sold more Defective Airbags to the Nissan Defendants than they would have otherwise had the scope and nature of the Inflator Defect not been concealed; and the dealerships sold and serviced more Class Vehicles, and sold or leased those vehicles at a much higher price, as a result of the concealment of the scope and nature of the Inflator Defect from Plaintiffs and Class members.

#### **Pattern of Racketeering Activity**

611. The Nissan Defendants conducted and participated in the conduct of the affairs of the Nissan-Takata RICO Enterprise through a pattern of racketeering activity that has lasted for more than a decade, beginning no later than 2004 and continuing to this day, and that consisted

of numerous and repeated violations of the federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud, in violation of 18 U.S.C. §§ 1341 and 1343.

612. For the Nissan Defendants, the purpose of the scheme to defraud was to conceal the scope and nature of the Inflator Defect found in millions of Defective Airbags in the United States in order to sell more vehicles, to sell them at a higher price or for a higher profit, and to avoid incurring the expenses associated with recalling vehicles plagued by the Inflator Defect. By concealing the scope and nature of the Inflator Defect in millions of vehicles containing Defective Airbags, the Nissan Defendants also maintained and boosted consumer confidence in the Nissan brand, and avoided remediation costs and negative publicity, all of which furthered the scheme to defraud and helped the Nissan Defendants sell more vehicles than they would otherwise have sold, and to sell them at a much higher price or for a higher profit.

613. As detailed in the General Factual Allegations, the Nissan Defendants were well aware of the risks of using ammonium nitrate as the propellant in its inflators, but intentionally subjected Plaintiffs and Class members to those risks or consciously disregarded those risks in order to maximize their profits. Moreover, once the Inflator Defect began resulting in field incidents, the Nissan Defendants held meetings that further revealed and/or reconfirmed the dangers associated with the Inflator Defect, but then continued to conceal the nature and scope of the Inflator Defect.

614. To further the scheme to defraud, the Nissan Defendants repeatedly misrepresented and concealed the nature and scope of the Inflator Defect. The Nissan Defendants repeatedly described the defect as a contained and corrected manufacturing defect that only manifested in certain airbags and/or certain areas of the country, when in fact the

Nissan Defendants knew, or consciously disregarded knowing, that the Inflator Defect is a fundamental, uniform defect—i.e., the reckless use of the unstable and dangerous ammonium nitrate as the propellant in the inflator—that plagues every Takata airbag equipped in a Nissan vehicle and manifests itself across the country.

615. To further the scheme to defraud, the Nissan Defendants concealed the nature and scope of the Inflator Defect from federal regulators, enabling it to escape investigation and costs associated with recalls for more than a decade.

616. To further the scheme to defraud, the Nissan Defendants would promote and tout the safety, reliability, and quality of their vehicles with airbags while simultaneously concealing the nature and scope of the Inflator Defect.

617. To carry out, or attempt to carry out the scheme to defraud, the Nissan Defendants have conducted or participated in the conduct of the affairs of the Nissan-Takata RICO Enterprise through the following pattern of racketeering activity that employed the use of the mail and wire facilities, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud):

- a. The Nissan Defendants devised and furthered the scheme to defraud by use of the mail, telephone, and internet, and transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, writing(s) and/or signal(s), including the Nissan website, communications with NHTSA, statements to the press, and communications with other members of the Nissan-Takata RICO Enterprise, as well as advertisements and other communications to the Nissan Defendants' customers, including Plaintiffs and Class members; and

b. The Nissan Defendants utilized the interstate and international mail and wires for the purpose of obtaining money or property by means of the omissions, false pretense, and misrepresentations described herein.

618. The Nissan Defendants' pattern of racketeering activity in violation of the mail and wire fraud statutes included but was not limited to the following:

a. [REDACTED]

[REDACTED]

c. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

619. The Nissan Defendants' conduct in furtherance of this scheme was intentional. Plaintiffs and Class members were directly harmed as a result of the Nissan Defendants' intentional conduct. Plaintiffs, Class members, and federal regulators, among others, relied on the Nissan Defendants' material misrepresentations and omissions.

620. As described throughout this Complaint, the Nissan Defendants engaged in a pattern of related and continuous predicate acts for more than a decade. The predicate acts constituted a variety of unlawful activities, each conducted with the common purpose of defrauding Plaintiffs and other Class members and obtaining significant monies and revenues from them while providing Defective Airbags worth significantly less than the purchase price paid. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

621. The predicate acts all had the purpose of generating significant revenue and profits for the Nissan Defendants and the Nissan-Takata RICO Enterprise at the expense of Plaintiffs and Class members. The predicate acts were committed or caused to be committed by the Nissan Defendants through their participation in the Nissan-Takata RICO Enterprise and in furtherance of its fraudulent scheme, and were interrelated in that they involved obtaining Plaintiffs' and Class members' funds and avoiding the expenses associated with remediating the Inflator Defect.

622. By reason of and as a result of the conduct of the Nissan Defendants, and in particular, its pattern of racketeering activity, Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for purchased Class Vehicles, in that Plaintiffs believed they were paying for vehicles with safe airbag systems and obtained vehicles with anything but, and were deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless and the Automotive Recyclers are now unable to sell them; and
- c. the value of the Class Vehicles has diminished, thus reducing their resale value.

623. The Nissan Defendants' violations of 18 U.S.C. § 1962(c) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

### **COUNT 8**

#### **Violation of 18 U.S.C. § 1962(d), the Racketeer Influenced And Corrupt Organizations Act ("RICO"), against the Nissan Defendants.**

624. All Plaintiffs bring this claim on behalf of themselves and the Nationwide Automotive Recycler Class against the Nissan Defendants.

625. In addition to the General Factual Allegations re-alleged and incorporated herein through the general Reallegation and Incorporation by Reference Paragraph above, Plaintiffs re-allege and incorporate the allegations set forth in Count 7.

626. At all relevant times, Takata and the Nissan Defendants were associated with the Nissan-Takata RICO Enterprise, and agreed and conspired to violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate, directly and indirectly, in the conduct of the affairs of the Nissan-Takata RICO Enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(d).

627. Over the course of the past decade, the Nissan Defendants and Takata shared information about the Defective Airbags' inherent flaws, their inability to meet safety specifications, and abnormal airbag deployments experienced by other automakers; delayed and/or prevented the release of inculpatory information; and maintained a consistent public posture as to the scope of vehicles affected by the Defective Airbags and the safety risks those airbags posed. The Nissan Defendants' and Takata's close cooperation on issues surrounding the Inflator Defect and joint participation in predicate acts described below is evidence of the conspiracy.

**Overt Acts**

628. Takata and Nissan Defendants committed and caused to be committed a series of overt acts in furtherance of the conspiracy and to affect the objects thereof.

629. More specifically, the following conduct and overt acts demonstrate the ongoing conspiracy between Nissan and Takata:

- a. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

e. [REDACTED]  
[REDACTED]  
[REDACTED]

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[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

630. Nissan and Takata agreed to and did conduct and participate in the conduct of the Nissan-Takata RICO Enterprise's affairs through a pattern of racketeering activity and for the unlawful purpose of defrauding Plaintiffs and Class members, as more fully described in the prior Count.

631. As a direct and proximate result of Nissan's and Takata's conspiracy and violation of 18 U.S.C. § 1962(d), Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs believed they were paying for vehicles with safe airbag systems and obtained vehicles with anything but, and have been deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless and the Automotive Recyclers are now unable to sell them; and
- c. the Class Vehicles' value has diminished, thus reducing their resale value.

632. Had Takata and/or Nissan been entirely forthcoming with NHTSA and with the public in a timely manner about the vast scope of the Inflator Defect and the grave risks it posed to countless vehicle occupants, as was their duty, Plaintiffs would not have suffered these harms. Takata's and Nissan's conspiracy to commit mail fraud and/or wire fraud was reasonably

calculated to deceive persons of ordinary prudence and comprehension, and was committed with reckless indifference to the truth if not the outright intent to deceive.

633. Nissan's and Takata's conspiracy to violate 18 U.S.C. § 1962(c) was committed with the specific intent to defraud, thereby entitling Plaintiffs to treble damages under 18 U.S.C. § 1964(c).

634. The Nissan Defendants' violations of 18 U.S.C. § 1962(d) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

### **COUNT 9**

#### **Violation of 18 U.S.C. § 1962(c), the Racketeer Influenced and Corrupt Organizations Act ("RICO"), against the BMW Defendants**

635. All Plaintiffs bring this Count on behalf themselves and of the Nationwide Automotive Recycler Class against the BMW Defendants.

636. The BMW Defendants are all "persons" under 18 U.S.C. § 1961(3).

637. The BMW Defendants violated 18 U.S.C. § 1962(c) by participating in or conducting the affairs of the BMW-Takata RICO Enterprise through a pattern of racketeering activity.

638. Plaintiffs and Class members are "person[s] injured in his or her business or property" by reason of the BMW Defendants' violation of RICO within the meaning of 18 U.S.C. § 1964(c).



**The BMW-Takata RICO Enterprise**

639. The following persons, and others presently unknown, have been members of and constitute an “association-in-fact enterprise” within the meaning of RICO, and will be referred to herein collectively as the BMW-Takata RICO Enterprise:

- a. The BMW Defendants, who designed, manufactured, and sold millions of vehicles equipped with Defective Airbags that they knew, or were reckless in not knowing, contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a decade, while falsely and inaccurately representing that their vehicles were safe, thereby deceiving Plaintiffs and Class members.
- b. Takata, who, with BMW’s guidance, designed, manufactured, and sold millions of Defective Airbags knowing that they contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a decade.
- c. The BMW Defendants’ Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the BMW-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.
- d. Takata’s Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the BMW-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and

defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.

640. The BMW-Takata RICO Enterprise, which engaged in, and whose activities affected interstate and foreign commerce, is an association-in-fact of individuals and corporate entities within the meaning of 18 U.S.C. § 1961(4) and consists of “persons” associated together for a common purpose. The BMW-Takata RICO Enterprise had an ongoing organization with an ascertainable structure, and functioned as a continuing unit with separate roles and responsibilities.

641. While the BMW Defendants participated in the conduct of the BMW-Takata RICO Enterprise, they had an existence separate and distinct from the BMW-Takata RICO Enterprise. Further, the BMW-Takata RICO Enterprise was separate and distinct from the pattern of racketeering in which the BMW Defendants have engaged.

642. At all relevant times, the BMW Defendants operated, controlled, or managed the BMW-Takata RICO Enterprise, through a variety of actions. The BMW Defendants’ participation in the BMW-Takata RICO Enterprise was necessary for the successful operation of its scheme to defraud because the BMW Defendants manufactured, marketed, and sold Class Vehicles with the Defective Airbags, concealed the nature and scope of the Inflator Defect, and profited from such concealment.

643. The members of the BMW-Takata RICO Enterprise all served a common purpose: to sell as many airbags, and vehicles containing such airbags, as possible, and thereby maximize the revenue and profitability of the BMW-Takata RICO Enterprise’s members. The members of the BMW-Takata RICO Enterprise shared the bounty generated by the enterprise, i.e., by sharing the benefit derived from increased sales revenue generated by the scheme to

defraud. Each member of the BMW-Takata RICO Enterprise benefited from the common purpose: the BMW Defendants sold or leased more Class Vehicles, and received more for those vehicles, than they would have otherwise had the scope and nature of the Inflator Defect not been concealed; the BMW Defendants sold more Defective Airbags to the BMW Defendants than they would have otherwise had the scope and nature of the Inflator Defect not been concealed; and the dealerships sold and serviced more Class Vehicles, and sold or leased those vehicles at a much higher price, as a result of the concealment of the scope and nature of the Inflator Defect from Plaintiffs and Class members.

#### **Pattern of Racketeering Activity**

644. The BMW Defendants conducted and participated in the conduct of the affairs of the BMW-Takata RICO Enterprise through a pattern of racketeering activity that has lasted for more than a decade, beginning no later than 2003 and continuing to this day, and that consisted of numerous and repeated violations of the federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud, in violation of 18 U.S.C. §§ 1341 and 1343.

645. For the BMW Defendants, the purpose of the scheme to defraud was to conceal the scope and nature of the Inflator Defect found in millions of Defective Airbags in the United States in order to sell more vehicles, to sell them at a higher price or for a higher profit, and to avoid incurring the expenses associated with recalling vehicles plagued by the Inflator Defect. By concealing the scope and nature of the Inflator Defect in millions of vehicles containing Defective Airbags, the BMW Defendants also maintained and boosted consumer confidence in the BMW brand, and avoided remediation costs and negative publicity, all of which furthered the

scheme to defraud and helped the BMW Defendants sell more vehicles than they would otherwise have sold, and to sell them at a much higher price or for a higher profit.

646. As detailed in the General Factual Allegations, the BMW Defendants were well aware of the risks of using ammonium nitrate as the propellant in its inflators, but intentionally subjected Plaintiffs and Class members to those risks or consciously disregarded those risks in order to maximize their profits. Moreover, once the Inflator Defect began resulting in field incidents, the BMW Defendants held meetings that further revealed and/or reconfirmed the dangers associated with the Inflator Defect, but then continued to conceal the nature and scope of the Inflator Defect.

647. To further the scheme to defraud, the BMW Defendants repeatedly misrepresented and concealed the nature and scope of the Inflator Defect. The BMW Defendants repeatedly described the defect as a contained and corrected manufacturing defect that only manifested in certain airbags and/or certain areas of the country, when in fact the BMW Defendants knew, or consciously disregarded knowing, that the Inflator Defect is a fundamental, uniform defect—i.e., the reckless use of the unstable and dangerous ammonium nitrate as the propellant in the inflator—that plagues every Takata airbag equipped in a BMW vehicle and manifests itself across the country.

648. To further the scheme to defraud, the BMW Defendants concealed the nature and scope of the Inflator Defect from federal regulators, enabling it to escape investigation and costs associated with recalls for more than a decade.

649. To further the scheme to defraud, the BMW Defendants would promote and tout the safety, reliability, and quality of their vehicles with airbags while simultaneously concealing the nature and scope of the Inflator Defect.

650. To carry out, or attempt to carry out the scheme to defraud, the BMW Defendants have conducted or participated in the conduct of the affairs of the BMW-Takata RICO Enterprise through the following pattern of racketeering activity that employed the use of the mail and wire facilities, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud):

- a. The BMW Defendants devised and furthered the scheme to defraud by use of the mail, telephone, and internet, and transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, writing(s) and/or signal(s), including the BMW website, communications with NHTSA, statements to the press, and communications with other members of the BMW-Takata RICO Enterprise, as well as advertisements and other communications to the BMW Defendants' customers, Plaintiffs, and Class members; and
- b. The BMW Defendants utilized the interstate and international mail and wires for the purpose of obtaining money or property by means of the omissions, false pretense, and misrepresentations described herein.

651. The BMW Defendants' pattern of racketeering activity in violation of the mail and wire fraud statutes included but was not limited to the following:

- a. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

652. The BMW Defendants' conduct in furtherance of this scheme was intentional. Plaintiffs and Class members were directly harmed as a result of the BMW Defendants' intentional conduct. Plaintiffs, Class members, and federal regulators, among others, relied on the BMW Defendants' material misrepresentations and omissions.

653. As described throughout this Complaint, the BMW Defendants engaged in a pattern of related and continuous predicate acts for more than a decade. The predicate acts constituted a variety of unlawful activities, each conducted with the common purpose of defrauding Plaintiffs and other Class members and obtaining significant monies and revenues from them while providing Defective Airbags worth significantly less than the purchase price paid. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

654. The predicate acts all had the purpose of generating significant revenue and profits for the BMW Defendants and the BMW-Takata RICO Enterprise at the expense of Plaintiffs and Class members. The predicate acts were committed or caused to be committed by the BMW Defendants through their participation in the BMW-Takata RICO Enterprise and in furtherance of its fraudulent scheme, and were interrelated in that they involved obtaining Plaintiffs' and Class members' funds and avoiding the expenses associated with remediating the Inflator Defect.

655. By reason of and as a result of the conduct of the BMW Defendants, and in particular, its pattern of racketeering activity, Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:



- a. overpayment for purchased Class Vehicles, in that Plaintiffs believed they were paying for vehicles with safe airbag systems and obtained vehicles with anything but, and were deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless and the Automotive Recyclers are now unable to sell them; and
- c. the value of the Class Vehicles has diminished, thus reducing their resale value.

656. The BMW Defendants' violations of 18 U.S.C. § 1962(c) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

#### **COUNT 10**

#### **Violation of 18 U.S.C. § 1962(d), the Racketeer Influenced And Corrupt Organizations Act ("RICO"), against the BMW Defendants.**

657. All Plaintiffs bring this claim on behalf themselves of the Nationwide Automotive Recycler Class against the BMW Defendants.

658. In addition to the General Factual Allegations re-alleged and incorporated herein through the general Reallegation and Incorporation by Reference Paragraph above, Plaintiffs re-allege and incorporate the allegations set forth in Count 9.

659. At all relevant times, the BMW Defendants were associated with the BMW-Takata RICO Enterprise, and agreed and conspired to violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate, directly and indirectly, in the conduct of the affairs of the BMW-

Takata RICO Enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(d).

660. Over the course of the past decade, the BMW Defendants and Takata shared information about the Defective Airbags' inherent flaws, their inability to meet safety specifications, and abnormal airbag deployments experienced by other automakers; delayed and/or prevented the release of inculpatory information; and maintained a consistent public posture as to the scope of vehicles affected by the Defective Airbags and the safety risks those airbags posed. The BMW Defendants' and Takata's close cooperation on issues surrounding the Inflator Defect and joint participation in predicate acts described below is evidence of the conspiracy.

**Overt Acts**

661. The BMW Defendants committed and caused to be committed a series of overt acts in furtherance of the conspiracy and to affect the objects thereof.

662. More specifically, the following conduct and overt acts demonstrate the ongoing conspiracy between BMW and Takata:

- a. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

663. BMW and Takata agreed to and did conduct and participate in the conduct of the BMW-Takata RICO Enterprise’s affairs through a pattern of racketeering activity and for the unlawful purpose of defrauding Plaintiffs and Class members, as more fully described in the prior Count.

664. As a direct and proximate result of BMW's and Takata's conspiracy and violation of 18 U.S.C. § 1962(d), Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs believed they were paying for vehicles with safe airbag systems and obtained vehicles with anything but, and have been deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless and the Automotive Recyclers are now unable to sell them; and
- c. the Class Vehicles' value has diminished, thus reducing their resale value.

665. Had BMW been entirely forthcoming with NHTSA and with the public in a timely manner about the vast scope of the Inflator Defect and the grave risks it posed to countless vehicle occupants, as was their duty, Plaintiffs would not have suffered these harms. BMW's conspiracy to commit mail fraud and/or wire fraud was reasonably calculated to deceive persons of ordinary prudence and comprehension, and was committed with reckless indifference to the truth if not the outright intent to deceive.

666. BMW's conspiracy to violate 18 U.S.C. § 1962(c) was committed with the specific intent to defraud, thereby entitling Plaintiffs to treble damages under 18 U.S.C. § 1964(c).

667. The BMW Defendants' violations of 18 U.S.C. § 1962(d) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as

injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

**COUNT 11**

**Violation of 18 U.S.C. § 1962(c), the Racketeer Influenced and Corrupt Organizations Act ("RICO"), against the Mazda Defendants**

668. All Plaintiffs bring this Count on behalf of themselves and the Nationwide Automotive Recycler Class against the Mazda Defendants.

669. The Mazda Defendants are all "persons" under 18 U.S.C. § 1961(3).

670. The Mazda Defendants violated 18 U.S.C. § 1962(c) by participating in or conducting the affairs of the Mazda-Takata RICO Enterprise, defined below, through a pattern of racketeering activity.

671. Plaintiffs and Class members are "person[s] injured in his or her business or property" by reason of the Mazda Defendants' violation of RICO within the meaning of 18 U.S.C. § 1964(c).

**The Mazda-Takata RICO Enterprise**

672. The following persons, and others presently unknown, have been members of and constitute an "association-in-fact enterprise" within the meaning of RICO, and will be referred to herein collectively as the Mazda-Takata RICO Enterprise:

- a. The Mazda Defendants, who designed, manufactured, and sold millions of vehicles equipped with Defective Airbags that they knew, or were reckless in not knowing, contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a decade, while falsely and inaccurately representing that their vehicles were safe, thereby deceiving Plaintiffs and Class members.

- b. Takata, who, with Mazda's guidance, designed, manufactured, and sold millions of Defective Airbags knowing that they contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a decade.
- c. The Mazda Defendants' Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the Mazda-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.
- d. The Takata's Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the Mazda-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.

673. The Mazda-Takata RICO Enterprise, which engaged in, and whose activities affected interstate and foreign commerce, is an association-in-fact of individuals and corporate entities within the meaning of 18 U.S.C. § 1961(4) and consists of "persons" associated together for a common purpose. The Mazda-Takata RICO Enterprise had an ongoing organization with an ascertainable structure, and functioned as a continuing unit with separate roles and responsibilities.

674. While the Mazda Defendants participated in the conduct of the Mazda-Takata RICO Enterprise, they had an existence separate and distinct from the Mazda-Takata RICO

Enterprise. Further, the Mazda-Takata RICO Enterprise was separate and distinct from the pattern of racketeering in which the Mazda Defendants have engaged.

675. At all relevant times, the Mazda Defendants operated, controlled or managed the Mazda-Takata RICO Enterprise, through a variety of actions. The Mazda Defendants' participation in the Mazda-Takata RICO Enterprise was necessary for the successful operation of its scheme to defraud because the Mazda Defendants manufactured, marketed, and sold Class Vehicles with the Defective Airbags, concealed the nature and scope of the Inflator Defect, and profited from such concealment.

676. The members of the Mazda-Takata RICO Enterprise all served a common purpose: to sell as many airbags, and vehicles containing such airbags, as possible, and thereby maximize the revenue and profitability of the Mazda-Takata RICO Enterprise's members. The members of the Mazda-Takata RICO Enterprise shared the bounty generated by the enterprise, i.e., by sharing the benefit derived from increased sales revenue generated by the scheme to defraud. Each member of the Mazda-Takata RICO Enterprise benefited from the common purpose: the Mazda Defendants sold or leased more Class Vehicles, and received more for those vehicles, than they would have otherwise had the scope and nature of the Inflator Defect not been concealed; Takata sold more Defective Airbags to the Mazda Defendants than they would have otherwise had the scope and nature of the Inflator Defect not been concealed; and the dealerships sold and serviced more Class Vehicles, and sold or leased those vehicles at a much higher price, as a result of the concealment of the scope and nature of the Inflator Defect from Plaintiffs and Class members.

**Pattern of Racketeering Activity**

677. The Mazda Defendants conducted and participated in the conduct of the affairs of the Mazda-Takata RICO Enterprise through a pattern of racketeering activity that has lasted for more than a decade, beginning no later than 2004 and continuing to this day, and that consisted of numerous and repeated violations of the federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud, in violation of 18 U.S.C. §§ 1341 and 1343.

678. For the Mazda Defendants, the purpose of the scheme to defraud was to conceal the scope and nature of the Inflator Defect found in millions of Defective Airbags in the United States in order to sell more vehicles, to sell them at a higher price or for a higher profit, and to avoid incurring the expenses associated with recalling vehicles plagued by the Inflator Defect. By concealing the scope and nature of the Inflator Defect in millions of vehicles containing Defective Airbags, the Mazda Defendants also maintained and boosted consumer confidence in the Mazda brand, and avoided remediation costs and negative publicity, all of which furthered the scheme to defraud and helped the Mazda Defendants sell more vehicles than they would otherwise have sold, and to sell them at a much higher price or for a higher profit.

679. As detailed in the General Factual Allegations, the Mazda Defendants were well aware of the risks of using ammonium nitrate as the propellant in its inflators, but intentionally subjected Plaintiffs and Class members to those risks or consciously disregarded those risks in order to maximize their profits. Moreover, once the Inflator Defect began resulting in field incidents, the Mazda Defendants held meetings that further revealed and/or reconfirmed the dangers associated with the Inflator Defect, but then continued to conceal the nature and scope of the Inflator Defect.



680. To further the scheme to defraud, the Mazda Defendants repeatedly misrepresented and concealed the nature and scope of the Inflator Defect. The Mazda Defendants repeatedly described the defect as a contained and corrected manufacturing defect that only manifested in certain airbags and/or certain areas of the country, when in fact the Mazda Defendants knew, or consciously disregarded knowing, that the Inflator Defect is a fundamental, uniform defect—i.e., the reckless use of the unstable and dangerous ammonium nitrate as the propellant in the inflator—that plagues every Takata airbag equipped in a Mazda vehicle and manifests itself across the country.

681. To further the scheme to defraud, the Mazda Defendants concealed the nature and scope of the Inflator Defect from federal regulators, enabling it to escape investigation and costs associated with recalls for more than a decade.

682. To further the scheme to defraud, the Mazda Defendants would promote and tout the safety, reliability, and quality of their vehicles with airbags while simultaneously concealing the nature and scope of the Inflator Defect.

683. To carry out, or attempt to carry out the scheme to defraud, the Mazda Defendants have conducted or participated in the conduct of the affairs of the Mazda-Takata RICO Enterprise through the following pattern of racketeering activity that employed the use of the mail and wire facilities, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud):

- a. The Mazda Defendants devised and furthered the scheme to defraud by use of the mail, telephone, and internet, and transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, writing(s) and/or signal(s), including the Mazda website, communications with NHTSA, statements to the press, and communications with

other members of the Mazda-Takata RICO Enterprise, as well as advertisements and other communications to the Mazda Defendants' customers, Plaintiffs, and Class members; and

- b. The Mazda Defendants utilized the interstate and international mail and wires for the purpose of obtaining money or property by means of the omissions, false pretense, and misrepresentations described herein.

684. The Mazda Defendants' pattern of racketeering activity in violation of the mail and wire fraud statutes included but was not limited to the following:

- a. [REDACTED]

- b. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

685. The Mazda Defendants' conduct in furtherance of this scheme was intentional. Plaintiffs and Class members were directly harmed as a result of the Mazda Defendants' intentional conduct. Mazda, Class members, and federal regulators, among others, relied on the Mazda Defendants' material misrepresentations and omissions.

686. As described throughout this Complaint, the Mazda Defendants engaged in a pattern of related and continuous predicate acts for more than a decade. The predicate acts constituted a variety of unlawful activities, each conducted with the common purpose of defrauding customers, Plaintiffs, and other Class members and obtaining or retaining significant

monies and revenues from them while providing Defective Airbags worth significantly less than the purchase price paid. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

687. The predicate acts all had the purpose of generating significant revenue and profits for the Mazda Defendants and the Mazda-Takata RICO Enterprise at the expense of Plaintiffs and Class members. The predicate acts were committed or caused to be committed by the Mazda Defendants through their participation in the Mazda-Takata RICO Enterprise and in furtherance of its fraudulent scheme, and were interrelated in that they involved obtaining Plaintiffs' and Class members' funds and avoiding the expenses associated with remediating the Inflator Defect.

688. By reason of and as a result of the conduct of the Mazda Defendants, and in particular, its pattern of racketeering activity, Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for purchased Class Vehicles, in that Plaintiffs believed they were paying for vehicles with safe airbag systems and obtained vehicles with anything but, and were deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless and the Automotive Recyclers are now unable to sell them; and
- c. the value of the Class Vehicles has diminished, thus reducing their resale value.

689. The Mazda Defendants' violations of 18 U.S.C. § 1962(c) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as

injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

**COUNT 12**

**Violation of 18 U.S.C. § 1962(d), the Racketeer Influenced And Corrupt Organizations Act ("RICO"), against the Mazda Defendants.**

690. All Plaintiffs bring this claim on behalf of themselves and the Nationwide Automotive Recycler Class against the Mazda Defendants.

691. In addition to the General Factual Allegations re-alleged and incorporated herein through the general Reallegation and Incorporation by Reference Paragraph above, Plaintiffs re-allege and incorporate the allegations set forth in Count 11.

692. At all relevant times, Takata and the Mazda Defendants were associated with the Mazda-Takata RICO Enterprise, and agreed and conspired to violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate, directly and indirectly, in the conduct of the affairs of the Mazda-Takata RICO Enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(d).

693. Over the course of the past decade, the Mazda Defendants and Takata shared information about the Defective Airbags' inherent flaws, their inability to meet safety specifications, and abnormal airbag deployments experienced by other automakers; delayed and/or prevented the release of inculpatory information; and maintained a consistent public posture as to the scope of vehicles affected by the Defective Airbags and the safety risks those airbags posed. The Mazda Defendants' and Takata's close cooperation on issues surrounding the Inflator Defect and joint participation in predicate acts described below is evidence of the conspiracy.



e. [REDACTED]  
[REDACTED]  
[REDACTED]

696. Mazda and Takata agreed to and did conduct and participate in the conduct of the Mazda-Takata RICO Enterprise's affairs through a pattern of racketeering activity and for the unlawful purpose of defrauding Plaintiffs and Class members, as more fully described in the prior Count.

697. As a direct and proximate result of Mazda's and Takata's conspiracy and violation of 18 U.S.C. § 1962(d), Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs believed they were paying for vehicles with safe airbag systems and obtained vehicles with anything but, and have been deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless and the Automotive Recyclers are now unable to sell them; and
- c. the Class Vehicles' value has diminished, thus reducing their resale value.

698. Had Mazda been entirely forthcoming with NHTSA and with the public in a timely manner about the vast scope of the Inflator Defect and the grave risks it posed to countless vehicle occupants, as was their duty, Plaintiffs would not have suffered these harms. Takata's and Mazda's conspiracy to commit mail fraud and/or wire fraud was reasonably calculated to deceive persons of ordinary prudence and comprehension, and was committed with reckless indifference to the truth if not the outright intent to deceive.



699. Mazda's and Takata's conspiracy to violate 18 U.S.C. § 1962(c) was committed with the specific intent to defraud, thereby entitling Plaintiffs to treble damages under 18 U.S.C. § 1964(c).

700. The Mazda Defendants' violations of 18 U.S.C. § 1962(d) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

### **COUNT 13**

#### **Violation of 18 U.S.C. § 1962(c), the Racketeer Influenced and Corrupt Organizations Act ("RICO"), against the Subaru Defendants**

701. All Plaintiffs bring this Count on behalf of themselves and the Nationwide Automotive Recycler Class against the Subaru Defendants.

702. The Subaru Defendants are all "persons" under 18 U.S.C. § 1961(3).

703. The Subaru Defendants violated 18 U.S.C. § 1962(c) by participating in or conducting the affairs of the Subaru-Takata RICO Enterprise through a pattern of racketeering activity.

704. Plaintiffs and Class members are "person[s] injured in his or her business or property" by reason of the Subaru Defendants' violation of RICO within the meaning of 18 U.S.C. § 1964(c).

#### **The Subaru-Takata RICO Enterprise**

705. The following persons, and others presently unknown, have been members of and constitute an "association-in-fact enterprise" within the meaning of RICO, and will be referred to herein collectively as the Subaru-Takata RICO Enterprise:

- a. The Subaru Defendants, who designed, manufactured, and sold millions of vehicles equipped with Defective Airbags that they knew, or were reckless in not knowing, contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a decade, while falsely and inaccurately representing that their vehicles were safe, thereby deceiving Plaintiffs and Class members.
- b. Takata, who, with Subaru's guidance, designed, manufactured, and sold millions of Defective Airbags knowing that they contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a decade.
- c. The Subaru Defendants' Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the Subaru-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.
- d. The Takata's Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the Subaru-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.

706. The Subaru-Takata RICO Enterprise, which engaged in, and whose activities affected interstate and foreign commerce, is an association-in-fact of individuals and corporate entities within the meaning of 18 U.S.C. § 1961(4) and consists of "persons" associated together

for a common purpose. The Subaru-Takata RICO Enterprise had an ongoing organization with an ascertainable structure, and functioned as a continuing unit with separate roles and responsibilities.

707. While the Subaru Defendants participated in the conduct of the Subaru-Takata RICO Enterprise, they had an existence separate and distinct from the Subaru-Takata RICO Enterprise. Further, the Subaru-Takata RICO Enterprise was separate and distinct from the pattern of racketeering in which the Subaru Defendants have engaged.

708. At all relevant times, the Subaru Defendants operated, controlled or managed the Subaru-Takata RICO Enterprise, through a variety of actions. The Subaru Defendants' participation in the Subaru-Takata RICO Enterprise was necessary for the successful operation of its scheme to defraud because the Subaru Defendants manufactured, marketed, and sold Class Vehicles with the Defective Airbags, concealed the nature and scope of the Inflator Defect, and profited from such concealment.

709. The members of the Subaru-Takata RICO Enterprise all served a common purpose: to sell as many airbags, and vehicles containing such airbags, as possible, and thereby maximize the revenue and profitability of the Subaru-Takata RICO Enterprise's members. The members of the Subaru-Takata RICO Enterprise shared the bounty generated by the enterprise, i.e., by sharing the benefit derived from increased sales revenue generated by the scheme to defraud. Each member of the Subaru-Takata RICO Enterprise benefited from the common purpose: the Subaru Defendants sold or leased more Class Vehicles, and received more for those vehicles, than they would have otherwise had the scope and nature of the Inflator Defect not been concealed; Takata sold more Defective Airbags to the Subaru Defendants than they would have otherwise had the scope and nature of the Inflator Defect not been concealed; and the

dealerships sold and serviced more Class Vehicles, and sold or leased those vehicles at a much higher price, as a result of the concealment of the scope and nature of the Inflator Defect from Plaintiffs and Class members.

**Pattern of Racketeering Activity**

710. The Subaru Defendants conducted and participated in the conduct of the affairs of the Subaru-Takata RICO Enterprise through a pattern of racketeering activity that has lasted for more than a decade, beginning no later than 2004 and continuing to this day, and that consisted of numerous and repeated violations of the federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud, in violation of 18 U.S.C. §§ 1341 and 1343.

711. For the Subaru Defendants, the purpose of the scheme to defraud was to conceal the scope and nature of the Inflator Defect found in millions of Defective Airbags in the United States in order to sell more vehicles, to sell them at a higher price or for a higher profit, and to avoid incurring the expenses associated with recalling vehicles plagued by the Inflator Defect. By concealing the scope and nature of the Inflator Defect in millions of vehicles containing Defective Airbags, the Subaru Defendants also maintained and boosted consumer confidence in the Subaru brand, and avoided remediation costs and negative publicity, all of which furthered the scheme to defraud and helped the Subaru Defendants sell more vehicles than they would otherwise have sold, and to sell them at a much higher price or for a higher profit.

712. As detailed in the General Factual Allegations, the Subaru Defendants were well aware of the risks of using ammonium nitrate as the propellant in its inflators, but intentionally subjected Plaintiffs and Class members to those risks or consciously disregarded those risks in order to maximize their profits. Moreover, once the Inflator Defect began resulting in field

incidents, the Subaru Defendants held meetings that further revealed and/or reconfirmed the dangers associated with the Inflator Defect, but then continued to conceal the nature and scope of the Inflator Defect.

713. To further the scheme to defraud, the Subaru Defendants repeatedly misrepresented and concealed the nature and scope of the Inflator Defect. The Subaru Defendants repeatedly described the defect as a contained and corrected manufacturing defect that only manifested in certain airbags and/or certain areas of the country, when in fact the Subaru Defendants knew, or consciously disregarded knowing, that the Inflator Defect is a fundamental, uniform defect—i.e., the reckless use of the unstable and dangerous ammonium nitrate as the propellant in the inflator—that plagues every Takata airbag equipped in a Subaru vehicle and manifests itself across the country.

714. To further the scheme to defraud, the Subaru Defendants concealed the nature and scope of the Inflator Defect from federal regulators, enabling it to escape investigation and costs associated with recalls for more than a decade.

715. To further the scheme to defraud, the Subaru Defendants would promote and tout the safety, reliability, and quality of their vehicles with airbags while simultaneously concealing the nature and scope of the Inflator Defect.

716. To carry out, or attempt to carry out the scheme to defraud, the Subaru Defendants have conducted or participated in the conduct of the affairs of the Subaru-Takata RICO Enterprise through the following pattern of racketeering activity that employed the use of the mail and wire facilities, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud):

- a. The Subaru Defendants devised and furthered the scheme to defraud by use of the mail, telephone, and internet, and transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, writing(s) and/or signal(s), including the Subaru website, communications with NHTSA, statements to the press, and communications with other members of the Subaru-Takata RICO Enterprise, as well as advertisements and other communications to the Subaru Defendants' customers, Plaintiffs, and Class members; and
- b. The Subaru Defendants utilized the interstate and international mail and wires for the purpose of obtaining money or property by means of the omissions, false pretense, and misrepresentations described herein.

717. The Subaru Defendants' pattern of racketeering activity in violation of the mail and wire fraud statutes included but was not limited to the following:

- a. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

b. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

718. The Subaru Defendants' conduct in furtherance of this scheme was intentional. Plaintiffs and Class members were directly harmed as a result of the Subaru Defendants' intentional conduct. Plaintiffs, Class members, and federal regulators, among others, relied on the Subaru Defendants' material misrepresentations and omissions.

719. As described throughout this Complaint, the Subaru Defendants engaged in a pattern of related and continuous predicate acts for more than a decade. The predicate acts constituted a variety of unlawful activities, each conducted with the common purpose of defrauding Plaintiffs and other Class members and obtaining or retaining significant monies and revenues while providing Defective Airbags worth significantly less than the purchase price paid. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

720. The predicate acts all had the purpose of generating significant revenue and profits for the Subaru Defendants and the Subaru-Takata RICO Enterprise at the expense of Plaintiffs and Class members. The predicate acts were committed or caused to be committed by the Subaru Defendants through their participation in the Subaru-Takata RICO Enterprise and in furtherance of its fraudulent scheme, and were interrelated in that they involved obtaining Plaintiffs' and Class members' funds and avoiding the expenses associated with remediating the Inflator Defect.

721. By reason of and as a result of the conduct of the Subaru Defendants, and in particular, its pattern of racketeering activity, Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for purchased Class Vehicles, in that Plaintiffs believed they were paying for vehicles with safe airbag systems and obtained vehicles with anything but, and were deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless and the Automotive Recyclers are now unable to sell them; and
- c. the value of the Class Vehicles has diminished, thus reducing their resale value.

722. The Subaru Defendants' violations of 18 U.S.C. § 1962(c) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

#### **COUNT 14**

#### **Violation of 18 U.S.C. § 1962(d), the Racketeer Influenced And Corrupt Organizations Act ("RICO"), against the Subaru Defendants.**

723. All Plaintiffs bring this claim on behalf of themselves and the Nationwide Automotive Recycler Class against the Subaru Defendants.

724. In addition to the General Factual Allegations re-alleged and incorporated herein through the general Reallegation and Incorporation by Reference Paragraph above, Plaintiffs re-allege and incorporate the allegations set forth in Count 13.

725. At all relevant times, the Takata and the Subaru Defendants were associated with the Subaru-Takata RICO Enterprise, and agreed and conspired to violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate, directly and indirectly, in the conduct of the affairs of

the Subaru-Takata RICO Enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(d).

726. Over the course of the past decade, the Subaru Defendants and Takata shared information about the Defective Airbags' inherent flaws, their inability to meet safety specifications, and abnormal airbag deployments experienced by other automakers; delayed and/or prevented the release of inculpatory information; and maintained a consistent public posture as to the scope of vehicles affected by the Defective Airbags and the safety risks those airbags posed. The Subaru Defendants' and Takata's close cooperation on issues surrounding the Inflator Defect and joint participation in predicate acts described below is evidence of the conspiracy.

**Overt Acts**

727. Subaru Defendants committed and caused to be committed a series of overt acts in furtherance of the conspiracy and to affect the objects thereof.

728. More specifically, the following conduct and overt acts demonstrate the ongoing conspiracy:

- a. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

729. Subaru and Takata agreed to and did conduct and participate in the conduct of the Subaru-Takata RICO Enterprise's affairs through a pattern of racketeering activity and for the unlawful purpose of defrauding Plaintiffs and Class members, as more fully described in the prior Count.

730. As a direct and proximate result of Subaru's conspiracy and violation of 18 U.S.C. § 1962(d), Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs believed they were paying for vehicles with safe airbag systems and obtained vehicles with anything but, and have been deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless and the Automotive Recyclers are now unable to sell them; and
- c. the Class Vehicles' value has diminished, thus reducing their resale value.

731. Had Subaru been entirely forthcoming with NHTSA and with the public in a timely manner about the vast scope of the Inflator Defect and the grave risks it posed to countless vehicle occupants, as was their duty, Plaintiffs would not have suffered these harms. Subaru's conspiracy to commit mail fraud and/or wire fraud was reasonably calculated to deceive persons of ordinary prudence and comprehension, and was committed with reckless indifference to the truth if not the outright intent to deceive.

732. Subaru's conspiracy to violate 18 U.S.C. § 1962(c) was committed with the specific intent to defraud, thereby entitling Plaintiffs to treble damages under 18 U.S.C. § 1964(c).

733. The Subaru's violations of 18 U.S.C. § 1962(d) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

**COUNT 15**

**Violation of 18 U.S.C. § 1962(c), the Racketeer Influenced and Corrupt Organizations Act (“RICO”), against the Toyota Defendants**

734. All Plaintiffs bring this Count on behalf of themselves and the Nationwide Automotive Recycler Class against the Toyota Defendants.

735. The Toyota Defendants are all “persons” under 18 U.S.C. § 1961(3).

736. The Toyota Defendants violated 18 U.S.C. § 1962(c) by participating in or conducting the affairs of the Toyota-Takata RICO Enterprise through a pattern of racketeering activity.

737. Plaintiffs and Class members are “person[s] injured in his or her business or property” by reason of the Toyota Defendants’ violation of RICO within the meaning of 18 U.S.C. § 1964(c).

**The Toyota-Takata RICO Enterprise**

738. The following persons, and others presently unknown, have been members of and constitute an “association-in-fact enterprise” within the meaning of RICO, and will be referred to herein collectively as the Toyota-Takata RICO Enterprise:

- a. The Toyota Defendants, who designed, manufactured, and sold millions of vehicles equipped with Defective Airbags that they knew, or were reckless in not knowing, contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a decade, while falsely and inaccurately representing that their vehicles were safe, thereby deceiving Plaintiffs and Class members.
- b. Takata, who, with Toyota’s guidance, designed, manufactured, and sold millions of Defective Airbags knowing that they contained the Inflator Defect, the scope

and nature of which they concealed from and misrepresented to the public and regulators for more than a decade.

- c. The Toyota Defendants' Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the Toyota-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.
- d. Takata's Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the Toyota-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.

739. The Toyota-Takata RICO Enterprise, which engaged in, and whose activities affected interstate and foreign commerce, is an association-in-fact of individuals and corporate entities within the meaning of 18 U.S.C. § 1961(4) and consists of "persons" associated together for a common purpose. The Toyota-Takata RICO Enterprise had an ongoing organization with an ascertainable structure, and functioned as a continuing unit with separate roles and responsibilities.

740. While the Toyota Defendants participated in the conduct of the Toyota-Takata RICO Enterprise, they had an existence separate and distinct from the Toyota-Takata RICO Enterprise. Further, the Toyota-Takata RICO Enterprise was separate and distinct from the pattern of racketeering in which the Toyota Defendants have engaged.



741. At all relevant times, the Toyota Defendants operated, controlled, or managed the Toyota-Takata RICO Enterprise, through a variety of actions. The Toyota Defendants' participation in the Toyota-Takata RICO Enterprise was necessary for the successful operation of its scheme to defraud because the Toyota Defendants manufactured, marketed, and sold Class Vehicles with the Defective Airbags, concealed the nature and scope of the Inflator Defect, and profited from such concealment.

742. The members of the Toyota-Takata RICO Enterprise all served a common purpose: to sell as many airbags, and vehicles containing such airbags, as possible, and thereby maximize the revenue and profitability of the Toyota-Takata RICO Enterprise's members. The members of the Toyota-Takata RICO Enterprise shared the bounty generated by the enterprise, i.e., by sharing the benefit derived from increased sales revenue generated by the scheme to defraud. Each member of the Toyota-Takata RICO Enterprise benefited from the common purpose: the Toyota Defendants sold or leased more Class Vehicles, and received more for those vehicles, than they would have otherwise had the scope and nature of the Inflator Defect not been concealed; Takata sold more Defective Airbags to the Toyota Defendants than they would have otherwise had the scope and nature of the Inflator Defect not been concealed; and the dealerships sold and serviced more Class Vehicles, and sold or leased those vehicles at a much higher price, as a result of the concealment of the scope and nature of the Inflator Defect from Plaintiffs and Class members.

#### **Pattern of Racketeering Activity**

743. The Toyota Defendants conducted and participated in the conduct of the affairs of the Toyota-Takata RICO Enterprise through a pattern of racketeering activity that has lasted for more than a decade, beginning no later than 2004 and continuing to this day, and that consisted

of numerous and repeated violations of the federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud, in violation of 18 U.S.C. §§ 1341 and 1343.

744. For the Toyota Defendants, the purpose of the scheme to defraud was to conceal the scope and nature of the Inflator Defect found in millions of Defective Airbags in the United States in order to sell more vehicles, to sell them at a higher price or for a higher profit, and to avoid incurring the expenses associated with recalling vehicles plagued by the Inflator Defect. By concealing the scope and nature of the Inflator Defect in millions of vehicles containing Defective Airbags, the Toyota Defendants also maintained and boosted consumer confidence in the Toyota brand, and avoided remediation costs and negative publicity, all of which furthered the scheme to defraud and helped the Toyota Defendants sell more vehicles than they would otherwise have sold, and to sell them at a much higher price or for a higher profit.

745. As detailed in the General Factual Allegations, the Toyota Defendants were well aware of the risks of using ammonium nitrate as the propellant in its inflators, but intentionally subjected Plaintiffs and Class members to those risks or consciously disregarded those risks in order to maximize their profits. Moreover, once the Inflator Defect began resulting in field incidents, the Toyota Defendants held meetings that further revealed and/or reconfirmed the dangers associated with the Inflator Defect, but then continued to conceal the nature and scope of the Inflator Defect.

746. To further the scheme to defraud, the Toyota Defendants repeatedly misrepresented and concealed the nature and scope of the Inflator Defect. The Toyota Defendants repeatedly described the defect as a contained and corrected manufacturing defect that only manifested in certain airbags and/or certain areas of the country, when in fact the

Toyota Defendants knew, or consciously disregarded knowing, that the Inflator Defect is a fundamental, uniform defect—i.e., the reckless use of the unstable and dangerous ammonium nitrate as the propellant in the inflator—that plagues every Takata airbag equipped in a Toyota vehicle and manifests itself across the country.

747. To further the scheme to defraud, the Toyota Defendants concealed the nature and scope of the Inflator Defect from federal regulators, enabling it to escape investigation and costs associated with recalls for more than a decade.

748. To further the scheme to defraud, the Toyota Defendants would promote and tout the safety, reliability, and quality of their vehicles with airbags while simultaneously concealing the nature and scope of the Inflator Defect.

749. To carry out, or attempt to carry out the scheme to defraud, the Toyota Defendants have conducted or participated in the conduct of the affairs of the Toyota-Takata RICO Enterprise through the following pattern of racketeering activity that employed the use of the mail and wire facilities, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud):

- a. The Toyota Defendants devised and furthered the scheme to defraud by use of the mail, telephone, and internet, and transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, writing(s) and/or signal(s), including the Toyota website, communications with NHTSA, statements to the press, and communications with other members of the Toyota-Takata RICO Enterprise, as well as advertisements and other communications to the Toyota Defendants' customers, Plaintiffs, and Class members; and

b. The Toyota Defendants utilized the interstate and international mail and wires for the purpose of obtaining money or property by means of the omissions, false pretense, and misrepresentations described herein.

750. The Toyota Defendants' pattern of racketeering activity in violation of the mail and wire fraud statutes included but was not limited to the following:

a. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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e. [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

751. The Toyota Defendants' conduct in furtherance of this scheme was intentional. Plaintiffs and Class members were directly harmed as a result of the Toyota Defendants' intentional conduct. Plaintiffs, Class members, and federal regulators, among others, relied on the Toyota Defendants' material misrepresentations and omissions.

752. As described throughout this Complaint, the Toyota Defendants engaged in a pattern of related and continuous predicate acts for more than a decade. The predicate acts constituted a variety of unlawful activities, each conducted with the common purpose of defrauding Plaintiffs and other Class members and obtaining significant monies and revenues from them while providing Defective Airbags worth significantly less than the purchase price paid. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

753. The predicate acts all had the purpose of generating significant revenue and profits for the Toyota Defendants and the Toyota-Takata RICO Enterprise at the expense of Plaintiffs and Class members. The predicate acts were committed or caused to be committed by the Toyota Defendants through their participation in the Toyota-Takata RICO Enterprise and in furtherance of its fraudulent scheme, and were interrelated in that they involved obtaining Plaintiffs' and Class members' funds and avoiding the expenses associated with remediating the Inflator Defect.

754. By reason of and as a result of the conduct of the Toyota Defendants, and in particular, its pattern of racketeering activity, Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for purchased Class Vehicles, in that Plaintiffs believed they were paying for vehicles with safe airbag systems and obtained vehicles with anything but, and were deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless and the Automotive Recyclers are now unable to sell them; and
- c. the value of the Class Vehicles has diminished, thus reducing their resale value.

755. The Toyota Defendants' violations of 18 U.S.C. § 1962(c) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

#### **COUNT 16**

#### **Violation of 18 U.S.C. § 1962(d), the Racketeer Influenced And Corrupt Organizations Act ("RICO"), against the Toyota Defendants.**

756. All Plaintiffs bring this claim on behalf of themselves and the Nationwide Automotive Recycler Class against the Toyota Defendants.

757. In addition to the General Factual Allegations re-alleged and incorporated herein through the general Reallegation and Incorporation by Reference Paragraph above, Plaintiffs re-allege and incorporate the allegations set forth in Count 15.

758. At all relevant times, the Takata and the Toyota Defendants were associated with the Toyota-Takata RICO Enterprise, and agreed and conspired to violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate, directly and indirectly, in the conduct of the affairs of the Toyota-Takata RICO Enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(d).

759. Over the course of the past decade, the Toyota Defendants and Takata shared information about the Defective Airbags' inherent flaws, their inability to meet safety specifications, and abnormal airbag deployments experienced by other automakers; delayed and/or prevented the release of inculpatory information; and maintained a consistent public posture as to the scope of vehicles affected by the Defective Airbags and the safety risks those airbags posed. The Toyota Defendants' and Takata's close cooperation on issues surrounding the Inflator Defect, as well as their joint participation in predicate acts described above and below, is evidence of the conspiracy.

**Overt Acts**

760. The Toyota Defendants committed and caused to be committed a series of overt acts in furtherance of the conspiracy and to affect the objects thereof.

761. More specifically, the following conduct and overt acts demonstrate the ongoing conspiracy between Toyota and Takata:

- a. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

762. Toyota and Takata agreed to and did conduct and participate in the conduct of the Toyota-Takata RICO Enterprise's affairs through a pattern of racketeering activity and for the unlawful purpose of defrauding Plaintiffs and Class members, as more fully described in the prior Count.

763. As a direct and proximate result of Toyota's and Takata's conspiracy and violation of 18 U.S.C. § 1962(d), Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs believed they were paying for vehicles with safe airbag systems and obtained vehicles with anything but, and have been deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless and the Automotive Recyclers are now unable to sell them; and
- c. the Class Vehicles' value has diminished, thus reducing their resale value.

764. Had Toyota been entirely forthcoming with NHTSA and with the public in a timely manner about the vast scope of the Inflator Defect and the grave risks it posed to countless vehicle occupants, as was their duty, Plaintiffs would not have suffered these harms. Toyota's conspiracy to commit mail fraud and/or wire fraud was reasonably calculated to deceive persons of ordinary prudence and comprehension, and was committed with reckless indifference to the truth if not the outright intent to deceive.

765. Toyota's conspiracy to violate 18 U.S.C. § 1962(c) was committed with the specific intent to defraud, thereby entitling Plaintiffs to treble damages under 18 U.S.C. § 1964(c).

766. The Toyota Defendants' violations of 18 U.S.C. § 1962(d) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as

well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

### **COUNT 17**

#### **Violation of 18 U.S.C. § 1962(c), the Racketeer Influenced and Corrupt Organizations Act (“RICO”), Against Volkswagen**

767. Plaintiffs Butler, Cunningham, Knox, Midway, Snyder's, and Weaver bring this Count on behalf of themselves and the Nationwide Automotive Recycler Class against the Volkswagen Defendants.

768. The Volkswagen Defendants are all “persons” under 18 U.S.C. § 1961(3).

769. The Volkswagen Defendants violated 18 U.S.C. § 1962(c) by participating in or conducting the affairs of the Volkswagen-Takata RICO Enterprise through a pattern of racketeering activity.

770. Plaintiffs and Class members are “person[s] injured in his or her business or property” by reason of the Volkswagen Defendants' violation of RICO within the meaning of 18 U.S.C. § 1964(c).

#### **The Volkswagen-Takata RICO Enterprise**

771. The following persons, and others presently unknown, have been members of and constitute an “association-in-fact enterprise” within the meaning of RICO, and will be referred to herein collectively as the Volkswagen-Takata RICO Enterprise:

- a. The Volkswagen Defendants, who designed, manufactured, and sold millions of vehicles equipped with Defective Airbags that they knew, or were reckless in not knowing, contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a

decade, while falsely and inaccurately representing that their vehicles were safe, thereby deceiving Plaintiffs and Class members.

- b. Takata, who, with Volkswagen's guidance, designed, manufactured, and sold millions of Defective Airbags knowing that they contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a decade.
- c. The Volkswagen Defendants' Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the Volkswagen-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.
- d. Takata's Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the Volkswagen-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.

772. The Volkswagen-Takata RICO Enterprise, which engaged in, and whose activities affected interstate and foreign commerce, is an association-in-fact of individuals and corporate entities within the meaning of 18 U.S.C. § 1961(4), and consists of "persons" associated together for a common purpose. The Volkswagen-Takata RICO Enterprise had an ongoing organization with an ascertainable structure, and functioned as a continuing unit with separate roles and responsibilities.

773. While the Volkswagen Defendants participated in the conduct of the Volkswagen-Takata RICO Enterprise, they had an existence separate and distinct from the Volkswagen-Takata RICO Enterprise. Further, the Volkswagen-Takata RICO Enterprise was separate and distinct from the pattern of racketeering in which the Volkswagen Defendants have engaged.

774. At all relevant times, the Volkswagen Defendants operated, controlled or managed the Volkswagen-Takata RICO Enterprise, through a variety of actions. The Volkswagen Defendants' participation in the Volkswagen-Takata RICO Enterprise was necessary for the successful operation of its scheme to defraud because the Volkswagen Defendants manufactured, marketed, and sold Class Vehicles with the Defective Airbags, concealed the nature and scope of the Inflator Defect, and profited from such concealment.

775. The members of the Volkswagen-Takata RICO Enterprise all served a common purpose: to sell as many airbags and vehicles containing such airbags, as possible, and thereby maximize the revenue and profitability of the Volkswagen-Takata RICO Enterprise's members. The members of the Volkswagen-Takata RICO Enterprise shared the bounty generated by the enterprise, i.e., by sharing the benefit derived from increased sales revenue generated by the scheme to defraud. Each member of the Volkswagen-Takata RICO Enterprise benefited from the common purpose: the Volkswagen Defendants sold or leased more Class Vehicles, and received more for those vehicles, than they would have otherwise had the scope and nature of the Inflator Defect not been concealed; Takata sold more Defective Airbags to the Volkswagen Defendants than they would have otherwise had the scope and nature of the Inflator Defect not been concealed; and the dealerships sold and serviced more Class Vehicles, and sold or leased those vehicles at a much higher price, as a result of the concealment of the scope and nature of the Inflator Defect from Plaintiffs and Class members.



**Pattern of Racketeering Activity**

776. The Volkswagen Defendants conducted and participated in the conduct of the affairs of the Volkswagen-Takata RICO Enterprise through a pattern of racketeering activity that has lasted for more than a decade, beginning no later than 2004 and continuing to this day, and that consisted of numerous and repeated violations of the federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud, in violation of 18 U.S.C. §§ 1341 and 1343.

777. For the Volkswagen Defendants, the purpose of the scheme to defraud was to conceal the scope and nature of the Inflator Defect found in millions of Defective Airbags in the United States in order to sell more vehicles, to sell them at a higher price or for a higher profit, and to avoid incurring the expenses associated with recalling vehicles plagued by the Inflator Defect. By concealing the scope and nature of the Inflator Defect in millions of vehicles containing Defective Airbags, the Volkswagen Defendants also maintained and boosted consumer confidence in the Volkswagen and Audi brand, and avoided remediation costs and negative publicity, all of which furthered the scheme to defraud and helped the Volkswagen Defendants sell more vehicles than they would otherwise have sold, and to sell them at a much higher price or for a higher profit.

778. As detailed in the General Factual Allegations, the Volkswagen Defendants were well aware of the risks of using ammonium nitrate as the propellant in its inflators, but intentionally subjected Plaintiffs and Class members to those risks or consciously disregarded those risks in order to maximize their profits. Moreover, once the Inflator Defect began resulting in field and testing incidents, the Volkswagen Defendants held meetings that further revealed

and/or reconfirmed the dangers associated with the Inflator Defect, but then continued to conceal the nature and scope of the Inflator Defect.

779. To further the scheme to defraud, the Volkswagen Defendants repeatedly misrepresented and concealed the nature and scope of the Inflator Defect. The Volkswagen Defendants repeatedly described the defect as a contained issue that only manifested in certain airbags, when in fact the Volkswagen Defendants knew, or consciously disregarded knowing, that the Inflator Defect is a fundamental, uniform defect—i.e., the reckless use of the unstable and dangerous ammonium nitrate as the propellant in the inflator—that plagues every Takata airbag equipped in a Volkswagen vehicle.

780. To further the scheme to defraud, the Volkswagen Defendants concealed the nature and scope of the Inflator Defect from federal regulators, enabling it to escape investigation and costs associated with recalls for more than a decade.

781. To further the scheme to defraud, the Volkswagen Defendants would promote and tout the safety, reliability, and quality of their vehicles with airbags while simultaneously concealing the nature and scope of the Inflator Defect.

782. To carry out, or attempt to carry out the scheme to defraud, the Volkswagen Defendants have conducted or participated in the conduct of the affairs of the Volkswagen-Takata RICO Enterprise through the following pattern of racketeering activity that employed the use of the mail and wire facilities, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud):

- a. The Volkswagen Defendants devised and furthered the scheme to defraud by use of the mail, telephone, and internet, and transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign

commerce, writing(s) and/or signal(s), including the Volkswagen website, communications with NHTSA, statements to the press, and communications with other members of the Volkswagen-Takata RICO Enterprise, as well as advertisements and other communications to the Volkswagen Defendants' customers, including Plaintiffs and Class members; and

- b. The Volkswagen Defendants utilized the interstate and international mail and wires for the purpose of obtaining money or property by means of the omissions, false pretense, and misrepresentations described herein. From at least 2004 through the present, Volkswagen regularly utilized the interstate and international mail and wires to ship and pay for defective inflators from Takata's facilities in Monclova, Mexico and LaGrange, Georgia to Volkswagen's facilities in Germany and Tennessee, among others located in the United States.

783. The Volkswagen Defendants' pattern of racketeering activity in violation of the mail and wire fraud statutes included but was not limited to the following:

- a. [REDACTED]

b. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

784. The Volkswagen Defendants' conduct in furtherance of this scheme was intentional. Plaintiffs and Class members were directly harmed as a result of the Volkswagen Defendants' intentional conduct. Plaintiffs, Class members, and federal regulators, among others, relied on the Volkswagen Defendants' material misrepresentations and omissions.

785. As described throughout this Complaint, the Volkswagen Defendants engaged in a pattern of related and continuous predicate acts for more than a decade. The predicate acts constituted a variety of unlawful activities, each conducted with the common purpose of defrauding Plaintiffs and other Class members and obtaining significant monies and revenues from them while providing Defective Airbags worth significantly less than the purchase price paid. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

786. The predicate acts all had the purpose of generating significant revenue and profits for the Volkswagen Defendants and the Volkswagen-Takata RICO Enterprise at the expense of Plaintiffs and Class members. The predicate acts were committed or caused to be committed by the Volkswagen Defendants through their participation in the Volkswagen-Takata RICO enterprise, and in furtherance of its fraudulent scheme; and were interrelated in that they



involved obtaining Plaintiffs' and Class members' funds and avoiding the expenses associated with remediating the Inflator Defect.

787. By reason of and as a result of the conduct of the Volkswagen Defendants, and in particular, its pattern of racketeering activity, Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs paid for vehicles with safe airbag systems, and obtained vehicles with anything but, and were deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless, and the Automotive Recyclers are now unable to sell them; and
- c. the value of the Class Vehicles has diminished, thus reducing their resale value.

788. The Volkswagen Defendants' violations of 18 U.S.C. § 1962(c) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

### **COUNT 18**

#### **Violation of 18 U.S.C. § 1962(d), the Racketeer Influenced and Corrupt Organizations Act ("RICO"), Against Volkswagen.**

789. Plaintiffs Butler, Cunningham, Knox, Midway, Snyder's, and Weaver bring this Count on behalf of themselves and the Nationwide Automotive Recycler Class against the Volkswagen Defendants.

790. In addition to the General Factual Allegations re-alleged and incorporated herein through the general Reallegation and Incorporation by Reference Paragraph above, Plaintiffs re-allege and incorporate the allegations set forth in Count 17.

791. At all relevant times, Takata and the Volkswagen Defendants were associated with the Volkswagen-Takata RICO Enterprise, and agreed and conspired to violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate, directly and indirectly, in the conduct of the affairs of the Volkswagen-Takata RICO Enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(d). Takata and the Volkswagen Defendants also agreed to the objective of the conspiracy or to commit at least two racketeering predicate acts.

792. Over the course of the past decade, the Volkswagen Defendants and Takata shared information about the Defective Airbags' inherent flaws, their inability to meet safety specifications, and abnormal airbag deployments experienced by other automakers; delayed and/or prevented the release of inculpatory information; and maintained a consistent public posture as to the scope of vehicles affected by the Defective Airbags and the safety risks those airbags posed. The Volkswagen Defendants' and Takata's close cooperation on issues surrounding the Inflator Defect, their concealment of the nature and scope of the Inflator Defect, and their joint participation in predicate acts described below is evidence of the conspiracy.

**Overt Acts**

793. Volkswagen committed and caused to be committed a series of overt acts in furtherance of the conspiracy and to affect the objects thereof. More specifically, the following conduct and overt acts demonstrate the ongoing conspiracy between Volkswagen and Takata:

a. [REDACTED]

b. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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e. [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

794. In addition, Takata engaged in the following predicate acts in furtherance of the conspiracy:

a. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

795. Volkswagen and Takata agreed to and did conduct and participate in the conduct of the Volkswagen-Takata RICO Enterprise's affairs through a pattern of racketeering activity and for the unlawful purpose of defrauding Plaintiffs and Class members, as more fully described in the prior Count and herein.

796. As a direct and proximate result of Volkswagen's and Takata's conspiracy and violation of 18 U.S.C. § 1962(d), Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs paid for vehicles with safe airbag systems, and obtained vehicles with anything but, and have been deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless, and the Automotive Recyclers are now unable to sell them; and
- c. the Class Vehicles' value has diminished, thus reducing their resale value.

797. Had Takata and/or Volkswagen been entirely forthcoming with Plaintiffs and Class members, NHTSA, and the public in a timely manner about the true nature and scope of the Inflator Defect and the grave risks it posed to countless vehicle occupants, as was their duty, Plaintiffs would not have suffered these harms. Takata's and Volkswagen's conspiracy to commit mail fraud and/or wire fraud

was reasonably calculated to deceive persons of ordinary prudence and comprehension, and was committed with reckless indifference to the truth if not the outright intent to deceive.

798. Volkswagen's and Takata's conspiracy to violate 18 U.S.C. § 1962(c) was committed with the specific intent to defraud, thereby entitling Plaintiffs to treble damages under 18 U.S.C. § 1964(c).

799. The Volkswagen Defendants' violations of 18 U.S.C. § 1962(d) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

### **COUNT 19**

#### **Violation of 18 U.S.C. § 1962(c), the Racketeer Influenced and Corrupt Organizations Act ("RICO"), Against Mercedes**

800. Plaintiffs Butler, Cunningham, Knox, Midway, Snyder's, and Weaver bring this Count on behalf of themselves and the Nationwide Automotive Recycler Class against Mercedes.

801. Each of the Mercedes Defendants is a "person" under 18 U.S.C. § 1961(3).

802. Mercedes violated 18 U.S.C. § 1962(c) by participating in or conducting the affairs of the Mercedes-Takata RICO Enterprise through a pattern of racketeering activity.

803. Plaintiffs and Class members are "person[s] injured in his or her business or property" by reason of Mercedes's violation of RICO within the meaning of 18 U.S.C. § 1964(c).

**The Mercedes-Takata RICO Enterprise**

804. The following persons, and others presently unknown, have been members of and constitute an “association-in-fact enterprise” within the meaning of RICO, and will be referred to herein collectively as the Mercedes-Takata RICO Enterprise:

- a. The Mercedes Defendants, who designed, manufactured, and sold millions of vehicles equipped with Defective Airbags that they knew, or were reckless in not knowing, contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a decade, while falsely and inaccurately representing that their vehicles were safe, thereby deceiving Plaintiffs and Class members.
- b. Takata, who, with Mercedes’s guidance and approval, designed, manufactured, and sold millions of Defective Airbags knowing that they contained the Inflator Defect, the scope and nature of which they concealed from and misrepresented to the public and regulators for more than a decade.
- c. The Mercedes Defendants’ Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the Mercedes-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.
- d. Takata’s Officers, Executives, and Engineers, who have collaborated and colluded with each other and with other associates in fact in the Mercedes-Takata RICO Enterprise to deceive Plaintiffs and Class members into purchasing dangerous and

defective vehicles, and actively concealing the danger and Inflator Defect from Plaintiffs and Class members.

805. The Mercedes-Takata RICO Enterprise, which engaged in, and whose activities affected interstate and foreign commerce, is an association-in-fact of individuals and corporate entities within the meaning of 18 U.S.C. § 1961(4), and consists of “persons” associated together for a common purpose. The Mercedes-Takata RICO Enterprise had an ongoing organization with an ascertainable structure, and functioned as a continuing unit with separate roles and responsibilities.

806. At all relevant times, Mercedes operated, controlled or managed the Mercedes-Takata RICO Enterprise, through a variety of actions. Mercedes’s participation in the Mercedes-Takata RICO Enterprise was necessary for the successful operation of its scheme to defraud because Mercedes manufactured, marketed, and sold Class Vehicles with the Defective Airbags, concealed the nature and scope of the Inflator Defect, and profited from such concealment.

807. The members of the Mercedes-Takata RICO Enterprise all served a common purpose: to sell as many airbags, and vehicles containing such airbags, as possible, and thereby maximize the revenue and profitability of the Mercedes-Takata RICO Enterprise’s members.

808. The members of the Mercedes-Takata RICO Enterprise shared the bounty generated by the enterprise, i.e., by sharing the benefit derived from increased sales revenue generated by the scheme to defraud. Each member of the Mercedes-Takata RICO Enterprise benefited from the common purpose: Mercedes sold or leased more Class Vehicles, and received more for those vehicles, than it would have otherwise had the scope and nature of the Inflator Defect not been concealed; Takata sold more Defective Airbags to Mercedes than it would have otherwise had the scope and nature of the Inflator Defect not been concealed; and the dealerships

sold and serviced more Class Vehicles, and sold or leased those vehicles at a much higher price, as a result of the concealment of the scope and nature of the Inflator Defect from Plaintiffs and Class members.

**Pattern of Racketeering Activity**

809. Mercedes conducted and participated in the conduct of the affairs of the Mercedes-Takata RICO Enterprise through a pattern of racketeering activity that has lasted for more than a decade, beginning no later than 2003 and continuing to this day, and that consisted of numerous and repeated violations of the federal mail and wire fraud statutes, which prohibit the use of any interstate or foreign mail or wire facility for the purpose of executing a scheme to defraud, in violation of 18 U.S.C. §§ 1341 and 1343.

810. For Mercedes, the purpose of the scheme to defraud was to conceal the scope and nature of the Inflator Defect found in millions of Defective Airbags in the United States in order to sell more vehicles, to sell them at a higher price or for a higher profit, and to avoid incurring the expenses associated with recalling vehicles plagued by the Inflator Defect.

811. By concealing the scope and nature of the Inflator Defect in millions of vehicles containing Defective Airbags, Mercedes also maintained and boosted consumer confidence in the Mercedes premium brand, and avoided remediation costs and negative publicity, all of which furthered the scheme to defraud and helped Mercedes sell more vehicles than they would otherwise have sold, and to sell them at a much higher price or for a higher profit.

812. As detailed in the General Factual Allegations, Mercedes was well aware of the risks of using ammonium nitrate as the propellant in its inflators, but intentionally subjected Plaintiffs and Class members to those risks or consciously disregarded those risks in order to maximize its profits. Moreover, once the Inflator Defect began resulting in field incidents,

Mercedes held meetings and conference calls and exchanged emails that further revealed and/or reconfirmed the dangers associated with the Inflator Defect, but then continued to conceal the nature and scope of the Inflator Defect.

813. To further the scheme to defraud, Mercedes repeatedly misrepresented and concealed the nature and scope of the Inflator Defect. Mercedes continued to sell new vehicles equipped with Defective Inflators without informing consumers, including Plaintiffs and Class members, and repeatedly claimed to NHTSA and publicly that the Inflator Defect did not impact its vehicles, when in fact Mercedes knew, or consciously disregarded knowing, that the Inflator Defect is a fundamental, uniform defect—i.e., the reckless use of the unstable and dangerous ammonium nitrate as the propellant in the inflator—that plagues every Takata airbag equipped in a Mercedes vehicle and manifests itself across the country.

814. To further the scheme to defraud, Mercedes concealed the nature and scope of the Inflator Defect from federal regulators, including NHTSA, enabling it to escape investigation and costs associated with recalls for more than a decade.

815. To further the scheme to defraud, Mercedes would promote and tout the safety, reliability, and superior quality of its vehicles with airbags while simultaneously expressing concerns privately about the same airbags, therein affirmatively concealing the nature and scope of the Inflator Defect.

816. To carry out, or attempt to carry out the scheme to defraud, Mercedes has conducted or participated in the conduct of the affairs of the Mercedes-Takata RICO Enterprise through the following pattern of racketeering activity that employed the use of the mail and wire facilities, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud):

- a. Mercedes devised and furthered the scheme to defraud by use of the mail, telephone, and internet, and transmitted, or caused to be transmitted, by means of mail and wire communications, through interstate or foreign commerce, writing(s) and/or signal(s), including, through the Mercedes website, communications with NHTSA, statements to the press, and communications with other members of the Mercedes-Takata RICO Enterprise, as well as advertisements and other communications to Mercedes's customers, including Plaintiffs and Class members; and
- b. Mercedes utilized the interstate and international mail and wires for the purpose of obtaining money or property by means of the omissions, false pretense, and misrepresentations described herein. From at least 2004 through the present, Mercedes utilized the interstate and international mail and wires to ship and pay for defective inflators from Takata's facilities in Monclova, Mexico and LaGrange, Georgia to Mercedes facilities in Germany and Michigan, among others located in the United States.

817. During the relevant time period, Mercedes transmitted, or caused to be transmitted (which hereinafter also means that Mercedes acted with knowledge that the use of the interstate mails and wires would follow in the ordinary course of business, or such use was reasonably foreseeable), by means of mail and wire communication travelling in interstate or foreign commerce, including between its offices in Europe and/or the United States, communications concerning the defective nature of the Takata airbags and the instability and volatility of ammonium nitrate, recognizing that Takata's inflators installed in Mercedes vehicles exposed vehicle occupants to an unacceptable risk of serious injury or death. Mercedes's pattern

of racketeering activity in violation of the mail and wire fraud statutes included but was not limited to the following:

a. [REDACTED]

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818. Mercedes's conduct in furtherance of this scheme was intentional. Plaintiffs and Class members were directly harmed as a result of Mercedes's intentional conduct. Plaintiffs, Class members, and federal regulators, among others, relied on Mercedes's material misrepresentations and omissions.

819. As described throughout this Complaint, Mercedes engaged in a pattern of related and continuous predicate acts for more than a decade. The predicate acts constituted a variety of

unlawful activities, each conducted with the common purpose of defrauding Plaintiffs and other Class members and obtaining significant monies and revenues from them while providing Defective Airbags worth significantly less than the purchase price paid. The predicate acts also had the same or similar results, participants, victims, and methods of commission. The predicate acts were related and not isolated events.

820. The predicate acts all had the purpose of generating significant revenue and profits for Mercedes and the Mercedes-Takata RICO Enterprise at the expense of Plaintiffs and Class members. The predicate acts were committed or caused to be committed by Mercedes through its participation in the Mercedes-Takata RICO enterprise, and in furtherance of its fraudulent scheme; and were interrelated in that they involved obtaining Plaintiffs' and Class members' funds and avoiding the expenses associated with remediating the Inflator Defect.

821. By reason of and as a result of the conduct of Mercedes, and in particular, its pattern of racketeering activity and scheme to defraud, Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs were misled into paying for premium Mercedes vehicles with safe airbag systems, and obtained vehicles with anything but, and were deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless, and the Automotive Recyclers are now unable to sell them; and
- c. the values of the Class Vehicles have diminished, thus reducing their resale values.

822. Mercedes's violations of 18 U.S.C. § 1962(c) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).

**COUNT 20**

**Violation of 18 U.S.C. § 1962(d), the Racketeer Influenced and Corrupt Organizations Act ("RICO"), Against Mercedes**

823. Plaintiffs Butler, Cunningham, Knox, Midway, Snyder's, and Weaver bring this Count on behalf of themselves and the Nationwide Automotive Recycler Class against Mercedes.

824. In addition to the General Factual Allegations re-alleged and incorporated herein through the general Reallegation and Incorporation by Reference Paragraph above, Plaintiffs re-allege and incorporate the allegations set forth above in Count 19.

825. At all relevant times, Mercedes was associated with the Mercedes-Takata RICO Enterprise, and agreed and conspired to violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate, directly and indirectly, in the conduct of the affairs of the Mercedes-Takata RICO Enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(d). Mercedes also agreed to the objective of the conspiracy or to commit at least two racketeering predicate acts.

826. Over the course of the past decade, Mercedes and Takata shared information about the Defective Airbags' inherent flaws, their inability to meet safety specifications, and abnormal airbag deployments experienced by other automakers; delayed and/or prevented the release of inculpatory information; and maintained a consistent public posture as to the scope of







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829. In addition, Takata engaged in the following predicate acts in furtherance of the conspiracy:

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b. [REDACTED]

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i. [REDACTED]

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830. On June 11, 2014, Takata transmitted or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, from Takata's offices in Michigan or Japan to the ODI in Washington, D.C., a letter titled "Takata Support for Regional Field Actions to Address Potential Inflator Issues." Takata explained that it would "support the replacement of the identified inflators in vehicles in Puerto Rico, Florida, Hawaii, and the Virgin Islands, based on the high levels of absolute humidity in those areas," because "all six of the potentially-relevant rupture incidents had occurred in either Florida or Puerto Rico." Takata misleadingly omitted Ashely Parham's death in Oklahoma in May 2009, Gurjit Rathore's death in December 2009 in Virginia, and Brandi Owens's injury in October 2013 in Georgia. By focusing on areas of high humidity, this communication concealed the nature and scope of the Inflator Defect.

831. Mercedes and Takata agreed to and did conduct and participate in the conduct of the Mercedes-Takata RICO Enterprise's affairs through a pattern of racketeering activity and for the unlawful purpose of defrauding Plaintiffs and Class members, as more fully described above.

832. As a direct and proximate result of Mercedes's and Takata's conspiracy and violation of 18 U.S.C. § 1962(d), Plaintiffs and Class members have been injured in their business and/or property in multiple ways, including but not limited to:

- a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs paid for vehicles with safe airbag systems, and obtained vehicles with anything but, and have been deprived of the benefit of their bargain;
- b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless, and the Automotive Recyclers are now unable to sell them; and
- c. the Class Vehicles' value has diminished, thus reducing their resale value.

833. Had Takata and/or Mercedes been entirely forthcoming with NHTSA and with the public in a timely manner about the vast scope of the Inflator Defect and the grave risks it posed to countless vehicle occupants, as was their duty, Plaintiffs would not have suffered these harms. Their conspiracy to commit mail fraud and/or wire fraud was reasonably calculated to deceive persons of ordinary prudence and comprehension, and was committed with reckless indifference to the truth if not the outright intent to deceive.

834. Mercedes's and Takata's conspiracy to violate 18 U.S.C. § 1962(c) was committed with the specific intent to defraud, thereby entitling Plaintiffs to treble damages under 18 U.S.C. § 1964(c).

835. Mercedes's violations of 18 U.S.C. § 1962(d) have directly and proximately caused injuries and damages to Plaintiffs and Class Members, and Plaintiffs and Class Members are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief and costs and reasonable attorneys' fees pursuant to 18 U.S.C. §§ 1964(a) and 1964(c).



**COUNT 21**

**Violation of the Lanham (Trademark) Act,  
15 U.S.C. §§ 1501, *et seq.***

836. This claim is brought by (a) all Plaintiffs against Honda, BMW, Mazda, Nissan, Subaru, and Toyota; (b) Plaintiffs Butler, Knox, Midway, Synder's, and Weaver against New Chrysler; (c) Plaintiffs Butler, Knox, Synder's, and Weaver against the GM Defendants; and (d) Plaintiffs Butler, Cunningham, Knox, Midway, Snyder's, and Weaver against Mercedes and the Volkswagen Defendants. Each group of Plaintiffs brings this claim individually and on behalf of the Nationwide Automotive Recycler Class.

837. The Lanham Act, 15 U.S.C. § 1125(a), entitled "False designation of origin, false descriptions, and dilution forbidden," provides in pertinent part:

(1) Any person who, on or in connection with any goods or services, or any container for goods, uses in commerce any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which—

(A) is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of such person with another person, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities by another person, or

(B) in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person's goods, services, or commercial activities, shall be liable in a civil action by any person who believes that he or she is or is likely to be damaged by such act.

838. Takata and the Vehicle Manufacturer Defendants used and/or continue to use in commerce false or misleading descriptions of fact, and/or false or misleading representations and/or omissions of fact, which misrepresented, and were likely to cause and/or did cause confusion and mistake or to deceive, regarding Takata's Defective Airbags, the safety of the

Defective Airbags and the Class Vehicles, the scope and cause of the Inflator Defect, and the extent of unreasonable danger of death or personal injury related to the Inflator Defect.

839. As detailed more fully above, the Vehicle Manufacturer Defendants' representations, omissions, statements, and false commentary have included misleading representations about the safety of the Class Vehicles and the scope of the Inflator Defect to:

- a. the public and Class Vehicle purchasers, both in the form of advertising and responding to initial recall concerns;
- b. the U.S. Congress;
- c. the media; and
- d. federal regulators.

840. The Vehicle Manufacturers' representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite their knowledge of the Inflator Defect or their failure to reasonably investigate it. At all relevant times, in advertisements and promotional materials, the Vehicle Manufacturer Defendants continuously maintained that their vehicles were safe and reliable.

841. In addition to false and misleading statements and omissions to consumers, Takata also made false and misleading statements to federal regulators, vehicle owners, and the media regarding the scope and cause of the Inflator Defect as set forth above.

842. The Vehicle Manufacturer Defendants are contributorily liable for Takata's false statements and omissions.

843. The Vehicle Manufacturer Defendants knew or reasonably should have known about Takata's false misrepresentations and omissions regarding the safety of the Class Vehicles and Takata's defective airbags.

844. The Vehicle Manufacturer Defendants contributed to Takata's false statements and omissions and knowingly induced and caused them through their failure to publicly acknowledge the Inflator Defect. The Vehicle Manufacturer Defendants not only allowed the misrepresentations and omissions to be disseminated without correction because they benefitted from it through minimizing the scope of the recalls and continued business in purchasing cheaper airbags from Takata, but they also materially participated in such misrepresentations and omissions by allowing them and, in some cases, directing such misrepresentations and omissions to be made.

845. Takata's misrepresentations and omissions also included statements to NHTSA and the public that the Inflator Defect was limited to "a specific production process" and by providing vague and misleading information about the seriousness of the problem as more fully alleged in above. For example, Takata falsely represented that the Inflator Defect only manifested itself in certain areas of the country, when in fact Takata knew that the Inflator Defect is a fundamental, uniform defect—i.e., the reckless use of the unstable and dangerous ammonium nitrate as the propellant in the defectively designed inflator—that plagues every Takata airbag and manifests itself across the country.

846. In addition to participating in Takata's misleading misrepresentations and omissions, the Vehicle Manufacturer Defendants also made its own materially false statements and omissions that misrepresented, and created confusion and likelihood of mistake as to the nature, characteristics, and qualities of its airbags, the root cause and scope of Inflator Defect, and the extent of unreasonable danger of death or personal injury related to the Inflator Defect.

847. In addition to those in the General Factual Allegations, examples of the Vehicle Manufacturers' safety and reliability misrepresentations, from 2000 through the present, include but are not limited to the following:

**a. BMW:**

- i. In 2005, BMW represented on its website: "Driver's and passenger's front airbag supplemental restraint system (SRS) with 'smart' dual-threshold, dual-stage deployment and sensor to help prevent unnecessary passenger's airbag deployment."
- ii. In 2008, BMW represented on its website: "The driver and front passenger airbags provide effective protection for the head and upper-torso area, preventing contact with the steering wheel and dashboard. In a head-on collision, you have the best possible protection."
- iii. In 2008, BMW represented on its website: "The principle behind the function of the front airbags for driver and passenger is very simple: in the event of an impact with a force greater than the safe threshold, the airbag sensors activate a substance that causes the airbags to instantly inflate. Within a fraction of a second, the airbags form a protective cushion over the steering wheel and dashboard, significantly reducing the risk of cranial and upper body injuries."
- iv. In 2015, BMW represented on its website: "There is no end to our quest for the next innovation. And it's not just about greater power and more efficient performance. It's also about safety. We prepare our vehicles to expect the unexpected."

**b. New Chrysler:**

- i. The 2009 Chrysler 300 brochure stated that:

[n]o one wants to test a vehicle's impact resistance, but 300 is ready, if it occurs.... Advanced multistage front air bags deploy in staged amounts, depending on impact severity, while available front seat-mounted side air bags with supplemental front and rear side-curtain air bags offer additional side-impact protection to front and rear outboard occupants.

- ii. The 2011 Dodge Dakota brochure claimed that the: "Dakota heritage of protecting you and your passengers is uncompromising. In addition to the many safety and security features listed here, all 2011 Dakota models now feature supplemental side-curtain air bags as standard equipment and, of course, four-wheel ABS."
- iii. The 2011 Jeep Wrangler brochure asserted that: "Wrangler's got your back, your sides, as well as your front end. Just as Wranglers are purpose-built for fun, they're also infused with advanced active and passive systems designed to help keep you safe and secure. At the forefront are the standard advanced multistage front air bags."
- iv. The 2011 Chrysler 300 brochure included the slogan: "[t]his kind of safety gives you that kind of security." The brochure further advertised that: "advanced multistage front air bags, supplemental front-seat thorax side air bags, driver-knee air bag, and supplemental side-curtain air bags for front and rear outboard occupants are all standard."

- v. A February 9, 2012 press release boasted that the 2012 Chrysler 300 and 2012 Dodge Charger had achieved 5-star safety ratings from NHTSA, and it boasted that the Chrysler 300 and Dodge Charger were named a “Top Safety Pick” by the Insurance Institute for Highway Safety. The press release further quoted the Senior Vice President-Engineering of Chrysler, who stated: “we’re very pleased that both the 2012 Chrysler 300 and 2012 Dodge Charger have achieved the highest overall rating” and that: “both vehicles are robustly designed with a rigid structure to protect occupants and have numerous advanced safety features.”
- vi. The 2012 Dodge Charger brochure highlighted that the Charger was a 2011 Insurance for Highway Safety (“IHS”) top safety pick. The brochure further stated that: “[s]afety and security are the driving principles behind every Dodge vehicle, including Charger” and that: “[a]dvanced multistage front air bags, supplemental front-seat mounted pelvic-thorax side air bags, driver-side knee air bag, and supplemental side-curtain air bags for front and rear outboard occupants are all standard.”
- vii. Just prior to the New Chrysler field action in June of 2014, New Chrysler told the public that there was not a safety defect with its inflator. New Chrysler stated: “Chrysler Group has agreed, in principle, to honor a National Highway Traffic Safety Administration request to replace airbag inflators in certain vehicles registered in four U.S. regions... This is not a safety recall. Chrysler Group has not identified a defect. This is a field action conducted out of an abundance of caution.”

- viii. In 2017, New Chrysler’s website listed its mission as: “To create the type of exciting, efficient, reliable, safe vehicles you expect and deserve.”
- ix. In 2017, New Chrysler described the design of the 2007–2017 Jeep Wrangler on Jeep’s website as: “With an all-new frame, exterior and interior design, engine, safety and security and convenience features, the Jeep Wrangler was built on the successful, original Jeep Brand formula.”

**c. GM Defendants:**

- i. In its 2010 Annual Report, GM Parent proclaimed its products would “improve safety and enhance the overall driving experience for our customers.”
- ii. In an April 2010 video advertisement, GM Parent Chairman and CEO, Ed Whitacre, stated that New GM was “designing, building, and selling the best cars in the world,” and has “unmatched lifesaving technology” to keep customers safe.
- iii. On November 10, 2010, New GM published a video that told consumers that New GM actually prevents any defects from reaching consumers. The video, titled “Andy Danko: The White Glove Quality Check,” explains that there are “quality processes in the plant[s] that prevent any defects from getting out.”
- iv. New GM’s brochure for the 2010 Chevy Avalanche called the truck a “Four-Wheel Bodyguard,” in connection with its airbags, and an “all-

encompassing approach to safety.” This model is subject to the Inflator Defect recalls.

- v. An August 29, 2011, advertisement on Defendants’ website stated that “Chevrolet provides consumers with fuel-efficient, safe and reliable vehicles that deliver high quality, expressive design, spirited performance and value.”
- vi. The promotional brochure for New GM’s 2011 Cadillac Escalade series noted: “Passenger safety is a primary consideration throughout the engineering process.” It also advised potential customers that “[a] look beneath the beautiful exterior reveals a comprehensive approach to safety.”
- vii. Defendants published on their website a December 27, 2011, an interview with Gay Kent (General Motors Executive Director of Vehicle Safety and Crashworthiness), who stated, “[o]ur safety strategy is about providing continuous protection for our customers before, during and after a crash. . . . We design safety and crashworthiness into our vehicles very early in development.” In the interview, Kent touted “GM’s own internal requirements for vehicle safety and crashworthiness, which go above and beyond federal requirements.”
- viii. An April 2012, New GM national advertising campaign slogan proclaimed: “Safety. Utility. Performance.”
- ix. In a July 10, 2012, news release, Chris Perry (Chevrolet Global Vice President of Marketing) stated, “[w]e think customers who have been



driving competitive makes or even older Chevrolets will be very pleased by today's Chevrolet designs, easy-to-use technologies, comprehensive safety and the quality built into all of our cars, trucks and crossovers."

- x. GM Parent's 2013 Annual Report asserts that "[n]othing is more important than the safety of our customers."
- xi. During a presentation at the May 2014 North American Conference on Elderly Mobility, Gay Kent (General Motors Director of Global Vehicle Safety) stated that "[t]he safety of all our customers is our utmost concern."
- xii. In December 2014, Defendants issued a news release touting the Insurance Institute for Highway Safety (IIHS)'s designation of four Chevrolet vehicle models as "Top Safety Picks," including some models subject to recalls due to the Inflater Defect.
- xiii. In a February 2015 news release, Defendants advertised high rankings in a J.D. Power Vehicle Dependability Study for several models subject to the Inflater Defect recalls. The news release highlighted the GMC Sierra (which is subject to the Inflater Defect recalls) for becoming "the first full-size pickup to receive the highest-possible five-star Overall Vehicle Score for safety."
- xiv. In 2017, Defendants' website stated: "Safety is always our priority. It's the main concern with each and every car we design and a driving principle of our company."

**d. Honda:**

- i. In 2002, Honda represented on its website: “Having already earned top safety ratings with its quadruple five-star front- and side-impact crash test ratings, the 2002 Odyssey now offers the latest generation of airbag systems from Honda. Driver’s and front passenger’s dual stage airbags (SRS) along with driver’s and front passenger’s side airbags are now standard equipment on all models - yet another minivan first... Both front airbags have a dual-stage inflator that can deploy the airbag at one of two rates depending on the severity of the crash . . . . The front passenger’s side airbag has an automatic cutoff system that is designed to prevent side airbag deployment if a child (or small statured adult) leans into the side airbag deployment path. Once the child returns to an upright position, the side airbag will be able to deploy and provide protection in the event of a side impact . . . . Building on the standard anti-lock braking system (ABS), new standard rear disc brakes result in improved stopping performance with higher resistance to brake fade and a more responsive brake pedal feel. Amber rear turn signals have been added, which help other drivers differentiate the indicators with increased clarity.”
- ii. In 2002, Honda represented in a commercial: “5-stars of frontal collision tests... that’s a safe car. Safe, get it through your head. To see what safe really means, take a look at a close look at the 2002 civic from Honda.”
- iii. In 2002, Honda represented in brochures: “Honda’s commitment to safe driving is in evidence throughout every vehicle... Every new vehicle

comes with dual front airbags (SRS), most using a dual stage design . . .

All designed to keep you and yours out of harm's way.”

- iv. In 2004, Honda represented in brochures: “A glance at the crash-test data posted by the U.S. government’s National Highway Traffic Safety Administration reveals a galaxy of 5-star ratings for Honda cars and trucks. In fact, five of our models to date – Accord Coupe, Civic Coupe, CR-V, Odyssey and Pilot – have earned the highest NHTSA crash-test ratings in frontal and side impact testing . . . . It’s a solid testament to our emphasis on safety.”
- v. In 2007, Honda represented on its website: “Through innovative original research, Honda has created advanced airbags that offer outstanding levels of occupant protection.”
- vi. In 2007, Honda also represented on its website: “Honda led the industry through advances such as driver and front passenger airbags with ‘dual output inflators’ that adjust the deployment force of the airbags to the severity of the crash.”
- vii. In 2007, Honda also represented on its website: “The Honda Accord is the first mid-size sedan to offer front, front-side and side curtain airbags as standard equipment. Accord earned a 5-star frontal impact rating from the U.S. government and a frontal ‘Best Pick’ from the Insurance Institute for Highway Safety (IIHS).”
- viii. In 2007, Honda also represented on its website: “Every Honda and Acura vehicle begins with a basic structure designed to be fundamentally safe,

but we add advanced technology as standard equipment that can help the driver maintain control of the vehicle.”

- ix. In 2015, Honda represented on its website: “Honda is committed to providing safety for everyone—that means crash protection not only for our own drivers and passengers, but also for the occupants of other vehicles, and injury mitigation for pedestrians.” “As a leader, Honda looks beyond government regulations, studying real world situations to develop new safety technologies for everyone.”
- x. In 2015, Honda represented on its website: “Acura believes driving a luxury car should be a highly enjoyable experience. And while we tend to dwell on the more exhilarating aspects of our vehicles, we consider your safety a top priority. . . . Safety has been top of mind with Acura engineers since day one. . . . Over the years, we’ve added many advanced safety technologies to the list, and the vast majority of them are now standard on every model.”

**e. Mazda:**

- i. In 2004, Mazda represented in brochures that its cars possessed “inspiring performance” and “reassuring safety features.”
- ii. In 2005, Mazda represented on its website: “in every configuration, you’ll enjoy Mazda’s legendary performance, function, style and safety.”
- iii. In 2015, Mazda represented on its website: “In the realm of safety, Mazda’s aim is to achieve a safe and accident-free automotive society from the three viewpoints of vehicles, people, and roads and

infrastructure. Specifically, the Company carries out research and development into safety technologies based on the Mazda Proactive Safety philosophy, which particularly respects the driver, and has released vehicles featuring the full suite of Mazda's advanced safety technologies . . . .”

**f. Mercedes**

- i. In a May 15, 2013 Mercedes press release on the Mercedes website, Dr. Dieter Zetsche, Chairman of the Board of Management of Daimler AG and Head of Mercedes-Benz Cars said: “Rather than being about safety or aesthetics, power or efficiency, comfort or dynamism, our aspirations were ‘the best or nothing’ in every respect. No other car stands for the Mercedes-Benz brand promise more than the S-Class.”
- ii. In a June 18, 2014, Mercedes press release on the Mercedes website, Mercedes stated: “Hallmark Mercedes high level of safety- To make top-class safety available for everyone, the CLS-Class will in the future be fitted with a host of new assistance systems along with existing systems with upgraded functionality.”
- iii. In a March 22, 2016, Mercedes press release on the Mercedes website, Mercedes stated about its Coupe: “In keeping with the Mercedes-Benz tradition, the body forms the foundation for exemplary crash safety. A high-strength safety passenger compartment forms the core of this concept. It is surrounded by specially designed and crash-tested deformation zones, which ensure the best possible occupant safety. In

addition to 3-point safety belts with pyrotechnical and reversible belt tensioning and belt-force limitation for driver, front passenger and those in the outer rear seats, numerous airbags serve to protect the vehicle's occupants in an accident. These include combined thorax/pelvis side bags for driver and front passenger and an optimized window bag extending over both seat rows, optional side bags for the outer rear seats and a driver knee bag.”

- iv. In a September 1, 2015, press release on the Mercedes website, Prof. Dr. Thomas Weber, Member of the Daimler Board of Management responsible for Group Research and Head of Mercedes-Benz claimed that “[t]he S-Class sets the pace on the global market when it comes to safety, efficiency and comfort.”
- v. In a 2011 C-Class brochure, Mercedes touted its “legacy of safety innovation,” promising “top-rated safety” that is “not just equipped with a list of safety features [but] engineered as an orchestrated system that is designed to make the most of the precious milliseconds it takes to avoid, or survive, a collision.”
- vi. In a 2011 M-Class brochure, Mercedes touted its “Five Star Safety.” With respect to airbags in particular, the brochure promises “10-way air bag protection. . . eight air bags offer a total of 10 ways of protection.”
- vii. In a 2012 S-Class Brochure, Mercedes claimed that the “S-Class is engineered not merely to meet expectations, but to redefine every

measure of how an automobile... can protect its occupants.” The S-Class is “engineered with visionary safety advances.”

**g. Nissan/Infiniti:**

- i. In 2005, Nissan represented in brochures that its vehicles possessed “an entire set of safety features to help protect you from the unavoidable. Including steel reinforcements, guard beams and advanced airbags that will help safeguard you and your passengers in the event of an accident.”
- ii. In 2015, Nissan represented on its website: “Nissan is committed to its position as a leader in the world of automotive safety. This dedication to comprehensive safety goes into the engineering and design of every vehicle we make . . . .”

**h. Subaru:**

- i. In 2005, Subaru represented on its website: “Features like seatbelts with front pretensioners and force limiters, crumple zones, side-impact beams, front air bags and a Ring-Shaped Reinforcement Frame aid in minimizing the effects of a collision.”
- ii. In 2005, Subaru represented in its brochures: “THE SUBARU DRIVING EXPERIENCE EVOKES MANY EMOTIONS. Confidence should always be one of them. Which is why every Subaru is engineered according to the principles of ‘Active Driving/Active Safety.’”
- iii. In 2005, Subaru represented in its brochures: “Advanced front air bags, including passenger-side dual-stage deployment, help provide optimal protection for the driver and front passenger.”

iv. In 2015, Subaru represented on its website: “Safety drives Subaru design.”

**i. Toyota/Lexus:**

i. In 2002, Toyota represented on its website: “With safety features like dual front air bags, crumple zones and 3-point seatbelts in every seating position. So gather up all the hikers -- big and small -- and head out. Way out.”

ii. In 2015, Toyota represented on its website: “For us, the journey towards a safe road never ends. This belief, along with our collaborative research efforts, drives us to create advancements and innovations in safety that have helped (and continue to help) prevent crashes and protect people.”

**j. Volkswagen:**

i. Brochures, including those distributed at dealerships, which regularly touted its vehicles’ standard and optional airbags.

ii. A 2008 Audi A4 brochure that touted its “IIHS top safety pick” designation, and asserts it is “not just safe for its size, [but] safe for any size.”

iii. A 2012 Passat brochure that promised “passive safety features to help protect you and keep you safe,” and that Volkswagen will “place safety at the top of our list.”

iv. A 2010 Jetta brochure that touted its “IIHS top safety pick” designation, and its use of “the latest in safety technology,” as well as its multiple airbags.



- v. A 2010 VW CC brochure that touts the brand's industry-leading number of "IIHS top safety pick" designations, and "six standard airbags."
- vi. A 2011 Audi A6 brochure that promises "all-encompassing safety," and highlights the vehicle's standard airbags.
- vii. A 2012 Audi A3 brochure that states "we kind of have a thing for safety," and promises airbags as a standard feature.

848. In addition to false and misleading statements and omissions to consumers, the Vehicle Manufacturer Defendants also made false and misleading statements to federal regulators and the media regarding the scope and cause of the Inflator Defect, as set forth above.

849. Defendants also made material misrepresentations and omissions regarding the completeness of each of the multiple recalls as more fully alleged above.

850. Each of these statements are materially false statements that misrepresented and omitted material facts and created confusion and likelihood of mistake as to the nature, characteristics, and qualities of its airbags, the root cause of Inflator Defect, the value of the vehicles in which its airbags were installed, the number of affected vehicles, and the extent of the unreasonable danger of death or personal injury related to the Inflator Defect.

851. Takata's and the Vehicle Manufacturer Defendants' misleading representations and omissions of fact relating to the Defective Airbags caused actual injury to automotive recyclers and other industry participants.

852. Takata's and the Vehicle Manufacturer Defendants' statements and omissions were made in commercial advertising or in promotion of vehicles equipped with Defective Airbags.

853. Takata's and the Vehicle Manufacturer Defendants' had an economic motivation for making their statements and omissions, as they were incentivized to sell as many airbags and vehicles as possible, and minimize lost profits associated with Defective Airbags.

854. Takata's and the Vehicle Manufacturer Defendants' misleading statements had a material effect on the purchasing decisions of automotive recyclers. These misrepresented, omitted, and concealed facts were material because they would be relied on by a reasonable business purchasing new or used motor vehicle, and because they directly impact the value of the Class Vehicles purchased by Automotive Recycler Plaintiffs and the Nationwide Automotive Recycler Class. Whether a manufacturer's products are safe and reliable, and whether that manufacturer stands behind its products are material concerns to a purchaser. Automotive Recycler Plaintiffs and Nationwide Automotive Recycler Class members trusted Defendants not to sell or fail to recall vehicles that were defective or that violated federal law governing motor vehicle safety.

855. Takata's and the Vehicle Manufacturer Defendants' statements were widely distributed, which is, at least, sufficient to constitute promotion within the automotive recycler industry.

856. Thus, Takata's and the Vehicle Manufacturer Defendants' misleading representations, statements, and omissions are and/or were material and the direct cause of the injuries herein described.

857. Takata's and the Vehicle Manufacturer Defendants' products travel or traveled in interstate commerce.

858. Automotive Recycler Plaintiffs and Nationwide Automotive Recycler Class members have been and continue to be damaged and injured by Takata's and the Vehicle

Manufacturer Defendants' material misrepresentations and omissions and as a result of the false and misleading statements and omissions. Automotive Recycler Plaintiffs and the Nationwide Automotive Recycler Class members were injured and continue to suffer injury to their commercial interests in the sale of airbags by eliminating the resale market for the Defective Airbags, which resulted in lower revenues and profits, as well as lost business and increased expenses. Those economic injuries are likely to continue in the future.

859. Takata's and the Vehicle Manufacturer Defendants' representations, statements, omissions, and commentary, as more fully set forth herein, were made with knowledge or reckless disregard of their falsity and the resulting risk and damage to the Automotive Recycler Plaintiffs and the Nationwide Automotive Recycler Class.

860. Takata's and the Vehicle Manufacturer Defendants' acts constitute the use of false descriptions and false representations in interstate commerce in violation of § 43(a) of the Lanham Act and entitle Automotive Recycler Plaintiffs, individually and on behalf of the other Nationwide Automotive Recycler Class members, to recover damages, disgorgement of Defendants' profits, the costs of this action, attorney's fees, and treble damages based on the actual harm caused.

**B. Common Law Claim**

**COUNT 22**

**Fraudulent Concealment & Fraudulent Misrepresentation**

861. This claim is brought by (a) all Plaintiffs against Honda, BMW, Mazda, Nissan, Subaru, and Toyota; (b) Plaintiffs Butler, Knox, Midway, Snyder's, and Weaver against New Chrysler; (c) Plaintiffs Butler, Knox, Snyder's, and Weaver against the GM Defendants; and (d) Plaintiffs Butler, Cunningham, Knox, Midway, Snyder's, and Weaver against Mercedes and the

Volkswagen Defendants. Each group of Plaintiffs brings this claim on behalf of themselves and the members of the Nationwide Automotive Recycler Class (excluding Class members who purchased a Class Vehicle in Florida or Pennsylvania) under the common law of fraudulent concealment, as there are no true conflicts (case-dispositive differences) among various states' laws of fraudulent concealment. In the alternative, Plaintiffs brings this claim against Defendants under the laws of the states where Plaintiffs and Class members purchased their Class Vehicles.

862. As described above, Defendants made material omissions and affirmative misrepresentations regarding the Class Vehicles and the Defective Airbags contained therein.

863. Defendants concealed and suppressed material facts regarding the Defective Airbags—most importantly, the Inflator Defect, which causes, among other things, the Defective Airbags to: (a) rupture and expel metal shrapnel that tears through the airbag and poses a threat of serious injury or death to occupants; and/or (b) hyper-aggressively deploy and seriously injure occupants through contact with the airbag.

864. Defendants took steps to ensure that its employees did not reveal the known safety Inflator Defect to regulators, consumers, or businesses like Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class.

865. On information and belief, Takata still has not made full and adequate disclosure, continues to defraud Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class and continues to conceal material information regarding the Inflator Defect that exists in the Defective Airbags.

866. Defendants had a duty to disclose the Inflator Defect because they:

- a. Had exclusive and/or far superior knowledge and access to the facts than Automotive Recycler Plaintiffs and members of the Nationwide Automotive

Recycler Class, and knew that the facts were not known to or reasonably discoverable by Plaintiffs and the Class;

- b. Intentionally concealed the foregoing from Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class; and
- c. Made incomplete representations about the safety and reliability of the Defective Airbags and, by extension, the Class Vehicles, while purposefully withholding material facts from Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class that contradicted these representations.

867. These omitted and concealed facts were material because they would be relied on by purchasers of the Class Vehicles, including the Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class. Whether a manufacturer's products are safe and reliable, and whether that manufacturer stands behind its products are material concerns to a purchaser. Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class trusted Defendants not to sell or fail to recall vehicles that were unsafe or defective or that violated federal law governing motor vehicle safety.

868. Defendants concealed and suppressed these material facts to falsely assure the public that their vehicles were capable of performing safely, as represented by them and reasonably expected by purchasers of the Class Vehicles.

869. Defendants also misrepresented the safety and reliability of its vehicles, because they either (a) knew but did not disclose the Inflator Defect; (b) knew that they did not know whether their safety and reliability representations were true or false; or (c) should have known that their misrepresentations were false.

870. Defendants actively concealed or suppressed these material facts, in whole or in part, to maintain a market for their vehicles, to protect their profits, and to avoid recalls that would harm or damage their brands' image and cost them money. Defendants concealed these facts at the expense of Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class.

871. Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class were unaware and could not have been aware of these omitted material facts and would not have acted as they did if they had known of the concealed or suppressed facts.

872. Had they been aware of the Defective Airbags and Defendants' callous disregard for safety, Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class would have paid less for their Class Vehicles. Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class did not receive the benefit of their bargain as a result of Defendants' fraudulent concealment.

873. Because of the concealment and/or suppression of the facts, Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class sustained damage because they purchased Class Vehicles with Defective Airbags (that cannot be resold) as a result of Defendants' concealment of, and failure to timely disclose, and/or misrepresentations concerning the serious Inflator Defect in millions of Class Vehicles and the serious safety and quality issues caused by their conduct.

874. The value of all Class Vehicles has diminished as a result of Defendants' fraudulent conduct in connection with the Defective Airbags and has made any reasonable consumer reluctant to purchase any of the Class Vehicles, let alone pay what otherwise would have been fair market value for the parts, including airbags, to repair them.

875. Accordingly, Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class have been injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain or overpayment for the Class Vehicles at the time of purchase, the diminished value of the Defective Airbags and the Class Vehicles, and/or the costs incurred in storing, maintaining or otherwise disposing of the defective airbags.

876. Defendants' acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Automotive Recycler Plaintiffs' and Nationwide Automotive Recycler Class members' rights and well-being, and with the aim of enriching themselves. Defendants' conduct, which exhibits the highest degree of reprehensibility, being intentional, continuous, placing others at risk of death and injury, and effecting public safety, warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

## **II. State Class Claims**

### **COUNT 23**

#### **Violation of Florida's Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201, *et. seq.***

877. This claim is brought by ARA and Butler ("Florida Automotive Recycler Plaintiffs") individually and on behalf of the Florida Automotive Recycler Class against Honda, BMW, Mazda, Nissan, Subaru, and Toyota. Butler also brings this claim individually and on behalf of the Florida Automotive Recycler Class against New Chrysler, the GM Defendants, Mercedes, and the Volkswagen Defendants.

878. Assignors, Butler, and the Florida Automotive Recycler Class are "consumers" within the meaning of Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Fla. Stat. § 501.203(7).

879. Defendants are engaged in “trade or commerce” within the meaning of Fla. Stat. § 501.203(8).

880. FDUTPA prohibits “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.204(1). Defendants participated in unfair and deceptive trade practices that violated the FDUTPA as described herein.

881. In the course of their business, Defendants failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

882. Defendants also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles and/or the Defective Airbags installed in them.

883. Takata has known of the Inflator Defect in the Defective Airbags since at least the 1990s. Prior to installing the Defective Airbags in their vehicles, the Vehicle Manufacturer Defendants knew or should have known of the Inflator Defect, because Takata informed them that the Defective Airbags contained the volatile and unstable ammonium nitrate. In addition, Defendant Honda has known of the Inflator Defect in the Defective Airbags in Honda’s vehicles since at least 2004. New Chrysler and the GM Defendants knew about the Inflator Defect from the moments of their inception in 2009, and the other Vehicle Manufacturer Defendants have known or should have known of the Inflator Defect in the Defective Airbags since at least 2008.



Defendants failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

884. By failing to disclose and actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting themselves as reputable manufacturers that value safety, Defendants engaged in unfair or deceptive business practices in violation of the FDUTPA. Defendants deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy, and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase the Class Vehicles.

885. In the course of Defendants' business, they willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and the serious Inflator Defect discussed above. Defendants compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be reputable manufacturers that value safety.

886. Defendants' unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Assignors, Butler, and the Florida Automotive Recycler Class members, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Defendants' brands, and the true value of the Class Vehicles.

887. Defendants intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Assignors, Butler, and the Florida Automotive Recycler Class.

888. Defendants knew or should have known that their conduct violated the FDUTPA.

889. As alleged above, Defendants made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Defendants' representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite their knowledge of the Inflator Defect or their failure to reasonably investigate it.

890. To protect their profits and to avoid remediation costs and a public relations nightmare, Defendants concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences, and allowed ARA and Butler and the Florida Automotive Recycler Class members to continue the resale of highly dangerous vehicles and vehicle parts.

891. Defendants owed Assignors, Butler, and the Florida Automotive Recycler Class members a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Defendants:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Plaintiff; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Assignors, Butler, and the Florida Automotive Recycler Class members that contradicted these representations.

892. Because Defendants fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Defendants' conduct, they are now worth significantly less than they otherwise would be.

893. Defendants' failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Assignors, Butler, and the Florida Automotive Recycler Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

894. Assignors, Butler, and the Florida Automotive Recycler Class suffered ascertainable loss caused by Defendants' misrepresentations and their failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Defendants' complete disregard for safety, Assignors, Butler, and the Florida Automotive Recycler Class members either would have paid less for their vehicles or would not have purchased or leased them at all. Assignors, Butler, and the Florida Automotive Recycler Class members did not receive the benefit of their bargain as a result of Defendants' misconduct.

895. Assignors, Butler, and the Florida Automotive Recycler Class risk irreparable injury as a result of Defendants' act and omissions in violation of the FDUTPA, and these violations present a continuing risk to Assignors, Butler, and the Florida Automotive Recycler Class, as well as to the general public. Defendants' unlawful acts and practices complained of

herein affect the public interest. The recalls and repairs instituted by Defendants have not been adequate.

896. As a direct and proximate result of Defendants' violations of the FDUTPA, Assignors, Butler, and the Florida Automotive Recycler Class have suffered injury-in-fact and/or actual damage.

897. Florida Automotive Recycler Plaintiffs and the Florida Automotive Recycler Class are entitled to recover their actual damages under Fla. Stat. § 501.211(2) and attorneys' fees under Fla. Stat. § 501.2105(1).

898. Florida Automotive Recycler Plaintiffs and the Florida Automotive Recycler Class also seek an order enjoining Defendants' unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys' fees, and any other just and proper relief available under the FDUTPA.

#### **COUNT 24**

##### **Violation of the Georgia Uniform Deceptive Trade Practices Act, Ga. Code Ann. §§ 10-1-370, *et seq.***

899. This claim is brought on behalf of Weaver individually and on behalf of the Georgia Automotive Recycler Class against all Vehicle Manufacturer Defendants.

900. Weaver, the Georgia Automotive Recycler Class and Defendants are "persons" within the meaning of the Georgia Uniform Deceptive Trade Practices Act ("Georgia UDTPA"), Ga. Code. Ann. § 10-1-371(5).

901. The Georgia UDTPA prohibits "deceptive trade practices," which include the "misrepresentation of standard or quality of goods or services," and "engaging in any other conduct which similarly creates a likelihood of confusion or of misunderstanding." Ga. Code Ann. § 10-1-372(a). By failing to disclose and actively concealing the dangers and risks posed by

the Class Vehicles and/or the Defective Airbags installed in them, Defendants engaged in deceptive trade practices prohibited by the Georgia UDTPA.

902. In the course of their business, Defendants failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

903. Defendants also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles and/or the Defective Airbags installed in them.

904. Takata has known of the Inflator Defect in the Defective Airbags since at least the 1990s. Prior to installing the Defective Airbags in their vehicles, the Vehicle Manufacturer Defendants knew or should have known of the Inflator Defect, because Takata informed them that the Defective Airbags contained the volatile and unstable ammonium nitrate and the Vehicle Manufacturer Defendants approved Takata's designs.

905. Honda was again made aware of the Inflator Defect in the Takata airbags in Honda's vehicles in 2004, following a rupture incident. New Chrysler and the GM Defendants knew about the Inflator Defect from the moments of their inception in 2009, and the other Vehicle Manufacturer Defendants were again made aware of the Inflator Defect in Takata's airbags not later than 2008, when Honda first notified regulators of a problem with its Takata airbags. Defendants failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

906. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting themselves as reputable manufacturers that value safety, Defendants engaged in unfair or deceptive business practices in violation of the Georgia UDTPA. Defendants deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy, and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase the Class Vehicles.

907. In the course of Defendants' business, they willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and the serious Inflator Defect discussed above. Defendants compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be reputable manufacturers that value safety.

908. Defendants' unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Plaintiffs, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Defendants' brands, and the true value of the Class Vehicles.

909. Defendants intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Plaintiffs and the Georgia Automotive Recycler Class.

910. Defendants knew or should have known that their conduct violated the Georgia UDTPA.

911. As alleged above, Defendants made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Defendants' representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite their knowledge of the Inflator Defect or their failure to reasonably investigate it.

912. To protect their profits and to avoid remediation costs and a public relations nightmare, Defendants concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences, and allowed Weaver and the Georgia Automotive Recycler Class members to continue the resale of highly dangerous vehicles and vehicle parts.

913. Defendants owed Weaver and the Georgia Automotive Recycler Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Defendants:

- a. Possessed exclusive knowledge of the dangers and risks to consumers posed by the foregoing;
- b. Intentionally concealed the foregoing from Weaver, the Georgia Automotive Recycler Class, general consumers and the general public; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Weaver, the Georgia Automotive Recycler Class, general consumers and the general public that contradicted these representations.

914. Because Defendants fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Defendants' conduct, they are now worth significantly less than they otherwise would be.

915. Defendants' failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Weaver and the Georgia Automotive Recycler Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

916. Weaver and the Georgia Automotive Recycler Class suffered ascertainable loss caused by Defendants' misrepresentations and their failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Defendants' complete disregard for safety, Weaver and the Georgia Automotive Recycler Class either would have paid less for their vehicles or would not have purchased or leased them at all. Weaver and the Georgia Automotive Recycler Class members did not receive the benefit of their bargain as a result of Defendants' misconduct.

917. Weaver and the Georgia Automotive Recycler Class risk irreparable injury as a result of Defendants' acts and omissions in violation of the Georgia UDTPA, and these violations present a continuing risk to Weaver and the Georgia Automotive Recycler Class as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest. The recalls and repairs instituted by Defendants have not been adequate.



918. As a direct and proximate result of Defendants' violations of the Georgia UDTPA, Weaver and the Georgia Automotive Recycler Class have suffered injury-in-fact and/or actual damage.

919. Weaver and the Georgia Automotive Recycler Class are entitled to recover their general damages under Ga. Code § 10-1-399(a) and attorneys' fees under Ga. Code § 10-1-399(d).

920. Weaver and the Georgia Automotive Recycler Class seek an order enjoining Defendants' unfair, unlawful, and/or deceptive practices, attorneys' fees, and any other just and proper relief available under the Georgia UDTPA per Ga. Code Ann. § 10-1-373.

921. Weaver and the Georgia Automotive Recycler Class seek exemplary damages against Defendants because their conduct was intentional.

922. Defendants fraudulently and willfully misrepresented the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them, deceived Weaver and the Georgia Automotive Recycler Class on life-or-death matters, and concealed material facts that only they knew, all to avoid the expense and public relations nightmare of correcting the myriad of flaws in the Class Vehicles and/or the Defective Airbags installed in them. Because Defendants' conduct was intentional, it warrants exemplary damages.

923. In accordance with Ga. Code Ann. § 10-1-399(b), Defendants are on notice of their alleged violations of the Georgia UDTPA relating to the Class Vehicles and/or the Defective Airbags installed in them purchased by Weaver and the Georgia Automotive Recycler Class. Weaver demanded that Defendants correct or agree to correct the actions described herein. Defendants have failed to do so.

**COUNT 25**

**Violation of the North Carolina Unfair and Deceptive Trade Practices Act,  
N.C. Gen. Stat. §§ 75-1.1, *et seq.***

924. This claim is brought by Weaver and Young's individually and on behalf of the North Carolina Automotive Recycler Class against all Defendants Honda, BMW, Mazda, Nissan, Subaru, and Toyota. Weaver also brings this claim individually and on behalf of the North Carolina Automotive Recycler Class against New Chrysler, the GM Defendants, Mercedes, and the Volkswagen Defendants.

925. Defendants engaged in "commerce" within the meaning of N.C. Gen. Stat. § 75-1.1(b).

926. The North Carolina Unfair and Deceptive Trade Practices Act ("UDTPA") broadly prohibits "unfair or deceptive acts or practices in or affecting commerce." N.C. Gen. Stat. § 75-1.1(a). As alleged above and below, Defendants willfully committed unfair or deceptive acts or practices in violation of the North Carolina UDTPA.

927. In the course of their business, Defendants failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

928. Defendants also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles and/or the Defective Airbags installed in them.

929. Takata has known of the Inflator Defect in its Defective Airbags since at least the 1990s. Prior to installing the Defective Airbags in their vehicles, the Vehicle Manufacturer

Defendants knew or should have known of the Inflator Defect, because Takata informed them that the Defective Airbags contained the volatile and unstable ammonium nitrate and the Vehicle Manufacturer Defendants approved Takata's designs. In addition, Defendant Honda was again made aware of the Inflator Defect in the Takata airbags in Honda's vehicles in 2004, following a rupture incident. New Chrysler and the GM Defendants knew about the Inflator Defect from the moments of their inception in 2009, and the other Vehicle Manufacturer Defendants were again made aware of the Inflator Defect in Takata's airbags not later than 2008, when Honda first notified regulators of a problem with its Takata airbags. Defendants failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

930. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting themselves as reputable manufacturers that value safety, Defendants engaged in unfair or deceptive business practices in violation of the North Carolina UDTPA. Defendants deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy, and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that the Class Vehicles were purchased.

931. In the course of Defendants' business, they willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and serious defect discussed above. Defendants compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be reputable manufacturers that value safety.

932. Defendants' unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead, tended to create a false impression in purchasers, were likely to and did in fact deceive reasonable purchasers, including Weaver, Young's, and the North Carolina Automotive Recycler Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Defendants' brands, and the true value of the Class Vehicles.

933. Defendants intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Weaver, Young's, and the North Carolina Automotive Recycler Class.

934. Defendants knew or should have known that their conduct violated the North Carolina UDTPA.

935. As alleged above, Defendants made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Defendants' representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite their knowledge of the Inflator Defect or their failure to reasonably investigate it.

936. To protect their profits and to avoid remediation costs and a public relations nightmare, Defendants concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences, and allowed Weaver, Young's, and the North Carolina Automotive Recycler Class members to continue the resale of highly dangerous vehicles and vehicle parts.

937. Defendants owed Weaver, Young's, and the North Carolina Automotive Recycler Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective

Airbags installed in them because Defendants:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Weaver, Young's and the North Carolina Automotive Recycler Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Weaver, Young's, and the North Carolina Automotive Recycler Class that contradicted these representations.

938. Because Defendants fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Defendants' conduct, they are now worth significantly less than they otherwise would be.

939. Defendants' failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Weaver, Young's, and the North Carolina Automotive Recycler Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

940. Weaver, Young's and the North Carolina Automotive Recycler Class suffered ascertainable loss caused by Defendants' misrepresentations and their failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Defendants' complete disregard for safety, Weaver, Young's, and the North Carolina Automotive Recycler Class either would have paid less for

their vehicles or would not have purchased or leased them at all. Weaver, Young's, and the North Carolina Automotive Recycler Class did not receive the benefit of their bargain as a result of Defendants' misconduct.

941. Weaver, Young's, and the North Carolina Automotive Recycler Class risk irreparable injury as a result of Defendants' acts and omissions in violation of the North Carolina Act, and these violations present a continuing risk to Weaver, Young's, and the North Carolina Automotive Recycler Class, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest. The recalls and repairs instituted by Defendants have not been adequate.

942. As a direct and proximate result of Defendants' violations of the North Carolina UDTPA, Weaver, Young's, and the North Carolina Automotive Recycler Class have suffered injury-in-fact and/or actual damage.

943. Weaver, Young's, and members of the North Carolina Automotive Recycler Class seek punitive damages against Defendants because Defendants' conduct was malicious, willful, reckless, wanton, fraudulent, and in bad faith.

944. Defendants fraudulently and willfully misrepresented the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them, deceived Weaver, Young's, and North Carolina Automotive Recycler Class on life-or-death matters, and concealed material facts that only Defendants knew, all to avoid the expense and public relations nightmare of correcting the myriad flaws in the Class Vehicles and/or the Defective Airbags installed in them. Because Defendants' conduct was malicious, willful, reckless, wanton, fraudulent, and in bad faith, it warrants punitive damages.

945. Weaver, Young's, and the North Carolina Automotive Recycler Class seek an order for treble their actual damages, an order enjoining Defendants' unlawful acts, costs of Court, attorney's fees, and any other just and proper relief available under the North Carolina UDTPA, N.C. Gen. Stat. § 75-16.

### **COUNT 26**

#### **Violation of the Tennessee Consumer Protection Act Tenn. Code Ann. §§ 47-18-101, *et seq.***

946. This claim is brought by Knox individually and on behalf of the Tennessee Automotive Recycler Class against all Defendants.

947. Knox and the Tennessee Automotive Recycler Class members are "consumers" within the meaning of Tennessee Consumer Protection Act, Tenn. Code § 47-18-103(2).

948. The Tennessee Consumer Protection Act ("TCPA") prohibits "unfair or deceptive acts or practices affecting the conduct of any trade or commerce." Tenn. Code Ann. § 47-18-104(b). Defendants have committed unfair or deceptive acts or practices affecting the conduct of any trade or commerce.

949. Defendants also violated the TCPA by: (1) representing that the Class Vehicles and/or the Defective Airbags installed in them have characteristics, uses, or benefits which they do not have; (2) representing that they are of a particular standard, quality, and grade when they are not; (3) advertising them with the intent not to sell them as advertised; and (4) using statements or illustrations in advertisements which created a false impression of their grade, quality, value or usability.

950. In the course of their business, Defendants failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or

capacity to deceive.

951. Defendants also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles and/or the Defective Airbags installed in them.

952. Takata has known of the Inflator Defect in its Defective Airbags since at least the 1990s. Prior to installing the Defective Airbags in their vehicles, the Vehicle Manufacturer Defendants knew or should have known of the Inflator Defect, because Takata informed them that the Defective Airbags contained the volatile and unstable ammonium nitrate and the Vehicle Manufacturer Defendants approved Takata's designs. In addition, Defendant Honda has known of the Inflator Defect in the Defective Airbags in Honda's vehicles since at least 2004. New Chrysler and the GM Defendants knew about the Inflator Defect from the moments of their inception in 2009, and the other Vehicle Manufacturer Defendants have known or should have known of the Inflator Defect in the Defective Airbags since at least 2008. Defendants failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

953. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting themselves as reputable manufacturers that value safety, Defendants engaged in unfair or deceptive business practices in violation of the TCPA. Defendants deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during



accidents, in order to ensure the purchase of the Class Vehicles.

954. In the course of Defendants' business, they willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and serious defect discussed above. Defendants compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be reputable manufacturers that value safety.

955. Defendants' unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead, tended to create a false impression in purchasers, were likely to and did in fact deceive reasonable purchasers, including Plaintiff, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Defendants' brands, and the true value of the Class Vehicles.

956. Defendants intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Knox and the Tennessee Automotive Recycler Class.

957. Defendants knew or should have known that their conduct violated the TCPA.

958. As alleged above, Defendants made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Defendants' representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite their knowledge of the Inflator Defect or their failure to reasonably investigate it.

959. To protect their profits and to avoid remediation costs and a public relations nightmare, Defendants concealed the dangers and risks posed by the Class Vehicles and/or the

Defective Airbags installed in them and their tragic consequences, and allowed unsuspecting car purchasers to continue to buy the Class Vehicles, and allowed them to continue the resale of highly dangerous vehicles and vehicle parts.

960. Defendants owed Knox and the Tennessee Automotive Recycler Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Defendants:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Knox and the Tennessee Automotive Recycler Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Knox and the Tennessee Automotive Recycler Class that contradicted these representations.

961. Because Defendants fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Defendants' conduct, they are now worth significantly less than they otherwise would be.

962. Defendants' failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Knox and the Tennessee Automotive Recycler Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

963. Knox and the Tennessee Automotive Recycler Class suffered ascertainable loss

caused by Defendants' misrepresentations and their failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Defendants' complete disregard for safety, automotive recyclers like Knox and the Tennessee Automotive Recycler Class would have paid less for their vehicles or would not have purchased them at all. Knox and the Tennessee Automotive Recycler Class members did not receive the benefit of their bargain as a result of Defendants' misconduct.

964. Knox and the Tennessee Automotive Recycler Class risk irreparable injury as a result of Defendants' acts and omissions in violation of the TCPA, and these violations present a continuing risk to Knox and the Tennessee Automotive Recycler Class members, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest. The recalls and repairs instituted by Defendants have not been adequate.

965. As a direct and proximate result of Defendants' violations of the TCPA, Knox and the Tennessee Automotive Recycler Class have suffered injury-in-fact and/or actual damage.

966. Pursuant to Tenn. Code Ann. § 47-18-109(a), Knox and the Tennessee Automotive Recycler Class seek monetary relief against Defendants measured as actual damages in an amount to be determined at trial, treble damages for Defendants' knowing or willful violations of the TCPA, and any other just and proper relief available under the TCPA.

967. Plaintiffs also seek an order enjoining Defendants' unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys' fees, and any other just and proper relief available under the TCPA.

#### **COUNT 27**

#### **Violation of the Deceptive Trade Practices Act Tex. Bus. & Com. Code §§ 17.41, *et seq.***

968. This claim is brought by Snyder's individually and on behalf of the Texas

Automotive Recycler Class against all Defendants.

969. Snyder's and the Texas Automotive Recycler Class are individuals, partnerships and corporations with assets of less than \$25 million (or are controlled by corporations or entities with less than \$25 million in assets). *See* Tex. Bus. & Com. Code § 17.41.

970. The Texas Deceptive Trade Practices-Consumer Protection Act ("Texas DTPA") prohibits "[f]alse, misleading, or deceptive acts or practices in the conduct of any trade or commerce," Tex. Bus. & Com. Code § 17.46(a), and an "unconscionable action or course of action," Tex. Bus. & Com. Code § 17.45(5), which means "an act or practice which, to a consumer's detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree," Tex. Bus. & Com. Code § 17.50(a)(3). Defendants have committed false, misleading, unconscionable, and deceptive acts or practices in the conduct of trade or commerce.

971. Defendants also violated the Texas DTPA by: (1) representing that the Class Vehicles and/or the Defective Airbags installed in them have characteristics, uses, benefits, and qualities which they do not have; (2) representing that they are of a particular standard, quality, and grade when they are not; (3) advertising them with the intent not to sell or lease them as advertised; and (4) failing to disclose information concerning them with the intent to induce others to purchase or lease them.

972. In the course of their business, Defendants failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

973. Defendants also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles and/or the Defective Airbags installed in them.

974. Takata has known of the Inflator Defect in its Defective Airbags since at least the 1990s. Prior to installing the Defective Airbags in their vehicles, the Vehicle Manufacturer Defendants knew or should have known of the Inflator Defect, because Takata informed them that the Defective Airbags contained the volatile and unstable ammonium nitrate and the Vehicle Manufacturer Defendants approved Takata's designs. In addition, Defendant Honda has known of the Inflator Defect in the Defective Airbags in Honda's vehicles since at least 2004. New Chrysler and the GM Defendants knew about the Inflator Defect from the moments of their inception in 2009, and the other Vehicle Manufacturer Defendants have known or should have known of the Inflator Defect in the Defective Airbags since at least 2008. Defendants failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

975. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting themselves as reputable manufacturers that value safety, Defendants engaged in unfair or deceptive business practices in violation of the Texas DTPA. Defendants deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure the purchase of the Class Vehicles.

976. In the course of Defendants' business, they willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and serious defect discussed above. Defendants compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be reputable manufacturers that value safety.

977. Defendants' unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead, tended to create a false impression in purchasers, were likely to and did in fact deceive reasonable purchasers, including Snyder's and the Texas Automotive Recycler Class members, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Defendants' brands, and the true value of the recalled vehicles.

978. Defendants intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Snyder's and the Texas Automotive Recycler Class.

979. Defendants knew or should have known that their conduct violated the Texas DTPA.

980. As alleged above, Defendants made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Defendants' representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite their knowledge of the Inflator Defect or their failure to reasonably investigate it.

981. To protect their profits and to avoid remediation costs and a public relations nightmare, Defendants concealed the dangers and risks posed by the Class Vehicles and/or the

Defective Airbags installed in them and their tragic consequences, and allowed unsuspecting car purchasers to continue to buy the Class Vehicles, and allowed them to continue the resale of highly dangerous vehicles and vehicle parts.

982. Defendants owed Snyder's and the Texas Automotive Recycler Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Defendants:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Snyder's and the Texas Automotive Recycler Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Snyder's and the Texas Automotive Recycler Class that contradicted these representations.

983. Because Defendants fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Defendants' conduct, they are now worth significantly less than they otherwise would be.

984. Defendants' failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Snyder's and the Texas Automotive Recycler Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

985. Snyder's and the Texas Automotive Recycler Class suffered ascertainable loss caused by Defendants' misrepresentations and their failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Defendants' complete disregard for safety, automotive recyclers like Plaintiff and the Texas Automotive Recycler Class would have paid less for their vehicles or would not have purchased them at all. Snyder's and the Texas Automotive Recycler Class did not receive the benefit of their bargain as a result of Defendants' misconduct.

986. Snyder's and the Texas Automotive Recycler Class risk irreparable injury as a result of Defendants' acts and omissions in violation of the Texas DTPA, and these violations present a continuing risk to Snyder's and the Texas Automotive Recycler Class, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest. The recalls and repairs instituted by Defendants have not been adequate.

987. As a direct and proximate result of Defendants' violations of the Texas DTPA, Snyder's and the Texas Automotive Recycler Class have suffered injury-in-fact and/or actual damage.

988. Pursuant to Tex. Bus. & Com. Code § 17.50(a)(1) and (b), Snyder's and the Texas Automotive Recycler Class seek monetary relief against Defendants measured as actual damages in an amount to be determined at trial, treble damages for Defendants' knowing violations of the Texas DTPA, and any other just and proper relief available under the Texas DTPA.

989. For those Texas Automotive Recycler Class members who wish to rescind their purchases, they are entitled under Tex. Bus. & Com. Code § 17.50(b)(4) to rescission and other relief necessary to restore any money or property that was acquired from them based on violations of the Texas DTPA.



990. Snyder's and the Texas Automotive Recycler Class also seek court costs and attorneys' fees under § 17.50(d) of the Texas DTPA.

991. In accordance with Tex. Bus. & Com. Code § 17.505(a), Defendants are on notice of their alleged violations of the Texas DTPA relating to the Class Vehicles and/or the Defective Airbags installed in them purchased by Snyder's and the Texas Automotive Recycler Class. Snyder's demanded that Defendants correct or agree to correct the actions described herein. Defendants have failed to do so.

**PRAYER FOR RELIEF**

Plaintiffs, on behalf of themselves and all others similarly situated, request the Court to enter judgment against Defendants, as follows:

A. An order certifying the proposed Classes, designating Plaintiffs as the named representatives of the Classes, designating the undersigned as Class Counsel, and making such further orders for the protection of Class members as the Court deems appropriate, under Fed. R. Civ. P. 23;

B. A declaration that the airbags in Class Vehicles are defective;

C. An order enjoining Defendants to desist from further deceptive distribution and with respect to the Class Vehicles and such other injunctive relief that the Court deems just and proper;

D. An award to Plaintiffs and Class Members of compensatory, exemplary, and punitive remedies and damages and statutory penalties, including interest, in an amount to be proven at trial;

E. An award to Plaintiffs and Class Members for the return of the purchase price of the Class Vehicles and/or the defective airbags, with interest from the time it was paid, for the

reimbursement of the reasonable expenses occasioned by the purchase, for damages and for reasonable attorney fees;

F. A Defendant-funded program, using transparent, consistent, and reasonable protocols, under which out-of-pocket and loss-of-use expenses and damages claims associated with the Defective Airbags in Plaintiffs' and Class Members' Class Vehicles, can be made and paid, such that Defendants, not the Class Members, absorb the losses and expenses fairly traceable to the recall of the vehicles and correction of the Defective Airbags;

G. A declaration that Defendants must disgorge, for the benefit of Plaintiffs and Class Members, all or part of the ill-gotten profits they received from the sale of the Class Vehicles, or make full restitution to Plaintiffs and Class Members;

H. An award of attorneys' fees and costs, as allowed by law;

I. An award of prejudgment and post-judgment interest, as provided by law;

J. Leave to amend this Complaint to conform to the evidence produced at trial; and

K. Such other relief as may be appropriate under the circumstances.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a jury trial as to all issues triable by a jury.

DATED: May 18, 2018

**PODHURST ORSECK, P.A.**  
SunTrust International Center  
One Southeast 3<sup>rd</sup> Ave, Suite 2300  
Miami, Florida 33131  
Phone: (305) 358-2800  
Fax: (305) 358-2382

/s/ Peter Prieto

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Peter Prieto (FBN 501492)  
Aaron S. Podhurst (FBN 63606)  
Stephen F. Rosenthal (FBN 131458)  
John Gravante (FBN 617113)  
Matthew P. Weinshall (FBN 84783)  
Alissa Del Riego (FBN 99742)  
[pprieto@podhurst.com](mailto:pprieto@podhurst.com)  
[apodhurst@podhurst.com](mailto:apodhurst@podhurst.com)  
[srosenthal@podhurst.com](mailto:srosenthal@podhurst.com)  
[jgravante@podhurst.com](mailto:jgravante@podhurst.com)  
[mweinshall@podhurst.com](mailto:mweinshall@podhurst.com)  
[adelriego@podhurst.com](mailto:adelriego@podhurst.com)

*Chair Lead Counsel for Plaintiffs*

<p><b>COLSON HICKS EIDSON</b> Lewis S. "Mike" Eidson <a href="mailto:mike@colson.com">mike@colson.com</a> Curtis Bradley Miner <a href="mailto:curt@colson.com">curt@colson.com</a> 255 Alhambra Circle, PH Coral Gables, FL 33134 T: 305-476-7400</p> <p>By: <u>/s/ Curtis Bradley Miner</u></p> <p><i>Plaintiffs' Personal Injury Track Lead Counsel</i></p>	<p><b>POWER ROGERS &amp; SMITH, P.C.</b> Todd A. Smith <a href="mailto:tsmith@prslaw.com">tsmith@prslaw.com</a> 70 West Madison St., 55th Floor Chicago, IL 60602 T: 312-236-9381</p> <p>By: <u>/s/ Todd A. Smith</u></p> <p><i>Plaintiffs' Economic Damages Track Co-Lead Counsel</i></p>
<p><b>BOIES, SCHILLER &amp; FLEXNER LLP</b> David Boies, Esq. Motty Shuhnan, Esq. (Fla Bar. No. 175056) 333 Main Street Armonk, NY 10504 Tel: (914) 749-8200 Fax: (914) 749-8300 <a href="mailto:dboies@bsflp.com">dboies@bsflp.com</a> <a href="mailto:mshulman@bsflp.com">mshulman@bsflp.com</a></p> <p>Stephen N. Zack, Esq. (Fla. Bar. No. 145215) Mark J. Heise, Esq. (Fla. Bar No. 771090) 100 Southeast 2nd Street, Suite 2800 Miami, FL 33131 Tel: (305) 539-8400 Fax: (305) 539-1307 <a href="mailto:szack@bsflp.com">szack@bsflp.com</a> <a href="mailto:mheise@bsflp.com">mheise@bsflp.com</a></p> <p>Richard B. Drubel, Esq. Jonathan R. Voegelé, Esq. 26 South Main Street Hanover, NH 03755 Tel: (603) 643-9090 Fax: (603) 643-9010 <a href="mailto:rdrubel@bsflp.com">rdrubel@bsflp.com</a> <a href="mailto:jvoegele@bsflp.com">jvoegele@bsflp.com</a></p> <p>By: <u>/s/ David Boies, Esq.</u></p> <p><i>Plaintiffs' Economic Damages Track Co-Lead Counsel</i></p>	<p><b>BARON &amp; BUDD, PC</b> Roland Tellis <a href="mailto:rtellis@baronbudd.com">rtellis@baronbudd.com</a> David Fernandes <a href="mailto:dfernandes@baronbudd.com">dfernandes@baronbudd.com</a> Mark Pifko <a href="mailto:mpifko@baronbudd.com">mpifko@baronbudd.com</a> 15910 Ventura Blvd., Suite 1600 Encino, CA 91436 T: 818-839-2333</p> <p>J. Burton LeBlanc 9015 Bluebonnet Blvd. Baton Rouge, LA 70810 T: 225-761-6463</p> <p>By: <u>/s/ Roland Tellis</u></p> <p><i>Plaintiffs' Steering Committee</i></p>

<p><b>CARELLA BYRNE CECCHI OLSTEIN BRODY &amp; AGNELLO,PC</b> James E. Cecchi jcecchi@carellabyrne.com 5 Becker Farm Road Roseland, NJ 07068-1739 T: 973 994-1700 f: 973 994-1744</p> <p><u>By: /s/ James E. Cecchi</u></p> <p><i>Plaintiffs' Steering Committee</i></p>	<p><b>LIEFF CABRASER HEIMANN AND BERNSTEIN LLP</b> Elizabeth Cabraser ecabraser@lchb.com Phong-Chau Gia Nguyen pgnguyen@lchb.com 275 Battery St., Suite 3000 San Francisco, CA 94111-3339 T: 415-956-1000</p> <p>David Stelling 250 Hudson Street, 8<sup>th</sup> Floor NY, NY 10012 212-355-9500 dstellings@lchb.com</p> <p><u>By: /s/ Elizabeth Cabraser</u></p> <p><i>Plaintiffs' Steering Committee</i></p>
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on May 18, 2018 I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify the foregoing document is being served this day on all counsel of record via transmission of Notice of Electronic Filing generated by CM/ECF.

By: /s/Peter Prieto  
Peter Prieto

**BUTLERS AIRBAGS IN STOCK****Exhibit A**

Manufacturer	Model	Year	VIN	Recall	Side	Recall	Side
AUDI	AUDI A3	2008	WAUNF78P68A034431	16v079	Driver		
AUDI	AUDI A4	2006	WAUDF78E16A152457	16v382	Passenger		
AUDI	AUDI A4	2007	WAUAF78E17A193076	16v382	Passenger		
AUDI	AUDI A4	2007	WAUAF78E97A071291	16v382	Passenger		
AUDI	AUDI A4	2007	WAUDF78E97A215418	16v382	Passenger		
BMW	BMW 325i	2001	WBAAV33481FU79916	14v428	Passenger	17v047	Driver
BMW	BMW 325i	2001	WBAAV33461FU94110	14v428	Passenger	17v047	Driver
BMW	BMW 325i	2002	WBAET37402NG80348	13v172	Passenger	15v318	Driver
BMW	BMW 325i	2003	WBAEV33453KL80062	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2004	WBAAX13464PJ00814	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2005	WBAEV33485KW16741	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2006	WBAVB13516PS66766	13v564	Passenger		
BMW	BMW 330i	2001	WBAAV53441FJ63036	14v428	Passenger	17v047	Driver
BMW	BMW 330i	2001	WBABS53481JU85950	17v047	Driver		
BMW	BMW 330i	2003	WBABN53453PH03613	14v428	Passenger	15v318	Driver
FIAT CHRYSLER	300	2005	2C3AA63H45H168835	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2005	2C3AA63H65H612183	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2005	2C3JA63H75H116101	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	ASPEN	2007	1A8HX58287F566277	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHALLENGER	2010	2B3CJ4DV3AH300475	16v352	Passenger		
FIAT CHRYSLER	CHALLENGER	2011	2B3CJ5DT7BH575367	16v352	Passenger		
FIAT CHRYSLER	CHARGER	2006	2B3KA53H96H398416	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2007	2B3LA43G87H666833	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2007	2B3LA43R17H640589	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2009	2B3LA53T99H554029	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2011	2B3CL3CG6BH527166	16v352	Passenger		
FIAT CHRYSLER	DAKOTA	2005	1D7HE22KX5S322094	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2005	1D7HW48N35S324456	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2006	1D7HE22K46S697965	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2004	1D4HB48D34F105360	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2004	1D4HB48N34F101320	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2004	1D4HB58D64F119050	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2005	1D4HD48N55F599127	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2006	1D4HD48KX6F154602	15v313	Driver	16v352	Passenger

**BUTLERS AIRBAGS IN STOCK****Exhibit A**

FIAT CHRYSLER	RAM 1500	2003	1D7HA16N93J542002	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2004	1D7HA18D54S648124	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2005	1D7HA16N25J561817	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2006	1D7HA18236J156943	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2006	1D7HA18K56J246496	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HA16KX7J514558	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HA18247S193382	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 2500	2006	3D7KR29C66G163494	15v313	Driver	16v352	Passenger
GMC	AVALANCHE 1500	2007	3GNEC12J77G114616	16v381	Passenger		
GMC	ESCALADE	2007	1GYEC63897R297092	16v381	Passenger		
GMC	SAAB 9-3	2008	YS3FB49Y481121195	16v063	Driver		
GMC	SIERRA 1500	2007	3GTEK13M07G543469	16v381	Passenger		
GMC	SIERRA 1500	2008	2GTEC19J281262942	16v381	Passenger		
GMC	SILVERADO 1500	2007	2GCEC13C071669084	16v381	Passenger		
GMC	SILVERADO 1500	2007	1GCEC14C87Z567389	16v381	Passenger		
GMC	SILVERADO 1500	2008	1GCEK19J68Z321324	16v381	Passenger		
GMC	SILVERADO 2500	2008	1GCHC29K98E201520	15v324	Passenger		
GMC	SUBURBAN 1500	2007	3GNFC16JX7G226731	16v381	Passenger		
GMC	TAHOE	2007	1GNFC13067R429501	16v381	Passenger		
GMC	TAHOE	2007	1GNFK13077R127024	16v381	Passenger		
GMC	TAHOE	2008	1GNFC13C58J175919	16v381	Passenger		
GMC	YUKON	2011	1GKFC13037R377323	16v381	Passenger		
GMC	YUKON	2012	1GKS1EEF7BR348929	16v381	Passenger		
GMC	YUKON XL 1500	2013	1GKFK66897J331818	16v381	Passenger		
HONDA	ACCORD	2001	1HGCG16501A061055	15v320	Driver		
HONDA	ACCORD	2001	1HGCG56411A014681	15v320	Driver		
HONDA	ACCORD	2002	1HGCG55422A103887	15v320	Driver		
HONDA	ACCORD	2003	1HGCM56393A090457	15v370	Passenger	15v320	Driver
HONDA	ACCORD	2006	1HGCM56386A078904	15v370	Passenger	15v320	Driver
HONDA	ACCORD	2007	1HGCM568X7A001562	15v370	Passenger		
HONDA	ACCORD	2007	JHMCM56147C007989	15v370	Passenger	15v320	Driver
HONDA	ACCORD	2009	1HGCP26839A045279	16v346	Passenger		
HONDA	ACCORD	2009	1HGCP26449A004074	16v346	Passenger		
HONDA	ACCORD	2010	1HGCP2F4XAA134476	16v346	Passenger		
HONDA	CIVIC	2001	1HGEM22951L097943	15v370	Passenger	15v320	Driver
HONDA	CIVIC	2001	1HGEM22941L031514	15v370	Passenger	15v320	Driver



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HONDA	CIVIC	2002	2HGES26832H532450	15v370	Passenger	15v320	Driver
HONDA	CIVIC	2004	2HGES26794H616489	15v370	Passenger	15v320	Driver
HONDA	CIVIC	2005	1HGEM22595L004540	15v370	Passenger	15v320	Driver
HONDA	CIVIC	2005	2HGES156X5H588755	15v370	Passenger	15v320	Driver
HONDA	CIVIC	2006	JHMFA36286S005234	16v346	Passenger		
HONDA	CIVIC	2008	2HGFA16598H339963	16v346	Passenger		
HONDA	CR-V	2004	SHSRD78884U204270	15v320	Driver		
HONDA	CR-V	2005	SHSRD68565U302067	16v344	Passenger	15v320	Driver
HONDA	CR-V	2005	SHSRD78855U337683	16v344	Passenger	15v320	Driver
HONDA	ELEMENT	2004	5J6YH18534L014460	16v344	Passenger	15v320	Driver
HONDA	ELEMENT	2010	5J6YH1H3XAL005913	16v344	Passenger	15v320	Driver
HONDA	ODYSSEY	2004	5FNRL187X4B052264	16v344	Passenger	15v320	Driver
MAZDA	MAZDA 6	2003	1YVFP80D635M09239	16v354	Passenger	15v382	Driver
MAZDA	MAZDA 6	2005	1YVHP80C055M62490	16v354	Passenger	15v382	Driver
MAZDA	MAZDA 6	2006	1YVHP84D665M41289	16v354	Passenger	15v382	Driver
MAZDA	MAZDA 6	2006	1YVHP84C765M26758	16v354	Passenger	15v382	Driver
MAZDA	RX8	2005	JM1FE17N850145930	16v354	Passenger	15v382	Driver
MAZDA	RX8	2005	JM1FE173850150592	16v354	Passenger	15v382	Driver
MERCEDES	MERCEDES C-CLASS	2005	WDBRF40J15F628514	16v081	Passenger		
MERCEDES	MERCEDES C-CLASS	2005	WDBRF40J25F644592	16v081	Passenger		
MITSUBISHI	RAIDER	2007	1Z7HC22K27S174112	16v352	Passenger	15v313	Driver
NISSAN	INFINITI FX	2004	JNRAS08W74X213113	15v226	Passenger		
NISSAN	MAXIMA	2001	JN1CA31D41T831095	15v287	Passenger		
NISSAN	SENTRA	2005	3N1CB51D45L524707	15v287	Passenger		
NISSAN	SENTRA	2005	3N1CB51D05L585634	15v287	Passenger		
NISSAN	SENTRA	2006	3N1AB51D66L527682	15v287	Passenger		
NISSAN	SENTRA	2006	3N1CB51D16L631859	15v287	Passenger		
SUBARU	LEGACY	2011	4S3BMBC64B3230618	16v358	Passenger		
TOYOTA	COROLLA	2003	1NXBR32E33Z019823	15v286	Passenger		
TOYOTA	COROLLA	2005	1NXBR32E55Z504659	15v286	Passenger		
TOYOTA	COROLLA	2007	JTDBR32E670134630	15v286	Passenger		
TOYOTA	COROLLA	2010	1NXBU4EE1AZ228605	16v340	Passenger		
TOYOTA	SEQUOIA	2002	5TDZT38A02S107210	15v286	Passenger		
TOYOTA	SEQUOIA	2003	5TDZT34A93S143646	15v286	Passenger		
TOYOTA	TUNDRA	2006	5TBRT34196S482159	15v286	Passenger		
VOLKSWAGEN	PASSAT	2006	WVWEK73C36P046002	16v079	Driver		

**BUTLERS AIRBAGS IN STOCK**

**Exhibit A**

VOLKSWAGEN	PASSAT	2006	WVWEK73C36P166933	16v079	Driver		
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**CUNNINGHAM AIRBAGS IN STOCK****Exhibit B**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
AUDI	AUDI A4	2005	WAUAF68E75A517106	16V382	Passenger		
AUDI	AUDI A4	2005	WAUDF68E15A439032	16V382	Passenger		
AUDI	AUDI A4	2006	WAUDG78E46A065388	16V382	Passenger		
AUDI	AUDI A4	2007	WAUDH48H27K022346	16V382	Passenger	16v079	Driver
AUDI	AUDI A4	2007	WAUDF78E97A132863	16V382	Passenger		
AUDI	AUDI A4	2008	WAUDF78E18A095860	16V382	Passenger		
AUDI	AUDI A4	2008	WAUDF78E38A125585	16V382	Passenger		
AUDI	AUDI A4	2008	WAUDF78E08A028621	16V382	Passenger		
AUDI	AUDI Q5	2011	WA1CFAFP9BA011124	16V078	Driver		
BMW	BMW 323i	2000	WBAAR3349YJM02905	14v428	Passenger	17v047	Driver
BMW	BMW 325i	2001	WBAAV33451FV00589	14v428	Passenger	17v047	Driver
BMW	BMW 325i	2001	WBAAV33401EE75481	14v428	Passenger	17v047	Driver
BMW	BMW 325i	2001	WBAAV33401FV01729	14v428	Passenger	17v047	Driver
BMW	BMW 325i	2001	WBAAV33431EE75958	14v428	Passenger	17v047	Driver
BMW	BMW 325i	2002	WBAEV33472KL78618	13v172	Passenger	15v318	Driver
BMW	BMW 325i	2002	WBAEU33452PF66921	13v172	Passenger	15v318	Driver
BMW	BMW 325i	2002	WBAEU33492PF71099	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2002	WBABS33412JY59630	14v428	Passenger	17v047	Driver
BMW	BMW 325i	2003	WBAET37463NH02564	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2003	WBABS33483PG89252	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2004	WBAEU33414PR11961	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2004	WBAEV33494KR28632	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2004	WBAEV33474KR35417	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2004	WBABD33474PL00416	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2004	WBAEU33464PR08215	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2004	WBAEU33444PR09203	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2005	WBAEV33465KW18178	14v428	Passenger	15v318	Driver
BMW	BMW 328i	2000	WBABM534XYJN94995	14v428	Passenger		
BMW	BMW 328i	2000	WBABM5346YJP00486	14v428	Passenger		
BMW	BMW 328i	2007	WBAWL13577PX13054	16v071	Driver		
BMW	BMW 328i	2008	WBAVA33538FV67109	16v071	Driver		
BMW	BMW 328i	2009	WBAWB33579P137533	16v071	Driver		

**CUNNINGHAM AIRBAGS IN STOCK****Exhibit B**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
BMW	BMW 328i	2010	WBAWL1C58AP491874	16v071	Driver		
BMW	BMW 328i	2011	WBAKE5C59BE429784	16v071	Driver		
BMW	BMW 330i	2001	WBABN53431JU22987	14v428	Passenger	17v047	Driver
BMW	BMW 330i	2001	WBAAV53461JR78979	14v428	Passenger	14v047	Driver
BMW	BMW 330i	2002	WBABS53442JU89494	14v428	Passenger	17v047	Driver
BMW	BMW 330i	2003	WBAEW53483PN30032	14v428	Passenger	15v318	Driver
BMW	BMW 330i	2004	WBABD53434PD97497	14v428	Passenger	15v318	Driver
BMW	BMW 330i	2004	WBABW53484PL40512	14v428	Passenger	15v318	Driver
BMW	BMW 330i	2004	WBABW53454PL40371	14v428	Passenger	15v318	Driver
BMW	BMW 330i	2005	WBABD53475PL16158	14v428	Passenger	15v318	Driver
BMW	BMW 330i	2006	WBABW534X6PL53930	14v428	Passenger	15v318	Driver
BMW	BMW 335i	2008	WBAVB73588P102257	16v071	Driver		
BMW	BMW 335i	2011	WBAKF9C54BE619738	16v071	Driver		
BMW	BMW 335i	2011	WBAPN7C55BA781009	16v071	Driver		
BMW	BMW M3	2001	WBSBL93421JR11129	14v428	Passenger	17v047	Driver
BMW	BMW M3	2002	WBSBR93432EX23499	13v172	Passenger	15v318	Driver
BMW	BMW X3	2007	WBXPC93497WF15567	16v071	Driver		
BMW	BMW X3	2008	WBXPC93408WJ07974	16v071	Driver		
Honda	CIVIC	2001	1HGES26781L072663	15v370	Passenger	15v320	Driver
Honda	CIVIC	2001	1HGES16591L026221	15v370	Passenger	15v320	Driver
Honda	CIVIC	2001	1HGES267X1L061633	15v370	Passenger	15v320	Driver
Honda	CIVIC	2002	1HGES16552L040912	15v370	Passenger	15v320	Driver
Honda	CIVIC	2002	2HGES16532H531458	15v370	Passenger	15v320	Driver
Honda	CIVIC	2002	1HGEM21962L031050	15v370	Passenger	15v320	Driver
Honda	CIVIC	2003	2HGES16513H584760	15v370	Passenger		
Honda	CIVIC	2003	JHMES96623S007233	15v370	Passenger	15v320	Driver
Honda	CIVIC	2003	JHMES95673S026121	15v370	Passenger	15v320	Driver
Honda	CIVIC	2003	JHMES96663S013990	15v370	Passenger	15v320	Driver
Honda	CIVIC	2004	2HGES16594H636136	15v370	Passenger	15v320	Driver
Honda	CIVIC	2004	JHMES96664S015966	15v370	Passenger	15v320	Driver
Honda	CIVIC	2004	JHMES96664S012839	15v370	Passenger		
Honda	CIVIC	2004	JHMES96684S007190	15v370	Passenger	15v320	Driver
Honda	CIVIC	2005	1HGEM22015L016671	15v370	Passenger	15v320	Driver
Honda	CIVIC	2005	JHMES95695S009761	15v370	Passenger	15v320	Driver

**CUNNINGHAM AIRBAGS IN STOCK****Exhibit B**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Honda	CIVIC	2005	1HGEM22975L074010	15v370	Passenger	15v320	Driver
Honda	CIVIC	2005	JHMES95665S009877	15v370	Passenger	15v320	Driver
Honda	CIVIC	2005	1HGEM21955L054372	15v370	Passenger	15v320	Driver
Honda	CIVIC	2005	JHMES966X5S004342	15v370	Passenger	15v320	Driver
Honda	CIVIC	2006	JHMFA36276S029671	16v346	Passenger		
Honda	CIVIC	2006	1HGFA16546L085143	16v346	Passenger		
Honda	CIVIC	2006	JHMFA36276S012949	16v346	Passenger		
Honda	CIVIC	2006	JHMFA36296S011124	16v346	Passenger		
Honda	CIVIC	2006	2HGFG21586H711933	16v346	Passenger		
Honda	CIVIC	2006	JHMFA36286S027959	16v346	Passenger		
Honda	CIVIC	2006	JHMFA36276S006410	16v346	Passenger		
Honda	CIVIC	2006	2HGFG12616H533297	16v346	Passenger		
Honda	CIVIC	2006	JHMFA36276S021120	16v346	Passenger		
Honda	CIVIC	2006	JHMFA36216S010775	16v346	Passenger		
Honda	CIVIC	2006	JHMFA36226S028136	16v346	Passenger		
Honda	CIVIC	2006	2HGFG12816H532880	16v346	Passenger		
Honda	CIVIC	2007	2HGFA55577H712201	16v346	Passenger		
Honda	CIVIC	2007	JHMFA36227S016070	16v346	Passenger		
Honda	CIVIC	2007	JHMFA36217S015766	16v346	Passenger		
Honda	CIVIC	2007	1HGFA16857L066841	16v346	Passenger		
Honda	CIVIC	2007	JHMFA36277S026447	16v346	Passenger		
Honda	CIVIC	2007	JHMFA36217S000930	16v346	Passenger		
Honda	CIVIC	2007	JHMFA362X7S003714	16v346	Passenger		
Honda	CIVIC	2007	JHMFA36277S024004	16v346	Passenger		
Honda	CIVIC	2007	JHMFA36287S008040	16v346	Passenger		
Honda	CIVIC	2007	JHMFA36217S013175	16v346	Passenger		
Honda	CIVIC	2007	2HGFG12617H573364	16v346	Passenger		
Honda	CIVIC	2007	2HGFG12607H554272	16v346	Passenger		
Honda	CIVIC	2008	JHMFA36268S017787	16v346	Passenger		
Honda	CIVIC	2008	JHMFA362X8S028193	16v346	Passenger		
Honda	CIVIC	2008	1HGFA16948L022405	16v346	Passenger		
Honda	CIVIC	2008	JHMFA36228S001747	16v346	Passenger		
Honda	CIVIC	2008	JHMFA36268S013657	16v346	Passenger		
Honda	CIVIC	2008	2HGFA16598H304064	16v346	Passenger		
Honda	CIVIC	2008	JHMFA36278S020326	16v346	Passenger		

**CUNNINGHAM AIRBAGS IN STOCK****Exhibit B**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Honda	CIVIC	2008	2HGFG12878H514869	16v346	Passenger		
Honda	CIVIC	2008	2HGFA16588H332678	16v346	Passenger		
Honda	CIVIC	2008	JHMFA36218S022976	16v346	Passenger		
Honda	CIVIC	2008	JHMFA36218S001321	16v346	Passenger		
Honda	CIVIC	2008	JHMFA36288S001459	16v346	Passenger		
Honda	CIVIC	2008	JHMFA36298S014124	16v346	Passenger		
Honda	CIVIC	2008	JHMFA36288S027866	16v346	Passenger		
Honda	CIVIC	2008	1HGFA16558L103930	16v346	Passenger		
Honda	CIVIC	2008	JHMFA36298S027813	16v346	Passenger		
Honda	CIVIC	2009	1HGFA16589L001247	17v030	Passenger		
Honda	CIVIC	2009	2HGFA55579H706790	17v030	Passenger		
Honda	CIVIC	2009	2HGFG21599H701304	17v030	Passenger		
Honda	CIVIC	2009	JHMFA36269S010517	17v030	Passenger		
Honda	CIVIC	2009	2HGFA16589H311623	17v030	Passenger		
Honda	CIVIC	2011	2HGFA1F38BH502737	16v346	Passenger		
Honda	CROSSTOUR	2011	5J6TF1H34BL001020	16v346	Passenger		
Honda	CR-V	2002	JHLRD78402C081288	15v370	Passenger	15v320	Driver
Honda	CR-V	2003	SHSRD78853U101760	15v370	Passenger	15v320	Driver
Honda	CR-V	2003	SHSRD78893U124927	15v370	Passenger	15v320	Driver
Honda	CR-V	2004	SHSRD68484U201053	15v370	Passenger	15v320	Driver
Honda	CR-V	2005	SHSRD78815U341083	16v344	Passenger	15v320	Driver
Honda	CR-V	2006	SHSRD78996U401864	16v344	Passenger	15v320	Driver
Honda	CR-V	2006	SHSRD78966U430397	16v344	Passenger	15v320	Driver
Honda	CR-V	2006	SHSRD68546U408485	16v344	Passenger	15v320	Driver
Honda	CR-V	2006	JHLRD788X6C039185	16v344	Passenger	15v320	Driver
Honda	CR-V	2008	5J6RE48718L012566	16v346	Passenger	16v061	Driver
Honda	CR-V	2008	5J6RE48338L038440	16v346	Passenger	16v061	Driver
Honda	CR-V	2008	5J6RE48758L020430	16v346	Passenger	16v061	Driver
Honda	CR-V	2011	5J6RE4H40BL008277	16v061	Driver		
Honda	CR-V	2011	JHLRE4H74BC032956	16v061	Driver		
Honda	CR-V	2011	5J6RE4H49BL052956	16v061	Driver		
Honda	CR-V	2011	5J6RE4H42BL074507	16v061	Driver		

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<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Honda	CR-Z	2011	JHMZF1D61BS013758	16v061	Driver		
Honda	CR-Z	2012	JHMZF1D69CS004114	16v061	Driver		
Honda	CR-Z	2013	JHMZF1D66DS001432	16v061	Driver		
Honda	ELEMENT	2003	5J6YH28533L040562	16v344	Passenger	15v320	Driver
Honda	ELEMENT	2003	5J6YH28533L026323	16v344	Passenger		
Honda	ELEMENT	2003	5J6YH28533L004922	15v370	Passenger	15v320	Driver
Honda	ELEMENT	2005	5J6YH28695L028217	16v344	Passenger		
Honda	ELEMENT	2005	5J6YH28675L015871	16v344	Passenger	15v320	Driver
Honda	ELEMENT	2009	5J6YH28319L000908	17v029	Passenger	15v320	Driver
Honda	FIT	2010	JHMGE8H26AC016819	16v061	Driver		
Honda	FIT	2010	JHMGE8H4XAS021349	16v061	Driver		
Honda	INSIGHT	2010	JHMZE2H74AS020052	16v061	Driver		
Honda	INSIGHT	2010	JHMZE2H74AS001016	16v061	Driver		
Honda	INSIGHT	2010	JHMZE2H72AS018218	16v346	Passenger	16v061	Driver
Honda	INSIGHT	2013	JHMZE2H3XDS000342	16v061	Driver		
Honda	ODYSSEY	2002	2HKRL18922H581353	16v344	Passenger	15v320	Driver
Honda	ODYSSEY	2002	2HKRL18612H536913	15v370	Passenger	15v320	Driver
Honda	ODYSSEY	2002	2HKRL18672H580396	16v344	Passenger	15v320	Driver
Honda	ODYSSEY	2003	5FNRL18053B140012	16v344	Passenger	15v320	Driver
Honda	ODYSSEY	2003	2HKRL18943H500533	15v370	Passenger	15v320	Driver
Honda	ODYSSEY	2003	5FNRL18623B129828	16v344	Passenger	15v320	Driver
Honda	ODYSSEY	2003	5FNRL18693B071443	16v344	Passenger	15v320	Driver
Honda	ODYSSEY	2004	5FNRL18624B071589	16v344	Passenger	15v320	Driver
Honda	ODYSSEY	2004	5FNRL18804B088912	16v344	Passenger	15v320	Driver
Honda	ODYSSEY	2004	5FNRL18834B121854	16v344	Passenger	15v320	Driver
Honda	ODYSSEY	2004	5FNRL18014B038076	16v344	Passenger	15v320	Driver
Honda	PILOT	2003	2HKYF186X3H550376	15v370	Passenger	15v320	Driver
Honda	PILOT	2003	2HKYF18553H522248	15v370	Passenger	15v320	Driver
Honda	PILOT	2004	5FNYP18594B007205	16v344	Passenger	15v320	Driver
Honda	PILOT	2004	2HKYF18514H554986	16v344	Passenger	15v320	Driver
Honda	PILOT	2004	2HKYF18564H527735	16v344	Passenger	15v320	Driver
Honda	PILOT	2006	5FNYP28526B006342	16v344	Passenger	15v320	Driver

**CUNNINGHAM AIRBAGS IN STOCK****Exhibit B**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Honda	PILOT	2006	5FNYF18726B011200	16v344	Passenger	15v320	Driver
Honda	PILOT	2007	5FNYF18437B005266	16v344	Passenger	15v320	Driver
Honda	PILOT	2007	5FNYF18577B019115	16v344	Passenger	15v320	Driver
Honda	PILOT	2007	5FNYF18657B001107	16v344	Passenger	15v320	Driver
Honda	PILOT	2008	5FNYF18738B027652	16v344	Passenger	15v320	Driver
Honda	RIDGELINE	2008	2HJYK16588H525400	16v344	Passenger	16v061	Driver
Honda	RIDGELINE	2008	2HJYK16558H514435	17v029	Passenger	16v061	Driver
Honda	RIDGELINE	2008	2HJYK16588H539264	16v344	Passenger	16v061	Driver
Honda	RIDGELINE	2008	2HJYK16338H523696	16v344	Passenger	16v061	Driver
Mazda	MAZDA 6	2003	1YVFP80C435M41811	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2004	1YVFP80C245N19391	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2004	1YVFP84C745N57483	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2004	1YVFP80C145N41527	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2004	1YVFP80C045N19356	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2005	1YVHP84C155M22414	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2005	1YVHP80C755M76158	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2005	1YVHP84DX55M14529	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2005	1YVHP82D055M20097	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2005	1YVFP80C555M76778	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2006	1YVFP80CX65M25441	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2006	1YVHP80CX65M47383	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2006	1YVFP80C065M11340	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2007	1YVHP80C375M23332	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2007	1YVHP80C175M15018	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2007	1YVHP80C375M64205	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2007	1YVHP80C875M40854	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2008	1YVHP80C385M32209	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2008	1YVHP80C185M43645	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2009	1YVHP81BX95M09548	17v012	Passenger		
Mazda	MAZDA 6	2010	1YVHZ8CH8A5M40216	16v356	Passenger		
Mazda	MAZDA 6	2011	1YVHZ8CH1B5M26496	16v356	Passenger		
Mazda	MAZDA B-2300	2004	4F4YR12D94TM10757	16v048	Driver		



## CUNNINGHAM AIRBAGS IN STOCK

## Exhibit B

Make	Model	Year	VIN	Recall	Side	Recall	Side
Mazda	MAZDA CX-7	2007	JM3ER293570118583	16v356	Passenger		
Mazda	MAZDA CX-7	2007	JM3ER293X70116215	16v356	Passenger		
Mazda	MAZDA CX-7	2007	JM3ER293270129024	16v356	Passenger		
Mazda	MAZDA CX-7	2008	JM3ER293X80184676	16v356	Passenger		
Mazda	MAZDA CX-9	2007	JM3TB28Y070119598	16v356	Passenger		
Mazda	MAZDA CX-9	2007	JM3TB38Y070116741	16v356	Passenger		
Mazda	MAZDA CX-9	2008	JM3TB38V680135849	16v356	Passenger		
Mazda	MAZDA CX-9	2008	JM3TB38A380149043	16v356	Passenger		
Mazda	MAZDA CX-9	2010	JM3TB3MV1A0231125	16v356	Passenger		
Mazda	MAZDA MPV	2005	JM3LW28A650535286	16v354	Passenger		
Mazda	MAZDA MPV	2005	JM3LW28A250537584	17v011	Passenger		
Mazda	MAZDA MPV	2006	JM3LW28J560566272	16v354	Passenger		
Mazda	MAZDA RX8	2004	JM1FE17N340119363	15v382	Driver	16v354	Passenger
Mazda	MAZDA RX8	2006	JM1FE173960202605	15v382	Driver	16v354	Passenger
Mazda	MAZDA RX8	2007	JM1FE173470208684	15v382	Driver	16v354	Passenger
MERCEDES	MERCEDES C-CLASS	2008	WDDGF54XX8F047732	16v081	Passenger	16v363	Passenger
MERCEDES	MERCEDES C-CLASS	2005	WDBRF40J05F725512	16V081	Driver		
MERCEDES	MERCEDES C-CLASS	2007	WDBRF52H17A955723	16V081	Driver		
MERCEDES	MERCEDES C-CLASS	2007	WDBRF52H57F929581	16V081	Driver		
MERCEDES	MERCEDES C-CLASS	2010	WDDGF8BBXAF402638	16V081	Driver		
MERCEDES	MERCEDES GL-CLASS	2010	4JGBF7BE3AA540958	16V081	Driver		
MERCEDES	MERCEDES GLK-CLASS	2010	WDCGG8HBXAF309353	16v081	Passenger	16v363	Passenger
Mitsubishi	LANCER	2004	JA3AJ26EX4U011455	15v321	Passenger		
Mitsubishi	LANCER	2005	JA3AJ26E55U007704	15v321	Passenger		
Mitsubishi	RAIDER	2006	1Z7HT38K36S540669	15v313	Driver	16v352	Passenger
Mitsubishi	RAIDER	2006	1Z7HT28K06S576541	15v313	Driver	16v352	Passenger
Nissan	INFINITI I30	2001	JNKCA31A31T006361	15v287	Passenger		
Nissan	INFINITI I35	2004	JNKDA31A54T210250	16v349	Passenger		
Nissan	INFINITI M35	2006	JNKAY01E16M107601	16v349	Passenger		
Nissan	INFINITI M35	2007	JNKAY01F77M454523	16v349	Passenger		
Nissan	INFINITI M35	2007	JNKAY01F57M451121	16v349	Passenger		
Nissan	INFINITI M35	2007	JNKAY01FX7M461692	16v349	Passenger		
Nissan	INFINITI M35	2007	JNKAY01E87M301172	16v349	Passenger		

**CUNNINGHAM AIRBAGS IN STOCK****Exhibit B**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Nissan	INFINITI M35	2008	JNKAY01F18M650751	16v349	Passenger		
Nissan	INFINITI M35	2008	JNKAY01F58M654270	16v349	Passenger		
Nissan	MAXIMA	2002	JN1DA31A62T001701	15v287	Passenger		
Nissan	PATHFINDER	2002	JN8DR09Y52W718826	15v287	Passenger		
Nissan	PATHFINDER	2003	JN8DR09Y33W829280	15v287	Passenger		
Nissan	SENTRA	2002	3N1CB51D52L665300	15v287	Passenger		
Nissan	SENTRA	2002	3N1CB51D52L626531	15v287	Passenger		
Nissan	SENTRA	2004	3N1CB51D54L847307	15v287	Passenger		
Nissan	SENTRA	2005	3N1CB51DX5L475254	15v287	Passenger		
Nissan	SENTRA	2005	3N1CB51D85L473390	15v287	Passenger		
Nissan	SENTRA	2006	3N1CB51D26L468266	15v287	Passenger		
Nissan	SENTRA	2006	3N1CB51D56L517122	15v287	Passenger		
Nissan	SENTRA	2006	3N1CB51D36L468308	15v287	Passenger		
Nissan	VERSA	2008	3N1BC13E58L464013	16v349	Passenger		
Nissan	VERSA	2009	3N1CC11E39L474435	17v028	Passenger		
Nissan	VERSA	2009	3N1BC11E49L485911	17v028	Passenger		
Subaru	FORESTER	2009	JF2SH63629H723854	17v026	Passenger		
Subaru	FORESTER	2009	JF2SH61659H716304	16v358	Passenger		
Subaru	FORESTER	2009	JF2SH61609H703606	17v026	Passenger		
Subaru	FORESTER	2009	JF2SH61649H792466	16v358	Passenger		
Subaru	FORESTER	2009	JF2SH63619H718127	17v026	Passenger		
Subaru	FORESTER	2010	JF2SH6AC0AH753108	16v358	Passenger		
Subaru	IMPREZA	2006	JF1GG68626H804385	16v358	Passenger		
Subaru	IMPREZA	2006	JF1GD79666G514637	16v358	Passenger		
Subaru	IMPREZA	2007	JF1GG61687H816326	16v359	Passenger		
Subaru	IMPREZA	2008	JF1GE61638H522677	16v359	Passenger		
Subaru	IMPREZA	2008	JF1GH61668H805243	16v359	Passenger		
Subaru	IMPREZA	2008	JF1GE74668G509803	16v359	Passenger		
Subaru	IMPREZA	2009	JF1GE61699H504590	16v358	Passenger		
Subaru	IMPREZA	2009	JF1GE61619G502144	17v026	Passenger		
Subaru	IMPREZA	2009	JF1GE61639H520283	17v026	Passenger		
Subaru	IMPREZA	2010	JF1GE6B6XAH514242	16v358	Passenger		

**CUNNINGHAM AIRBAGS IN STOCK****Exhibit B**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Subaru	LEGACY	2003	4S3BE635937217319	16v359	Passenger		
Subaru	LEGACY	2003	4S3BH675837625411	16v359	Passenger		
Subaru	LEGACY	2004	4S3BH806547613541	16v359	Passenger		
Subaru	LEGACY	2004	4S3BE625546210067	16v358	Passenger		
Subaru	LEGACY	2004	4S3BH806047604780	16v359	Passenger		
Subaru	LEGACY	2005	4S4BP61C057372190	15v323	Passenger		
Subaru	LEGACY	2005	4S3BP616857327853	15v323	Passenger		
Subaru	LEGACY	2005	4S4BP67C854364153	15v323	Passenger		
Subaru	LEGACY	2005	4S3BP616357307753	15v323	Passenger		
Subaru	LEGACY	2005	4S3BL616157208084	15v323	Passenger		
Subaru	LEGACY	2005	4S4BP62CX57388167	15v323	Passenger		
Subaru	LEGACY	2005	4S3BL676656209146	15v323	Passenger		
Subaru	LEGACY	2005	4S4BP86C554359943	15v323	Passenger		
Subaru	LEGACY	2005	4S4BP61CX57338113	15v323	Passenger		
Subaru	LEGACY	2006	4S4BP61C767337423	15v323	Passenger		
Subaru	LEGACY	2006	4S4BP61C067337974	15v323	Passenger		
Subaru	LEGACY	2007	4S4BP61C277304654	15v323	Passenger		
Subaru	LEGACY	2008	4S3BL626087218933	15v323	Passenger		
Subaru	LEGACY	2008	4S4BP61C487305709	15v323	Passenger		
Subaru	LEGACY	2008	4S4BP60CX86313756	15v323	Passenger		
Subaru	LEGACY	2008	4S4BP60C587348392	15v323	Passenger		
Toyota	COROLLA	2003	2T1BR32E93C134699	15v285	Passenger		
Toyota	COROLLA	2004	1NXBR32E34Z266177	15v286	Passenger		
Toyota	COROLLA	2005	2T1BR32E15C417679	15v285	Passenger		
Toyota	COROLLA	2005	2T1BR32E35C498250	15v285	Passenger		
Toyota	COROLLA	2005	2T1BR32E75C372442	15v285	Passenger		
Toyota	COROLLA	2005	1NXBR32EX5Z464451	15v286	Passenger		
Toyota	COROLLA	2006	2T1BR32E66C654007	15v285	Passenger		
Toyota	COROLLA	2008	2T1BR32E88C884120	16v127	Passenger		
Toyota	COROLLA	2009	JTDBL40E19J018078	16v340	Passenger		
Toyota	COROLLA	2009	JTDBL40E999075310	16v340	Passenger		
Toyota	COROLLA	2009	1NXBU40EX9Z161800	17v006	Passenger		

**CUNNINGHAM AIRBAGS IN STOCK****Exhibit B**

Make	Model	Year	VIN	Recall	Side	Recall	Side
Toyota	COROLLA	2009	JTDBL40E69J048435	16v340	Passenger		
Toyota	COROLLA	2010	2T1BU4EE7AC336194	16v340	Passenger		
Toyota	LEXUS ES350	2007	JTHBJ46G072107094	16v340	Passenger		
Toyota	LEXUS IS250	2007	JTHBK262372057233	16v340	Passenger		
Toyota	LEXUS IS250	2008	JTHBK262685085916	16v340	Passenger		
Toyota	LEXUS IS250	2008	THBK262782068205	16v340	Passenger		
Toyota	LEXUS SC430	2002	JTHFN48Y920013473	15v285	Passenger		
Toyota	LEXUS SC430	2002	JTHFN48Y120005514	15v285	Passenger		
Toyota	LEXUS SC430	2006	JTHFN48Y769002960	15v285	Passenger		
Toyota	MATRIX	2003	2T1KR32E43C148025	15v285	Passenger		
Toyota	MATRIX	2003	2T1KR32E13C094506	15v285	Passenger		
Toyota	MATRIX	2004	2T1KR38E54C168535	15v285	Passenger		
Toyota	MATRIX	2004	2T1KY32EX4C317596	15v285	Passenger		
Toyota	MATRIX	2005	2T1LR30E35C494755	15v285	Passenger		
Toyota	MATRIX	2005	2T1LR30E45C501714	15v285	Passenger		
Toyota	MATRIX	2006	2T1KR32E76C601915	15v285	Passenger		
Toyota	RAV4	2005	JTEHD20V050038104	15v284	Driver		
Toyota	SEQUOIA	2003	5TDBT48A03S199072	15v285	Passenger		
Toyota	SEQUOIA	2003	5TDZT34A53S185571	15v286	Passenger		
Toyota	TUNDRA	2003	5TBRT34123S334513	15v285	Passenger		
Toyota	TUNDRA	2004	5TBET341X4S441728	15v286	Passenger		
Toyota	TUNDRA	2006	5TBRU34156S467087	15v286	Passenger		
Toyota	TUNDRA	2006	5TBRU34166S470239	15v285	Passenger		
Toyota	YARIS	2007	JTDBT923171059526	16v340	Passenger		
VOLKSWAGEN	CC	2011	WVWMN7ANXBE720675	16V078	Driver		
VOLKSWAGEN	CC	2012	WVWMP7AN4CE510634	16V078	Driver		
VOLKSWAGEN	GOLF	2011	WVWBM7AJ6BW212432	16V078	Driver		
VOLKSWAGEN	GOLF	2013	WVWMM7AJ6DW097018	16V078	Driver		
VOLKSWAGEN	GOLF	2014	WVWDB7AJ6EW002951	16V078	Driver		
VOLKSWAGEN	PASSAT	2006	WVWAK73C96P178468	16v079	Driver		
VOLKSWAGEN	PASSAT	2007	WVWAK73CX7P032758	16v079	Driver		
VOLKSWAGEN	PASSAT	2007	WVWAK73C67P057589	16v079	Driver		
VOLKSWAGEN	PASSAT	2007	WVWLK73C17E075843	16v079	Driver		

**CUNNINGHAM AIRBAGS IN STOCK**

**Exhibit B**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
VOLKSWAGEN	PASSAT	2007	WVWEK73C97P030467	16v079	Driver		
VOLKSWAGEN	PASSAT	2012	1VWBH7A33CC039717	16V078	Driver		
VOLKSWAGEN	PASSAT	2012	1VWBP7A31CC039704	16V078	Driver		
VOLKSWAGEN	PASSAT	2012	1VWBP7A30CC025356	16V078	Driver		
VOLKSWAGEN	PASSAT	2013	1VWCM7A31DC081627	16V078	Driver		
VOLKSWAGEN	PASSAT	2014	1VWAT7A35EC053650	16V078	Driver		

**KNOX AIRBAGS IN STOCK****Exhibit C**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
AUDI	AUDI A4	2007	WAUAF78E17A042643	16v382	Passenger		
AUDI	AUDI A4	2007	WAUDF48H47K036352	16v382	Passenger	16v079	Driver
BMW	BMW 325i	2001	WBABS33461JY57922	14v428	Passenger	17v047	Driver
BMW	BMW 325i	2001	WBAAV33431FU88099	14v428	Passenger	17v047	Driver
BMW	BMW 325i	2001	WBABS33491JY55193	14v428	Passenger	17v047	Driver
BMW	BMW 325i	2003	WBAEV33413KL80527	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2003	WBAEU33433PF60357	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2004	WBAET37464NJ95597	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2006	WBABD33456PL09361	14v428	Passenger	15v318	Driver
BMW	BMW 328i	2000	WBAAM5349YFR19795	14v428	Passenger		
BMW	BMW 330i	2005	WBABD53455PL16692	14v428	Passenger	15v318	Driver
BMW	BMW 335i	2007	WBAWL73577PX48633	16v071	Driver		
BMW	BMW 335i	2008	WBAVB73528VH24724	16v071	Driver		
BMW	BMW X3	2008	WBXPC93438WJ11291	16v071	Driver		
FIAT CHRYSLER	300	2005	2C3AA63H45H503463	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2005	2C3JA63H35H110263	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3KA53G46H474778	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3LA43R06H460893	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3LA43R26H308081	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3LA63H66H408221	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2010	2C3CA5CV0AH325456	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2012	2C3CCAAG0CH311891	16v352	Passenger		
FIAT CHRYSLER	CHARGER	2006	2B3KA43G26H430253	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2006	2B3KA43G46H421828	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2006	2B3KA53H66H456546	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2007	2B3KA43G27H832291	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2007	2B3KA43G37H801812	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2007	2B3KK53H97H657680	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2007	2B3LA73W77H697208	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2010	2B3AA4CV4AH304530	15v313	Driver		
FIAT CHRYSLER	CHARGER	2011	2B3CL3CG5BH563415	16v352	Passenger		
FIAT CHRYSLER	CHARGER	2011	2B3CL3CG8BH555860	16v352	Passenger		

**KNOX AIRBAGS IN STOCK****Exhibit C**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
FIAT CHRYSLER	CHARGER	2011	2B3CL5CT0BH609032	16v352	Passenger		
FIAT CHRYSLER	CHARGER	2012	2C3CDXCT4CH153940	16v352	Passenger		
FIAT CHRYSLER	DAKOTA	2005	1D7HE22K15S294038	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2005	1D7HE22K85S329092	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2005	1D7HE28N05S223849	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2005	1D7HW22N75S332718	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2006	1D7HE28K56S698582	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2006	1D7HE28N96S523584	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2006	1D7HE42N36S616573	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2006	1D7HE48K36S528457	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2006	1D7HE48K66S533068	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2006	1D7HE48N16S605269	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2007	1D7HE42K77S113068	16v352	Passenger		
FIAT CHRYSLER	DAKOTA	2007	1D7HE58PX7S218714	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2004	1D4HB48D54F102282	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2004	1D4HB48D64F184281	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2004	1D4HB58NX4F105371	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2004	1D4HD58DX4F224992	16v352	Passenger		
FIAT CHRYSLER	DURANGO	2005	1D4HB58N75F531553	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2005	1D4HD38K25F540214	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2005	1D4HD48N95F563683	16v352	Passenger		
FIAT CHRYSLER	DURANGO	2005	1D8HD48D55F618118	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2006	1D4HB48N76F151334	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2006	1D4HD38K56F115510	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2006	1D4HD48K86F148278	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2007	2D4FV47V37H893827	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2003	1D7HA16DX3J644206	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2003	1D7HA16K53J619843	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2003	1D7HA18N13J577646	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2003	1D7HU16N93J612301	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2004	1D7HA16K84J285728	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18D04J207670	15v313	Driver	16v352	Passenger

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FIAT CHRYSLER	RAM 1500	2004	1D7HA18N14S585225	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18N24S610262	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18N94S681135	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HU18N34S560379	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2005	1D7HA18D35S281922	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2005	1D7HA18DX5J527029	16v352	Passenger		
FIAT CHRYSLER	RAM 1500	2005	1D7HU18D45J614836	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2006	1D7HA16K56J185797	16v352	Passenger		
FIAT CHRYSLER	RAM 1500	2006	1D7HA18206S616117	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2006	1D7HU16N56J115105	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2006	1D7HU18256J126625	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HA18287S142063	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HA18P07S207001	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HA18P97S234973	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HU18227S222854	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2008	1D7HA16K48J184353	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2008	1D7HA18K28J181738	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2008	1D7HU18N18S608967	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 2500	2003	3D7KA26D23G731210	15v312	Passenger		
FIAT CHRYSLER	RAM 2500	2003	3D7KU28643G787297	15v312	Passenger		
FIAT CHRYSLER	RAM 2500	2005	3D7KS28C65G792368	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 2500	2007	1D7KS28C67J545837	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 2500	2008	3D7KS28A38G107939	15v313	Driver	16v352	Passenger
GMC	AVALANCHE 1500	2007	3GNEC12J57G132094	16v381	Passenger		
GMC	AVALANCHE 1500	2007	3GNEC12J87G151366	16v381	Passenger		
GMC	AVALANCHE 1500	2007	3GNFK12397G250819	16v381	Passenger		
GMC	ESCALADE	2007	1GYFK63807R150666	16v383	Passenger		
GMC	SIERRA 1500	2007	1GTEC19J67Z553031	16v383	Passenger		
GMC	SIERRA 1500	2007	2GTEC13J471562716	16v381	Passenger		
GMC	SIERRA 1500	2007	2GTEK13Y671664213	16v383	Passenger		
GMC	SIERRA 1500	2009	3GTEK33M69G192212	16v381	Passenger		
GMC	SILVERADO 1500	2007	1GCEC14C87Z538698	16v383	Passenger		



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GMC	SILVERADO 1500	2007	1GCEK19067Z515079	16v381	Passenger		
GMC	SILVERADO 1500	2007	2GCEC13J671581428	16v383	Passenger		
GMC	SILVERADO 1500	2007	2GCEK19C871536907	16v381	Passenger		
GMC	SILVERADO 1500	2008	1GCEC19X48Z241232	16v381	Passenger		
GMC	SILVERADO 1500	2008	2GCEC13C281108371	16v381	Passenger		
GMC	SILVERADO 1500	2009	1GCEC14X59Z131847	16v381	Passenger		
GMC	SILVERADO 1500	2009	1GCEK29J19Z175325	16v381	Passenger		
GMC	SILVERADO 1500	2009	2GCEC29J591111956	16v381	Passenger		
GMC	SILVERADO 2500	2007	1GCHK24K67E517823	15v324	Passenger		
GMC	SUBURBAN 2500	2008	3GNGK26K68G173811	16v383	Passenger		
GMC	TAHOE	2007	1GNFC13067R145236	16v381	Passenger		
GMC	TAHOE	2007	1GNFC13J37R136910	16v381	Passenger		
GMC	TAHOE	2007	1GNFC13J67R129398	16v381	Passenger		
GMC	TAHOE	2009	1GNFC13579R100398	16v381	Passenger		
GMC	TAHOE	2009	1GNFC135X9R209714	16v381	Passenger		
GMC	VIBE	2009	5Y2SR67029Z471731	17v006	Passenger		
GMC	YUKON	2008	1GKFK13038R262497	16v381	Passenger		
GMC	YUKON XL 1500	2007	1GKFC16097R261426	16v383	Passenger		
GMC	YUKON XL 1500	2007	1GKFC16J17R248761	16v381	Passenger		
GMC	YUKON XL 1500	2007	1GKFK16327J284459	16v381	Passenger		
GMC	YUKON XL 1500	2007	1GKFK66807J316883	16v381	Passenger		
Honda	ACCORD	2002	1HGCG56662A110566	15v320	Driver		
Honda	ACCORD	2002	1HGCG320X2A008712	15v320	Driver		
Honda	ACCORD	2003	1HGCM563X3A057631	15v370	Passenger	15v320	Driver
Honda	ACCORD	2003	1HGCM71623A000336	17v220	Passenger		
Honda	ACCORD	2003	1HGCM56323A066176	15v370	Passenger	15v320	Driver
Honda	ACCORD	2004	1HGCM56884A074585	15v370	Passenger	15v320	Driver
Honda	ACCORD	2004	1HGCM566X4A033602	15v370	Passenger	15v320	Driver
Honda	ACCORD	2005	1HGCM55805A140761	15v370	Passenger	15v320	Driver
Honda	ACCORD	2005	3HGCM56495G711533	15v370	Passenger		
Honda	ACCORD	2006	1HGCM56366A150439	15v370	Passenger	15v320	Driver
Honda	ACCORD	2007	1HGCM56487A051647	15v370	Passenger	15v320	Driver

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Honda	ACCORD	2007	JHMCM56407C018188	15v370	Passenger	15v320	Driver
Honda	ACCORD	2007	1HGCM56737A107813	15v370	Passenger	15v320	Driver
Honda	ACCORD	2008	JHMCP26478C003534	16v346	Passenger		
Honda	ACCORD	2008	JHMCP26828C059383	16v346	Passenger		
Honda	ACCORD	2008	JHMCP26708C009251	16v346	Passenger		
Honda	ACCORD	2008	1HGCP26498A004196	16v346	Passenger		
Honda	ACCORD	2009	1HGCP268X9A051418	16v346	Passenger		
Honda	ACCORD	2009	1HGCP26389A043953	16v346	Passenger		
Honda	ACCORD	2010	1HGCP2F31AA147463	16v346	Passenger		
Honda	ACCORD	2011	1HGCP2F36BA016112	16v346	Passenger		
Honda	ACCORD	2011	1HGCP2F41BA018777	16v346	Passenger		
Honda	ACURA MDX	2005	2HNYD18985H512473	16v344	Passenger		
Honda	ACURA MDX	2006	2HNYD18866H520340	16v344	Passenger		
Honda	ACURA RDX	2007	5J8TB18587A001013	16v061	Driver		
Honda	ACURA TL	2012	19UUA8F2XCA010332	16v061	Driver		
Honda	ACURA TSX	2009	JH4CU26619C008661	16v346	Passenger		
Honda	CIVIC	2001	2HGES26731H544751	15v370	Passenger	15v320	Driver
Honda	CIVIC	2001	1HGEM22551L045659	15v370	Passenger	15v320	Driver
Honda	CIVIC	2001	1HGES16591L024050	15v320	Driver		
Honda	CIVIC	2002	1HGEM22932L089244	15v370	Passenger	15v320	Driver
Honda	CIVIC	2005	2HGES16565H602317	15v370	Passenger	15v320	Driver
Honda	CIVIC	2005	1HGEM22985L060889	15v370	Passenger	15v320	Driver
Honda	CIVIC	2005	2HGES267X5H506262	15v370	Passenger	15v320	Driver
Honda	CIVIC	2006	2HGFG12626H511213	16v346	Passenger		
Honda	CIVIC	2006	JHMFA36246S004775	16v346	Passenger		
Honda	CIVIC	2006	1HGFA16576L054100	16v346	Passenger		
Honda	CIVIC	2006	1HGFA16836L096791	16v346	Passenger		
Honda	CIVIC	2007	2HGFG21587H705504	16v346	Passenger		
Honda	CIVIC	2007	2HGFG11827H502080	16v346	Passenger		
Honda	CIVIC	2007	2HGFG11697H581987	16v346	Passenger		
Honda	CIVIC	2007	1HGFA16857L137004	16v346	Passenger		
Honda	CIVIC	2008	2HGFA16978H523706	16v346	Passenger		

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Honda	CIVIC	2008	1HGFA16868L073136	16v346	Passenger		
Honda	CIVIC	2008	2HGFG12678H543237	16v346	Passenger		
Honda	CIVIC	2010	2HGFA1F52AH530484	16v346	Passenger		
Honda	CIVIC	2010	JHMFA3F29AS005512	16v346	Passenger		
Honda	CR-V	2002	SHSRD78862U006669	15v370	Passenger	15v320	Driver
Honda	CR-V	2005	SHSRD789X5U303568	16v344	Passenger	15v320	Driver
Honda	CR-V	2005	JHLRD68535C017690	16v344	Passenger		
Honda	CR-V	2006	SHSRD78586U410729	16v344	Passenger		
Honda	CR-V	2006	JHLRD78596C049471	16v344	Passenger	15v320	Driver
Honda	CR-V	2007	JHLRE48797C077902	16v346	Passenger	16v061	Driver
Honda	CR-V	2008	JHLRE48588C025824	16v346	Passenger	16v061	Driver
Honda	CR-V	2008	3CZRE38358G704737	16v346	Passenger	16v061	Driver
Honda	CR-V	2008	5J6RE48748L037350	16v346	Passenger	16v061	Driver
Honda	CR-V	2011	3CZRE3H3XBG703512	16v346	Passenger	16v061	Driver
Honda	ELEMENT	2004	5J6YH28654L027886	16v344	Passenger	15v320	Driver
Honda	ELEMENT	2005	5J6YH18695L011928	16v344	Passenger	15v320	Driver
Honda	ELEMENT	2005	5J6YH186X5L016541	16v344	Passenger	15v320	Driver
Honda	ELEMENT	2006	5J6YH27736L026796	16v344	Passenger	15v320	Driver
Honda	ELEMENT	2007	5J6YH28327L000946	16v344	Passenger	15v320	Driver
Honda	FIT	2009	JHMGE88259S043432	17v030	Passenger	16v061	Driver
Honda	FIT	2010	JHMGE8H48AS019583	16v346	Passenger	16v061	Driver
Honda	FIT	2012	JHMGE8H54CC040355	17v030	Passenger	16v061	Driver
Honda	INSIGHT	2010	JHMZE2H71AS021403	16v346	Passenger	16v061	Driver
Honda	ODYSSEY	2002	5FNRL18542B028554	15v370	Passenger	15v320	Driver
Honda	ODYSSEY	2002	5FNRL18032B011281	15v370	Passenger	15v320	Driver
Honda	ODYSSEY	2004	5FNRL18694B068334	16v344	Passenger	15v320	Driver
Honda	PILOT	2005	5FNYP18525B004762	16v344	Passenger		
Honda	PILOT	2005	2HKYF181X5H564818	16v344	Passenger		
Honda	PILOT	2006	5FNYP285X6B033174	16v344	Passenger		
Honda	PILOT	2006	5FNYP285X6B013331	16v344	Passenger	15v320	Driver
Honda	PILOT	2007	5FNYP28427B013476	16v344	Passenger		
Honda	PILOT	2008	5FNYP28278B021301	16v344	Passenger	15v320	Driver

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Honda	PILOT	2010	5FNYP4H24AB001637	16v346	Passenger		
Honda	RIDGELINE	2006	2HJYK16546H509837	16v344	Passenger	15v320	Driver
Honda	RIDGELINE	2006	2HJYK16576H507161	16v344	Passenger	15v320	Driver
Honda	RIDGELINE	2008	2HJYK16268H519200	16v344	Passenger	16v061	Driver
Honda	RIDGELINE	2008	2HJYK16228H524748	16v344	Passenger	16v061	Driver
Jeep	WRANGLER	2007	1J4GB39197L124194	16v352	Passenger		
Mazda	MAZDA 6	2003	1YVHP80D035M12162	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2003	1YVFP80C535M09689	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2003	1YVFP80C335M40214	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2005	1YVHP80C255M41480	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2005	1YVHP80D355M08657	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2006	1YVHP80D165M44428	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2006	1YVHP80D365M11916	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2007	1YVHP84D875M08148	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2009	1YVHP81A895M47142	16v356	Passenger		
Mazda	MAZDA 6	2010	1YVHZ8CH3A5M26885	16v356	Passenger		
Mazda	MAZDA 6	2012	1YVHZ8BH7C5M07924	17v012	Passenger		
Mazda	MAZDA B-2300	2005	4F4YR12D65PM02495	16v048	Driver		
Mazda	MAZDA CX-7	2007	JM3ER293170124770	16v356	Passenger		
Mazda	MAZDA CX-7	2007	JM3ER293870123647	16v356	Passenger		
Mazda	MAZDA CX-7	2007	JM3ER293370121000	16v356	Passenger		
Mazda	MAZDA CX-7	2008	JM3ER293880198236	16v356	Passenger		
Mazda	MAZDA CX-7	2008	JM3ER293180204622	16v356	Passenger		
Mazda	MAZDA CX-7	2009	JM3ER293290235024	16v356	Passenger		
Mazda	MAZDA CX-7	2010	JM3ER2W35A0348376	16v356	Passenger		
Mazda	MAZDA CX-7	2011	JM3ER2B59B0401170	16v356	Passenger		
Mazda	MAZDA MPV	2005	JM3LW28A150551721	16v354	Passenger		
Mazda	MAZDA RX8	2004	JM1FE17N440127102	15v382	Driver	16v354	Passenger
Mazda	MAZDA RX8	2004	JM1FE17N440123485	15v382	Driver	16v354	Passenger
Mazda	MAZDA RX8	2006	JM1FE173560204836	15v382	Driver	16v354	Passenger
Mazda	MAZDA RX8	2008	JM1FE173580215774	15v382	Driver	16v354	Passenger
MERCEDES	MERCEDES C-CLASS	2005	WDBRF40J15F618355	16v081	Driver		

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MERCEDES	MERCEDES C-CLASS	2005	WDBRF40JX5A710142	16v081	Driver		
Mitsubishi	LANCER	2006	JA3AJ26E66U065368	16v334	Passenger		
Nissan	INFINITI FX SERIES	2005	JNRAS08W75X218829	16v349	Passenger		
Nissan	INFINITI FX SERIES	2006	JNRAS08U76X102868	16v349	Passenger		
Nissan	INFINITI FX SERIES	2007	JNRAS08W47X202297	16v349	Passenger		
Nissan	INFINITI I30	2001	JNKCA31A91T024718	15v287	Passenger		
Nissan	INFINITI I35	2003	JNKDA31AX3T109896	15v287	Passenger		
Nissan	INFINITI M35	2006	JNKAY01E06M100767	15v226	Passenger		
Nissan	INFINITI M35	2006	JNKAY01E16M103127	16v349	Passenger		
Nissan	PATHFINDER	2002	JN8DR09Y62W747316	15v287	Passenger		
Nissan	PATHFINDER	2003	JN8DR09X43W714243	15v287	Passenger		
Nissan	SENTRA	2002	3N1AB51D92L706941	15v287	Passenger		
Nissan	SENTRA	2004	3N1CB51D14L895757	15v287	Passenger		
Nissan	SENTRA	2004	3N1CB51D44L878113	15v287	Passenger		
Nissan	SENTRA	2006	3N1AB51D86L607016	15v287	Passenger		
Nissan	VERSA	2007	3N1BC13E77L443243	16v349	Passenger		
Nissan	VERSA	2007	3N1BC13E57L435674	16v349	Passenger		
Nissan	VERSA	2007	3N1BC13EX7L392465	16v349	Passenger		
Nissan	VERSA	2007	3N1BC11E97L443232	16v349	Passenger		
Nissan	VERSA	2007	3N1BC13E07L419169	16v349	Passenger		
Nissan	VERSA	2008	3N1BC13E38L383480	16v349	Passenger		
Nissan	VERSA	2008	3N1BC13E08L364465	16v349	Passenger		
Nissan	VERSA	2008	3N1BC13E98L449272	16v349	Passenger		
Nissan	VERSA	2008	3N1BC13E58L428645	16v349	Passenger		
Subaru	BAJA	2003	4S4BT61C537110075	16v359	Passenger		
Subaru	BAJA	2005	4S4BT63C355105517	16v359	Passenger		
Subaru	FORESTER	2009	JF2SH61639H749270	17v026	Passenger		
Subaru	IMPREZA	2007	JF1GG61607H815073	16v359	Passenger		
Subaru	IMPREZA	2008	JF1GH61678H837456	16v358	Passenger		
Subaru	IMPREZA	2008	JF1GH63678H821321	16v359	Passenger		
Subaru	IMPREZA	2008	JF1GE61688H500125	16v359	Passenger		
Subaru	LEGACY	2003	4S3BH675337660793	16v359	Passenger		

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Subaru	LEGACY	2004	4S3BH806247634847	16v358	Passenger		
Subaru	LEGACY	2005	4S4BP61C157306750	15v323	Passenger		
Subaru	LEGACY	2005	4S3BL616557210114	15v323	Passenger		
Subaru	LEGACY	2005	4S4BP62C657341119	15v323	Passenger		
Subaru	LEGACY	2005	4S4BP61C457361662	15v323	Passenger		
Subaru	LEGACY	2005	4S4BP61C456304304	15v323	Passenger		
Subaru	LEGACY	2005	4S3BL686454205459	15v323	Passenger		
Subaru	LEGACY	2006	4S4BP61C867349550	15v323	Passenger		
Subaru	LEGACY	2008	4S4BP61C587342767	15v323	Passenger		
Subaru	LEGACY	2009	4S3BL616X97229781	16v358	Passenger		
Subaru	LEGACY	2011	4S4BREKC4B2392504	16v358	Passenger		
Toyota	COROLLA	2005	1NXBR32E95Z399723	15v285	Passenger		
Toyota	COROLLA	2009	JTDBL40E899082524	16v340	Passenger		
Toyota	COROLLA	2009	JTDBL40E699031670	17v006	Passenger		
Toyota	COROLLA	2010	2T1BU4EEXAC368699	16v340	Passenger		
Toyota	COROLLA	2010	1NXBU4EE7AZ302500	16v340	Passenger		
Toyota	LEXUS ES350	2007	JTHBJ46GX72112674	16v340	Passenger		
Toyota	LEXUS ES350	2007	JTHBJ46G272051787	16v340	Passenger		
Toyota	LEXUS ES350	2008	JTHBJ46GX82264648	16v340	Passenger		
Toyota	LEXUS IS250	2008	JTHBK262282063039	16v340	Passenger		
Toyota	LEXUS IS250	2009	JTHCK262492031196	17v006	Passenger		
Toyota	LEXUS IS250	2009	JTHBK262X95092921	16v340	Passenger		
Toyota	MATRIX	2011	2T1KU4EE1BC589030	16v340	Passenger		
Toyota	MATRIX	2011	2T1KU4EE6BC559781	16v340	Passenger		
Toyota	MAXIMA	2001	JN1CA31A61T308702	15v287	Passenger		
Toyota	MAXIMA	2001	JN1CA31A41T303630	15v287	Passenger		
Toyota	MAXIMA	2002	JN1DA31D42T434783	15v287	Passenger		
Toyota	MAXIMA	2003	JN1DA31AX3T400869	15v287	Passenger		
Toyota	RAV4	2004	JTEHD20VX46010032	15v284	Driver		
Toyota	SCION XB	2009	JTLKE50EX91068823	17v006	Passenger		
Toyota	SEQUOIA	2004	5TDBT44A14S205498	15v286	Passenger		
Toyota	SEQUOIA	2005	5TDZT34A25S240612	15v286	Passenger		

**KNOX AIRBAGS IN STOCK****Exhibit C**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Toyota	SEQUOIA	2006	5TDZT38A96S271304	15v286	Passenger		
Toyota	SEQUOIA	2006	5TDZT34A66S276563	15v286	Passenger		
Toyota	SIENNA	2011	5TDZK3DC4BS009713	16v340	Passenger		
Toyota	TUNDRA	2004	5TBRT38174S451970	15v286	Passenger		
Toyota	TUNDRA	2005	5TBET34125S463031	15v286	Passenger		
Toyota	TUNDRA	2005	5TBJT32155S457029	15v285	Passenger		
Toyota	YARIS	2007	JTDJT923375079443	16v340	Passenger		
VOLKSWAGEN	CC	2010	WVWML7AN5AE519917	16v078	Driver		
VOLKSWAGEN	CC	2010	WVWMN7AN7AE557269	16v078	Driver		
VOLKSWAGEN	CC	2010	WVWNN7AN4AE537730	16v078	Driver		
VOLKSWAGEN	CC	2011	WVWMN7AN1BE715171	16v078	Driver		
VOLKSWAGEN	CC	2011	WVWMN7AN6BE718759	16v078	Driver		
VOLKSWAGEN	PASSAT	2013	1VWAP7A32DC045735	16v078	Driver		
VOLKSWAGEN	PASSAT	2014	1VWAT7A37EC048479	16v078	Driver		

**MIDWAY AIRBAGS IN STOCK****Exhibit D**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
AUDI	AUDI A4	2006	WAUDF78E96A227874	16v382	Passenger		
BMW	BMW 325i	2001	WBABN33431JW55367	14v428	Passenger	17v047	Drivers
BMW	BMW 325i	2002	WBAET37402NG76607	14v428	Passenger	15v318	Drivers
BMW	BMW 335i	2008	WBAWL73598P178460	16v071	Driver		
FIAT CHRYSLER	300	2005	2C3AA63H05H118997	16v352	Passenger		
FIAT CHRYSLER	300	2006	2C3KA53GX6H320155	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3KA63HX6H435353	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3LA63H36H365005	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3LA63H76H318978	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2007	2C3LA43RX7H849591	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2010	2C3CA1CV6AH266258	15v313	Driver		
FIAT CHRYSLER	CHARGER	2006	2B3KA43G26H186121	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2007	2B3LA53H47H870253	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2008	2B3KA43G38H297151	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2008	2B3KA43GX8H198231	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2008	2B3KA43R68H161145	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2010	2B3CA3CV2AH309311	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2005	1D7HE28K15S338174	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DODGE 1500	2003	1D7HA16N63J611907	15v312	Passenger		
FIAT CHRYSLER	DODGE 1500	2003	1D7HU16N63J543499	15v312	Passenger		
FIAT CHRYSLER	DODGE 1500	2003	1D7HU18Z93S207047	15v312	Passenger		
FIAT CHRYSLER	DODGE 1500	2004	1D7HA18N04S770950	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DODGE 1500	2004	1D7HU18N94S683846	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DODGE 1500	2005	1D7HA16D65J542968	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DODGE 1500	2005	1D7HA16N45J582507	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DODGE 1500	2005	1D7HA18N05S116659	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DODGE 1500	2005	1D7HA18N55S190594	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DODGE 1500	2005	1D7HU18D35S213949	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DODGE 1500	2008	1D7HA16K98J133723	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DODGE 1500	2008	1D7HA18238J241669	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DODGE 3500	2005	3D7MS48CX5G727138	16v352	Passenger		
FIAT CHRYSLER	DURANGO	2004	1D4HB48N74F227275	15v313	Driver	16v352	Passenger



**MIDWAY AIRBAGS IN STOCK****Exhibit D**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
FIAT CHRYSLER	DURANGO	2004	1D4HD58D04F122911	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2005	1D4HD48N65F604383	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2008	1D8HB38N88F126776	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2005	2D4FV48TX5H670288	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4FV47V16H478634	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4FV47V26H391471	15v313	Driver	16v352	Passenger
HONDA	ACCORD	2004	3HGCM56384G705003	15v370	Passenger	15v320	Driver
HONDA	ACCORD	2005	1HGCM55455A193890	15v370	Passenger		
HONDA	ACCORD	2008	1HGCP26728A096312	16v346	Passenger		
HONDA	ACCORD	2008	1HGCP36818A000992	16v346	Passenger		
HONDA	ACCORD	2008	1HGCP36878A014606	16v346	Passenger		
HONDA	ACCORD	2008	1HGCP368X8A059023	16v346	Passenger		
HONDA	ACCORD	2009	1HGCP26309A192258	16v346	Passenger		
HONDA	ACCORD	2009	1HGCP26349A185135	17v030	Passenger		
HONDA	ACCORD	2009	1HGCP26779A153055	17v030	Passenger		
HONDA	ACURA MDX	2005	2HNYD18255H535583	16v344	Passenger	15v320	Driver
HONDA	ACURA MDX	2005	2HNYD18775H512351	16v344	Passenger	15v320	Driver
HONDA	ACURA RDX	2010	5J8TB2H27AA002138	16v061	Driver		
HONDA	CIVIC	2002	1HGES16582L047675	15v320	Driver		
HONDA	CIVIC	2002	2HGES16562H507414	15v320	Driver		
HONDA	CIVIC	2006	1HGFA165X6L085289	16v346	Passenger		
HONDA	CIVIC	2006	1HGFA168X6L055977	16v346	Passenger		
HONDA	CIVIC	2006	2HGFG12856H571830	16v346	Passenger		
HONDA	CIVIC	2007	1HGFA16587L099953	16v346	Passenger		
HONDA	CIVIC	2007	1HGFA16897L064218	16v346	Passenger		
HONDA	CIVIC	2007	2HGFG21517H703187	16v346	Passenger		
HONDA	CIVIC	2007	JHMFA36217S015797	16v346	Passenger		
HONDA	CIVIC	2008	1HGFA15858L059584	16v346	Passenger		
HONDA	CIVIC	2008	1HGFA16518L013996	16v346	Passenger		
HONDA	CIVIC	2008	1HGFA16558L087907	16v346	Passenger		
HONDA	CIVIC	2008	1HGFA165X8L077096	16v346	Passenger		
HONDA	CIVIC	2008	1HGFA16878L074649	16v346	Passenger		

**MIDWAY AIRBAGS IN STOCK****Exhibit D**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
HONDA	CIVIC	2008	2HGFA16908H331740	16v346	Passenger		
HONDA	CIVIC	2008	JHMFA36288S018911	16v346	Passenger		
HONDA	CIVIC	2009	19XFA165X9E020440	17v030	Passenger		
HONDA	CIVIC	2009	1HGFA165X9L022553	16v346	Passenger		
HONDA	CIVIC	2009	2HGFA16829H302054	17v030	Passenger		
HONDA	CIVIC	2009	JHMFA36249S008961	17v030	Passenger		
HONDA	CROSSTOUR	2010	5J6TF1H34AL005728	16v346	Passenger		
HONDA	CR-V	2004	JHLRD78564C035170	15v370	Passenger		
HONDA	CR-V	2005	JHLRD78865C055687	16v344	Passenger	15v320	Driver
HONDA	CR-V	2005	JHLRD78935C039553	16v344	Passenger		
HONDA	CR-V	2006	JHLRD78906C025689	16v344	Passenger	15v320	Driver
HONDA	CR-V	2007	5J6RE48367L018097	16v346	Passenger	16v061	Driver
HONDA	CR-V	2007	JHLRE48577C066198	16v346	Passenger	16v061	Driver
HONDA	CR-V	2008	JHLRE38508C008736	16v346	Passenger	16v061	Driver
HONDA	CR-Z	2011	JHMZF1C49BS000434	16v061	Driver		
HONDA	FIT	2009	JHMGE88469C000956	16v346	Passenger	16v061	Driver
HONDA	INSIGHT	2010	JHMZE2H76AS023521	16v346	Passenger	16v061	Driver
HONDA	ODYSSEY	2002	2HKRL18972H590548	16v344	Passenger		
HONDA	ODYSSEY	2003	5FNRL18093B078338	16v344	Passenger	15v320	Driver
HONDA	PILOT	2005	5FNYP18675B004975	16v344	Passenger		
HONDA	PILOT	2005	5FNYP186X5B033290	16v344	Passenger		
HONDA	PILOT	2006	2HKYF18586H555877	16v344	Passenger		
HONDA	PILOT	2006	2HKYF18736H552645	16v344	Passenger	15v320	Driver
HONDA	PILOT	2007	2HKYF18687H533484	16v344	Passenger	15v320	Driver
MAZDA	MAZDA 6	2004	1YVFP80C845N10422	15v382	Driver	16v354	Passenger
MAZDA	MAZDA 6	2006	1YVFP80C265M44212	15v382	Driver	16v354	Passenger
MAZDA	MAZDA 6	2006	1YVHP80D365M41059	15v382	Driver	16v354	Passenger
MAZDA	MAZDA 6	2008	1YVHP80C685M21267	15v382	Driver	16v354	Passenger
MAZDA	MAZDA 6	2008	1YVHP80C785M37137	15v382	Driver	16v354	Passenger
MAZDA	MAZDA 6	2009	1YVHP82B295M09946	17v012	Passenger		
MAZDA	MAZDA 6	2010	1YVHZ8BH9A5M12913	16v356	Passenger		
MAZDA	MAZDA 6	2010	1YVHZ8CB8A5M41670	16v356	Passenger		

**MIDWAY AIRBAGS IN STOCK****Exhibit D**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
MAZDA	MAZDA 6	2010	1YVHZ8CH3A5M19872	16v356	Passenger		
MAZDA	MAZDA CX-7	2007	JM3ER293470116095	16v356	Passenger		
MAZDA	MAZDA CX-7	2007	JM3ER293770114955	16v356	Passenger		
MAZDA	MAZDA CX-7	2007	JM3ER293X70142457	16v356	Passenger		
MAZDA	MAZDA CX-7	2008	JM3ER293080210461	16v356	Passenger		
MAZDA	MAZDA CX-7	2008	JM3ER293580207202	16v356	Passenger		
MAZDA	MAZDA CX-7	2009	JM3ER293190233037	16v356	Passenger		
MAZDA	MAZDA CX-9	2008	JM3TB28AX80153746	16v356	Passenger		
MAZDA	MAZDA RX8	2004	JM1FE173040117620	15v382	Driver	16v354	Passenger
MAZDA	MAZDA RX8	2007	JM1FE173970211239	15v382	Driver	16v354	Passenger
MERCEDES	MERCEDES C-CLASS	2005	WDBRF40J05F726451	16v081	Driver		
MERCEDES	MERCEDES C-CLASS	2007	WDBRF92H17F903468	16v081	Driver		
NISSAN	INFINITI FX	2004	JNRAS08W84X225660	16V349	Passenger		
NISSAN	INFINITI FX	2005	JNRAS08W05X220924	16V349	Passenger		
NISSAN	SENTRA	2004	3N1CB51A74L561187	15v287	Passenger		
NISSAN	VERSA	2007	3N1BC13E17L377658	16V349	Passenger		
NISSAN	VERSA	2008	3N1BC13E28L386466	16V349	Passenger		
SUBARU	FORESTER	2009	JF2SH646X9H763131	16V358	Passenger		
SUBARU	IMPREZA	2009	JF1GE60659H514499	17v026	Passenger		
SUBARU	IMPREZA	2009	JF1GE61639G511833	16V358	Passenger		
SUBARU	LEGACY	2008	4S3BL616087205052	15v323	Passenger		
SUBARU	LEGACY	2008	4S4BP60C487353065	15v323	Passenger		
SUBARU	LEGACY	2011	4S4BRCGC4B1414763	16V358	Passenger		
TOYOTA	COROLLA	2005	1NXBR32E65Z477312	15v285	Passenger		
TOYOTA	COROLLA	2005	1NXBR32E75Z348060	15v285	Passenger		
TOYOTA	COROLLA	2005	2T1BY30E55C408893	15v285	Passenger		
TOYOTA	COROLLA	2006	1NXBR32E36Z617365	15v285	Passenger		
TOYOTA	COROLLA	2006	1NXBR32E96Z701125	15v285	Passenger		
TOYOTA	COROLLA	2006	1NXBR32EX6Z666028	15v285	Passenger		
TOYOTA	COROLLA	2007	1NXBR30E57Z914352	15v285	Passenger		
TOYOTA	COROLLA	2009	2T1BE40E99C019534	16V340	Passenger		
TOYOTA	COROLLA	2011	2T1BU4EE3BC549905	16V340	Passenger		

**MIDWAY AIRBAGS IN STOCK****Exhibit D**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
TOYOTA	MATRIX	2009	2T1KU40E69C081430	17v006	Passenger		
TOYOTA	MATRIX	2010	2T1KE4EE8AC036869	16V340	Passenger		
TOYOTA	MATRIX	2010	2T1KE4EEXAC042575	16V340	Passenger		
TOYOTA	SCION XB	2009	JTLKE50E191087096	16V340	Passenger		
TOYOTA	YARIS	2008	JTDJT923X85206562	16V340	Passenger		
VOLKSWAGEN	CC	2010	WVWML7AN1AE504718	16v078	Driver		
VOLKSWAGEN	CC	2010	WVWML7AN1AE515086	16v078	Driver		
VOLKSWAGEN	CC	2010	WVWMN7AN1AE565478	16v078	Driver		
VOLKSWAGEN	CC	2013	WVWBP7AN2DE502833	16v078	Driver		

**SNYDERS AIRBAGS IN STOCK****Exhibit E**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
AUDI	AUDI A3	2011	WAUKJAFM3BA093046	16v079	Driver		
AUDI	AUDI A4	2005	WAUDG68E75A501630	16v382	Passenger		
AUDI	AUDI A4	2006	WAUAF78E36A131323	16v382	Passenger		
AUDI	AUDI A4	2007	WAUDF78E67A073304	16v382	Passenger		
AUDI	AUDI A4	2007	WAUDF78E87A104603	16v382	Passenger		
AUDI	AUDI A4	2008	WAUAF78E78A111255	16v382	Passenger		
AUDI	AUDI A4	2008	WAUAF78EX8A029388	16v382	Passenger		
AUDI	AUDI A6	2006	WAUEL74F06N103092	16v382	Passenger		
AUDI	AUDI A6	2008	WAUDH74F88N006285	16v382	Passenger		
BMW	BMW 325i	2001	WBAAV33421FV03174	14v428	Passenger		
BMW	BMW 335i	2007	WBAVB73517VH20632	16v071	Drivers		
FIAT CHRYSLER	300	2005	2C3AA63H55H656790	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2005	2C3AA63H95H524146	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3KA43RX6H272233	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3KA53G56H152215	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3KA63H06H309082	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3KA63H66H353331	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3LA43R16H284551	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2007	2C3KA53GX7H828305	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2008	2C3KA33G38H284400	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	ASPEN	2007	1A8HW58P47F505507	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	ASPEN	2008	1A8HX582X8F156453	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	ASPEN	2008	1A8HX58N28F126969	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2006	2B3KA43GX6H482116	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2006	2B3KA53H16H161449	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2006	2B3LA73W06H495437	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2007	2B3KA43R57H844839	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2007	2B3LA43R27H740412	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2007	2B3LA43RX7H775165	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2008	2B3KA43R48H102210	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2008	2B3KA43R48H205028	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2008	2B3KA43R98H259909	15v313	Driver	16v352	Passenger

**SNYDERS AIRBAGS IN STOCK****Exhibit E**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
FIAT CHRYSLER	CHARGER	2009	2B3KA43D99H531607	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2009	2B3KA43T39H567607	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2009	2B3LA53T29H576115	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2010	2B3CA4CD4AH292735	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2005	1D7HE28K55S237820	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2005	1D7HE28K75S314655	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2005	1D7HE58N15S223098	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2003	1D7HA16N63J647435	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2003	1D7HA18D03J677440	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2003	1D7HA18D13S271211	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2003	1D7HA18D23J631849	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2003	1D7HA18D93S221933	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2003	1D7HU18Z73S148158	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2004	1D7HA16D44J281533	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA16K44J133008	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA16K94J103597	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18D24S581658	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18D34S577926	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18DX4S626779	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18N14J169388	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18N14S512842	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18N54S627914	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18N74S767026	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18N84J115635	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18N94J229093	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HU16N04J234323	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2005	1D7HA18D95S114769	16v352	Passenger		
FIAT CHRYSLER	RAM 1500	2005	1D7HA18N65S344293	16v352	Passenger		
FIAT CHRYSLER	RAM 1500	2005	1D7HA18N75S357635	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2005	1D7HA18N85S251405	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2006	1D7HA18266S557929	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2006	1D7HA18K06J207282	15v313	Driver	16v352	Passenger

**SNYDERS AIRBAGS IN STOCK****Exhibit E**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
FIAT CHRYSLER	RAM 1500	2006	1D7HA18N06S593819	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2006	1D7HA18N86S521539	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2006	1D7HU18206J137192	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2006	1D7HU18276S618941	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HA16K37J641474	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HA18207S254114	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HA18217S259788	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HA18237J570628	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HU18257S104684	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HU18P07J579192	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HU18P67J595817	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HU18P67S140623	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2008	1D7HA16K48J221207	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2008	1D7HA16K88J112250	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2008	1D7HA18268S598600	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2008	1D7HA18278S585368	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2008	1D7HA18298J143908	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 2500	2005	3D7KS28C45G737045	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 2500	2008	3D7KS28A18G114873	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 2500	2008	3D7KS29A58G195519	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 3500	2007	3D6WG46A87G730493	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2004	1D4HB48N54F154262	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2004	1D4HB48N84F223817	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2004	1D4HD48D84F158663	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2005	1D4HB58D95F554873	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2005	1D4HD48N55F532009	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2005	1D4HD48N55F619294	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2006	1D4HD38K66F172489	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2006	1D4HD48K66F128272	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2006	1D4HD58276F182542	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2006	1D8HD58206F126263	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2007	1D8HD48P47F541058	15v313	Driver	16v352	Passenger

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Make	Model	Year	VIN	Recall	Side	Recall	Side
FIAT CHRYSLER	MAGNUM	2005	2D8FV48VX5H570210	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4FV47T26H262192	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2007	2D4FV47V07H744680	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2007	2D8FV47V97H655561	15v313	Driver	16v352	Passenger
GMC	ASTRA (Saturn)	2008	W08AR671985038541	16v063	Driver		
GMC	AVALANCHE 1500	2007	3GNEC12087G135949	16v381	Passenger		
GMC	AVALANCHE 1500	2007	3GNFK12397G166757	16v383	Passenger		
GMC	ESCALADE	2009	1GYFC13219R109509	16v381	Passenger		
GMC	SAAB 9-2X	2005	JF4GG61635G050172	15v323	Passenger		
GMC	SAAB 9-3	2006	YS3FH46U461105737	16v063	Driver		
GMC	SAAB 9-3	2007	YS3FH71U576109907	16v063	Driver		
GMC	SAAB 9-3	2009	YS3FB49YX91011477	16v063	Driver		
GMC	SIERRA 1500	2007	3GTEC13J77G525263	16v381	Passenger		
GMC	SIERRA 1500	2010	3GTRKVE32AG281507	16v381	Passenger		
GMC	SIERRA 1500	2011	3GTP1VE29BG359025	16v381	Passenger		
GMC	SIERRA 2500	2009	1GTHK59K39E102553	16v381	Passenger		
GMC	SILVERADO 1500	2007	1GCEC140X7Z638890	16v381	Passenger		
GMC	SILVERADO 1500	2007	2GCEK13M971536531	16v381	Passenger		
GMC	SILVERADO 1500	2007	3GCEC13J17G501122	16v383	Passenger		
GMC	SILVERADO 1500	2008	2GCFC13Y481305459	16v381	Passenger		
GMC	SILVERADO 1500	2008	3GCEC13J18G250619	16v381	Passenger		
GMC	SILVERADO 1500	2008	3GCEK13MX8G167932	16v381	Passenger		
GMC	SILVERADO 1500	2011	1GCRKSE3XBZ120743	16v381	Passenger		
GMC	SILVERADO 2500	2008	1GCHK29K18E206858	15v324	Passenger		
GMC	SUBURBAN 1500	2007	1GNFC16087J294743	16v381	Passenger		
GMC	SUBURBAN 1500	2007	3GNFC16017G280135	16v381	Passenger		
GMC	SUBURBAN 1500	2007	3GNFC160X7G194256	16v381	Passenger		
GMC	SUBURBAN 1500	2009	1GNFC26019R212300	16v381	Passenger		
GMC	SUBURBAN 1500	2010	1GNUCHE04AR182788	16v381	Passenger		
GMC	TAHOE	2007	1GNFC130X7R146079	16v381	Passenger		
GMC	TAHOE	2007	1GNFC130X7R249678	16v383	Passenger		
GMC	TAHOE	2007	1GNFC13J17R245009	16v381	Passenger		



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<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
GMC	TAHOE	2007	1GNFC13J77R177072	16v381	Passenger		
GMC	TAHOE	2007	1GNFK13077J113834	16v381	Passenger		
GMC	VIBE	2009	5Y2SL67819Z442406	16v340	Passenger		
GMC	YUKON	2007	1GKFK13077R127361	16v383	Passenger		
Honda	ACCORD	2001	1HGCG16501A027794	15V320	Driver Side		
Honda	ACCORD	2004	1HGCM563X4A153034	15V320	Driver Side		
Honda	ACCORD	2005	3HGCM56475G708565	15V320	Driver Side		
Honda	ACCORD	2006	JHMC568X6C005577	15V370	Passenger	15V320	Driver Side
Honda	ACCORD	2008	1HGCP26848A002133	16v346	Passenger		
Honda	ACCORD	2008	JHMCP26398C029205	16v346	Passenger		
Honda	ACCORD	2008	JHMCP26438C030679	16v346	Passenger		
Honda	ACCORD	2008	JHMCP26468C072764	16v346	Passenger		
Honda	ACCORD	2009	1HGCP263X9A192557	16v346	Passenger		
Honda	ACCORD	2009	1HGCP26789A135907	16v346	Passenger		
Honda	ACCORD	2009	1HGCP36839A011137	16v346	Passenger		
Honda	ACCORD	2009	1HGCP36879A014283	17v030	Passenger		
Honda	ACCORD	2009	1HGCS12759A000608	16v346	Passenger		
Honda	ACCORD	2010	1HGCP2F34AA036924	16v346	Passenger		
Honda	ACCORD	2010	1HGCP2F37AA025691	16v346	Passenger		
Honda	ACCORD	2010	5KBCP3F86AB004596	16v346	Passenger		
Honda	ACCORD	2010	5KBCP3F89AB007122	16v346	Passenger		
Honda	ACCORD	2011	1HGCP2F30BA030314	16v346	Passenger		
Honda	ACCORD	2011	1HGCP3F80BA021484	16v346	Passenger		
Honda	ACURA ILX	2013	19VDE1F31DE012612	16v061	Driver Side		
Honda	ACURA MDX	2003	2HNYD18623H546850	15V320	Driver Side		
Honda	ACURA MDX	2004	2HNYD18254H517695	15V320	Driver Side	14V700	Passenger
Honda	ACURA RL	2006	JH4KB16516C008643	16v344	Passenger	16v061	Driver Side
Honda	CIVIC	2005	1HGEM22025L023452	15V370	Passenger	15V320	Driver Side
Honda	CIVIC	2005	2HGES26875H516370	15V370	Passenger	15V320	Driver Side
Honda	CIVIC	2005	JHMES96635S026800	15V370	Passenger	15V320	Driver Side
Honda	CIVIC	2006	1HGFA16526L060841	16v346	Passenger		
Honda	CIVIC	2006	1HGFA16896L062712	16v346	Passenger		

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<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Honda	CIVIC	2006	JHMFA16596S012143	16v346	Passenger		
Honda	CIVIC	2006	JHMFA36216S014390	16v346	Passenger		
Honda	CIVIC	2006	JHMFA36276S030674	16v346	Passenger		
Honda	CIVIC	2007	2HGFG12647H566022	16v346	Passenger		
Honda	CIVIC	2008	1HGFA165X8L116429	16v346	Passenger		
Honda	CIVIC	2008	2HGFA15508H301183	16v346	Passenger		
Honda	CIVIC	2008	2HGFA16578H345700	16v346	Passenger		
Honda	CIVIC	2008	2HGFA55548H712769	16v346	Passenger		
Honda	CIVIC	2008	2HGFG21548H709521	16v346	Passenger		
Honda	CIVIC	2008	2HGFG21598H705240	16v346	Passenger		
Honda	CIVIC	2008	JHMFA36258S025346	16v346	Passenger		
Honda	CIVIC	2009	2HGFA16599H350429	16v346	Passenger		
Honda	CIVIC	2010	19XFA1F56AE066397	16v346	Passenger		
Honda	CIVIC	2010	2HGFG1B84AH511904	16v346	Passenger		
Honda	CIVIC	2011	19XFA1F58BE032592	16v346	Passenger		
Honda	CIVIC	2011	2HGFA1F59BH545310	16v346	Passenger		
Honda	CR-V	2003	SHSRD78843U155924	15V370	Passenger	15V320	Driver Side
Honda	CR-V	2005	JHLRD68525C008950	15V320	Driver Side	16v344	Passenger
Honda	CR-V	2005	JHLRD78905C016716	15V320	Driver Side	16v344	Passenger
Honda	CR-V	2008	JHLRE38308C003891	16v346	Passenger	16v061	Driver Side
Honda	CR-V	2010	5J6RE3H74AL003442	16v346	Passenger	16v061	Driver Side
Honda	FIT	2009	JHMGE87259S021500	16v346	Passenger	16v061	Driver Side
Honda	FIT	2012	JHMGE8H56CC031107	17v030	Passenger	16v061	Driver Side
Honda	FIT	2013	JHMGE8G57DC029966	16v061	Driver Side		
Honda	PILOT	2003	2HKYF185X3H525419	15V370	Passenger	15V320	Driver Side
Honda	PILOT	2006	5FNYP28546B003152	15V320	Driver Side	16v344	Passenger
Honda	PILOT	2007	2HKYF18407H511123	15V320	Driver Side	16v344	Passenger
Honda	PILOT	2008	5FNYP28678B004940	15V320	Driver Side	16v344	Passenger
Honda	PILOT	2011	5FNYP3H29BB007705	16v346	Passenger		
Mazda	MAZDA 6	2004	1YVFP84CX45N89764	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2004	1YVFP84D945N60278	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2004	1YVHP80D345N19207	16v354	Passenger	15V382	Driver Side

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<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Mazda	MAZDA 6	2005	1YVFP80C155M26587	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2006	1YVFP80C065M45942	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2006	1YVFP80C365M70026	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2006	1YVFP80C665M26327	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2006	1YVFP80C765M57666	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2006	1YVHP80D265M57060	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2006	1YVHP80D365M32877	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2006	1YVHP84C865M28549	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2007	1YVHP80C075M28214	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2007	1YVHP80C375M07132	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2007	1YVHP80C775M59069	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2008	1YVHP80C085M19353	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2008	1YVHP80C385M43050	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2008	1YVHP80C685M32852	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2008	1YVHP80C885M08780	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA 6	2009	1YVHP81A395M34931	16v356	Passenger		
Mazda	MAZDA 6	2010	1YVHZ8BH9A5M45605	16v356	Passenger		
Mazda	MAZDA 6	2010	1YVHZ8CH2A5M39563	16v356	Passenger		
Mazda	MAZDA 6	2011	1YVHZ8CH7B5M15793	16v356	Passenger		
Mazda	MAZDA CX-7	2007	JM3ER293170141312	16v356	Passenger		
Mazda	MAZDA CX-7	2007	JM3ER293270119996	16v356	Passenger		
Mazda	MAZDA CX-7	2007	JM3ER293270133798	16v356	Passenger		
Mazda	MAZDA CX-7	2007	JM3ER293870128685	16v356	Passenger		
Mazda	MAZDA CX-9	2011	JM3TB2BA6B0304100	16v356	Passenger		
Mazda	MAZDA MPV	2005	JM3LW28A450540132	16v354	Passenger		
Mazda	MAZDA RX8	2004	JM1FE173340125047	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA RX8	2004	JM1FE173840128557	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA RX8	2004	JM1FE173X40128317	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA RX8	2004	JM1FE17N440130727	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA RX8	2006	JM1FE173X60206937	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA RX8	2007	JM1FE173070208911	16v354	Passenger	15V382	Driver Side
Mazda	MAZDA RX8	2008	JM1FE173380214719	16v354	Passenger	15V382	Driver Side

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<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
MERCEDES	MERCEDES C-CLASS	2006	WDBRF52H26A866421	16v081	Driver		
MERCEDES	MERCEDES C-CLASS	2006	WDBRF52HX6F733280	16v081	Driver		
MERCEDES	MERCEDES C-CLASS	2007	WDBRF52H17F935653	16v081	Driver		
MERCEDES	MERCEDES C-CLASS	2008	WDDGF56XX8F171285	16v081	Driver	16v363	Passenger
MERCEDES	MERCEDES C-CLASS	2009	WDDGF54X99R084058	16v081	Driver	16v363	Passenger
MERCEDES	MERCEDES C-CLASS	2009	WDDGF56X79R041075	16v081	Driver	16v363	Passenger
MERCEDES	MERCEDES C-CLASS	2009	WDDGF81X39R075152	16v081	Driver	16v363	Passenger
MERCEDES	MERCEDES C-CLASS	2010	WDDGF5EB4AR110363	16v081	Driver	16v363	Passenger
MERCEDES	MERCEDES C-CLASS	2010	WDDGF5EB4AR119032	16v081	Driver	16v363	Passenger
Nissan	INFINITI FX SERIES	2007	JNRAS08U07X101708	16v349	Passenger		
Nissan	INFINITI I35	2003	JNKDA31A23T117426	16v349	Passenger	15v226	Passenger
Nissan	INFINITI M35	2006	JNKAY01F76M254370	16v349	Passenger		
Nissan	INFINITI M35	2008	JNKAY01E08M603671	16v349	Passenger		
Nissan	MAXIMA	2003	JN1DA31A93T440117	15V287	Passenger		
Nissan	PATHFINDER	2003	JN8DR09X23W707548	15V287	Passenger		
Nissan	SENTRA	2003	3N1CB51DX3L817878	15V287	Passenger		
Nissan	SENTRA	2005	3N1CB51D75L536754	15V287	Passenger		
Nissan	VERSA	2007	3N1BC11E37L403857	16v349	Passenger		
Nissan	VERSA	2007	3N1BC13E17L368412	16v349	Passenger		
Nissan	VERSA	2008	3N1BC13E08L463836	16v349	Passenger		
Nissan	VERSA	2008	3N1BC13E68L385580	16v349	Passenger		
Nissan	VERSA	2009	3N1BC11E49L388143	16v349	Passenger		
Nissan	VERSA	2009	3N1BC11E49L398963	16v349	Passenger		
Nissan	VERSA	2010	3N1BC1CPXAL448199	16v349	Passenger		
Subaru	FORESTER	2009	JF2SH616X9H711695	17v026	Passenger		
Subaru	FORESTER	2009	JF2SH63609H743522	16v358	Passenger		
Subaru	FORESTER	2010	JF2SH6CC3AH731987	16v358	Passenger		
Subaru	IMPREZA	2008	JF1GH61638H812764	16v358	Passenger		
Subaru	IMPREZA	2008	JF1GH61668H812578	16v358	Passenger		
Subaru	LEGACY	2005	4S3BL676154217084	15v323	Passenger		
Subaru	LEGACY	2005	4S4BL84C754223294	15v323	Passenger		
Subaru	LEGACY	2005	4S4BP61C757307644	15v323	Passenger		

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Subaru	LEGACY	2005	4S4BP62C257337486	15v323	Passenger		
Subaru	LEGACY	2011	4S3BMCK66B3219871	16v358	Passenger		
Subaru	TRIBECA	2006	4S4WX86C864412833	16v359	Passenger		
Subaru	TRIBECA	2008	4S4WX97D784410457	16v359	Passenger		
Toyota	COROLLA	2003	1NXBR32E33Z072862	15V286	Passenger		
Toyota	COROLLA	2004	1NXBR32E34Z279687	15V286	Passenger		
Toyota	COROLLA	2005	1NXBR32EX5Z503507	15V286	Passenger		
Toyota	COROLLA	2005	2T1BR32E35C338093	15V286	Passenger		
Toyota	COROLLA	2006	1NXBR32E36Z639530	15V286	Passenger		
Toyota	COROLLA	2006	1NXBR32E66Z731022	15V286	Passenger		
Toyota	COROLLA	2006	1NXBR32E76Z631351	15V286	Passenger		
Toyota	COROLLA	2006	1NXBR32E76Z642186	15V286	Passenger		
Toyota	COROLLA	2006	JTDBR32E760079698	15V286	Passenger		
Toyota	COROLLA	2007	1NXBR32E07Z833093	15V286	Passenger		
Toyota	COROLLA	2009	1NXBU40E39Z156504	16v340	Passenger		
Toyota	COROLLA	2009	1NXBU40E59Z072118	17v006	Passenger		
Toyota	COROLLA	2009	1NXBU40E59Z137517	17v006	Passenger		
Toyota	COROLLA	2009	1NXBU40E89Z021972	16v340	Passenger		
Toyota	COROLLA	2009	2T1BU40E39C136819	16v340	Passenger		
Toyota	COROLLA	2009	2T1BU40E99C131494	16v340	Passenger		
Toyota	COROLLA	2009	JTDBL40EX99022163	16v340	Passenger		
Toyota	COROLLA	2010	1NXBU4EE7AZ171147	16v340	Passenger		
Toyota	COROLLA	2010	1NXBU4EE7AZ217740	16v340	Passenger		
Toyota	COROLLA	2010	2T1BU4EE1AC403792	16v340	Passenger		
Toyota	COROLLA	2011	2T1BU4EE5BC677501	16v340	Passenger		
Toyota	LEXUS ES350	2007	JTHBJ46G072013362	16v340	Passenger		
Toyota	LEXUS ES350	2007	JTHBJ46G372058229	16v340	Passenger		
Toyota	LEXUS ES350	2007	JTHBJ46G972117686	16v340	Passenger		
Toyota	LEXUS ES350	2009	JTHBJ46G192317982	16v340	Passenger		
Toyota	LEXUS IS250	2006	JTHBK262665011246	16v340	Passenger		
Toyota	LEXUS IS250	2006	JTHBK262862003778	16v340	Passenger		
Toyota	LEXUS IS250	2007	JTHBK262X75042520	16v340	Passenger		

**SNYDERS AIRBAGS IN STOCK****Exhibit E**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Toyota	MATRIX	2009	2T1KE40E49C009669	16v340	Passenger		
Toyota	SCION XB	2008	JTLKE50E881015004	16v340	Passenger		
Toyota	SCION XB	2009	JTLKE50E591078501	17v006	Passenger		
Toyota	SCION XB	2009	JTLKE50E691068396	16v340	Passenger		
Toyota	SCION XB	2010	JTLZE4FE3A1097942	16v340	Passenger		
Toyota	SEQUOIA	2003	5TDZT38A03S199839	15V286	Passenger		
Toyota	SEQUOIA	2004	5TDBT48A44S223052	15V286	Passenger		
Toyota	SEQUOIA	2005	5TDZT34A95S255351	15V286	Passenger		
Toyota	TUNDRA	2005	5TBET34115S481326	15V286	Passenger		
VOLKSWAGEN	CC	2010	WVWML7AN6AE512085	16v078	Driver		
VOLKSWAGEN	CC	2010	WVWMN7AN4AE529932	16v078	Driver		
VOLKSWAGEN	CC	2011	WVWMN7ANXBE719459	16v078	Driver		
VOLKSWAGEN	CC	2012	WVWHN7AN2CE547687	16v078	Driver		
VOLKSWAGEN	CC	2012	WVWMN7AN3CE544893	16v078	Driver		
VOLKSWAGEN	PASSAT	2012	1VWBN7A39CC053405	16v078	Driver		
VOLKSWAGEN	PASSAT	2013	1VWBN7A35DC005420	16v078	Driver		

**WEAVER AIRBAGS IN STOCK****Exhibit F**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
AUDI	AUDI A4	2005	WAUAC48H55K011856	16v382	Passenger		
AUDI	AUDI A4	2005	WAUAF68EX5A446743	16v382	Passenger		
AUDI	AUDI A4	2005	WAULC68E35A028574	16v382	Passenger		
AUDI	AUDI A4	2006	WAUAF78E16A113015	16v382	Passenger		
AUDI	AUDI A4	2006	WAUDF78E36A196914	16v382	Passenger		
AUDI	AUDI A4	2006	WAUEH78E26A188351	16v382	Passenger		
AUDI	AUDI A4	2006	WAUDF78E96A264956	16v382	Passenger		
AUDI	AUDI A4	2007	WAUDH78E87A199190	16v382	Passenger		
AUDI	AUDI A4	2007	WAUDF48HX7K031155	16v382	Passenger		
AUDI	AUDI A4	2007	WAUAF78E97A159192	16v382	Passenger		
AUDI	AUDI A4	2007	WAUAF78E17A225248	16v382	Passenger		
AUDI	AUDI A6	2006	WAUEL74F76N021232	16v382	Passenger		
AUDI	AUDI A6	2007	WAUAH74F97N021122	16v382	Passenger		
AUDI	AUDI A6	2008	WAUDV74FX8N168105	16v382	Passenger		
AUDI	AUDI A6	2009	WAUSG74F19N018046	16v382	Passenger		
AUDI	AUDI A6	2010	WAUFGAFB0AN003325	16v382	Passenger		
BMW	BMW 135i	2008	WBAUN935X8VK39999	16v071	Driver		
BMW	BMW 325i	2001	WBAAN37441ND46752	14v428	Passenger	17v047	Driver
BMW	BMW 325i	2001	WBAAN37421NJ11280	14v428	Passenger	17v047	Driver
BMW	BMW 325i	2001	WBAAV33491FU85241	14v047	Driver		
BMW	BMW 325i	2003	WBAEU33463PM58970	15v318	Driver		
BMW	BMW 325i	2003	WBABS33433PG89675	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2003	WBAAZ33473PH34009	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2004	WBABD33444PL04374	15v318	Driver		
BMW	BMW 325i	2004	WBAEV33474KR27110	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2004	WBABD33494PL03737	14v428	Passenger	15v318	Driver
BMW	BMW 325i	2005	WBAEV33495KW16165	14v428	Passenger	15v318	Driver
BMW	BMW 328i	2007	WBAWL13517PX13034	16v071	Driver		
BMW	BMW 328i	2007	WBAVA37527ND55464	16v071	Driver		
BMW	BMW 328i	2007	WBAWB33567PV72668	16v071	Driver		
BMW	BMW 328i	2008	WBAVA37548NL19094	16v071	Driver		
BMW	BMW 330i	2001	WBABS534X1JU88767	17v047	Driver		

**WEAVER AIRBAGS IN STOCK****Exhibit F**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
BMW	BMW 330i	2001	WBABS53421JU88200	14v428	Passenger	17v047	Driver
BMW	BMW 330i	2001	WBAAV53491JS91236	17v047	Driver		
BMW	BMW 330i	2001	WBAAV534X1FJ70248	14v428	Passenger	17v047	Driver
BMW	BMW 330i	2003	WBAEV534X3KM27890	15v318	Driver		
BMW	BMW 330i	2003	WBAEV53423KM24904	14v428	Passenger	15v318	Driver
BMW	BMW 330i	2003	WBAEV53433KM30596	15v318	Driver		
BMW	BMW 330i	2003	WBABN53413JU29407	15v318	Driver		
BMW	BMW 330i	2004	WBABW53474PL40842	15v318	Driver		
BMW	BMW 330i	2005	WBAEW53425PN36816	15v318	Driver		
BMW	BMW 330i	2006	WBAVB33526KR73075	16v071	Driver		
BMW	BMW 330i	2006	WBAVB335X6KS34388	16v071	Driver		
BMW	BMW 335i	2007	WBAWB73567P032213	16v071	Driver		
BMW	BMW 335i	2007	WBAVB73597PA87544	16v071	Driver		
BMW	BMW 335i	2008	WBAWB73558P156913	16v071	Driver		
BMW	BMW 335i	2009	WBAWB73529P045513	16v071	Driver		
BMW	BMW 335i	2011	WBAPM5C57BE576677	16v071	Driver		
BMW	BMW 530i	2002	WBADT63442CH91130	17v047	Driver		
BMW	BMW X1	2013	WBAVM1C58D VW44312	16v071	Driver		
BMW	BMW X3	2007	WBXPC93437WF06816	16v071	Driver		
BMW	BMW X3	2007	WBXPC93407WF25792	16v071	Driver		
BMW	BMW X3	2007	WBXPC93497WF19084	16v071	Driver		
BMW	BMW X3	2008	WBXPC93488WJ23758	16v071	Driver		
BMW	BMW X5	2007	4USFE83577LY63754	16v071	Driver	16v364	Passenger
BMW	BMW X5	2007	5UXFE83557LZ44529	16v071	Driver	16v364	Passenger
BMW	BMW X5	2007	5UXFE83527LZ46707	16v071	Driver	16v364	Passenger
BMW	BMW X5	2007	5UXFE83517LZ44897	16v071	Driver	16v364	Passenger
BMW	BMW X5	2008	5UXFE83588LZ47426	16v071	Driver	16v364	Passenger
BMW	BMW X5	2012	5UXZV4C50CL747770	16v071	Driver		
FIAT CHRYSLER	300	2005	2C3JA53G25H616880	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2005	2C3AA63H35H616109	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2005	2C3AA63HX5H652265	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2005	2C3JA43RX5H642168	15v313	Driver	16v352	Passenger



**WEAVER AIRBAGS IN STOCK****Exhibit F**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
FIAT CHRYSLER	300	2005	2C3JA43R45H529784	16v352	Passenger		
FIAT CHRYSLER	300	2005	2C3JK53G65H653556	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3LK63H66H338538	16v352	Passenger		
FIAT CHRYSLER	300	2006	2C3KA63H86H285906	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3KA53G36H529267	16v352	Passenger		
FIAT CHRYSLER	300	2006	2C3LA63H36H455500	16v352	Passenger		
FIAT CHRYSLER	300	2006	2C3KA53G46H320913	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3LA63H36H314183	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3KA53G06H109210	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3KA53G06H367985	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3LA63H26H291141	16v352	Passenger		
FIAT CHRYSLER	300	2006	2C3KA73W46H473603	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2006	2C3KA63H16H225398	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2007	2C3KA43R57H710271	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2007	2C3KA53G27H743037	16v352	Passenger		
FIAT CHRYSLER	300	2008	2C3KA43RX8H291903	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2008	2C3KA43R88H175731	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	300	2008	2C3KA43R38H217450	16v352	Passenger		
FIAT CHRYSLER	300	2008	2C3LA43R08H293096	16v352	Passenger		
FIAT CHRYSLER	300	2012	2C3CCACG4CH250932	16v352	Passenger		
FIAT CHRYSLER	300	2012	2C3CCAAG9CH312540	16v352	Passenger		
FIAT CHRYSLER	ASPEN	2007	1A8HX58297F552260	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	ASPEN	2007	1A8HX58P47F575246	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	ASPEN	2007	1A8HX58297F501566	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	ASPEN	2009	1A8HW58PX9F705570	16v352	Passenger	16v947	Driver
FIAT CHRYSLER	AS	2009	1A8HW58P09F713788	16v352	Passenger	16v947	Driver
FIAT CHRYSLER	CHALLENGER	2009	2B3LJ44V29H620964	15v444	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2006	2B3KA53H26H436620	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2006	2B3KA53H56H410271	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2006	2B3KA43R86H315268	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2006	2B3KA53H06H161345	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2006	2B3KA73W76H430645	15v313	Driver	16v352	Passenger

**WEAVER AIRBAGS IN STOCK****Exhibit F**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
FIAT CHRYSLER	CHARGER	2006	2B3KA43R96H353494	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2006	2B3KA43G46H215067	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2006	2B3KA43G86H444867	16v352	Passenger		
FIAT CHRYSLER	CHARGER	2006	2B3KA53H86H324274	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2007	2B3KA53H57H856518	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2007	2B3KA43G57H656157	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2007	2B3KA43G27H831030	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2007	2B3KA53H27H805672	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2007	2B3KA43R37H761720	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2008	2B3KA53HX8H156642	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2008	2B3KA43R68H154812	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2008	2B3KA53H38H216194	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2008	2B3KA43H38H134136	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2008	2B3KA43R08H231397	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2008	2B3KA53H08H269810	16v352	Passenger		
FIAT CHRYSLER	CHARGER	2010	2B3CA5CT4AH121108	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2010	2B3CA3CV8AH100235	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	CHARGER	2010	2B3CK2CV8AH313032	16v352	Passenger		
FIAT CHRYSLER	CHARGER	2010	2B3AA4CT0AH275039	16v352	Passenger		
FIAT CHRYSLER	CHARGER	2010	2B3CA3CV2AH291117	15v313	Driver		
FIAT CHRYSLER	CHARGER	2011	2B3CL3CG3BH534172	16v352	Passenger		
FIAT CHRYSLER	CHARGER	2011	2B3CL3CG2BH555904	16v352	Passenger		
FIAT CHRYSLER	CHARGER	2011	2B3CL3CG4BH576916	16v352	Passenger		
FIAT CHRYSLER	CHARGER	2012	2C3CDXBG6CH177984	16v352	Passenger		
FIAT CHRYSLER	CHARGER	2012	2C3CDXAT8CH282671	16v352	Passenger		
FIAT CHRYSLER	CHARGER	2012	2C3CDXAT8CH305057	16v352	Passenger		
FIAT CHRYSLER	CHARGER	2012	2C3CDXBG5CH297016	16v352	Passenger		
FIAT CHRYSLER	CHARGER	2012	2C3CDXDT6CH182001	16v352	Passenger		
FIAT CHRYSLER	DAKOTA	2005	1D7HE42K95S337584	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2005	1D7HE28K25S329175	16v352	Passenger		
FIAT CHRYSLER	DAKOTA	2005	1D7HE42N45S287347	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DAKOTA	2005	1D7HE48K65S303884	15v313	Driver	16v352	Passenger

**WEAVER AIRBAGS IN STOCK****Exhibit F**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
FIAT CHRYSLER	DAKOTA	2005	1D7HW48K75S227010	16v352	Passenger		
FIAT CHRYSLER	DAKOTA	2005	1D7HW48N25S326571	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2004	1D8HB58D24F111199	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2004	1D4HD48N04F202292	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2005	1D8HD48D75F583730	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2005	1D8HD58D95F530646	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2006	1D8HB58246F116728	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2006	1D4HD48N26F187300	16v352	Passenger		
FIAT CHRYSLER	DURANGO	2006	1D4HD58276F189510	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2006	1D4HD38K16F142042	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2007	1D8HD38P37F554779	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	DURANGO	2008	1D8HB38N88F117849	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2005	2D4GV58215H613849	16v352	Passenger		
FIAT CHRYSLER	MAGNUM	2005	2D8GZ48V35H626481	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2005	2D4GV58275H117972	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2005	2D4FV48V25H558277	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2005	2D8FV48V95H151278	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2005	2D4FV48V75H680357	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2005	2D4GV58205H661455	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2005	2D4FV48V35H536868	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2005	2D4GV58225H547148	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2005	2D4FV48T05H567753	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2005	2D8FV48V05H159043	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2005	2D4FV48T25H531983	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2005	2D4GZ48V25H537180	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2005	2D8GV582X5H622550	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2005	2D4FV48T65H571547	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4FV47T36H322948	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4FV47T06H122514	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D8FV47T36H446975	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4FV47T16H275029	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4GV57296H208924	15v313	Driver	16v352	Passenger

**WEAVER AIRBAGS IN STOCK****Exhibit F**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
FIAT CHRYSLER	MAGNUM	2006	2D4FV47T76H154635	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4FV47T96H385665	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4GV57236H198648	15v313	Driver		
FIAT CHRYSLER	MAGNUM	2006	2D4GV57246H203730	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4GV57236H200799	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4GV57256H256162	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4GV572X6H181622	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4FV47V36H150776	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D8FV47T16H118311	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4FV47V36H460488	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4FV47T06H181627	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D4FV47T96H127033	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2006	2D8FV47V76H145529	15v313	Driver		
FIAT CHRYSLER	MAGNUM	2007	2D4FV47VX7H621050	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2007	2D4FV47T47H641390	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2007	2D4FV47V27H728240	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2007	2D4FV47V97H624442	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2007	2D4FV47V47H620458	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2007	2D4GV57287H729036	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2007	2D4FV47T57H746181	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2007	2D4GV57227H878994	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2008	2D8FV47T38H194387	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2008	2D4FV37V28H242782	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2008	2D4FV47T08H148047	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2008	2D4FV47T78H111724	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2008	2D4FV47T88H130458	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	MAGNUM	2008	2D4FV37V68H239108	16v352	Passenger		
FIAT CHRYSLER	RAM 1500	2003	1D7HU18D43S380463	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2003	1D7HA18NX3S214174	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2003	1D7HA16K83J617956	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2003	1D7HA18D83S329542	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2003	1D7HA18D03J606562	15v312	Passenger		

**WEAVER AIRBAGS IN STOCK****Exhibit F**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
FIAT CHRYSLER	RAM 1500	2003	1D7HA18N43S141237	15v312	Passenger		
FIAT CHRYSLER	RAM 1500	2004	1D7HA16N94J254949	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18N74J243364	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18DX4S765360	16v352	Passenger		
FIAT CHRYSLER	RAM 1500	2004	1D7HA18DX4S572433	16v352	Passenger		
FIAT CHRYSLER	RAM 1500	2004	1D7HA18NX4S652856	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18D64S562269	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HU16N24J250376	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18D34S503373	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HU18N24J116156	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HU16D34J199025	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA16N64J186710	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2004	1D7HA18D44J107359	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2005	1D7HA18D65J555121	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2005	1D7HU18N65J578852	16v352	Passenger		
FIAT CHRYSLER	RAM 1500	2005	1D7HA18D45S281766	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2005	1D7HU18D35J582042	16v352	Passenger		
FIAT CHRYSLER	RAM 1500	2006	1D7HU18N86S629330	16v352	Passenger		
FIAT CHRYSLER	RAM 1500	2006	1D7HA18226J114022	16v352	Passenger		
FIAT CHRYSLER	RAM 1500	2006	1D7HU18N46S614100	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2006	1D7HA18246S622289	16v352	Passenger		
FIAT CHRYSLER	RAM 1500	2007	1D7HA18247S214134	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HA16K97J536356	16v352	Passenger		
FIAT CHRYSLER	RAM 1500	2007	1D7HA18P47J565501	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HA18217S251416	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2007	1D7HU16247J583950	16v352	Passenger		
FIAT CHRYSLER	RAM 1500	2007	1D7HU18207S192351	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2008	1D3HA18N08J152444	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2008	1D7HA18248S565515	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2008	1D7HA18238J129602	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2008	1D7HA18K48J228011	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 1500	2008	1D7HA16KX8J205917	15v313	Driver	16v352	Passenger

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FIAT CHRYSLER	RAM 2500	2005	3D7KR28D85G748389	15v313	Driver	16v352	Passenger
FIAT CHRYSLER	RAM 3500	2003	3D7LU38C63G777774	15v312	Passenger		
FIAT CHRYSLER	WRANGLER	2008	1J4FA24158L516428	16v352	Passenger		
GMC	ASTRA	2008	W08AR671485134755	16v063	Driver		
GMC	ASTRA	2008	W08AR671785040966	16v063	Driver		
GMC	AVALANCHE 1500	2009	3GNFK22369G119355	16v381	Passenger		
GMC	ESCALADE EXT	2008	3GYFK62868G249897	16v381	Passenger		
GMC	SAAB 9-3	2006	YS3FD79Y666006156	16v063	Driver		
GMC	SAAB 9-3	2008	YS3FB49Y081115796	16v063	Driver		
GMC	SAAB 9-5	2006	YS3ED49G163510309	16v063	Driver		
GMC	SIERRA 1500	2007	1GTEC19JX7Z517049				
GMC	SIERRA 1500	2007	2GTEK13M871599538	16v381	Passenger		
GMC	SIERRA 1500	2007	1GTEC14C67Z534536	16v381	Passenger		
GMC	SIERRA 1500	2007	1GTEK19097E553431	16v383	Passenger		
GMC	SIERRA 1500	2008	2GTEC19C081261810	16v381	Passenger		
GMC	SIERRA 1500	2008	2GTEK19J081231756	16v383	Passenger		
GMC	SIERRA 1500	2008	1GTEC14X48Z185736	16v383	Passenger		
GMC	SILVERADO 1500	2007	1GCEC19J07Z569161	16v381	Passenger		
GMC	SILVERADO 1500	2008	3GCEK13J48G283648	16v381	Passenger		
GMC	SILVERADO 1500	2008	2GCEK19J481231159	16v381	Passenger		
GMC	SILVERADO 1500	2008	2GCEK13M181147299	16v381	Passenger		
GMC	SILVERADO 1500	2008	2GCEC13C181188102	16v381	Passenger		
GMC	SILVERADO 1500	2008	3GCEC13C98G233620	16v381	Passenger		
GMC	SILVERADO 1500	2008	1GCEC14X98Z207715	16v381	Passenger		
GMC	SILVERADO 1500	2010	3GCRCSE02AG258374	16v381	Passenger		
GMC	SILVERADO 3500	2008	1GCJC33K18F120926	15v324	Passenger		
GMC	SUBURBAN 1500	2007	1GNFK16327J153731	16v381	Passenger		
GMC	SUBURBAN 1500	2007	3GNFC16047G282932	16v381	Passenger		
GMC	SUBURBAN 1500	2007	1GNFC16017R401438	16v381	Passenger		
GMC	SUBURBAN 1500	2009	1GNFK26339R165767	16v381	Passenger		
GMC	SUBURBAN 2500	2011	1GNWKMEG0BR197517	16v381	Passenger		
GMC	TAHOE	2007	1GNFK13087R108000	16v381	Passenger		

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GMC	TAHOE	2007	1GNFK13097R229201	16v381	Passenger		
GMC	TAHOE	2007	1GNFK13007J160395	16v381	Passenger		
GMC	TAHOE	2007	1GNFK13057J333604	16v383	Passenger		
GMC	TAHOE	2008	1GNFK13018J177644	16v381	Passenger		
GMC	TAHOE	2010	1GNMCAE08AR201589	16v381	Passenger		
GMC	TAHOE	2011	1GNSKBE01BR181803	16v381	Passenger		
GMC	VIBE	2003	5Y2SL64863Z430294	15v285	Passenger		
GMC	VIBE	2005	5Y2SL63865Z461971	15v286	Passenger		
GMC	VIBE	2009	5Y2SR67029Z448188	16v340	Passenger		
GMC	VIBE	2010	5Y2SP6E05AZ411424	16v340	Passenger		
GMC	YUKON	2007	1GKFC13J47J243797	16v381	Passenger		
GMC	YUKON	2010	1GKUKKEEF5AR202811	16v381	Passenger		
GMC	YUKON XL 1500	2007	1GKFC16097J361783	16v381	Passenger		
GMC	YUKON XL 1500	2007	1GKFK668X7J346098	16v381	Passenger		
Honda	ACCORD	2001	JHMCG56671C002781	15v320	Driver		
Honda	ACCORD	2001	1HGCF86681A148089	15v320	Driver		
Honda	ACCORD	2002	1HGCG56482A168998	15v320	Driver		
Honda	ACCORD	2003	1HGCM72233A033566	17v220	Passenger		
Honda	ACCORD	2003	1HGCM72673A011136	17v220	Passenger		
Honda	ACCORD	2007	1HGCM56727A095363	15v370	Passenger	15v320	Driver
Honda	ACCORD	2008	1HGCS11308A014672	16v346	Passenger		
Honda	ACCORD	2008	1HGCP36878A055415	16v346	Passenger		
Honda	ACCORD	2008	1HGCP36818A020613	16v346	Passenger		
Honda	ACCORD	2008	1HGCP36818A052428	16v346	Passenger		
Honda	ACCORD	2008	1HGCP26368A109298	16v346	Passenger		
Honda	ACCORD	2008	JHMCP26838C020270	16v346	Passenger		
Honda	ACCORD	2008	1HGCP26818A029550	16v346	Passenger		
Honda	ACCORD	2008	1HGCP26858A057111	16v346	Passenger		
Honda	ACCORD	2008	JHMCP26878C032356	16v346	Passenger		
Honda	ACCORD	2008	1HGCP26488A119632	16v346	Passenger		
Honda	ACCORD	2008	1HGCP36898A066982	16v346	Passenger		
Honda	ACCORD	2008	1HGCP268X8A107940	16v346	Passenger		

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Honda	ACCORD	2009	1HGCP26329A113365	16v346	Passenger		
Honda	ACCORD	2009	1HGCS21809A008602	16v346	Passenger		
Honda	ACCORD	2009	1HGCP36859A017523	17v030	Passenger		
Honda	ACCORD	2009	1HGCS22829A004033	16v346	Passenger		
Honda	ACCORD	2009	1HGCP268X9A134184	16v346	Passenger		
Honda	ACCORD	2009	1HGCP26769A084651	16v346	Passenger		
Honda	ACCORD	2009	5KBCP36889B002943	16v346	Passenger		
Honda	ACCORD	2009	1HGCP264X9A047897	16v346	Passenger		
Honda	ACCORD	2010	1HGCS1B31AA019819	16v346	Passenger		
Honda	ACCORD	2010	1HGCP2F41AA178219	16v346	Passenger		
Honda	ACCORD	2010	5KBCP3F82AB015496	16v346	Passenger		
Honda	ACCORD	2010	1HGCP2F36AA022331	16v346	Passenger		
Honda	ACCORD	2010	1HGCP2F30AA183127	16v346	Passenger		
Honda	ACCORD	2010	5KBCP3F81AB013707	16v346	Passenger		
Honda	ACCORD	2010	1HGCP2F4XAA115913	16v346	Passenger		
Honda	ACCORD	2010	1HGCS2B8XAA005354	16v346	Passenger		
Honda	ACCORD	2011	1HGCS1B82BA013931	16v346	Passenger		
Honda	ACCORD	2011	1HGCP2F35BA031314	16v346	Passenger		
Honda	ACCORD	2011	1HGCP2F38BA087506	16v346	Passenger		
Honda	ACCORD	2011	1HGCP2F3XBA049405	16v346	Passenger		
Honda	ACCORD	2012	1HGCP2F34CA039468	17v030	Passenger		
Honda	ACURA ILX	2013	19VDE1F33DE004110	16v061	Driver		
Honda	ACURA MDX	2003	2HNYD18833H543764	16v344	Passenger	15v320	Driver
Honda	ACURA MDX	2004	2HNYD18284H512300	16v344	Passenger	15v320	Driver
Honda	ACURA MDX	2004	2HNYD18924H500088	16v344	Passenger	15v320	Driver
Honda	ACURA MDX	2005	2HNYD18905H518803	16v344	Passenger	15v320	Driver
Honda	ACURA MDX	2006	2HNYD18236H532635	16v344	Passenger		
Honda	ACURA RDX	2007	5J8TB18247A022589	16v061	Driver		
Honda	ACURA RL	2005	JH4KB165X5C016187	16v344	Passenger	16v061	Driver
Honda	ACURA RL	2006	JH4KB16566C003874	16v344	Passenger		
Honda	ACURA RL	2006	JH4KB16506C009234	16v344	Passenger	16v061	Driver
Honda	ACURA TL	2010	19UUA9F59AA009024	16v061	Driver		



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Honda	ACURA TL	2010	19UUA8F2XAA005273	16v061	Driver		
Honda	ACURA TSX	2009	JH4CU26689C032570	17v030	Passenger		
Honda	ACURA TSX	2009	JH4CU26679C005487	16v346	Passenger		
Honda	ACURA TSX	2010	JH4CU4F62AC001086	17v030	Passenger		
Honda	CIVIC	2001	1HGEM22921L065662	15v370	Passenger	15v320	Driver
Honda	CIVIC	2006	2HGFG11686H582319	16v346	Passenger		
Honda	CIVIC	2006	1HGFA16836L023193	16v346	Passenger		
Honda	CIVIC	2006	1HGFA16506L145032	16v346	Passenger		
Honda	CIVIC	2006	1HGFA16896L131978	16v346	Passenger		
Honda	CIVIC	2006	1HGFA16866L152318	16v346	Passenger		
Honda	CIVIC	2006	2HGFG12696H522967	16v346	Passenger		
Honda	CIVIC	2006	1HGFA16546L110378	16v346	Passenger		
Honda	CIVIC	2006	1HGFA16826L088312	16v346	Passenger		
Honda	CIVIC	2006	2HGFG12806H527556	16v346	Passenger		
Honda	CIVIC	2006	1HGFA15566L023499	16v346	Passenger		
Honda	CIVIC	2007	2HGFA55587H713230	16v346	Passenger		
Honda	CIVIC	2007	2HGFG12887H544137	16v346	Passenger		
Honda	CIVIC	2007	JHMFA36237S005451	16v346	Passenger		
Honda	CIVIC	2007	2HGFG21577H707390	16v346	Passenger		
Honda	CIVIC	2008	2HGFG21508H705739	16v346	Passenger		
Honda	CIVIC	2008	1HGFA16808L081653	16v346	Passenger		
Honda	CIVIC	2008	2HGFG21508H700590	16v346	Passenger		
Honda	CIVIC	2008	2HGFA16518H339178	16v346	Passenger		
Honda	CIVIC	2008	2HGFG12678H524994	16v346	Passenger		
Honda	CIVIC	2008	2HGFA16578H301468	16v346	Passenger		
Honda	CIVIC	2008	2HGFA55588H710832	16v346	Passenger		
Honda	CIVIC	2008	1HGFA16518L056430	16v346	Passenger		
Honda	CIVIC	2008	2HGFG126X8H535035	16v346	Passenger		
Honda	CIVIC	2008	2HGFA55568H708870	16v346	Passenger		
Honda	CIVIC	2008	2HGFG215X8H703867	16v346	Passenger		
Honda	CIVIC	2009	1HGFA16969L004991	16v346	Passenger		
Honda	CIVIC	2009	JHMFA36289S005349	16v346	Passenger		

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Honda	CIVIC	2009	2HGFA16569H311023	17v030	Passenger		
Honda	CIVIC	2010	2HGFA1F50AH530516	16v346	Passenger		
Honda	CIVIC	2010	2HGFA1F50AH503641	16v346	Passenger		
Honda	CIVIC	2011	2HGFA1F56BH304904	16v346	Passenger		
Honda	CR-V	2006	SHSRD68506U408015	16v344	Passenger		
Honda	CR-V	2007	JHLRE383X7C030594	16v346	Passenger	16v061	Driver
Honda	CR-V	2007	JHLRE48727C038214	17v030	Passenger	16v061	Driver
Honda	CR-V	2007	JHLRE38317C063631	16v346	Passenger	16v061	Driver
Honda	CR-V	2007	JHLRE383X7C049016	16v346	Passenger	16v061	Driver
Honda	CR-V	2008	JHLRE38348C040779	16v346	Passenger	16v061	Driver
Honda	CR-V	2008	3CZRE38528G700811	16v346	Passenger	16v061	Driver
Honda	CR-V	2009	5J6RE38729L013110	16v346	Passenger	16v061	Driver
Honda	CR-V	2010	3CZRE3H3XAG703203	16v061	Driver		
Honda	ELEMENT	2003	5J6YH28533L007254	15v370	Passenger	15v320	Driver
Honda	ELEMENT	2005	5J6YH18615L008229	16v344	Passenger		
Honda	FIT	2008	JHMGD37678S001045	16v344	Passenger		
Honda	FIT	2010	JHMGE8H44AC033362	16v346	Passenger	16v061	Driver
Honda	FIT	2010	JHMGE8G44AC017230	16v346	Passenger	16v061	Driver
Honda	FIT	2012	JHMGE8H55CC008921	17v030	Passenger	16v061	Driver
Honda	FIT	2012	JHMGE8H37CC028733	16v061	Driver		
Honda	INSIGHT	2010	JHMZE2H72AS004223	16v346	Passenger	16v061	Driver
Honda	INSIGHT	2010	JHMZE2H58AS033742	16v346	Passenger	16v061	Driver
Honda	INSIGHT	2010	JHMZE2H5XAS010799	16v346	Passenger	16v061	Driver
Honda	ODYSSEY	2004	5FNRL18614B090179	16v344	Passenger	15v320	Driver
Honda	PILOT	2003	2HKYF18493H578118	15v370	Passenger	15v320	Driver
Honda	PILOT	2003	2HKYF186X3H528118	15v370	Passenger	15v320	Driver
Honda	PILOT	2005	5FNYP18635B015889	16v344	Passenger	15v320	Driver
Honda	PILOT	2006	5FNYP28686B007200	16v344	Passenger		
Honda	PILOT	2006	5FNYP287X6B034018	16v344	Passenger		
Honda	PILOT	2006	5FNYP28616B010133	16v344	Passenger		
Honda	PILOT	2007	5FNYP181X7B023916	16v344	Passenger		
Honda	PILOT	2007	5FNYP28597B007540	16v344	Passenger		

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Honda	PILOT	2007	5FNYF18727B026121	16v344	Passenger	15v320	Driver
Honda	PILOT	2007	5FNYF18177B019919	16v344	Passenger		
Honda	PILOT	2008	5FNYF28698B024235	16v344	Passenger		
Honda	PILOT	2009	5FNYF385X9B008950	16v346	Passenger		
Honda	PILOT	2009	5FNYF38249B023482	16v346	Passenger		
Honda	PILOT	2009	5FNYF38819B023217	16v346	Passenger		
Honda	PILOT	2009	5FNYF48669B045802	17v030	Passenger		
Honda	PILOT	2009	5FNYF38849B016102	16v346	Passenger		
Honda	RAV4	2005	JTEGD20V250078437	15v284	Driver		
Honda	RIDGELINE	2006	2HJYK16246H550460	16v344	Passenger		
Honda	RIDGELINE	2006	2HJYK16466H537582	16v344	Passenger		
Honda	RIDGELINE	2006	2HJYK16516H531049	16v344	Passenger	15v320	Driver
Honda	RIDGELINE	2006	2HJYK164X6H570276	16v344	Passenger		
Honda	RIDGELINE	2007	2HJYK16597H542396	16v344	Passenger	16v061	Driver
Honda	RIDGELINE	2010	5FPYK1F5XAB008123	16v344	Passenger	16v061	Driver
Mazda	MAZDA 6	2003	1YVFP80C835M08276	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2006	1YVHP80D065M47272	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2006	1YVHP82D065M04693	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2006	1YVHP84C165M49355	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2007	JM1GG12L971108760	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2008	1YVHP80C185M37697	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2008	1YVHP80C385M39709	15v382	Driver	16v354	Passenger
Mazda	MAZDA 6	2008	1YVHP80C385M16513	16v354	Passenger		
Mazda	MAZDA 6	2008	1YVHP80C285M15756	16v354	Passenger		
Mazda	MAZDA 6	2009	1YVHP81AX95M22811	17v012	Passenger		
Mazda	MAZDA 6	2010	1YVHZ8BH7A5M58305	16v356	Passenger		
Mazda	MAZDA 6	2011	1YVHZ8CH7B5M25577	16v356	Passenger		
Mazda	MAZDA 6	2011	1YVHZ8BH3B5M08194	16v356	Passenger		
Mazda	MAZDA 6	2011	1YVHZ8BH0B5M09108	16v356	Passenger		
Mazda	MAZDA 6	2012	1YVHZ8DH9C5M18839	17v012	Passenger		
Mazda	MAZDA 6	2012	1YVHZ8DH4C5M15024	17v012	Passenger		
Mazda	MAZDA 6	2012	1YVHZ8DH5C5M37212	17v012	Passenger		

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Mazda	MAZDA CX-7	2007	JM3ER293470104173	16v356	Passenger		
Mazda	MAZDA CX-7	2007	JM3ER293X70139980	16v356	Passenger		
Mazda	MAZDA CX-7	2007	JM3ER293570116963	16v356	Passenger		
Mazda	MAZDA CX-7	2008	JM3ER293280194098	16v356	Passenger		
Mazda	MAZDA CX-7	2008	JM3ER293380188438	16v356	Passenger		
Mazda	MAZDA CX-7	2010	JM3ER2W50A0345628	16v356	Passenger		
Mazda	MAZDA CX-9	2007	JM3TB38C470116892	16v356	Passenger		
Mazda	MAZDA CX-9	2007	JM3TB28Y070100632	16v356	Passenger		
Mazda	MAZDA CX-9	2008	JM3TB28A780160072	16v356	Passenger		
Mazda	MAZDA CX-9	2008	JM3TB38A780143794	16v356	Passenger		
Mazda	MAZDA CX-9	2008	JM3TB28A580152374	16v356	Passenger		
Mazda	MAZDA CX-9	2008	JM3TB38A080123399	16v356	Passenger		
Mazda	MAZDA CX-9	2008	JM3TB38A880124915	16v356	Passenger		
Mazda	MAZDA CX-9	2008	JM3TB28A780148911	16v356	Passenger		
Mazda	MAZDA CX-9	2009	JM3TB28A990179255	17v012	Passenger		
Mazda	MAZDA CX-9	2010	JM3TB2MA2A0200604	16v356	Passenger		
Mazda	MAZDA CX-9	2012	JM3TB2BA9C0363563	17v012	Passenger		
Mazda	MAZDA MPV	2004	JM3LW28A740515739	16v354	Passenger		
Mazda	MAZDA MPV	2004	JM3LW28A640506689	16v354	Passenger		
Mazda	MAZDA MPV	2005	JM3LW28A550532444	16v354	Passenger		
Mazda	MAZDA RX8	2004	JM1FE17N640134794	15v382	Driver	16v354	Passenger
Mazda	MAZDA RX8	2004	JM1FE173140114080	15v382	Driver	16v354	Passenger
Mazda	MAZDA RX8	2005	JM1FE17N050142133	17v011	Passenger		
Mazda	MAZDA RX8	2005	JM1FE17N050153410	15v382	Driver	16v354	Passenger
Mitsubishi	ITSUBISHI RAIDE	2006	1Z7HT38K36S538226	15v313	Driver	16v352	Passenger
Mitsubishi	ITSUBISHI RAIDE	2007	1Z7HC28K97S213561	15v313	Driver	16v352	Passenger
Mitsubishi	ITSUBISHI RAIDE	2007	1Z7HC22K67S124801	15v313	Driver	16v352	Passenger
Nissan	NFINITI FX SERIE	2005	JNRAS08U05X104816	16v349	Passenger		
Nissan	NFINITI FX SERIE	2005	JNRAS08U75X108362	16v349	Passenger		
Nissan	NFINITI FX SERIE	2005	JNRAS08W05X201046	17v028	Passenger		
Nissan	NFINITI FX SERIE	2006	JNRAS08U56X104750	16v349	Passenger		
Nissan	NFINITI FX SERIE	2006	JNRAS08W06X201646	16v349	Passenger		

**WEAVER AIRBAGS IN STOCK****Exhibit F**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Nissan	INFINITI FX SERIE	2008	JNRS08U58X100037	16v349	Passenger		
Nissan	INFINITI I35	2004	JNKDA31A64T206305	15v226	Passenger		
Nissan	INFINITI I35	2004	JNKDA31A24T210349	16v349	Passenger		
Nissan	INFINITI M35	2007	JNKAY01E17M309498	16v349	Passenger		
Nissan	INFINITI M35	2009	JNKCY01F19M851639	17v028	Passenger		
Nissan	INFINITI M45	2006	JNKBY01E96M205327	16v349	Passenger		
Nissan	INFINITI M45	2007	JNKBY01EX7M403352	16v349	Passenger		
Nissan	MAXIMA	2002	JN1DA31D42T404327	15v287	Passenger		
Nissan	MAXIMA	2003	JN1DA31A93T416335	15v287	Passenger		
Nissan	PATHFINDER	2002	JN8DR09Y72W705608	15v287	Passenger		
Nissan	SENTRA	2003	3N1AB51A13L731274	15v287	Passenger		
Nissan	SENTRA	2004	3N1AB51D84L731140	15v287	Passenger		
Nissan	SENTRA	2004	3N1AB51A84L478942	15v287	Passenger		
Nissan	SENTRA	2005	3N1CB51D65L522506	15v287	Passenger		
Nissan	SENTRA	2005	3N1AB51D15L481905	15v287	Passenger		
Nissan	SENTRA	2006	3N1CB51D56L636062	15v287	Passenger		
Nissan	VERSA	2007	3N1BC13E27L418072	16v349	Passenger		
Nissan	VERSA	2007	3N1BC11E57L450176	16v349	Passenger		
Nissan	VERSA	2007	3N1BC13E07L364819	16v349	Passenger		
Nissan	VERSA	2007	3N1BC11E47L445101	16v349	Passenger		
Nissan	VERSA	2008	3N1BC13E38L443175	16v349	Passenger		
Nissan	VERSA	2008	3N1BC13E58L423218	16v349	Passenger		
Nissan	VERSA	2008	3N1BC11EX8L411083	16v349	Passenger		
Nissan	VERSA	2009	3N1BC13E19L414386	17v028	Passenger		
Nissan	VERSA	2009	3N1BC11E79L467533	16v349	Passenger		
Nissan	VERSA	2009	3N1BC13E59L456043	17v028	Passenger		
Subaru	FORESTER	2009	JF2SH64629H725599	16v358	Passenger		
Subaru	FORESTER	2009	JF2SH64609H710373	16v358	Passenger		
Subaru	FORESTER	2010	JF2SH6DC8AH703827	16v358	Passenger		
Subaru	FORESTER	2010	JF2SH6BC9AH801283	16v358	Passenger		
Subaru	FORESTER	2011	JF2SHADC3BH738585	16v358	Passenger		
Subaru	IMPREZA	2005	JF1GD29635G505606	15v323	Passenger		

**WEAVER AIRBAGS IN STOCK****Exhibit F**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Subaru	IMPREZA	2006	JF1GG68636H807294	16v359	Passenger		
Subaru	IMPREZA	2007	JF1GD61627H500025	17v014	Passenger		
Subaru	IMPREZA	2008	JF1GE75658G517115	16v358	Passenger		
Subaru	IMPREZA	2009	JF1GE61679H511182	16v358	Passenger		
Subaru	IMPREZA	2010	JF1GE7G62AG507516	16v358	Passenger		
Subaru	IMPREZA	2010	JF1GE6B65AH512849	16v358	Passenger		
Subaru	IMPREZA	2011	JF1GE6B6XBH514050	16v358	Passenger		
Subaru	LEGACY	2003	4S3BH635637306613	16v358	Passenger		
Subaru	LEGACY	2003	4S3BH675937649491	16v358	Passenger		
Subaru	LEGACY	2005	4S3BL616857207577	15v323	Passenger		
Subaru	LEGACY	2005	4S3BL626457200835	15v323	Passenger		
Subaru	LEGACY	2006	4S4BP67C664349748	15v323	Passenger		
Subaru	LEGACY	2006	4S4BP61C067352586	15v323	Passenger		
Subaru	LEGACY	2007	4S3BL626377209206	15v323	Passenger		
Subaru	LEGACY	2008	4S4BP63C584335185	15v323	Passenger		
Subaru	LEGACY	2009	4S3BL616097232124	17v026	Passenger		
Subaru	LEGACY	2009	4S3BL616397225667	16v358	Passenger		
Subaru	LEGACY	2011	4S4BRBCC9B3395213	16v358	Passenger		
Subaru	LEGACY	2012	4S4BRCACXC3280713	17v014	Passenger		
Toyota	COROLLA	2003	1NXBR32E83Z103748	15v286	Passenger		
Toyota	COROLLA	2005	1NXBR32E15Z510555	15v286	Passenger		
Toyota	COROLLA	2005	1NXBR32E65Z530588	15v286	Passenger		
Toyota	COROLLA	2005	1NXBR32E05Z454737	15v286	Passenger		
Toyota	COROLLA	2007	1NXBR32E67Z899745	15v286	Passenger		
Toyota	COROLLA	2009	JTDBL40E099090567	17v006	Passenger		
Toyota	COROLLA	2009	1NXBU40E49Z020835	16v340	Passenger		
Toyota	COROLLA	2009	1NXBU40E99Z074163	16v340	Passenger		
Toyota	COROLLA	2009	JTDBL40E899055856	16v340	Passenger		
Toyota	COROLLA	2009	JTDBL40E99J014747	16v340	Passenger		
Toyota	COROLLA	2010	2T1BU4EE0AC312271	16v340	Passenger		
Toyota	COROLLA	2010	1NXBU4EE4AZ303278	16v340	Passenger		
Toyota	COROLLA	2010	1NXBU4EE8AZ194808	16v340	Passenger		

**WEAVER AIRBAGS IN STOCK****Exhibit F**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Toyota	COROLLA	2010	JTDBU4EE9AJ063893	16v340	Passenger		
Toyota	COROLLA	2010	2T1BU4EE1AC193985	16v340	Passenger		
Toyota	COROLLA	2010	JTDBU4EE8AJ063285	16v340	Passenger		
Toyota	COROLLA	2011	2T1BU4EE2BC712060	16v340	Passenger		
Toyota	COROLLA	2011	2T1BU4EE7BC665558	16v340	Passenger		
Toyota	COROLLA	2012	2T1BU4EEXCC883382	17v006	Passenger		
Toyota	LEXUS IS250	2006	JTHBK262062002592	16v340	Passenger		
Toyota	LEXUS IS250	2007	JTHBK262372042103	16v340	Passenger		
Toyota	LEXUS IS250	2007	JTHBK262072029194	16v340	Passenger		
Toyota	LEXUS IS250	2007	JTHCK262872016133	16v340	Passenger		
Toyota	LEXUS IS250	2008	JTHBK262582070065	16v340	Passenger		
Toyota	LEXUS IS350	2006	JTHBE262765003504	16v340	Passenger		
Toyota	LEXUS IS350	2006	JTHBE262965008719	16v340	Passenger		
Toyota	LEXUS IS350	2008	JTHBE262485019579	16v340	Passenger		
Toyota	MATRIX	2009	2T1KU40E09C066244	16v340	Passenger		
Toyota	MATRIX	2009	2T1KU40E79C184856	16v340	Passenger		
Toyota	MATRIX	2009	2T1KU40E39C093633	17v006	Passenger		
Toyota	SCION XB	2008	JTLKE50E981057942	16v340	Passenger		
Toyota	SCION XB	2008	JTLKE50E681049796	16v340	Passenger		
Toyota	SEQUOIA	2005	5TDZT38A75S240504	15v286	Passenger		
Toyota	SIENNA	2011	5TDKK3DC3BS145896	16v340	Passenger		
Toyota	SIENNA	2011	5TDYK3DC5BS151886	16v340	Passenger		
Toyota	SIENNA	2011	5TDKA3DC6BS008339	16v340	Passenger		
Toyota	SIENNA	2011	5TDXK3DC9BS089663	16v340	Passenger		
Toyota	SIENNA	2012	5TDKK3DC2CS189258	17v006	Passenger		
Toyota	TUNDRA	2003	5TBRT34183S430579	15v286	Passenger		
Toyota	TUNDRA	2003	5TBRT34153S392969	15v286	Passenger		
Toyota	TUNDRA	2005	5TBJT32185S470034	15v286	Passenger		
Toyota	TUNDRA	2005	5TBBT44125S457710	15v285	Passenger		
Toyota	TUNDRA	2006	5TBET34106S518495	15v286	Passenger		
Toyota	TUNDRA	2006	5TBRT38156S474795	15v286	Passenger		
Toyota	YARIS	2008	JTDJT923785187744	16v340	Passenger		

**WEAVER AIRBAGS IN STOCK****Exhibit F**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Toyota	YARIS	2008	JTDBT923581241165	16v340	Passenger		
Toyota	YARIS	2008	JTDBT923684027252	16v340	Passenger		
Toyota	YARIS	2009	JTDBT903891299131	16v340	Passenger		
VOLKSWAGEN	CC	2009	WVWML73C99E525906	16v078	Driver		
VOLKSWAGEN	CC	2009	WVWML73C19E529691	16v078	Driver		
VOLKSWAGEN	CC	2009	WVWML73C39E526713	16v078	Driver		
VOLKSWAGEN	CC	2009	WVWML73C99E566620	16v078	Driver		
VOLKSWAGEN	CC	2010	WVWML7AN4AE508035	16v078	Driver		
VOLKSWAGEN	CC	2010	WVWNP7AN6AE561585	16v078	Driver		
VOLKSWAGEN	CC	2010	WVWMN7AN5AE566794	16v078	Driver		
VOLKSWAGEN	CC	2011	WVWGU7AN9BE704046	16v078	Driver		
VOLKSWAGEN	CC	2012	WVWMN7ANXCE541845	16v078	Driver		
VOLKSWAGEN	CC	2012	WVWNN7AN4CE520736	16v078	Driver		
VOLKSWAGEN	EOS	2010	WVWBA7AHXAV019503	16v078	Driver		
VOLKSWAGEN	PASSAT	2006	WVWEK73C16P117357	16v079	Driver		
VOLKSWAGEN	PASSAT	2006	WVWAK73C56P042189	16v079	Driver		
VOLKSWAGEN	PASSAT	2006	WVWAK73C86P033826	16v079	Driver		
VOLKSWAGEN	PASSAT	2006	WVWAK73CX6P101477	16v079	Driver		
VOLKSWAGEN	PASSAT	2007	WVWEK73C27P058420	16v079	Driver		
VOLKSWAGEN	PASSAT	2008	WVWJK73C88E043478	16v078	Driver		
VOLKSWAGEN	PASSAT	2010	WVWXK7AN1AE014554	16v078	Driver		
VOLKSWAGEN	PASSAT	2012	1VWBH7A30CC014922	16v078	Driver		
VOLKSWAGEN	PASSAT	2012	1VWAH7A34CC045781	16v078	Driver		
VOLKSWAGEN	PASSAT	2012	1VWCH7A35CC057379	16v078	Driver		
VOLKSWAGEN	PASSAT	2013	1VWAP7A30DC037844	16v078	Driver		



## Exhibit G

Auto Recycler	Year/Make/Model	VIN	Recall	Side
Quarno's Auto Salvage	2001 BMW 325I	WBAAV33491FU83389	14V428	Passenger
Quarno's Auto Salvage	2007 Chrysler 300	2C3KA63H07H764161	15V-313	Driver
Quarno's Auto Salvage	2006 Dodge Durango	1D4HD48N56F167302	15V-313	Driver
Quarno's Auto Salvage	2005 Dodge Magnum	2D4FV48V65H686344	15V-313	Driver
Quarno's Auto Salvage	2007 Dodge Ram 1500	1D7HA16K57J537021	15V-313	Driver
Quarno's Auto Salvage	2005 Dodge Ram 1500	1D7HA18D85S188314	15V-313	Driver
Quarno's Auto Salvage	2005 Dodge Dakota	1D7HE42K45S134585	15V-313	Driver
Quarno's Auto Salvage	2005 Dodge Durango	1D8HB48N85F515161	15V-313	Driver
Quarno's Auto Salvage	2004 Dodge Durango	1D4HD38N34F241811	14V-770 15V-313	Driver
Quarno's Auto Salvage	2003 GM Vibe	5Y2SL62813Z410277	15V286	Passenger
Quarno's Auto Salvage	2003 GM Vibe	5Y2SL62893Z467021	15V286	Passenger
Quarno's Auto Salvage	2001 Honda Accord	1HGCG32511A016112	15V-320	Driver
Quarno's Auto Salvage	2001 Honda Accord	1HGCG16581A003873	15V-320	Driver
Quarno's Auto Salvage	2001 Honda Accord	1HGCG31431A031123	15V-320	Driver
Quarno's Auto Salvage	2002 Honda Civic	1HGEM22942L071254	15V-370 15V-320	Passenger Driver
Quarno's Auto Salvage	2001 Honda Civic	2HGES16511H613381	15V-320	Driver
Quarno's Auto Salvage	2003 Honda CRV	SHSRD78414U240542	15V-370 15V-320	Passenger Driver
Quarno's Auto Salvage	2007 Honda Element	5J6YH18327L010807	15V-320	Driver
Quarno's Auto Salvage	2002 Honda Civic	1HGEM22972L100293	15V-370 15V-320	Passenger Driver
Quarno's Auto Salvage	2004 Mazda 6	1YVFP80D745N81779	15V-869 15V-345 15V-382	Passenger Driver Driver
Quarno's Auto Salvage	2004 Mazda B3000	4F4YR12U24TM04265	15V-346 16V-048	Passenger Driver
Quarno's Auto Salvage	2004 Mazda 6	1YVFP80D545N68352	15V-869 15V-345 15V-382	Passenger Driver Driver
Quarno's Auto Salvage	2007 Mazda 6	1YVHP80C175M16203	15V-869 15V-345 15V-382	Passenger Driver Driver
Quarno's Auto Salvage	2005 Mitsubishi Lancer	JA3AJ26E55U024616	15V321	Passenger

## Exhibit G

Auto Recycler	Year/Make/Model	VIN	Recall	Side
Quarno's Auto Salvage	2002 Nissan Sentra	3N1CB51D82L653402	15V-287	Passenger
Quarno's Auto Salvage	2003 Nissan Sentra	3N1AB51A43L735691	15V-287	Passenger
Quarno's Auto Salvage	2002 Nissan Sentra	3N1AB51D42L709083	15V-287	Passenger
Quarno's Auto Salvage	2002 Nissan Sentra	3N1CB51D12L586416	15V-287	Passenger
Quarno's Auto Salvage	2004 Nissan Sentra	3N1CB51D84L484016	15V-287	Passenger
Quarno's Auto Salvage	2003 Nissan Sentra	3N1CB51D13L706006	15V-287	Passenger
Quarno's Auto Salvage	2003 Nissan Sentra	3N1AB51D63L717428	15V-287	Passenger
Quarno's Auto Salvage	2003 Toyota Sequoia	5TDBT48A03S192218	15V286	Passenger
Quarno's Auto Salvage	2004 Toyota Tundra	5TBRN34144S437816	15V286	Passenger
Rigby's Auto Parts & Sales, Inc.	2005 Pontiac Vibe	5Y2SL63895Z419469	15V286	Passenger
Rigby's Auto Parts & Sales, Inc.	2003 Dodge Ram 1500	1D7HA16N53J506761	15V-312	Passenger
Rigby's Auto Parts & Sales, Inc.	2004 Dodge Ram 1500	1D7HA18N24S694213	14V-770 15V-313	Passenger Driver
Rigby's Auto Parts & Sales, Inc.	2005 Dodge Ram 1500	1D7HA16N85J622295	15V-313	Driver
Rigby's Auto Parts & Sales, Inc.	2005 Dodge Ram 1500	1D7HA18N85S339354	15V-313	Driver
Rigby's Auto Parts & Sales, Inc.	2004 Toyota Matrix	2T1KR32EX4C212456	15V286	Passenger
Rigby's Auto Parts & Sales, Inc.	2003 Honda Civic	JHMES96663S025296	15V-370 15V-320	Passenger Driver
Rigby's Auto Parts & Sales, Inc.	2001 Honda Civic	2HGES16511H573013	15V-370 15V-320	Passenger Driver
Rigby's Auto Parts & Sales, Inc.	2010 Chrysler 300	2C3CA5CV7AH315488	15V-313	Driver
Rigby's Auto Parts & Sales, Inc.	2004 Dodge Ram 1500	1D7HA16K44J130951	14V770 15V313	Passenger Driver
Rigby's Auto Parts & Sales, Inc.	2008 Dodge Ram 1500	1D7HA16KX8J172790	15V-313	Driver
Rigby's Auto Parts & Sales, Inc.	2002 Nissan Pathfinder	JN8DR09X52W665164	15V-287	Passenger
Rigby's Auto Parts & Sales, Inc.	2004 Honda Civic	1HGEM22114L023644	15V-370 15V-320	Passenger Driver
Rigby's Auto Parts & Sales, Inc.	2005 Dodge Ram 1500	1D7HA16N65J510336	14V-770 15V-313	Passenger Driver
Rigby's Auto Parts & Sales, Inc.	2008 Dodge Ram 1500	1D7HA18NX8J114251	15V-313	Driver
Rigby's Auto Parts & Sales, Inc.	2004 Nissan Sentra	3N1CB51D74L888568	15V-287	Passenger
Rigby's Auto Parts & Sales, Inc.	2003 Dodge Ram 1500	1D7HA16D83J681352	15V-312	Passenger
Rigby's Auto Parts & Sales, Inc.	2006 Dodge Dakota	1D7HE48N06S709008	15V-313	Driver

Young's Auto Center Salvage, LP

## Exhibit H

Auto Recycler	Year/Make/Model	VIN	Recall	Side
Young's Auto Center & Salvage	2007 Toyota Corolla	1NXBR32EX7Z881443	15V285	Passenger
Young's Auto Center & Salvage	2003 Dodge Ram 1500	1D7HU18D83S349751	15V-312	Passenger
Young's Auto Center & Salvage	2007 Dodge Ram 1500	1D7HA18DX5J596562	15V-313	Driver
Young's Auto Center & Salvage	2005 Dodge Ram 1500	1D7HA16D55J526146	15V-313	Driver
Young's Auto Center & Salvage	2005 Dodge Ram 1500	1D7HA18D75S239379	15V-313	Driver
Young's Auto Center & Salvage	2005 Dodge Ram 1600	1D7HA18N56S688540	15V-313	Driver
Young's Auto Center & Salvage	2007 Dodge Ram 1500	1D7HU18227J612102	15V-313	Driver
Young's Auto Center & Salvage	2008 Dodge Ram 1500	1D7HA16K98J155480	15V-313	Driver
Young's Auto Center & Salvage	2003 Dodge Ram 1500	1D7HA16K93J533208	15V-313	Driver
Young's Auto Center & Salvage	2008 Dodge Ram 1500	1D7HA18K18J152781	15V-313	Driver
Young's Auto Center & Salvage	2004 Dodge Durango	1D4HB58D94F172633	14V-770 15V-313	Passenger Driver
Young's Auto Center & Salvage	2004 Dodge Durango	1D4HB58DX4F219958	15V-313	Driver
Young's Auto Center & Salvage	2005 Dodge Durango	1D4HD38K35F573495	15V-313	Driver
Young's Auto Center & Salvage	2005 Dodge Durango	1D4HB58D15F587687	15V-313	Driver
Young's Auto Center & Salvage	2004 Dodge Durango	1D4HD48N54F230332	15V-313	Driver
Young's Auto Center & Salvage	2005 Dodge Durango	1D4HB48D95F576723	15V-313	Driver
Young's Auto Center & Salvage	2004 Dodge Durango	1D4HB48N94F209974	15V-313	Driver
Young's Auto Center & Salvage	2005 Dodge Durango	1D4HB48D95F505327	15V-313	Driver
Young's Auto Center & Salvage	2004 Dodge Durango	1D8HB58D24F158121	15V-313	Driver
Young's Auto Center & Salvage	2004 Dodge Durango	1D4HB48D24F195844	15V-313	Driver
Young's Auto Center & Salvage	2004 Dodge Durango	1D4HD48D34F127496	14V-770 15V-313	Passenger Driver
Young's Auto Center & Salvage	2006 Dodge Durango	1D8HB58216F117352	15V-313	Driver
Young's Auto Center & Salvage	2005 Dodge Durango	1D4HD58D55F596550	15V-313	Driver
Young's Auto Center & Salvage	2004 Dodge Durango	1D4HB48D44F192914	14V-770 15V-313	Passenger Driver
Young's Auto Center & Salvage	2004 Dodge Durango	1D4HD48N44F208791	14V-770 15V-313	Passenger Driver
Young's Auto Center & Salvage	2004 Dodge Durango	1D4HB48D44F135256	14V-770 15V-313	Passenger Driver
Young's Auto Center & Salvage	2009 Honda Fit	JHMGE88449S008611	16V-061	Driver
Young's Auto Center & Salvage	2005 Dodge Magnum	2D4FV48V35H587450	15V-313	Driver
Young's Auto Center & Salvage	2007 Dodge Magnum	2D4FV47V47H744228	15V-313	Driver
Young's Auto Center & Salvage	2006 Dodge Magnum	2D4FV47T86H180693	15V-313	Driver

Young's Auto Center &amp; Salvage, LP

Exhibit H

Auto Recycler	Year/Make/Model	VIN	Recall	Side
Young's Auto Center & Salvage	2007 Dodge Magnum	2D4GV57247H891309	15V-313	Driver
Young's Auto Center & Salvage	2006 Dodge Magnum	2D8GV57226H124703	15V-313	Driver
Young's Auto Center & Salvage	2006 Dodge Magnum	2D4GV57206H402189	15V-313	Driver
Young's Auto Center & Salvage	2006 Toyota Matrix	2T1KR32EX6C589176	15V285	Passenger
Young's Auto Center & Salvage	2002 Nissan Maxima	JN1DA31D12T417892	15V-287	Passenger
Young's Auto Center & Salvage	2003 Mazda MZ6	1YVFP80D635M09399	15V-382	Driver
Young's Auto Center & Salvage	2003 Mazda MZ6	1YVFP80C235M25297	15V-869 15V-382	Passenger Driver
Young's Auto Center & Salvage	2008 Mazda M6H	1YVHP84C485M39261	15V-869 15V-382	Passenger Driver
Young's Auto Center & Salvage	2005 Mazda M6H	1YVHP84DX55M17737	15V-869 15V-382	Passenger Driver
Young's Auto Center & Salvage	2005 Mazda RX8	JM1FE17N150154372	15V-382	Driver
Young's Auto Center & Salvage	2003 Honda Odyssey	5FNRL18693B132662	14V-353 15V-320	Passenger Driver
Young's Auto Center & Salvage	2004 Honda Odyssey	5FNRL186X4B086549	15V-320	Driver
Young's Auto Center & Salvage	2002 Honda Odyssey	2HKRL18942H584044	15V-320	Driver
Young's Auto Center & Salvage	2006 VW Passat	WVWEK73C76P048559	16V079	Driver
Young's Auto Center & Salvage	2004 Nissan Sentra	3N1AB51D64L736403	15V-287	Passenger
Young's Auto Center & Salvage	2007 GMC Sierra	1GTHC24K77E603414	15V324	Passenger
Young's Auto Center & Salvage	2004 Toyota Tundra	5TBRT34134S440499	15V286	Passenger
Young's Auto Center & Salvage	2006 Toyota Tundra	5TBJU32166S473691	15V286	Passenger
Young's Auto Center & Salvage	2008 Chrysler 300	2C3KA43R68H230368	15V-313	Driver
Young's Auto Center & Salvage	2009 Chrysler 300	2C3KA53V69H634436	15V-313	Driver
Young's Auto Center & Salvage	2006 Chrysler 300	2C3KA53G46H212694	15V-313	Driver
Young's Auto Center & Salvage	2006 Chrysler 300	2C3KA43R26H362234	15V-313	Driver
Young's Auto Center & Salvage	2005 Chrysler 300	2C3JA53G45H507093	15V-313	Driver
Young's Auto Center & Salvage	2005 Chrysler 300	2C3AA53G95H595266	15V-313	Driver
Young's Auto Center & Salvage	2007 Chrysler 300	2C3KA63H07H811429	15V-313	Driver
Young's Auto Center & Salvage	2005 Chrysler 300	2C3JA63H35H538415	15V-313	Driver
Young's Auto Center & Salvage	2006 Chrysler 300	2C3KA53G36H312835	15V-313	Driver
Young's Auto Center & Salvage	2005 Chrysler 300	2C3JA43R85H130747	15V-313	Driver
Young's Auto Center & Salvage	2006 Chrysler 300	2C3LA63H46H309350	15V-313	Driver
Young's Auto Center & Salvage	2006 Chrysler 300	2C3KA53G66H143264	15V-313	Driver
Young's Auto Center & Salvage	2006 Chrysler 300	2C3KA63H66H441991	15V-313	Driver

Young's Auto Center Salvage, LP

Exhibit H

Auto Recycler	Year/Make/Model	VIN	Recall	Side
Young's Auto Center & Salvage	2006 Chrysler 300	2C3KA53G06H411564	15V-313	Driver
Young's Auto Center & Salvage	2006 Chrysler 300	2C3LA43R96H264421	15V-313	Driver
Young's Auto Center & Salvage	2006 Chrysler 300	2C3LA63H16H240035	15V-313	Driver
Young's Auto Center & Salvage	2008 Chrysler 300	2C3KA53G28H164552	15V-313	Driver
Young's Auto Center & Salvage	2005 Chrysler 300	2C3AK63H75H639504	15V-313	Driver
Young's Auto Center & Salvage	2007 Chrysler 300	2C3KA63H97H767947	15V-313	Driver
Young's Auto Center & Salvage	2006 Chrysler 300	2C3KA63H76H320046	15V-313	Driver
Young's Auto Center & Salvage	2006 Chrysler 300	2C3KA53G16H309240	15V-313	Driver
Young's Auto Center & Salvage	2006 Chrysler 300	2C3KA63H66H225607	15V-313	Driver
Young's Auto Center & Salvage	2007 Chrysler 300	2C3LA53G17H664124	15V-313	Driver
Young's Auto Center & Salvage	2005 Chrysler 300	2C3AA53G95H181632	15V-313	Driver
Young's Auto Center & Salvage	2007 Chrysler 300	2C3KA63H37H774702	15V-313	Driver
Young's Auto Center & Salvage	2007 Chrysler 300	2C3LA63H27H724524	15V-313	Driver
Young's Auto Center & Salvage	2002 Honda Accord	1HGCG56752A177586	15V-320	Driver
Young's Auto Center & Salvage	2003 Honda Accord	1HGCM56663A120279	15V-370 15V-320	Passenger Driver
Young's Auto Center & Salvage	2002 Honda Accord	1HGCG32742A015765	15V-320	Driver
Young's Auto Center & Salvage	2000 BMW 323i	WBAAM3349YCB25016	14V428	Passenger
Young's Auto Center & Salvage	2000 BMW 325i	WBAEV33422KL69468	14V428	Passenger
Young's Auto Center & Salvage	2006 Dodge Charger	2B3KA43G16H283407	15V-313	Driver
Young's Auto Center & Salvage	2010 Dodge Charger	2B3AA4CTXAH258281	15V-313	Driver
Young's Auto Center & Salvage	2006 Dodge Charger	2B3LA43H56H496521	15V-313	Driver
Young's Auto Center & Salvage	2006 Dodge Charger	2B3KA53H16H174329	15V-313	Driver
Young's Auto Center & Salvage	2010 Dodge Charger	2B3CA3CV8AH256095	15V-313	Driver
Young's Auto Center & Salvage	2009 Dodge Charger	2B3KA33V89H595723	15V-313	Driver
Young's Auto Center & Salvage	2006 Dodge Charger	2B3KA53HX6H465041	15V-313	Driver
Young's Auto Center & Salvage	2006 Dodge Charger	2B3KA53H26H223019	15V-313	Driver
Young's Auto Center & Salvage	2007 Dodge Charger	2B3KA53H47H648517	15V-313	Driver
Young's Auto Center & Salvage	2007 Dodge Charger	2B3LA43H67H690461	15V-313	Driver
Young's Auto Center & Salvage	2006 Dodge Charger	2B3KA53H56H191828	15V-313	Driver
Young's Auto Center & Salvage	2007 Dodge Charger	2B3KA43G57H615432	15V-313	Driver
Young's Auto Center & Salvage	2006 Dodge Charger	2B3KA43G86H184731	15V-313	Driver
Young's Auto Center & Salvage	2008 Dodge Charger	2B3KA53H88H106693	15V-313	Driver
Young's Auto Center & Salvage	2006 Dodge Charger	2B3LA53H96H322148	15V-313	Driver
Young's Auto Center & Salvage	2007 Dodge Charger	2B3KA43R77H691350	15V-313	Driver

Young's Auto Center Salvage, LP

## Exhibit H

Auto Recycler	Year/Make/Model	VIN	Recall	Side
Young's Auto Center & Salvage	2003 Honda Civic	1HGEM22903L034350	15V-370 15V-320	Passenger Driver
Young's Auto Center & Salvage	2002 Honda Civic	1HGEM22932L103790	15V-370 15V-320	Passenger Driver
Young's Auto Center & Salvage	2005 Honda Civic	1HGEM21135L035829	15V-370 15V-320	Passenger Driver
Young's Auto Center & Salvage	2002 Honda Civic	1HGEM22052L044002	15V-370 15V-320	Passenger Driver