

# Exhibit 4

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

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**RECYCLER PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL  
OF CLASS SETTLEMENTS WITH BMW, FORD, MAZDA, NISSAN, SUBARU, AND  
TOYOTA, PRELIMINARY CERTIFICATION OF SETTLEMENT CLASSES, AND  
APPROVAL OF CLASS NOTICE  
AND INCORPORATED MEMORANDUM OF LAW**

**PODHURST ORSECK, P.A.**

Peter Prieto (FBN 501492)

Aaron S. Podhurst (FBN 63606)

Matthew P. Weinshall (FBN 84783)

Stephen F. Rosenthal (FBN 131458)

John Gravante (FBN 617113)

Alissa Del Riego (FBN 99742)

SunTrust International Center

One S.E. Third Ave., Suite 2300

Miami, Florida 33131

Phone: (305) 358-2800

Email: [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*

(Additional counsel listed below)

**TABLE OF CONTENTS**

	<b>PAGE</b>
INTRODUCTION .....	1
BACKGROUND AND PROCEDURAL HISTORY .....	2
A.    Factual Background. ....	2
B.    Procedural History. ....	3
C.    Settlement Negotiations. ....	4
TERMS OF THE SETTLEMENTS .....	5
A.    The Settlement Classes. ....	5
B.    Payments By Settling Defendants. ....	6
C.    Enhanced Inflater Recovery Program.....	6
D.    Release .....	7
E.    Notice Program.....	8
F.    Settlement Administration. ....	9
MEMORANDUM OF LAW .....	9
A.    The Legal Standard for Preliminary Approval.....	9
B.    The Settlement Satisfies the Criteria for Preliminary Approval. ....	10
1.    Class Representatives and Settlement Class Counsel Have Adequately Represented the Class. ....	11
2.    The Settlements are the Product of Good-Faith, Informed, and Arm’s-Length Negotiations.....	12
3.    The Settlements Provide Adequate Relief to Class Members. ....	13
(a)    The Costs and Risks of Trial. ....	13
(b)    The Effectiveness of the Distribution of the Settlement Benefits. ....	14
(c)    Service Awards and Attorneys’ Fees. ....	15
(d)    The Settlements Represent the Full Agreements of the Parties. ....	15
4.    The Settlements Treat Class Members Equitably Relative to Each Other. ....	15
C.    Preliminary Certification of the Settlement Classes Is Appropriate.....	15
D.    The Court Should Approve the Proposed Notice Program Because It Is Constitutionally Sound. ....	18

E. The Court Should Schedule a Fairness Hearing.....19  
CONCLUSION .....19



Recycler Plaintiffs respectfully move, under Rule 23 of the Federal Rules of Civil Procedure, for 1) preliminary approval of proposed Settlements with the BMW, Ford, Mazda, Nissan, Subaru, and Toyota Defendants (“Settling Defendants”), 2) preliminary certification of the Classes defined in the Settlements, and 3) approval of the proposed notice to the Classes.<sup>1</sup>

### **INTRODUCTION**

After nearly eight years of litigation, Recycler Plaintiffs and the Settling Defendants have negotiated Settlements that will advance the two main objectives of this litigation: securing compensation for Class Members and mitigating the public-safety hazard posed by defective Takata airbag Inflators remaining in automotive recycler facilities. Given the nature of the relief provided in the Settlements, and to facilitate this resolution, Recycler Plaintiffs’ counsel have agreed to not seek or accept any award of attorneys’ fees in connection with the Settlements.

The proposed Settlements will put an end to the economic-loss claims in this MDL against the Settling Defendants, all of whom previously reached Court-approved settlements resolving the claims of *Consumer* Plaintiffs. The prior settlements, however, did not resolve the claims of the Recycler Plaintiffs, who allege that they suffered economic losses when they purchased Class Vehicles equipped with defective Takata Inflators. Recycler Plaintiffs allege that the prices they paid for Subject Vehicles accounted for functional airbags that could be re-sold; after the defect in Takata Inflators was disclosed and recalls were implemented, however, the airbags could not be re-sold and became worthless. As a result, thousands of dangerous, recalled Takata Inflators are still sitting at Class Members’ facilities across the country.

Over the past several years, some automakers have implemented programs to repurchase or otherwise compensate recyclers in order to dispose of recalled Takata Inflators from Class Members. But these programs have not succeeded in recovering all Takata Inflators in the possession of Class Members. The central feature of the Settlements, therefore, aims to improve the collection of recalled Inflators through an Enhanced Inflator Recovery Program, under which the Settlement Claims Administrator will locate, identify, purchase, recover, and destroy airbag assemblies containing recalled Inflators. Class Members will receive \$69.00 per passenger side Inflator and \$63.25 per driver side Inflator recovered under the Enhanced Inflator Recovery Program, as well as \$17.25 per Inflator for deployed or missing Inflators, which is 15% more than

---

<sup>1</sup> The Settlement Agreements are attached hereto as Exhibits A through F. Capitalized terms not defined herein shall have the same definitions and meanings ascribed to them in the Settlements.

programs preceding the Settlements paid for recalled Inflators.<sup>2</sup> The Settlements also will set up a website to be overseen by the Settlement Claims Administrator, which will facilitate the recovery of Inflators and compensation of Class Members.

The Settlements are fair, reasonable, and adequate. They will provide cash compensation to Class Members and increase public safety by encouraging and incentivizing Class Members to dispose of their Inflators. Additionally, the Classes described in the Settlements satisfy all of the requirements of Rule 23 for settlement purposes. And the Notice Program designed to communicate the Settlements to the Classes far exceeds all applicable requirements of law, including Rule 23 and constitutional due process.

Accordingly, Recycler Plaintiffs seek preliminary approval of the Settlements, certification of the Classes, approval of the Notice Program, and the setting of a schedule for the final approval process. Proposed Preliminary Approval Orders for the Settlements are attached as exhibits to this motion and as Exhibit 7 to each of the Settlement Agreements.

### **BACKGROUND AND PROCEDURAL HISTORY**

#### **A. Factual Background.**

This Court is familiar with the facts giving rise to this litigation. Recycler Plaintiffs reference such facts below to the extent pertinent to the issues raised in this motion.

In late 2014, Consumer and Recycler Plaintiffs, on behalf of themselves and all others similarly situated, sued several automotive companies, including BMW, Ford, Honda, Mazda, Nissan, Subaru, and Toyota (the “Automotive Defendants”), and airbag suppliers Takata Corporation and TK Holdings, Inc. (“Takata”). Similar suits were also brought a few years later against a second group of automakers, Volkswagen, Mercedes-Benz, General Motors and FCA (also “Automotive Defendants”).

Plaintiffs, who purchased vehicles manufactured or sold by the Automotive Defendants, alleged that their vehicles were equipped with defective airbags supplied by Takata. The airbags, Plaintiffs alleged, all share a common, uniform defect: the use of phase-stabilized ammonium nitrate, a volatile and unstable compound, as the propellant in their defectively designed inflators, which are supposed to release gas to inflate an airbag cushion in the milliseconds following a crash.

---

<sup>2</sup> The amounts paid under the BMW program are slightly different, to account for its unique structure, as further explained below.

As a result of this common defect, Takata's airbag inflators have an unreasonably dangerous propensity to rupture and expel debris toward vehicle occupants.

Following numerous field ruptures of Takata's inflators that seriously injured or killed vehicle occupants, the Automotive Defendants began to recall vehicles equipped with such Inflators. On May 18, 2015, Takata entered into a Consent Order with NHTSA that required it to file Defect Information Reports, triggering recalls of almost 34 million inflators. Given the size of the recalls and a shortage of replacement inflators, NHTSA also entered a Coordinated Remedy Order to prioritize which vehicles should be repaired first. Takata's Consent Order has been amended several times, expanding the recall to all inflators with non-desiccated phase-stabilized ammonium-nitrate propellant, which includes approximately 60 million inflators.

Prior to the recalls, Plaintiffs alleged, neither Takata nor the Automotive Defendants disclosed this common defect to Class Members. Instead, they represented that their products were safe. Recycler Plaintiffs alleged that, as a result of the Automotive Defendants' conduct, they overpaid for those vehicles they purchased with defective airbags and did not receive the benefit of their bargain, because the vehicles and airbags were of a lesser standard and quality than represented. Recycler Plaintiffs claim they were unable to sell the airbags they purchased, which became essentially valueless, and that they also suffered economic injury as they incurred additional costs in identifying, storing, maintaining, and/or otherwise disposing of the defective Takata airbags.

**B. Procedural History.**

On October 27, 2014, the first Consumer economic-loss class action relating to the defective Takata inflators, *Craig Dunn, et al. v. Takata Corp., et al.*, No. 1:14-cv-24009 (S.D. Fla.), was filed in this Court. After several additional cases were filed across the country, the Judicial Panel on Multidistrict Litigation created *In re Takata Airbag Products Liability Litigation*, No. 1:15-md-02599-FAM (S.D. Fla.) (MDL 2599) (the "Takata MDL"), before this Court. (ECF No. 1.)

On March 17, 2015, the Court entered an Order Appointing Plaintiffs' Counsel and Setting Schedule, which designated Peter Prieto of Podhurst Orseck, P.A. as Chair Lead Counsel, David Boies of Boies Schiller and Flexner LLP, and Todd A. Smith of Smith Lacienn LLP, as Co-Lead Counsel in the Economic Loss track; Curtis Miner of Colson Hicks Eidson as Lead Counsel for the Personal Injury track; and Roland Tellis of Baron & Budd, P.C., James Cecchi of Carella,

Byrne, Cecchi, Olstein, Brody & Agnello P.C., and Elizabeth Cabraser of Lieff Cabraser Heimann & Bernstein, LLP as Plaintiffs' Steering Committee members. (ECF No. 393 at 4-5.)

In 2017 and 2018, the Consumer Plaintiffs and Settling Defendants reached class settlement agreements, which this Court approved after the dissemination of class notice, full briefing, and hearings. The settlements with the Consumer Plaintiffs have been implemented, providing compensation to the settlement classes and resulting in significant increases in the recall remedy completion rates in Consumer Plaintiffs' vehicles. The settlements with the Consumer Plaintiffs, however, did not resolve the economic loss claims of the Recycler Plaintiffs.

The Recycler Plaintiffs filed their First Amended Consolidated Class Action Complaint against the Automotive Defendants on May 18, 2018. On August 20, 2018, the Automotive Defendants filed multiple Motions to Dismiss. The Court granted in part and denied in part the Motions to Dismiss on March 9, 2021. The Court dismissed the federal RICO and Lanham Act claims, in addition to several state law claims, and allowed several other state law claims to proceed.

On April 24, 2021, the Recycler Plaintiffs filed a Second Amended Class Action Complaint ("SACAC"). The SACAC was corrected on May 7, 2021, and this is the operative pleading for the Recycler Plaintiffs' claims. The Automotive Defendants answered the SACAC on May 21, 2021.<sup>3</sup>

In conjunction with the Consumer Economic Loss Class Actions, substantial discovery has been taken in this litigation. Over one million documents were produced, and more than 100 depositions have been conducted.

### **C. Settlement Negotiations.**

Parallel to the hard-fought litigation track, counsel for Recycler Plaintiffs and Settling Defendants engaged in settlement negotiations. These negotiations began after the settlements with the Consumer Plaintiffs were reached and spanned an extended period of time. During these negotiations, the Parties discussed their relative views of the law and facts and potential relief for the proposed classes and exchanged a series of counterproposals. After numerous phone conferences and exchanges of information, the parties ultimately reached an agreement in principle

---

<sup>3</sup> The operative pleading for Settling Defendant Ford is the Fourth Amended Consolidated Class Action Complaint ("FACCAC") filed in the *Sinclair v. Ford* action. Ford answered the FACCAC on April 9, 2021.

in the fall of 2022. The Parties then negotiated the precise terms of the Settlement Agreements for several months and signed the Settlement Agreements in December 2022 and early 2023. Negotiations between the parties were always adversarial, non-collusive, and at arm's length.

#### **TERMS OF THE SETTLEMENTS**

The terms of the Settlements are detailed in the Agreements, attached hereto as Exhibits A-F. The following is a summary of the material terms of the Settlements.<sup>4</sup>

##### **A. The Settlement Classes.**

Each Class is an opt-out class under Rule 23(b)(3) of the Federal Rules of Civil Procedure. The Classes are defined as:

[A]ll Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) [the Automotive Defendant], their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and [the Automotive Defendant's] Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

Exhibit A (§ II.A.8). To facilitate the identification and notification of the Classes, Recycler Plaintiffs' counsel, with the assistance of Plaintiff Automotive Recycler Association, will provide Settling Defendants with a list of automotive recyclers across the country. Recycler Plaintiffs estimate that there are approximately ten thousand members of the Classes.

"Subject Vehicles" means those vehicles listed on Exhibit 9 to the Settlements that contain or contained Takata phase stabilized ammonium nitrate ("PSAN") inflators in their driver or passenger front airbag that (i) have been recalled, or (ii) contain a desiccant and may be subject to future recall as referenced in the National Highway Traffic Safety Administration's ("NHTSA") Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto, as indicated in Exhibit 10.

---

<sup>4</sup> Because the Settlements are indistinguishable in material respects, Plaintiffs will refer to the Toyota Settlement for ease of reference.

**B. Payments By Settling Defendants.**

The Settlements require each Settling Defendant to pay for all notice and related costs, as directed by the Settlement Notice Administrator. This payment will take into account any other settling Automotive Defendants for common expenses and costs.<sup>5</sup> If the Court does not grant final approval of the Settlements, Settling Defendants will be refunded any remaining portions of these initial payments. In any event, if the initial payment exceeds the total notice cost, Settling Defendants will be refunded the difference.

Settling Defendants will separately pay, on an on-going basis, the costs related to the Enhanced Inflator Recovery Program, as explained below. *See* Exhibit A (§ III.A.3).

**C. Enhanced Inflator Recovery Program.**

The central feature of the Settlements obligates the Settling Defendants to fund an Enhanced Inflator Recovery Program, which will run for two years, aimed at maximizing the removal and destruction of the Inflators. Under the Enhanced Inflator Recovery Program, the Settlement Claims Administrator will locate, identify, purchase, recover, and destroy Inflators in or from Class Members' Subject Vehicles that have been recalled as of the date of this Agreement and have not been previously recovered and purchased by Settling Defendants under a separate program.

Significantly, the Enhanced Inflator Recovery Program will also compensate Class Members for their losses tied to recovered inflators. Settling Defendants are required to pay eligible Class Members \$69.00 for each recovered passenger side inflator and \$63.25 for each recovered driver side inflator. Both payment amounts are 15% more per recovered inflator than prior recovery programs compensated Class Members. In addition, if Class Members' Inflators have deployed or are missing, Settling Defendants will compensate Class Members who provide appropriate verification \$17.25 per Inflator, which is also 15% more per deployed or missing Inflator prior programs paid.<sup>6</sup>

---

<sup>5</sup> Plaintiffs anticipate filing motions for preliminary approval of settlements with two additional automakers in the near future.

<sup>6</sup> Under the BMW program, Class Members will not be required to provide Inflators to the Settlement Claims Administrator for destruction, but instead will certify that the Inflators either are or were in Class Members' possession, and will not be or were not sold and have been or will be destroyed or deployed. BMW will compensate Class Members \$40.25 for each certification of an Inflator in Class Members' Current Inventories and \$28.75 for each certification of an Inflator

The Settlements also call for the creation of a website to be overseen by the Settlement Claims Administrator that will (1) make available information applicable to the Subject Vehicles to Class Members; (2) allow Class Members to upload batches of VINs for batch processing and comparison to a list of VINs maintained by the Settlement Claims Administrator to determine which, if any, Inflators are subject to purchase under the Inflator Recovery Program; (3) direct Class Members to submit claims under the Enhanced Inflator Recovery Program for the purchase of Inflators in Subject Vehicles that have been recalled as of the date of this Agreement or payment for deployed or missing Inflators in Subject Vehicles that have been recalled as of the date of this Agreement; and (4) allow Class Members to submit claims under the Inflator Recovery Program at/after the Effective Date.

#### **D. Release**

Upon entry of final judgment, Class Members agree to give a broad release to the “Released Parties,” defined essentially as the Settling Defendants and their related entities and persons, of all claims “regarding the subject matter of the Actions and/or the subject Inflators,”

arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles’ airbags containing desiccated or non-desiccated driver’s or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged or described in the Actions or any amendments of the Actions.

Exhibit A (§ VII.B). There are two important exceptions carved from the releases: for personal injury and physical property damage claims and for claims against certain “Excluded Parties.”

First, the Settlements provide that “Plaintiffs and Class Members are *not* releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or physical property damage arising from an incident involving a Subject Vehicle (other than to the Subject Vehicle itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.” Exhibit A (§ VII.E).

Second, the Settlements also reserve and do not release claims against “Excluded Parties,” who are defined as Takata (and all related entities and persons) and all other automotive manufacturers and distributors (and all their related entities and persons) that are not part of the Settlements. *See* Exhibit A (§ VII.F.).

---

in Historic Inventories. These amounts are, like the other Settlements, 15% greater than the amounts paid under prior BMW programs.



**E. Notice Program.**

The Settlement contains a robust Notice Program designed to satisfy all applicable laws, including Rule 23 and constitutional due process. Notifying Class Members of the Settlement will be accomplished through a combination of the Direct Mailed Notices, Publication Notice, a Settlement website, and a Long Form Notice. The details of each form of notice are set forth in the Declaration of Jeanne C. Finegan, of Kroll Notice Media Solutions, the proposed Settlement Notice Administrator. *See* Exhibit A, Ex. 11 thereto.

The Settlement Notice Administrator also will provide information pertaining to the Settlements on the Settlement Website. The Settlement Website will inform Class Members of the terms of the Settlement Agreement, their rights, dates and deadlines, and related information. The Settlement Website will include, in .pdf format, materials agreed upon by the Parties and/or required by the Court, including the Registration/Claim Form.

Class Members will also receive Direct Mailed Notice, substantially in the form attached as Exhibit 2 to the Settlement Agreements, by U.S. Mail. The Direct Mailed Notice informs potential Class Members of the various ways they can obtain the Long Form Notice (via the Settlement Website, mail, or a toll-free telephone number), and the general structure of the Settlement. The Settlement Notice Administrator must also re-mail any Direct Mailed Notices returned by the U.S. Postal Service with a forwarding address, and, for returned mail without a forwarding address, research better addresses and promptly re-mail copies of the applicable notice to any better addresses.

The Settlement Notice Administrator will also establish a toll-free telephone number that will provide settlement-related information to Class Members using an Interactive Voice Response system, with an option to speak with live operators.

The Long Form Notice, attached as Exhibit 6 to the Settlement Agreement, will advise Class Members of the general terms of the applicable Settlement, including information on the identity of Class Members, the relief to be provided, and what claims are to be released; and will notify them of and explain their rights to opt out of or object to the Settlement.

To comply with the Class Action Fairness Act, the Settlement Notice Administrator will also send to each appropriate State and Federal official the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms. The identities of such officials and the content of the materials will be mutually agreeable to the Parties, through their respective counsel.



**F. Settlement Administration.**

The Settlement Claims Administrator is charged with administering all aspects of the Settlement, with the exception of the Notice Program, which the Settlement Notice Administrator will handle. The Parties agree that Rebuilders Automotive Supply, Inc. (“RAS”), a company that specializes in working with the Recycler industry, should also serve as Settlement Claims Administrator, subject to the Court’s approval, for this Settlement. RAS’s responsibilities will include overseeing and administering the Enhanced Inflater Recovery Program, a function which requires the exercise of discretion, to determine the reasonableness and eligibility of Class Members’ claims and to deny any fraudulent claims.<sup>7</sup>

**K. Attorneys’ Fees and Expenses.**

Settlement Class Counsel will not seek or accept an award of attorneys’ fees in connection with this Settlements. Settlement Class Counsel will request, however, reimbursement of a limited set of expenses, not to exceed \$214,937 in total, incurred litigating the Recycler Plaintiffs’ claims, such as travel expenses, expert costs, and expenses associated with collecting and providing the list of Class Members for Class Notice.

**MEMORANDUM OF LAW**

**A. The Legal Standard for Preliminary Approval.**

Rule 23(e) requires judicial approval for the compromise of claims brought on a class basis. “Although class action settlements require court approval, such approval is committed to the sound discretion of the district court.” *In re U.S. Oil and Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992). In exercising that discretion, courts are mindful of the “strong judicial policy favoring settlement as well as by the realization that compromise is the essence of settlement.” *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). The policy favoring settlement is especially relevant in class actions and other complex matters, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See, e.g., Ass’n for Disabled Americans, Inc. v. Amoco Oil Co.*, 211 F.R.D. 457, 466 (S.D. Fla. 2002) (“There is an overriding public interest in favor of settlement, particularly in class actions that have the well-deserved reputation as being most complex.”) (citing *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977)); *see also* 4 NEWBERG ON CLASS ACTIONS § 11.41 (4th ed. 2002) (citing cases).

---

<sup>7</sup> BMW’s program will be administered by Car-Part.com.

The purpose of preliminary evaluation of proposed class-action settlements is to determine whether the settlement is within the “range of reasonableness.” 4 NEWBERG § 11.26; *Almanazar*, 2015 WL 10857401, at \*1. “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Smith v. Wm. Wrigley Jr. Co.*, No. 09-cv-60646, 2010 WL 2401149, at \*2 (S.D. Fla. June 15, 2010). “Settlement negotiations that involve arm’s length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness.” *Almanazar*, 2015 WL 10857401, at \*1. See MANUAL FOR COMPLEX LITIGATION, Third, § 30.42 (West 1995) (“A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm’s-length negotiations between experienced, capable counsel after meaningful discovery.”) (quotation omitted).

When determining whether a settlement is ultimately fair, adequate, and reasonable, recently amended Rule 23(e)(2) instructs courts to consider whether: (1) “the class representatives and class counsel have adequately represented the class; [(2)] the proposal was negotiated at arm’s length; [(3)] the relief provided for the class is adequate[;] and [(4)] the proposal treats Class Members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2); *In re Payment Card Interchange Fee & Merchant Discount Antitrust Litig.*, 330 F.R.D. 11, 29 (E.D.N.Y. 2019). Additionally, courts in this Circuit have looked to: “(1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved.” *Bennett*, 737 F.2d at 986; see, e.g., *Smith*, 2010 WL 2401149, at \*2. All of these factors support preliminary approval of the settlement.

Neither formal notice nor a hearing is required at the preliminary approval stage; the Court may grant such relief upon an informal application by the Parties and may conduct any hearing in court or in chambers, at the Court’s discretion. See MANUAL FOR COMPL. LITIG. § 13.14.

#### **B. The Settlement Satisfies the Criteria for Preliminary Approval.**

Each of the relevant Rule 23(e)(2) factors weighs in favor of Preliminary Approval of the Settlements. First, Class Representatives and Settlement Class Counsel have adequately represented the Class. Fed. R. Civ. P. 23(e)(2)(A). Second, the Settlements were reached in the absence of collusion and are the product of good-faith, informed, and arm’s-length negotiations

by competent counsel in a vigorously contested case. Fed. R. Civ. P. 23(e)(2)(B). Third, the relief the Settlements offer is more than adequate, considering the costs, risks, and delay associated with trial as well as appeal, the relief provided to the Class, and the absence of attorneys' fees sought. Fed. R. Civ. P. 23(e)(2)(C).<sup>8</sup> Fourth, the Settlements treat all Class Members equitably relative to each other. Fed. R. Civ. P. 23(e)(2)(D).

Any settlement requires the parties to balance the merits of the claims and defenses asserted against the attendant risks of continued litigation and delay. Recycler Plaintiffs maintain that the claims asserted are meritorious, that any motion for class certification would prove successful, and that Recycler Plaintiffs would prevail if this matter proceeded to trial. Settling Defendants, however, maintain that Recycler Plaintiffs' claims are unfounded and cannot be maintained as a class action. Settling Defendants deny any potential liability and have shown a willingness to litigate Recycler Plaintiffs' claims vigorously and zealously.

The Parties have concluded that the benefits of settlement in this case outweigh the risks attendant to continued litigation, which include, but are not limited to, the time and expenses associated with proceeding to trial, the time and expenses associated with appellate review, and the countless uncertainties of litigation, particularly in the context of a large and complex multi-district litigation.

**1. Class Representatives and Settlement Class Counsel Have Adequately Represented the Class.**

Recycler Plaintiffs' interests are aligned and coextensive with those of absent Class Members. Recycler Plaintiffs were subjected to the same alleged conduct by the Settling Defendants and suffered the same alleged injuries as absent Class Members. More importantly, absent Class Members will equally benefit from the relief provided by the Settlements.

Settlement Class Counsel also has adequately represented the Class in this litigation and the Settlements. Counsel for each party is particularly experienced in the litigation, certification, trial, and settlement of nationwide class action cases. Counsel zealously represented their clients' interests through protracted litigation before this Court for well over eight years.

---

<sup>8</sup> There are no agreements by the Parties that are not reflected in the Settlement. *See* Fed. R. Civ. P. 23(e)(2)(c)(iv).

Moreover, in evaluating Class Representatives' and Settlement Class Counsel's adequacy, courts consider whether Settlement Class Counsel and Recycler Plaintiffs "had an adequate information base" before negotiating and entering into the settlement. *See* Rule 23(e)(2)(A) advisory committee's note to 2018 amendment. Courts thus consider the stage of proceedings at which settlement is achieved "to ensure that Plaintiffs had access to sufficient information to adequately evaluate the merits of the case and weigh the benefits of settlement against further litigation." *Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1324 (S.D. Fla. 2005).

In negotiating this Settlement in particular, Settlement Class Counsel had the benefit of years of experience and a familiarity with the facts of this Action, as well as with other cases involving similar claims. Settlement Class Counsel conducted a thorough investigation and analysis of Recycler Plaintiffs' claims and Settling Defendants' defenses and engaged in extensive formal discovery in connection with the Consumer Plaintiffs' actions, which is equally relevant here. Settlement Class Counsel's review of that extensive discovery enabled them to gain an understanding of the evidence related to central questions in the case and prepared counsel for well-informed settlement negotiations. *See Francisco v. Numismatic Guaranty Corp. of America*, No. 06-61677-CIV, 2008 WL 649124, at \*11 (S.D. Fla. Jan. 31, 2008) (stating that "Class Counsel had sufficient information to adequately evaluate the merits of the case and weigh the benefits against further litigation" where counsel conducted two Rule 30(b)(6) depositions and obtained "thousands" of pages of documentary discovery).

**2. The Settlements are the Product of Good-Faith, Informed, and Arm's-Length Negotiations.**

Rule 23(e)(2)(B) requires courts to consider whether "the proposal was negotiated at arm's length." And courts have noted that a class-action settlement should be approved so long as a district court finds that "the settlement is fair, adequate and reasonable and is not the product of collusion between the parties." *Cotton*, 559 F.2d at 1330; *see also Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 318-19 (S.D. Fla. 2005) (approving class settlement where the "benefits conferred upon the Class are substantial, and are the result of informed, arms-length negotiations by experienced Class Counsel").

The Settlements are the result of intensive, arm's-length negotiations between experienced attorneys who are familiar with class-action litigation and with the legal and factual issues of this case. The Parties engaged in extensive, adversarial negotiations for an extended period of time,

exchanging countless proposals while the litigation continued on a parallel track. These negotiations were conducted in the absence of collusion.

### **3. The Settlements Provide Adequate Relief to Class Members.**

Rule 23(e)(2)(C)(i) instructs courts to consider whether the costs, risks, and delay of trial and appeal militate toward a finding that a settlement provides adequate relief to the class. When evaluating “the terms of the compromise in relation to the likely benefits of a successful trial . . . the trial court is entitled to rely upon the judgment of experienced counsel for the parties.” *Cotton*, 559 F.2d at 1330. “Indeed, the trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of counsel.” *Id.*

Courts have determined that settlements may be reasonable even where plaintiffs recover only part of their actual losses. *See Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988) (“[T]he fact that a proposed settlement amounts to only a fraction of the potential recovery does not mean the settlement is unfair or inadequate.”). “The existence of strong defenses to the claims presented makes the possibility of a low recovery quite reasonable.” *Lipuma*, 406 F. Supp. 2d at 1323.

The monetary benefits of the Settlements are substantial and more than adequate. Settlement Class Counsel have a thorough understanding of the practical and legal issues that Recycler Plaintiffs would continue to face litigating these claims against Settling Defendants, including class certification and summary judgment. The Enhanced Inflater Recovery Program, which obligates the Settling Defendants to buy back recalled inflators for the next two years at prices 15% higher than prior programs, is an outstanding result given the complexity of the Action and the significant barriers that stand between the present juncture of the litigation and final judgment: *Daubert* challenges to damage experts’ methodologies; class certification; interlocutory Rule 23(f) appeal of class certification; motions for summary judgment; trial; and post-trial appeals.

#### **(a) The Costs and Risks of Trial.**

While Recycler Plaintiffs and Settlement Class Counsel are confident in the strength of their case, they are also pragmatic in their awareness of the various defenses available to Settling Defendants, as well as the risks inherent to litigation. Settling Defendants have claimed that Recycler Plaintiffs will be unable to prove Settling Defendants’ knowledge of the defect. Settling Defendants have also claimed that they were deceived by Takata as to the safety of its inflators,

and Takata Corporation has pleaded guilty to a count of wire fraud based on fraudulent testing results provided to certain automakers. Settling Defendants have argued that these charges, which portray automotive companies as “victims” and that Automotive Defendants have previously described as a “game changer,” absolve Settling Defendants of any liability.

Earlier inflator repurchase programs also pose a challenge to Recycler Plaintiffs’ damages. Settling Defendants will argue that their repurchase programs mitigated or eliminated any damages that Recycler Plaintiffs suffered. In addition, Settling Defendants would assert numerous arguments against certification of all or parts of the Class. And even if Recycler Plaintiffs were successful, Settling Defendants would inevitably seek interlocutory review of class certification rulings via Rule 23(f) in the Court of Appeals, delaying the progress towards trial and any recovery for the Class.

The success of Recycler Plaintiffs’ claims in future litigation turns on these and other questions that are certain to arise in the context of motions for summary judgment and at trial. Protracted litigation carries inherent risks that would necessarily have delayed and endangered Class Members’ monetary recovery. Even if Recycler Plaintiffs prevailed at trial against Settling Defendants, any recovery could be delayed for years by an appeal. *See Lipuma*, 406 F. Supp. 2d at 1322 (likelihood that appellate proceedings could delay class recovery “strongly favor[s]” approval of a settlement).

The Settlements provide substantial, immediate relief to Class Members and address a national public-safety hazard without further delay. The Settlements will enhance the incentive for Class Members to locate and remove defective inflators from circulation and provide monetary benefits to the Class Members far sooner than a litigated outcome. Under the circumstances, Recycler Plaintiffs and Settlement Class Counsel appropriately determined that the Settlements reached with Settling Defendants outweigh the risks of continued litigation.

**(b) The Effectiveness of the Distribution of the Settlement Benefits.**

The Settlements distribute payments to Class Members for each recalled inflator that is recovered. This method of distribution ensures that benefits of the Settlements are provided directly to Class Members and ties such benefits to the removal of dangerous inflators from the

resale market, improving public safety. The distribution of Settlement benefits is thus both effective and reasonable.

**(c) Service Awards and Attorneys' Fees.**

Given the nature of the relief negotiated in the Settlements, and to facilitate the resolution, Settlement Class Counsel agreed to not request or accept an award of attorneys' fees from the Settlements. The Settlements, however, do permit Settlement Class Counsel to request, and Settling Defendants have agreed not to oppose, reimbursement of expenses incurred litigating Recycler Plaintiff claims, not to exceed \$214,937 in total.<sup>9</sup> The Eleventh Circuit's decision in *Johnson v. NPAS Sols., LLC*, 975 F.3d 1244 (11th Cir. 2020), prevents Recycler Plaintiffs from receiving typical service or incentive awards, which had been previously permitted.

**(d) The Settlements Represent the Full Agreements of the Parties.**

There is no other agreement between the parties that is required to be identified by Rule 23(e)(3) or any agreement made in connection with the Settlements that is not part of the Settlements. The Court can, therefore, determine the fairness and adequacy of the Parties' proposal for settlement by looking solely to the Settlements.

**4. The Settlements Treat Class Members Equitably Relative to Each Other.**

The Settlements treat all Class Members equitably. Rule 23(e)(2)(D) considers "whether the apportionment of relief among Class Members take[s] appropriate account of differences among their claims," *see* Rule 23(e)(2)(D) advisory committee's note to 2018 amendment, which the Settlements do. The payments each Class Member will receive are based on the inflators that each Class Member identifies and provides to the Enhanced Inflator Recovery Program. Thus, payments will be made in direct proportion to the number of inflators each Class Member possess and returns. As the claims of all Class Members are otherwise identical and arise from the same conduct, there are no other pertinent differences for which to account.

**C. Preliminary Certification of the Settlement Classes Is Appropriate.**

For settlement purposes only, Recycler Plaintiffs respectfully request that the Court certify the Settlement Classes defined above and in the Agreements. "A class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue." *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (quotation

---

<sup>9</sup> This total has been divided among the separate Settlements, with each Defendant agreeing to not oppose reimbursement of \$26,867.25 in costs and expenses. *See* Ex. A (§ VIII.C).



omitted). “Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

Preliminary certification of nationwide Classes for settlement purposes permits notice of the proposed Settlements to issue to the Classes to inform Class Members of the existence and terms of the proposed Settlements, of their right to be heard on the Settlements’ fairness, of their right to opt out, and of the date, time, and place of the fairness hearing. *See* MANUAL FOR COMPL. LITIG., §§ 21.632, 21.633. For purposes of these Settlements only, Settling Defendants do not oppose class certification. For the reasons set forth below, certification is appropriate under Rules 23(a) and (b)(3).

Certification under Rule 23(a) requires that (1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class, and (4) the representative parties will fairly and adequately protect the interests of the class. Under Rule 23(b)(3), certification is appropriate if the questions of law or fact common to the members of the class predominate over individual issues of law or fact and if a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

The numerosity requirement of Rule 23(a) is satisfied because the Settlement Class consists of approximately ten thousand automotive recyclers throughout the United States, and joinder of all such entities is impracticable. *See* Fed. R. Civ. P. 23(a)(1); *Kilgo v. Bowman Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members “from a wide geographical area”).

“[C]ommonality requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (quotation omitted); *see also Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 313 (S.D. Fla. 2001) (same). Here, the commonality requirement is satisfied because there are many questions of law and fact common to the Settlement Classes that center on Settling Defendants’ conduct in manufacturing and selling vehicles equipped with defective Takata airbags while representing that those vehicles were safe and contained functioning airbags, as alleged in the operative complaints. *See In re Checking Account Overdraft Litig.*, 275 F.R.D. 666 (S.D. Fla. 2011).



For similar reasons, Recycler Plaintiffs' claims are reasonably coextensive with those of the absent Class Members, such that the Rule 23(a)(3) typicality requirement is satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984) (typicality satisfied where claims "arise from the same event or pattern or practice and are based on the same legal theory"); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they "possess the same interest and suffer the same injury as the class members"). Recycler Plaintiffs are typical of absent Class Members because they were subjected to the same conduct and claim to have suffered from the same injuries, and because they will equally benefit from the relief provided by the Settlements.

Recycler Plaintiffs also satisfy the adequacy-of-representation requirement. Adequacy under Rule 23(a)(4) relates to (1) whether the proposed class representatives have interests antagonistic to the class; and (2) whether the proposed class counsel has the competence to undertake this litigation. *Fabricant*, 202 F.R.D. at 314. The determinative factor "is the forthrightness and vigor with which the representative party can be expected to assert and defend the interests of the members of the class." *Lyons v. Georgia-Pacific Corp. Salaried Emp. Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000) (quotation omitted). Recycler Plaintiffs' interests are coextensive with, and not antagonistic to, the interests of the Class, because Recycler Plaintiffs and absent Class Members have an equally great interest in the relief offered by the Settlements, and absent Class Members have no diverging interests. Further, Recycler Plaintiffs are represented by qualified and competent counsel with extensive experience and expertise prosecuting complex class actions. Settlement Class Counsel have devoted substantial time and resources to vigorous litigation of this action from inception through the date of the Settlements.

"Predominance" under Rule 23(b)(3) requires that "[c]ommon issues of fact and law . . . ha[ve] a direct impact on every class member's effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member." *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*, 601 F.3d 1159, 1170 (11th Cir. 2010) (quotation omitted). Recycler Plaintiffs satisfy the predominance requirement because liability questions common to all Class Members substantially outweigh any possible issues that are individual to each Settlement Class Member. The salient evidence necessary to establish Recycler Plaintiffs' claims is common to both the Class Representatives and all members of the Class—they would all seek to prove that Settling Defendants' vehicles have common defects

and that Settling Defendants' conduct was wrongful. And the evidentiary presentation changes little if there are 5 Class members or 10,000: in either instance, Recycler Plaintiffs would present the same evidence of Settling Defendants' marketing and representations, and the same evidence of the Subject Vehicles' alleged defects. *Klay v. Humana, Inc.*, 382 F.3d 1241, 1255 (11th Cir. 2004) (“[I]f common issues truly predominate over individualized issues in a lawsuit, then ‘the addition or subtraction of any of the plaintiffs to or from the class [should not] have a substantial effect on the substance or quantity of evidence offered.’”) (quoting *Alabama v. Blue Bird Body Co.*, 573 F.2d 309, 322 (5th Cir. 1978)).

Furthermore, resolution of thousands of claims in one action is far superior to individual lawsuits, because it promotes consistency and efficiency of adjudication. *See* Fed. R. Civ. P. 23(b)(3). For these reasons, the Court should certify the Classes defined in the Settlements.

**D. The Court Should Approve the Proposed Notice Program Because It Is Constitutionally Sound.**

“Rule 23(e)(1)(B) requires the court to direct notice in a reasonable manner to all class members who would be bound by a proposed settlement, voluntary dismissal, or compromise regardless of whether the class was certified under Rule 23(b)(1), (b)(2), or (b)(3).” MANUAL FOR COMPL. LITIG., § 21.312 (quotation omitted). The best practicable notice is that which is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). To satisfy this standard, “[n]ot only must the substantive claims be adequately described but the notice must also contain information reasonably necessary to make a decision to remain a class member and be bound by the final judgment or opt out of the action.” *Twigg v. Sears, Roebuck & Co.*, 153 F.3d 1222, 1227 (11th Cir. 1998) (quotation omitted); *see also* MANUAL FOR COMPL. LITIG., § 21.312 (listing relevant information).

The proposed Notice Program satisfies all of these criteria. As recited in the Settlements and above, the Notice Program will inform Class Members of the substantive terms of the Settlements, will advise Class Members of their options for opting-out or objecting to the Settlements, and will direct them where to obtain additional information about the Settlements. Moreover, the Notice Program was designed and is being implemented by one of the most respected Notice experts in the country, Jeanne C. Finegan of Kroll Notice Media.

In the Declaration of Jeanne C. Finegan in Connection with Preliminary Approval of Settlement, attached as Exhibit 11 to the Settlement Agreement, Ms. Finegan provides detailed information about the design and scope of the Notice Program, which Kroll Notice Media will administer. As Ms. Finegan states, the program is “designed to inform Class Members about the proposed class action settlement between Plaintiffs and Defendants as described in the Settlement Agreement.” Exhibit 1, Ex. 11 thereto, p. 1. Among other things, the program includes direct mail, which is estimated to reach at least 90% of Class Members residing in the United States (*id.*, p.2). Such a program is designed to exceed the requirements of constitutional due process. *Id.*

Therefore, the Court should approve the Notice Program and the form and content of the Notices appended as Exhibits 2, 6, and 8 of the Settlement Agreements.

**E. The Court Should Schedule a Fairness Hearing.**

The last step in the Settlement-approval process is a Fairness Hearing, at which the Court will hear all evidence and argument necessary to make its final evaluation of the Settlements. Proponents of the Settlements may explain the terms and conditions of the Settlements and offer argument in support of final approval. The Court will determine at or after the Fairness Hearing whether the Settlements should be approved; and whether to enter a final order and judgment under Rule 23(e).

Subject to the date the Court issues the preliminary approval order and the convenience of the Court, Recycler Plaintiffs request that the Court schedule the Fairness Hearing for a full day as follows:

<u>Date of the Preliminary Approval Order</u>	<u>Fairness Hearing During the Week of</u>
March 31, 2023	October 23, 2023
April 14, 2023	November 6, 2023

Recycler Plaintiffs will file their motion for final approval of the Settlements no later than 45 days prior to the Fairness Hearing.

**CONCLUSION**

For the foregoing reasons, Recycler Plaintiffs respectfully request that the Court enter an Order that:

1. Grants preliminary approval to the Settlements;

2. Preliminarily certifies the proposed Classes defined in the Settlements pursuant to Rule 23(b)(3) and (e), for settlement purposes only, and appoints the following as Class Representatives for the Recycler Class: 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.; Quartno's Auto Salvage; and Young's Auto Center and Salvage, LP.
3. Approves (a) the Notice Program set forth in the Settlements, (b) the form and content of the Notice as set forth in the forms attached to the Settlements as Exhibits 2, 6, 8 thereto, and (c) the Registration/Claim Form attached as Exhibit 12 thereto and directs the implementation of the Notice Program in accordance with the Settlement Agreements;
4. Preliminarily approves Kroll Notice Media as the Settlement Notice Administrator;
5. Preliminarily approves RAS and Car-Part as the Settlement Claims Administrators;
6. Requires Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Agreement and Long Form Notice and that a failure to do so shall bind those Class Members who remain in the Class;
7. Requires Class Members who wish to object to this Agreement to submit an appropriate and timely written objection as directed in this Agreement and Long Form Notice;
8. Requires Class Members who wish to appear to at the Fairness Hearing to submit an appropriate and timely written statement as directed in the Agreement and Long Form Notice;
9. Requires attorneys representing Class Members who wish to object to this Agreement to file a notice of appearance as directed in this Agreement and Long Form Notice;
10. Issues a preliminary injunction and stay all other Actions in the Takata MDL as to BMW, Ford, Mazda, Nissan, Subaru, and Toyota pending final approval by the Court;
11. Issues a preliminary injunction enjoining potential Class Members, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, from instituting or prosecuting any action or proceeding that may be released pursuant to this Settlement, including those Class Members seeking to opt out, pending the Court's determination of whether the Settlement should be given final approval, except for proceedings in this Court to determine whether the Settlement will be given final approval;
12. Appoints as Settlement Class Counsel the law firms listed in the Settlement Agreements (e.g., Exhibit A, § I.A.42);
13. Schedules a Fairness Hearing during the week of October 23, 2022, subject to the Court's availability and convenience and the date of Preliminary Approval; and

14. Addresses the other related matters pertinent to the preliminary approval of the Settlements.

Dated: March 22, 2023

Respectfully submitted,

**PODHURST ORSECK, P.A.**

/s/ Peter Prieto

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)

SunTrust International Center

One S.E. Third Ave., Suite 2300

Miami, Florida 33131

Phone: (305) 358-2800

Fax: (305) 358-2382

Email: [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><i>Plaintiffs' Personal Injury Track Lead Counsel</i></p>	<p><b>SMITH LACIEN LLP</b>                  Todd A. Smith                  tsmith@smithlancien.com                  70 W Madison St Suite 2250,                  Chicago, IL 60602                  (312) 815-6455</p> <p><i>Plaintiffs' Economic Damages Track Co-Lead Counsel</i></p>
<p><b>BOIES, SCHILLER &amp; FLEXNER LLP</b>                  David Boies, Esq.                  Motty Shulman (Fla Bar. No. 175056)                  333 Main Street                  Armonk, NY 10504                  Tel: (914) 749-8200                  Fax: (914) 749-8300                  Email: <a href="mailto:dboies@bsfllp.com">dboies@bsfllp.com</a>  <a href="mailto:mshulman@bsfllp.com">mshulman@bsfllp.com</a></p> <p>Stephen N. Zack (Fla. Bar No. 145215)                  Mark J. Heise (Fla. Bar No. 771090)                  100 Southeast 2nd Street, Suite 2800                  Miami, FL 33131                  Tel: (305) 539-8400                  Fax: (305) 539-1307                  Email: <a href="mailto:szack@bsfllp.com">szack@bsfllp.com</a>  <a href="mailto:mheise@bsfllp.com">mheise@bsfllp.com</a></p> <p>Richard B. Drubel                  Jonathan R. Voegele                  26 South Main Street                  Hanover, NH 03755                  Tel: (603) 643-9090                  Fax: (603) 643-9010                  Email: <a href="mailto:rdrubel@bsfllp.com">rdrubel@bsfllp.com</a>  <a href="mailto:jvoegele@bsfllp.com">jvoegele@bsfllp.com</a></p> <p><i>Plaintiffs' Economic Damages Track Co-Lead Counsel</i></p>	<p><b>LIEFF CABRASER HEIMANN &amp; BERNSTEIN LLP</b>                  Elizabeth Cabraser  <a href="mailto:ecabraser@lchb.com">ecabraser@lchb.com</a>                  Phong-Chau Gia Nguyen  <a href="mailto:pnguyen@lchb.com">pnguyen@lchb.com</a>                  275 Battery St., Suite 3000                  San Francisco, CA 94111-3339                  T: 415-956-1000</p> <p>David Stelling                  250 Hudson Street, 8th Floor                  New York, NY 10012                  212-355-9500  <a href="mailto:dstellings@lchb.com">dstellings@lchb.com</a></p> <p><i>Plaintiffs' Steering Committee</i></p>

<p><b>CARELLA BYRNE CECCHI OLSTEIN BRODY &amp; AGNELLO, PC</b> James E. Cecchi <a href="mailto:jcecchi@carellabyrne.com">jcecchi@carellabyrne.com</a> 5 Becker Farm Road Roseland, NJ 07068-1739 T: 973 994-1700 f: 973 994-1744</p> <p><i>Plaintiffs' Steering Committee</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><i>Plaintiffs' Steering Committee</i></p>
---	---

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed via CM/ECF and served on all counsel of record via electronic notices generated by CM/ECF on March 22, 2023.

By: /s/ Peter Prieto  
Peter Prieto

**EXHIBIT A**



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

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

MDL No. 2599

Master File No. 15-MD-02599-FAM

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

**SETTLEMENT AGREEMENT**

---

**Table of Contents**

	<b>Page</b>
I. PROCEDURAL HISTORY.....	2
II. DEFINITIONS.....	5
III. SETTLEMENT RELIEF .....	12
IV. NOTICE TO THE CLASS .....	16
V. REQUESTS FOR EXCLUSION.....	20
VI. OBJECTIONS TO SETTLEMENT .....	21
VII. RELEASE AND WAIVER .....	23
VIII. ATTORNEYS’ FEES AND EXPENSES AND INDIVIDUAL PLAINTIFF AWARDS	28
IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS.....	29
X. MODIFICATION OR TERMINATION OF THIS AGREEMENT .....	322
XI. GENERAL MATTERS AND RESERVATIONS.....	35

**TABLE OF EXHIBITS**

<b><u>Document</u></b>	<b><u>Exhibit Number</u></b>
List of Actions in the <i>Takata</i> MDL.....	1
Direct Mailed Notice.....	2
National Highway Traffic Safety Administration’s (“NHTSA”) Third Amendment to the Coordinated Remedy Order, dated December 9, 2016 .....	3
Final Judgment.....	4
Final Order .....	5
Long Form Notice .....	6
Preliminary Approval Order .....	7
Publication Notice.....	8
List of Subject Vehicles .....	9
National Highway Traffic Safety Administration’s (“NHTSA”) Consent Orders dated May 18, 2015 and November 3, 2015.....	10
Settlement Notice Administrator’s Declaration and Notice Plan .....	11
Claim Forms.....	12 and 13

**WHEREAS**, Settlement Class Counsel (all terms defined below) and other counsel who have appeared in these Actions have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the claims, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens and costs of further prosecution of their claims, and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Recycler Plaintiffs and the Class;

**WHEREAS**, as a result of extensive arm's-length negotiations, the Recycler Plaintiffs, Settlement Class Counsel and Toyota have entered into this Agreement, which will resolve all economic loss claims that were or could have been asserted against Toyota by the Recycler Plaintiffs in the Actions;

**WHEREAS**, Toyota, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the claims, and for the purpose of resolving all economic loss claims and controversies that were or could have been asserted by the Recycler Plaintiffs and the Class in the Actions, for good and valuable consideration, and without any admission of liability or wrongdoing, desires to enter into this Agreement;

**WHEREAS**, Settlement Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of the Recycler Plaintiffs and the Class, and that Settlement Class Counsel have consulted with and confirmed that all Recycler Plaintiffs support and agree to the terms of this Agreement; and

**WHEREAS**, it is agreed that this Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute,

regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Toyota or any of the Released Parties, or of the truth or legal or factual validity or viability of any of the claims the Recycler Plaintiffs have or could have asserted, which claims and all liability therefore are expressly denied;

**NOW, THEREFORE**, without any admission or concession by the Recycler Plaintiffs or Settlement Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by Toyota of any liability or wrongdoing or lack of merit in its defenses, in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Court, Plaintiffs, Settlement Class Counsel and Toyota agree as follows:

**I. PROCEDURAL HISTORY**

A. On October 27, 2014, various individual plaintiffs (the “Consumer Economic Loss Plaintiffs”) filed a class action complaint in *Craig Dunn, et al. v. Takata Corp., et al.*, No. 1:14-cv-24009 (S.D. Fla.) (“Consumer Economic Loss Class Actions”), alleging, among other things, that certain automotive companies manufactured, distributed, or sold certain vehicles containing allegedly defective airbag inflators manufactured by Takata that allegedly could, upon deployment, rupture and expel debris into the occupant compartment and/or otherwise affect the airbag’s deployment, and that the Consumer Economic Loss Plaintiffs sustained economic losses as a result.

B. The Judicial Panel on Multidistrict Litigation subsequently consolidated the action for pretrial proceedings with additional class and individual actions alleging similar or identical claims in *In re Takata Airbag Products Liability Litigation*, No. 1:15-md-02599-FAM (S.D. Fla.) (MDL 2599), pending before the Honorable Judge Federico A. Moreno in the United States

District Court for the Southern District of Florida.

C. On March 17, 2015, the Court entered an Order Appointing Plaintiffs' Counsel and Setting Schedule, which designated Peter Prieto of Podhurst Orseck, P.A. as Chair Lead Counsel, David Boies of Boies Schiller and Flexner, LLP, and Todd A. Smith of Power Rogers & Smith, PC, as Co-Lead Counsel in the Economic Loss track; Curtis Miner of Colson Hicks Eidson as Lead Counsel for the Personal Injury track; and Roland Tellis of Baron & Budd P.C., James Cecchi of Carella Byrne Cecchi Olstein P.C., and Elizabeth Cabraser of Lieff, Cabraser, Heimann & Bernstein, LLP as Plaintiffs' Steering Committee members.

D. The Consumer Economic Loss Plaintiffs filed their Second Amended Consolidated Class Action Complaint on June 15, 2015. In response, Defendants filed ten motions to dismiss. In ruling on these motions, the Court dismissed the claims brought by the Plaintiffs on standing grounds. However, in its April 22, 2016 Order Regarding Future Amended Complaint, the Court explained that Plaintiffs may amend dismissed counts, specifically referencing the Plaintiffs' claims.

E. On January 13, 2017, the Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it "knowingly devised and participated in a scheme to obtain money and enrich Takata by, among other things, inducing the victim OEMs to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were." On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud before U.S. District Judge George Caram Steeh, as part of a

settlement with the U.S. Department of Justice. *See U.S. v. Takata Corp.*, No. 2:16-cr-20810-GCS-EAS, Dkt. No. 23 (E.D. Mich. Feb. 27, 2017).

E. On May 18, 2017, Toyota and the Consumer Economic Loss Plaintiffs reached a settlement agreement. After a preliminary approval hearing on June 9, 2017, the Court approved the settlement, preliminarily certified the class, and approved of the proposed class notice. Following the Parties' consummation of the proposed notice program and settlement relief and a Fairness Hearing on October 25, 2017, the Court finally approved the settlement agreement between the Consumer Economic Loss Plaintiffs and Toyota on November 1, 2017.

F. The Recycler Plaintiffs filed their First Amended Consolidated Class Action Complaint against Defendants on May 18, 2018. On August 20, 2018, the Automotive Defendants filed multiple Motions to Dismiss. The Court granted in part and denied in part the Motions to Dismiss on March 9, 2021. The Court dismissed the following claims against Toyota: RICO claim for the nationwide class; Lanham Act for all Recycler Plaintiffs; Fraudulent Concealment and Fraudulent Misrepresentation claims for Tennessee and North Carolina; Violation of the Georgia Uniform Deceptive Trade Practices Act; and Violation of the Tennessee Consumer Protection Act. The claims remaining against Toyota are: Violation of Florida's Deceptive and Unfair Trade Practices Act; Violation of the North Carolina Unfair and Deceptive Trade Practices Act; Violation of the Tennessee Consumer Protection Act; and Fraudulent Concealment and Fraudulent Misrepresentation claims under Georgia, Florida, Missouri, Texas, and Virginia law.

G. On April 24, 2021, the Plaintiffs filed a Second Amended Class Action Complaint ("SACAC"). The SACAC was corrected on May 7, 2021, and this is the operative pleading for the Recycler Plaintiffs' claims at this time. Toyota answered the SACAC on May 21, 2021.

H. On May 18, 2021, the Parties filed an Unopposed Motion for Entry of Scheduling Order. The Court issued an Order Entering Scheduling Order on July 23, 2021, and granted the parties' Joint Motion to Extend Pretrial Deadlines and Modify the Scheduling Order for Recycler Claims on February 9, 2021. In the recycler actions, discovery is on-going an in addition to the discovery that has previously occurred. A trial date is not yet scheduled.

I. In the Consumer Economic Loss Class Actions, over one million documents were produced, more than 70 class representatives were deposed, and at least ten Takata and 18 Automotive Defendant representatives were deposed.

## **II. DEFINITIONS**

A. As used in this Agreement and the attached exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference), the following terms have the following meanings, unless this Agreement specifically provides otherwise:

1. "Action" or "Actions" means, individually and collectively, all class, mass and individual actions asserting economic loss claims filed by the Class, and/or any Class Members that are consolidated for pretrial proceedings in the United States District Court for the Southern District of Florida in *In re: Takata Airbag Products Liability Litigation*, Case No. 1:15-md-02599-FAM ("*Takata MDL*"), which are listed in Exhibit 1 hereto, or that may be consolidated into the *Takata MDL* prior to the entry of the Final Order.

2. "Agreement" or "Settlement Agreement" means this Settlement Agreement and the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments, which are the settlement (the "Settlement").

3. "Attorneys' Fees and Expenses" means such funds as may be awarded by the Court to compensate any and all attorneys in this Action representing the Recycler Plaintiffs



who have assisted in conferring the benefits upon the Class under this Settlement for their fees and expenses in connection with the Settlement, as described in Section VIII of this Agreement.

4. “Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.

5. “Claim Forms” shall be those documents, substantially in the form attached as Exhibits 12 and 13, that Class Members shall use to participate in the Enhanced Inflator Recovery Program.

6. “Claim Period” means the time period in which Class Members may submit Claims for review by RAS and payment from Toyota. The Claim Period shall run for a total of two (2) years, measured from the date of implementation of the Enhanced Inflator Recovery Program.

7. “Claims Process” means the process for submitting, reviewing, and paying approved claims as described in this Agreement, and as further determined by the Settlement Claims Administrator.

8. “Class” or “Class Members” means, for settlement purposes only, all Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Toyota, their officers, directors and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and Toyota’s Dealers and their officers and directors; (b) Settlement

Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class. A list of potential Class Members will be subsequently provided by Settlement Class Counsel.

9. “Class Notice” means the notice program described in Section IV.

10. “Court” means the United States District Court for the Southern District of Florida.

11. “Direct Mailed Notice” means the Direct Mailed Notice substantially in the form as attached hereto as Exhibit 2.

12. “Effective Date” means the latest date on which the Final Order and/or Final Judgment approving this Agreement becomes final. For purposes of this Agreement:

(a) if no appeal has been taken from the Final Order and/or Final Judgment, “Effective Date” means the date on which the time to appeal therefrom has expired; or

(b) if any appeal has been taken from the Final Order and/or Final Judgment, “Effective Date” means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc and petitions for a writ of certiorari to the Supreme Court of the United States or any other form of review, have been finally disposed of in a manner that affirms the Final Order or Final Judgment; or

(c) if Settlement Class Counsel and Toyota agree in writing, the “Effective Date” can occur on any other agreed date.

13. “Enhanced Inflation Recovery Program” means the program discussed in Section III.C. of this Agreement.

14. “Excluded Parties” includes (i) Takata Corporation, TK Holdings, Inc., and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and agents; and (ii) other than Toyota and, subject to Section VII.C, all other automotive manufacturers, including the automotive manufacturers and distributors referenced in the December 9, 2016 Third Amendment to the Coordinated Remedy Order, and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, distributors, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and agents. For the avoidance of any doubt, Excluded Parties shall include all Defendants named in the Action except for Toyota, subject to Section VII.C.

15. “Fairness Hearing” means the hearing at which the Court will determine whether to finally approve this Agreement as fair, reasonable, and adequate.

16. “Final Judgment” means the Court’s final judgment, issued after the final approval hearing, as described in Section IX.B. of this Agreement, which is to be consistent with the form attached hereto as Exhibit 4.

17. “Final Order” means the Court’s order approving the Settlement and this Agreement, as described in Section IX.B. of this Agreement, which is to be consistent with the form attached hereto as Exhibit 5.

18. “Inflator” or “Inflators” mean Takata PSAN inflators, which are all airbag inflators for driver or passenger front airbags manufactured and sold by Takata containing

propellant with Phase-Stabilized Ammonium Nitrate (“PSAN”), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

19. “Long Form Notice” means the notice substantially in the form attached hereto as Exhibit 6.

20. “Notice Program” means the program and components to disseminate notice to the Class as further discussed in Section IV of this Agreement.

21. “Parties” means the Recycler Plaintiffs, through Settlement Class Counsel and Toyota collectively, and “Party” means one of them.

22. “Preliminary Approval Order” means the order, which, if approved, will be entered by the Court preliminarily approving the Settlement as outlined in Section IX.A. of this Agreement, which order shall be substantially in the form attached hereto as Exhibit 7.

23. “Publication Notice” means the publication notice substantially in the form attached hereto as Exhibit 8.

24. “Rebuilders Automotive Supply, Inc.” or “RAS” means the entity that shall be part of the implementation of the Enhanced Inflator Recovery Program.

25. “Recycler Plaintiffs” means 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.; Quartno’s Auto Salvage; and Young’s Auto Center and Salvage, LP.

26. “Release” means the release and waiver set forth in Section VII of this Agreement and in the Final Order and Final Judgment.

27. “Released Parties” or “Released Party” means Toyota and each of its past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, including New United Motor Manufacturing, Inc. (“NUMMI”), partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including the Toyota Dealers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and subdistributors, repairers, agents, attorneys, insurers, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name in this Agreement. Notwithstanding the foregoing, “Released Parties” does not include the Excluded Parties.

28. “Settlement Claims Administrator” means the Court-appointed third-party agent or administrator agreed to by the Parties and appointed by the Court to oversee and administer the Enhanced Inflation Recovery Program. The Parties agree that RAS shall serve as Settlement Claims Administrator, subject to approval by the Court.

29. “Settlement Class Counsel” means, collectively, Podhurst Orseck, P.A. (Court-appointed Chair Lead Counsel); Boies, Schiller & Flexner L.L.P. and Power, Rogers and Smith, P.C. (Court-appointed Co-Lead Counsel for the Economic Loss Track); and Baron & Budd P.C., Carella Byrne Cecchi Olstein P.C., and Lief Cabraser Heimann & Bernstein, LLP (Court-appointed Plaintiffs’ Steering Committee) on behalf of the Plaintiffs in the *Takata* MDL.

30. “Settlement Notice Administrator” means the Court-appointed third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the Publication Notice and consult on Class Notice. The Parties agree that Kroll Notice Media shall serve as Settlement Notice Administrator, subject to approval by the Court.

31. “Subject Vehicles” means those Toyota vehicles listed on Exhibit 9 that contain or contained Takata phase stabilized ammonium nitrate (“PSAN”) inflators in their driver or passenger front airbag that (i) have been recalled, or (ii) may be recalled or contain a desiccant and that may be subject to future recall as referenced in the National Highway Traffic Safety Administration’s (“NHTSA”) Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto, as indicated in Exhibit 10.

32. “Takata” means Takata Corporation, TK Holdings, Inc., Takata AG, and their affiliates and related entities involved in the design, testing, manufacture, sale and distribution of Takata PSAN inflators and inflator modules.

33. “Takata Airbag Inflator Recall(s)” or “Recall(s)” means all past, present, and future recalls as referenced in NHTSA’s Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto, related to Takata PSAN inflators, whether desiccated or non-desiccated, in the driver or passenger front airbag in the Subject Vehicles.

34. “Toyota” means Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc., and any and all other Toyota affiliates and authorized Toyota and Lexus dealerships.

35. “Toyota Dealer” means authorized Toyota, Lexus and/or Scion dealers in the United States and all of its territories and possessions.

36. “Toyota’s Counsel” means John P. Hooper of King & Spalding LLP.

B. Other capitalized terms used in this Agreement but not defined in this Section II shall have the meanings ascribed to them elsewhere in this Agreement. Unless the context requires otherwise, references in this Agreement to the singular shall include the plural and references to

the plural shall include the singular.

C. The terms “he or she” and “his or her” include “it” or “its” where applicable.

### **III. SETTLEMENT RELIEF**

A. In consideration for the dismissal of the Action against Toyota with prejudice, as contemplated in this Agreement, and for the full and complete Release, Final Order and Final Judgment provided below, Toyota agrees to provide the following:

#### **B. Payments Made by Toyota**

1. Toyota shall, not later than 21 calendar days after the Court issues the preliminary approval order, make a payment not to exceed \$32,000.00 sufficient to pay for all notice and related costs, as directed by the Settlement Notice Administrator. This payment shall take into account any other settling Automotive Defendants for common expenses and costs, as indicated below. If the Court does not grant final approval to the settlement, Toyota shall be refunded any remaining portion of this initial payment. In any event, if the initial payment exceeds the total notice cost, Toyota shall be refunded the difference.

2. It is expressly understood that should other Automotive Defendants enter into settlement agreements in the Action, the settlements shall be kept separate. However, any common expenses and costs including but not limited to, costs for Publication Notice and common settlement administration, will be shared by the settling Automotive Defendants on a *per capita* basis.

3. Toyota shall separately pay, on an on-going basis, the costs related to the Enhanced Inflator Recovery Program.

C. Enhanced Inflator Recovery Program

1. Pursuant to the Enhanced Inflator Recovery Program and at Toyota's direction, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy airbag assemblies containing Inflators (or, if required or directed by RAS, the airbag modules containing Inflators) in or from Class Members' Subject Vehicles that have been recalled as of the date of this Agreement. This Enhanced Inflator Recovery Program does not apply to Inflators that were previously recovered and purchased by Toyota under a separate program administered by the Settlement Claims Administrator. This Enhanced Inflator Recovery Program excludes Inflators that have not been recalled as of the date of this Agreement.

2. If the Inflators in Class Members' Subject Vehicles that have been recalled as of the date of this Agreement have deployed or are missing, the Settlement Claims Administrator shall, to the extent reasonably practicable, locate and identify such Inflators and request the Class Member submit specific geotagged pictures and documentation, as per RAS's requirements, for verification of such deployed or missing Inflators for which the Class Members were not previously compensated by Toyota under a separate program administered by the Settlement Claims Administrator.

3. To the extent reasonably practicable, a website for the Enhanced Inflator Recovery Program shall be created ("Settlement Website") and overseen by the Settlement Claims Administrator which will (i) make available to Class Members information applicable to Subject Vehicles; (ii) allow Class Members to upload batches of VINs for batch processing and comparison to a list of VINs maintained by the Settlement Claims Administrator to determine which, if any, Inflators are subject to purchase under the Inflator Recovery Program; (iii) direct Class Members to submit claims under the Inflator Recovery Program for the purchase of Inflators



in Subject Vehicles that have been recalled as of the date of this Agreement or payment for deployed or missing Inflators in Subject Vehicles that have been recalled as of the date of this Agreement; and (iv) allow Class Members to submit claims under the Inflator Recovery Program at/after the Effective Date.

4. For implementation of the Inflator Recovery Program for recovered airbag assemblies containing Inflators (for recovery of undeployed Inflators, the airbag module containing Inflators), Toyota, through the Settlement Claims Administrator, shall pay to the eligible Class Member a total of \$69.00 for a passenger side Inflator (or airbag module containing an Inflator) and \$63.25 for a driver side Inflator (or airbag module containing an Inflator), both of which are 15% more per recovered Inflator (or airbag module containing an Inflator) than it currently (as of the Effective Date of this Agreement, unless implemented earlier) pays under its existing, separate program to recover Takata inflators that it administered by the Settlement Claims Administrator.

5. For implementation of the Inflator Recovery Program for deployed or missing Inflators, Toyota, through the Settlement Claims Administrator, shall pay to the eligible Class Member a total of \$17.25 per Inflator, which is 15% more per deployed or missing Inflator than Toyota currently (as of the Effective Date of this Agreement unless implemented earlier) pays for deployed or missing Inflators under its existing, separate program to recover Takata inflators that it administered by the Settlement Claims Administrator.

6. The Settlement Claims Administrator shall coordinate with, notify, and provide monthly updates to Toyota regarding the results of the implementation of the Inflator Recovery Program. Toyota's Counsel shall provide quarterly updates to Settlement Class Counsel of the results of the Inflator Recovery Program, but not more often than quarterly.

7. Toyota shall enter into a written, legally enforceable agreement with RAS (the “RAS Inflation Recovery Program Agreement”) that memorializes the terms of the Inflation Recovery Program as described in Sections III.C.1-6 above. Toyota shall have a continuing obligation until the termination of the Enhanced Inflation Recovery Program to periodically monitor RAS’s compliance with the terms of the RAS Inflation Recovery Program Agreement. If Toyota determines that RAS has breached the agreement, Toyota shall take necessary and reasonable steps to enforce the terms of the RAS Inflation Recovery Program Agreement. Toyota will provide Settlement Class Counsel with a copy of the agreement within a week of its execution and Settlement Class Counsel shall keep this agreement confidential.

8. The Inflation Recovery Program shall run for a total of two (2) years, measured from the date of implementation.

9. Toyota, at its sole discretion, may implement the Inflation Recovery Program prior to the occurrence of the Effective Date.

10. To the extent practicable for the provisions of this subsection, the duties of the Settlement Claims Administrator are to receive, review, and process the claims submitted to the Inflation Recovery Program by Class Members (“Claims”) to determine whether Claims satisfy the criteria for payment from the Enhanced Inflation Recovery Program specified in this Agreement. For validated Claims, the Settlement Claims Administrator shall request funding from Toyota for payment to the eligible Class Members for the validated Claims for the Subject Vehicles. For deficient Claims, the Settlement Claims Administrator shall provide a notice of deficiency to the Class Members describing the deficiency(ies) and providing the Class Member with a forty-five (45) days, measured from the date of the notice of deficiency, to cure the defect to make the Claims eligible for payment. If the Claims are not cured within that time, the Claims

shall be denied. The Settlement Claims Administrator shall have the authority to determine whether the Claims are complete, timely, and valid/deficient/invalid in accordance with this Agreement and its decision shall be final and not appealable. The Settlement Claims Administrator shall provide periodic reports to counsel for Toyota and Settlement Class Counsel, but not more often than quarterly.

#### **IV. NOTICE TO THE CLASS**

##### **A. Components of Class Notice**

1. Class Notice will be accomplished through a combination of the Direct Mailed Notices, Publication Notice, notice through the Settlement website, a Long Form Notice, and other applicable notice, each of which is described below, as specified in the Preliminary Approval Order, the Declaration of the proposed Settlement Notice Administrator and the Notice Plan (attached hereto as Exhibit 11). This notice is intended to comply with all applicable laws, including but not limited to, Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule.

##### **B. Publication Notice**

The Settlement Notice Administrator shall cause the publication of the Publication Notice as described in the Declaration of the proposed Settlement Notice Administrator and in such additional newspapers, magazines and/or other media outlets as shall be agreed upon by the Parties. The form of Publication Notice agreed upon by the Parties is in the form substantially similar to the one attached to the Agreement as Exhibit 8.

##### **C. Website**

The Settlement Notice Administrator shall establish a Settlement website that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines and related

information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court. The Settlement website will contain a section with Frequently Asked Questions.

D. Direct Mailed Notice

The Settlement Notice Administrator shall send the Direct Mailed Notice, substantially in the form attached hereto as Exhibit 2, by U.S. Mail, proper postage prepaid, to Class Members, whose addresses shall be obtained through the use of reasonable efforts. The Direct Mailed Notice shall inform potential Class Members on how to obtain the Long Form Notice from the Settlement website, through regular mail or from a toll-free telephone number. In addition, the Settlement Notice Administrator shall: (a) re-mail any Direct Mailed Notices returned by the United States Postal Service with a forwarding address; (b) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses and promptly mail copies of the applicable notice to any better addresses so found. The Direct Mailed Notice shall also be available on the Settlement website.

E. Long Form Notice

The Long Form Notice shall be in a form substantially similar to the document attached to this Agreement as Exhibit 6, and shall advise Class Members of the following:

1. General Terms: The Long Form Notice shall contain a plain and concise description of the nature of the Actions, the history of the litigation, the preliminary certification of the Class for settlement purposes, and the proposed Settlement, including information on the identity of Class Members, how the proposed Settlement would provide relief to Class Members, what claims are released under the proposed Settlement and other relevant terms and conditions.

2. Opt-Out Rights: The Long Form Notice shall inform Class Members that they have the right to opt out of the Settlement.

3. Objection to Settlement: The Long Form Notice shall inform Class Members of their right to object to the proposed Settlement and appear at the Fairness Hearing. The Direct Mailed Notice shall provide the deadlines and procedures for exercising these rights.

4. Fees and Expenses: The Long Form Notice shall inform Class Members about the amounts that may be sought by Settlement Class Counsel as Attorneys' Fees and Expenses and individual awards to the Plaintiffs and shall explain that such fees and expenses – as awarded by the Court.

F. Toll-Free Telephone Number

The Settlement Notice Administrator shall establish a toll-free telephone number that will provide settlement-related information to Class Members using an Interactive Voice Response system, with an option to speak with live operators.

G. Class Action Fairness Act Notice

The Settlement Notice Administrator shall send to each appropriate State and Federal official the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms.

H. Duties of the Settlement Notice Administrator

1. The Settlement Notice Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Direct Mailed Notices; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any Direct Mailed Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Agreement; (e) responding to requests for Direct Mailed Notice; (f) receiving and maintaining any Class Member

correspondence regarding requests for exclusion and/or objections to the Settlement; (g) forwarding written inquiries to Settlement Class Counsel or their designee for a response, if warranted; (h) establishing a post office box for the receipt of any correspondence; (i) responding to requests from Settlement Class Counsel and/or Toyota's Counsel; (j) establishing a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Actions and the Settlement; and (k) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement.

2. The Settlement Notice Administrator shall be responsible for arranging for the publication of the Publication Notice, establishing internet banner notifications and for otherwise implementing the notice program. The Settlement Notice Administrator shall coordinate its activities to minimize costs in effectuating the terms of this Agreement.

3. The Parties, through their respective counsel, may agree to remove and replace the Settlement Notice Administrator, subject to Court approval. Disputes regarding the retention or dismissal of the Settlement Notice Administrator shall be referred to the Court for resolution.

4. The Settlement Notice Administrator may retain one or more persons to assist in the completion of its responsibilities.

5. Not later than 21 days before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court (a) a list of those Class Members that have opted out or excluded themselves from the Settlement; and (b) a declaration confirming that the Notice Program has been implemented pursuant to its terms, including the details outlining the scope, method and results of the Notice Program.

6. The Settlement Notice Administrator and the Parties, through their respective counsel, shall promptly, after receipt, provide copies of any requests for exclusion, objections, and/or related correspondence to each other.

I. Self-Identification

Persons or entities who or which believe that they are Class Members may contact Settlement Class Counsel or the Settlement Notice Administrator and provide necessary documentation establishing that they are, in fact, Class Members and indicating that they wish to be eligible for the relief provided in this Agreement.

J. Toyota's Counsel shall provide to the Settlement Notice Administrator, within 20 days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending economic-loss litigation against Toyota relating to Takata airbag inflator claims involving the Subject Vehicles and/or otherwise covered by the Release, other than those counsel in the Actions.

V. **REQUESTS FOR EXCLUSION**

A. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Settlement Notice Administrator at the address provided in the Long Form Notice, postmarked on or before a date ordered by the Court specifying that he or she wants to be excluded and otherwise complying with the terms stated in the Long Form Notice and Preliminary Approval Order. The Settlement Notice Administrator shall forward copies of any written requests for exclusion to Settlement Class Counsel and Toyota's Counsel. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VI.

B. Any potential Class Member who does not file a timely written request for exclusion as provided in this Section V shall be bound by all subsequent proceedings, orders and

judgments, including, but not limited to, the Release, Final Order and Final Judgment in the Actions, even if he or she has litigation pending or subsequently initiates litigation against Toyota or the Released Parties asserting the claims released in Section VII of the Agreement.

**VI. OBJECTIONS TO SETTLEMENT**

A. Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses, or the individual awards to the Plaintiffs, must deliver to Settlement Class Counsel identified in the Class Notice and to Toyota's Counsel, and file with the Court, on or before a date ordered by the Court in the Preliminary Approval Order a written statement of his or her objections. The written objection of any Class Member must include: (a) a heading which refers to the *Takata* MDL; (b) the objector's full name, telephone number, and address (the objector's actual residential address must be included); (c) an explanation of the basis upon which the objector claims to be a Class Member, including at least one VIN of the objector's Subject Vehicle(s); (d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel; (e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (f) if represented by counsel, the full name, telephone number, and address of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (g) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the



date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case; (h) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity; (i) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel; (j) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (k) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and (l) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient). Any documents supporting the objection must also be attached to the objection.

B. Any Class Member who files and serves a written objection, as described in the preceding Section VI.A, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses or awards to the individual Plaintiffs. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to one of Settlement Class Counsel identified in the Class Notice and to Toyota's Counsel, and file the notice with the Court, on or before a date ordered by the Court.

C. Any Class Member who fails to comply with the provisions of Sections VI.A and VI.B above shall waive any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and the Final Judgment in

the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of this Section VI. Without limiting the foregoing, any challenge to the Settlement, Final Approval Order or Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

D. Any Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement is approved, as long as the objecting Class Member complies with all requirements of this Agreement applicable to Class Members.

## **VII. RELEASE AND WAIVER**

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.

B. In consideration for the relief provided above, the Recycler Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind and/or type regarding the subject matter of the Actions and/or the subject Inflatos, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert and/or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection

statutes, any breaches of express, implied or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, and/or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common law, statutory, and/or equitable relief theories, or from any other source, and any claim or potential claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles' airbags containing desiccated or non-desiccated driver's or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged or described in the Actions or any amendments of the Actions.

C. Notwithstanding the definition of Excluded Parties, the foregoing release set forth in Section VII.B above shall extend to the Released Parties with respect to the Pontiac Vibe and to General Motors for any claims related to the Released Parties for Pontiac Vibe. Any claims against General Motors and all related corporate entities with respect to any other vehicles are not released and are expressly retained by the Class.

D. If a Class Member who does not timely and properly opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

E. Notwithstanding the Release set forth in this Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or actual physical property damage arising from an

incident involving a Subject Vehicle (other than damage to the Subject Vehicle itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.

F. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of this Agreement.

G. The Final Order and Final Judgment will reflect these terms.

H. The Recycler Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, instigate, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, claim and/or proceeding, whether legal, administrative or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.

I. In connection with this Agreement, the Recycler Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Settlement Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, acquit and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, and the Subject Vehicles, except as

otherwise stated in this Agreement.

J. The Recycler Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Recycler Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

K. The Recycler Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. The Recycler Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that the Recycler Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting Claims to the Enhanced Inflation Recovery Program shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title,

interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

L. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements of any kind and nature incurred by any attorneys, Settlement Class Counsel, or the Recycler Plaintiffs.

M. Settlement Class Counsel and any other attorneys who worked with or on behalf of Settlement Class Counsel on any of the Actions acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

N. Pending final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties agree that any and all outstanding obligations and deadlines relating to pleadings, discovery, and any other pretrial requirements are hereby stayed and suspended as to Toyota. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Toyota.

O. Nothing in this Release shall preclude any action to enforce the terms of the

Agreement, including participation in any of the processes detailed herein.

P. The Recycler Plaintiffs and Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

### **VIII. ATTORNEYS' FEES AND EXPENSES AND INDIVIDUAL PLAINTIFF**

#### **AWARDS**

A. The Parties did not begin to negotiate Attorneys' Fees and Expenses, if any, until after agreeing to the principal terms set forth in this Settlement Agreement. After agreeing to the principal terms set forth in this Settlement Agreement, Settlement Class Counsel and Toyota's Counsel negotiated the amount of expenses that, separate and apart from the consideration for this settlement, following application to the Court and subject to Court approval, would be paid by Toyota as the costs and expense reimbursement to Settlement Class Counsel.

B. As a result of these negotiations, Settlement Class Counsel agrees not to seek or accept any attorneys' fees relating to the resolution of the Actions.

C. Settlement Class Counsel further agrees to limit any petition for an award of attorneys' expenses in the Actions not to exceed \$26,867.25 in costs and expenses.

D. This award of costs and expenses shall be the sole compensation paid by Toyota for all plaintiffs' counsel in the Actions. Any Attorneys' expenses award made by the Court shall be paid by Toyota within 30 days of the Effective Date.

E. Any order or proceedings relating to the Attorneys' costs and expenses application, or any appeal from any order related thereto, or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date.

F. The Attorneys' expenses paid by Toyota as provided for in this Agreement shall be allocated by Settlement Class Counsel among other plaintiffs' counsel in a manner that Settlement Class Counsel in good faith believe reflects the contributions of all plaintiffs' counsel to the prosecution and settlement of the claims against Toyota in the Actions.

G. Toyota shall not be liable for, or obligated to pay, any attorneys' fees, expenses, costs, or disbursements, either directly or indirectly, in connection with the Actions or the Agreement, other than as set forth in this Section VIII.

H. The amount(s) of any Attorneys' expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' expenses awarded by the Court to Settlement Class Counsel shall affect whether the Final Order and Final Judgment are final.

I. Pursuant to case law, Recycler Plaintiffs are not seeking any incentive awards relating to the resolution of the Actions.

**IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS**

A. The Parties shall seek from the Court, within 14 days after the execution of this Agreement, a Preliminary Approval Order in a form substantially similar to Exhibit 7. The Preliminary Approval Order shall, among other things:

1. Preliminarily certify the Class for settlement purposes only, approve the Recycler Plaintiffs as class representatives and appoint Settlement Class Counsel as counsel for the class, pursuant to Fed. R. Civ. P. 23;

2. Preliminarily approve the Settlement;



3. Preliminarily approve Kroll Notice Media as the Settlement Notice Administrator;
4. Preliminarily approve RAS as the Settlement Claims Administrator;
5. Approved the proposed Class Notices, the Notice Program, and direct the implementation of the Notice Program in accordance with the Agreement;
6. Schedule a date and time for a Fairness Hearing to determine whether the Settlement should be finally approved by the Court;
7. Require Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Agreement and Long Form Notice and that a failure to do so shall bind those Class Members who remain in the Class;
8. Require Class Members who wish to object to this Agreement to submit an appropriate and timely written objection as directed in this Agreement and Long Form Notice;
9. Require Class Members who wish to appear to at the Fairness Hearing to submit an appropriate and timely written statement as directed in the Agreement and Long Form Notice;
10. Require attorneys representing Class Members who wish to object to this Agreement to file a notice of appearance as directed in this Agreement and Long Form Notice;
11. Issue a preliminary injunction and stay all other Actions in the *Takata* MDL as to Toyota pending final approval by the Court;
12. Issue a preliminary injunction enjoining potential Class Members, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, from instituting or prosecuting any action or proceeding that may be released pursuant to this Settlement, including those Class Members seeking to opt out, pending the Court's determination of whether

the Settlement should be given final approval, except for proceedings in this Court to determine whether the Settlement will be given final approval; and

13. Issue other related orders to effectuate the preliminary approval of the Agreement.

B. After the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order and Final Judgment in the forms consistent with Exhibits 5 and 4, respectively. The Final Order and Final Judgment shall, among other things:

1. Find that the Court has personal jurisdiction over all Recycler Plaintiffs and Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Actions, and that venue is proper;

2. Finally approve the Agreement and Settlement, pursuant to Fed. R. Civ. P. 23;

3. Finally certify the Class for settlement purposes only;

4. Find that the notice and the notice dissemination methodology complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;

5. Dismiss all claims made by the Recycler Plaintiffs against Toyota in the Actions with prejudice and without costs and fees (except as provided for herein as to costs and fees);

6. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Order and Final Judgment;

7. Issue a permanent injunction, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, against Class Members instituting or prosecuting any claims released pursuant to this Settlement;

8. Authorize the Parties to implement the terms of the Agreement;

9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Order and Final Judgment, and for any other necessary purpose; and

10. Issue related orders to effectuate the final approval of the Agreement and its implementation.

**X. MODIFICATION OR TERMINATION OF THIS AGREEMENT**

A. The terms and provisions of this Agreement may be amended or modified only by written agreement of the Parties, through their respective counsel, and approval of the Court; provided, however, that after entry of the Final Order and Final Judgment, the Parties, through their respective counsel, may by written agreement effect such amendments and/or modifications of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Class Members under this Agreement.

B. This Agreement shall terminate at the discretion of either Toyota or the Recycler Plaintiffs, through Settlement Class Counsel, if: (1) the Court, or any appellate court, rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement that results in a substantial modification to a material term of the proposed Settlement, including, without limitation, the amount and terms of relief, the obligations of the Parties, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the

terms of the Release; or (2) the Court, or any appellate court, does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Order and Final Judgment, or any of the Court's findings of fact or conclusions of law, that results in a substantial modification to a material term of the proposed Settlement. The terminating Party must exercise the option to withdraw from and terminate this Agreement, as provided in this Section X, by a signed writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination. The Parties will be returned to their positions *status quo ante*.

1. Toyota shall have the right, but not the obligation, to terminate this Agreement if the total number of timely and valid requests for exclusion exceeds 1% of putative Class Members.

C. If an option to withdraw from and terminate this Agreement arises under Section X.B above, neither Toyota nor the Recycler Plaintiffs are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

D. If, but only if, this Agreement is terminated pursuant to Section X.B, above, then:

1. This Agreement shall be null and void and shall have no force or effect, and no Party to this Agreement shall be bound by any of its terms, except for the terms of Section X.D herein;

2. The Parties will petition the Court to have any stay orders entered pursuant to this Agreement lifted;

3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Toyota, the Recycler Plaintiffs or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement, except that the Parties shall cooperate in requesting that the Court

set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

4. The Recycler Plaintiffs and all other Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in the Actions including, without limitation, any argument concerning class certification, and treble or other damages;

5. Toyota and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, arguments in support of, and substantive and procedural rights as to all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability or damages;

6. Neither this Agreement, the fact of its having been made, nor the negotiations leading to it, nor any information or materials exchanged in connection with this Agreement, or discovery or action taken by any Party or its counsel pursuant to this Agreement shall be admissible or entered into evidence for any purpose whatsoever;

7. Any settlement-related order or judgment entered in this Action after the date of execution of this Agreement shall be deemed vacated and shall be without any force or effect;

8. All costs incurred in connection with the Settlement, including, but not limited to, notice, publication, and customer communications, shall be paid and all remaining funds

shall revert back to Toyota as soon as practicable. Neither the Recycler Plaintiffs nor Settlement Class Counsel shall be responsible for any of these costs or other settlement-related costs; and

9. Any Attorneys' Fees and Expenses previously paid to Settlement Class Counsel shall be returned to Toyota within 14 calendar days of termination of the Agreement.

## **XI. GENERAL MATTERS AND RESERVATIONS**

A. Toyota has denied and continues to deny each and all of the claims and contentions alleged in the Actions, and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act or omission that was alleged, or that could have been alleged, in the Actions. Toyota believes that it has valid and complete defenses to the claims against it in the Actions. Without in any way limiting the scope of this denial, Toyota denies that it committed any wrongdoing with respect to the issues that are the subject of the Takata Airbag Inflator Recalls. Nonetheless, Toyota has concluded that it is desirable that the Actions be fully and finally settled in the matter upon the terms and conditions set forth in this Agreement.

B. The obligation of the Parties to conclude the proposed Settlement is and shall be contingent upon each of the following:

1. Entry by the Court of a final order and final judgment identical to, or with the same material terms as, the Final Order and Final Judgment approving the Settlement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and

2. Any other conditions stated in this Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent Toyota from disclosing such information, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal

agencies, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys, or as otherwise required by law. Nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure should be made in order to effectuate the terms and conditions of this Agreement.

D. The Recycler Plaintiffs and Settlement Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither the Recycler Plaintiffs nor their counsel may disclose it to third parties (other than experts or consultants retained in connection with the Actions), nor may they disclose any quotes or excerpts from, or summaries of, such information, whether the source is identified or not; that it not be the subject of public comment; that it not be used by the Recycler Plaintiffs or Settlement Class Counsel or other counsel representing plaintiffs in the Actions in any way in this litigation or any other litigation or otherwise should the Settlement not be achieved, and that it is to be returned if a Settlement is not concluded; provided, however, that nothing contained herein shall prohibit the Recycler Plaintiffs from seeking such information through formal discovery if appropriate and not previously requested through formal discovery or from referring to the existence of such information in connection with the Settlement of the Actions.

E. Information provided by Toyota includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to the Confidentiality Order entered in the MDL and any other confidentiality or protective orders that have been entered in the Actions or other agreements, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Toyota's request, be promptly returned to Toyota's Counsel, and there shall be no implied or express waiver of any privileges, rights and

defenses.

F. Within 90 days after the Effective Date (unless the time is extended by agreement of the Parties), all “Confidential” and “Highly Confidential” documents and materials (and all copies of such documents in whatever form made or maintained, including documents referring to such documents) produced during the settlement process by Toyota or Toyota’s Counsel to Settlement Class Counsel shall be returned to Toyota’s Counsel. Alternatively, Settlement Class Counsel shall certify to Toyota’s Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained including documents referring to such documents) produced by Toyota or Toyota’s Counsel have been destroyed, provided, however, that this Section XI.F shall not apply to any documents made part of the record in connection with a Claim, nor to any documents made part of a Court filing, nor to Settlement Class Counsel’s work product (as to which the confidentiality provisions above shall continue to apply). Nothing in this Agreement shall affect or alter the terms of the MDL Confidentiality Order or any other applicable confidentiality agreement, which shall govern the documents produced in the Actions.

G. Toyota’s execution of this Agreement shall not be construed to release – and Toyota expressly does not intend to release – any claim Toyota may have or make against any insurer or other party for any cost or expense incurred in connection with this Action and/or Settlement, including, without limitation, for attorneys’ fees and costs.

H. Settlement Class Counsel represent that: (1) they are authorized by the Recycler Plaintiffs to enter into this Agreement with respect to the claims in these Actions; and (2) they are seeking to protect the interests of the Class.

I. Settlement Class Counsel further represent that the Recycler Plaintiffs: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able,



and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Actions, including the Amended Complaint, or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Settlement Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Settlement Class Counsel and have agreed to its terms; (6) have consulted with Settlement Class Counsel about the Actions and this Agreement and the obligations imposed on representatives of the Class; (7) have a good faith belief that this Settlement and its terms are fair, adequate, reasonable and in the best interests of the Class; (8) have authorized Settlement Class Counsel to execute this Agreement on their behalf; and (9) shall remain and serve as representatives of the Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that the Recycler Plaintiffs cannot represent the Class.

J. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

K. Toyota represents and warrants that the individuals executing this Agreement are authorized to enter into this Agreement on the behalf of Toyota.

L. This Agreement, complete with its exhibits, sets forth the sole and entire agreement

among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Settlement Class Counsel and Toyota's Counsel on behalf of Toyota. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed or referenced in this Agreement exist among or between them, and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge. This Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement. Each Party represents that he or she is not relying on any representation or matter not included in this Agreement.

M. This Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of Florida notwithstanding its conflict of laws provisions.

N. Any disagreement and/or action to enforce this Agreement shall be commenced and maintained only in the United States District Court for the Southern District of Florida that oversees the *Takata* MDL.

O. Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

1. If to Toyota, then to:

John P. Hooper  
King & Spalding LLP  
1185 Avenue of the Americas, 34th Floor  
New York, New York 10036  
Tel: (212) 556-2220  
E-mail: [jhooper@kslaw.com](mailto:jhooper@kslaw.com)

2. If to the Recycler Plaintiffs, then to:

Peter Prieto  
Podhurst Orseck, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com

P. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section XI “Federal Holiday” includes New Year’s Day, Birthday of Martin Luther King, Jr., Presidents’ Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot’s Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States or the Clerk of the United States District Court for the Southern District of Florida.

Q. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

R. The Class, the Recycler Plaintiffs, Settlement Class Counsel, Toyota, or Toyota’s Counsel shall not be deemed to be the drafter of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Agreement was drafted by counsel for the Parties during extensive arm’s-length

negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

S. The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, the Recycler Plaintiffs, or the Class or as a waiver by the Released Parties, the Recycler Plaintiffs or the Class of any applicable privileges, claims or defenses.

T. The Recycler Plaintiffs expressly affirm that the allegations as to Toyota contained in the Second Amended Class Action Complaint were made in good faith but consider it desirable for the Actions to be settled and dismissed as to Toyota because of the substantial benefits that the Settlement will provide to Class Members.

U. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Agreement in good faith, and to use good faith in resolving any disputes that may

arise in the implementation of the terms of this Agreement.

V. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.

W. If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.


X. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the proposed Settlement.

Y. This Agreement may be signed with an email or other electronic means for a signature and in counterparts by each Party, each of which shall constitute a duplicate original, all of which taken together shall constitute one and the same instrument.

Z. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision if Toyota, and Settlement Class Counsel, on behalf of the Recycler Plaintiffs and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this

Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

On Behalf of the Recycler Plaintiff Class:

BY: 

Dated: 11/29/22

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Chair Lead Counsel

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
599 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsfllp.com  
Co-Lead Counsel for the Economic Loss Track

BY: \_\_\_\_\_

Dated: \_\_\_\_\_


Todd A. Smith  
SMITH LACIEN LLP  
70 West Madison Street, Suite 5770  
Chicago, IL 60602  
Tel: (312) 509-8900  
Email: tsmith@smithlacienc.com  
Co-Lead Counsel for the Economic Loss Track

Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

On Behalf of the Recycler Plaintiff Class:

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Chair Lead Counsel

BY:  \_\_\_\_\_ Dated: 12/13/2022 \_\_\_\_\_

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
599 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Co-Lead Counsel for the Economic Loss Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Todd A. Smith  
SMITH LACIEN LLP  
70 West Madison Street, Suite 5770  
Chicago, IL 60602  
Tel: (312) 509-8900  
Email: tsmith@smithlacienc.com  
Co-Lead Counsel for the Economic Loss Track

Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

On Behalf of the Recycler Plaintiff Class:

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Chair Lead Counsel

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
599 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Co-Lead Counsel for the Economic Loss Track

BY: Todd A. Smith Dated: 12/8/2022  
Todd A. Smith  
SMITH LACIEN LLP  
70 West Madison Street, Suite 5770  
Chicago, IL 60602  
Tel: (312) 509-8900  
Email: tsmith@smithlacienc.com  
Co-Lead Counsel for the Economic Loss Track



BY: CBM Dated: 12-8-2022  
Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

• Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: 12/8/22 \_\_\_\_\_

  
Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

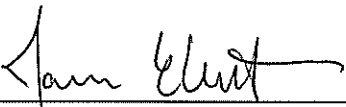
James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY:  \_\_\_\_\_ Dated: Dec 8, 2022  
James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee


BY: \_\_\_\_\_ Dated: \_\_\_\_\_

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

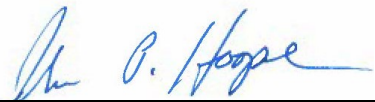
BY:  \_\_\_\_\_ Dated: December 7, 2022

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

On Behalf of Toyota:

BY:   
Elizabeth Gibson  
Deputy General Counsel, Vice President  
Product & Legal Risk Support  
Toyota Motor North America, Inc.

Dated: 12-07-2022

BY:   
John P. Hooper  
KING & SPALDING LLP  
1185 Avenue of the Americas, 34th Floor  
New York, New York 10036  
Tel: (212) 556-2220  
Email: jhooper@kslaw.com

Dated: 12/22/2022

# **EXHIBIT 1**

**EXHIBIT 1 – List of Recycler Class Actions Against Toyota in MDL 2599**

Case Number	Plaintiffs	Filed In
1:14-cv-24009	Butler Auto Recycling, Inc., et al.	Southern District of Florida
1:14-cv-24009	Pamela Koehler, et al.	Southern District of Florida
3:16-cv-00128	Butler Auto Recycling Inc.	Northern District of Florida
6:16-cv-00013	Cunningham Brothers Auto Parts, LLC	Western District of Virginia
4:16-cv-00147	Midway Auto Parts LLC	Western District of Missouri
3:18-cv-00021	Road Tested Parts Inc.	Middle District of Georgia
5:15-cv-00875	Snyder's LTD	Western District of Texas
3:16-cv-00135	Triple D. Corporation	Eastern District of Tennessee

## **EXHIBIT 2**



**Direct Mail Notice to Class Members**

**Front:**

Settlement Notice Administrator in  
In re Takata Airbag Products Liability  
Litigation (Automobile Salvage/Recyclers  
Actions), (S.D. Fla.)[Address]  
[City, State ZIP Code]

[Name]  
[Address]  
[City, State ZIP Code]

**Important Legal Notice from the United States District Court for the Southern District of Florida.** This is a notice of a proposed class action settlement.

**Back:**

**All persons and entities that purchased a Subject Vehicle containing a Takata Inflator, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts may be entitled to a payment from a class action settlement.**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

A Settlement has been reached in a class action lawsuit alleging that Toyota[, include other OEMs that join in the settlement (global edit)] manufactured and sold vehicles that contained allegedly defective airbags made by Takata Corporation and its affiliates (“Takata”). Toyota denies the allegations in the lawsuit, and the Court has not decided who is right. **The purpose of this notice is to inform you of the class action and the proposed settlement so that you may decide what to do.**

**Who’s Included? Records indicate that you may be a Class Member.** The Settlement offers potential payments to Automotive Salvage and/or Recyclers in the United States that purchased a Subject Vehicle containing a Takata Inflator. A complete list of Subject Vehicles included in the Settlement is posted on the [www.\[WEBSITE\].com](http://www.[WEBSITE].com) Settlement Website. This Settlement does not involve claims of personal injury or property damage arising from an incident involving a Subject Vehicle.

**What Are the Settlement Terms?** The Settlement offers an Enhanced Inflator Recovery Program, which shall run for two years. Under the programs, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy Inflators in Subject Vehicles that have been recalled as of [DATE]. Those Defendants that had existing programs regarding recovered and/or deployed or missing inflators will pay to the eligible Class Member 15% more per recovered and/or deployed or missing Inflator than they pay under their existing program(s). Those Defendants that did not have existing programs regarding recovered and/or deployed or missing inflators are implementing such programs. These additional payments do not apply to Inflators for which Toyota [and other OEMs] has already made a payment or to any payments made after the two-year Enhanced Inflator Recovery Program. More information about the benefits of the Settlements is available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**How can I participate in the Enhanced Inflater Recovery Program?** You may submit a Claim to participate in the Enhanced Inflater Recovery Program. Instructions to submit a claim can be found in the Claim Form at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**What are my options?** You are not required to do anything in response to this notice unless you wish to exclude yourself from the settlements or file an objection. If you do not exclude yourself, then if the court approves the settlements, you may recover any benefits to which you may be entitled under the settlements, and you will be legally bound by the settlement terms including the release of claims. The potential available benefits are more fully described in the Settlements, available at the settlement website. If you want to exclude yourself from the settlements, and not receive any benefits to which you may be eligible, then you exclude yourself by **Month DD, 2022**. You may object to the Settlements by **Month DD, 2022**. You cannot both exclude yourself from and object to the Settlements. The deadlines and procedures for requesting exclusion from the settlement or filing an objection are also explained on the settlement website.

**Fairness Hearing.** The Court will hold a fairness hearing on **Month DD, 2022** to consider whether to grant final approval of the Settlements and a request for \$214,937.78 in attorneys' costs and expenses for the settlements with Toyota[include other OEMs]. Plaintiffs' counsel are not seeking any attorneys' fees or for class representative awards associated with the settlement of this action. You may appear at the fairness hearing, either by yourself or through an attorney you hired, but you don't have to hire an attorney because class counsel will be there to represent your and settlement class's interests. For more information, including the Settlement benefits, eligibility, release of claims, and applicable deadlines and procedures to request exclusion, object, or file a claim, in English or Spanish, call or visit the website below.

1-8XX-XXX-XXXX

[www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com)

# **EXHIBIT 3**

**UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**  
1200 New Jersey Avenue SE  
Washington D.C. 20590

\_\_\_\_\_  
**In re:** )  
 )  
Docket No. NHTSA-2015-0055 )  
Coordinated Remedy Program Proceeding )  
 )  
\_\_\_\_\_ )

**THIRD AMENDMENT TO THE COORDINATED REMEDY ORDER**

This Amendment to the Coordinated Remedy Order (“Amendment”) is issued by the Administrator of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation. Pursuant to NHTSA’s authority under the National Traffic and Motor Vehicle Safety Act of 1966, as amended and recodified (the “Safety Act”), 49 U.S.C. § 30101, *et seq.*, and specifically, 49 U.S.C. §§ 30118-30120, 30120(a)(1), 30120(c)(2)-(3), 30166(b), 30166(c), 30166(e), 30166(g)(1), and 49 CFR §§ 573.6, 573.14, this Amendment modifies the Coordinated Remedy Order issued on November 3, 2015 (“CRO”) to add newly affected vehicle manufacturers<sup>1</sup> (the “Expansion Vehicle Manufacturers”) to the Coordinated Remedy Program and to set forth additional requirements and obligations of the affected vehicle manufacturers (the “Affected Vehicle Manufacturers”)<sup>2</sup> and TK Holdings,

<sup>1</sup> Including Ferrari North America, Inc. (“Ferrari”), Jaguar Land Rover North America, LLC (“Jaguar-Land Rover”), McLaren Automotive, Ltd. (“McLaren”), Mercedes-Benz US, LCC (“Mercedes-Benz”), Tesla Motors, Inc. (“Tesla”), Volkswagen Group of America, Inc. (“Volkswagen”), and, per Memorandum of Understanding dated September 16, 2016, Karma Automotive on behalf of certain Fisker vehicles (“Karma”).

<sup>2</sup> Including, in addition to the Expansion Vehicle Manufacturers, the previously included companies, or “Original Affected Manufacturers”: BMW of North America, LLC (“BMW”), FCA US, LLC (“FCA”) (formerly Chrysler), Daimler Trucks North America, LLC (“Daimler Trucks”), Daimler Vans USA, LLC (“Daimler Vans”), Ford Motor Company (“Ford”), General Motors, LLC (“GM”), American Honda Motor Company (“Honda”), Mazda North American Operations (“Mazda”), Mitsubishi Motors North America, Inc. (“Mitsubishi”), Nissan North

Inc., (“Takata”) in connection with the recall and remedy of certain types of Takata air bag inflators. The CRO, including all facts, findings, terms, and prior amendments<sup>3</sup>, is hereby incorporated by reference as if fully set forth herein.

## **I. NATURE OF THE MATTER AND FINDINGS.**

1. On November 3, 2015, upon the conclusion of the Coordinated Remedy Program Proceeding and closing of public Docket Number NHTSA-2015-0055 (addressing the recalls of certain Takata air bag inflators), NHTSA issued a Consent Order to Takata on November 3, 2015 (“November 2015 Consent Order”) and the CRO. *See Coordinated Remedy Order with Annex A*, 80 FED. REG. 70866 (Nov. 16, 2015).

2. Since that time, NHTSA has continued its investigation into the Takata air bag inflator ruptures (EA15-001) and has been implementing and overseeing the Coordinated Remedy Program. As part of the ongoing investigation NHTSA has, among other things, received briefings from three independent research organizations,<sup>4</sup> each of which had undertaken scientific evaluations of Takata’s frontal air bag inflators containing non-desiccated phase-stabilized ammonium nitrate (“PSAN”). *See Amendment to November 3, 2015 Consent Order, EA15-001 Air Bag Inflator Rupture (May 4, 2016) (“Amended Consent Order”)*. NHTSA staff evaluated the research and also consulted with the Agency’s independent expert on the various researchers’ findings. *See id.* (including Expert Report of Harold R. Blomquist, Ph.D. as Exhibit A). Based upon the scientific analyses and data obtained from the researchers

---

America, Inc. (“Nissan”), Subaru of America, Inc. (“Subaru”), and Toyota Motor Engineering and Manufacturing (“Toyota”).

<sup>3</sup> Amendments were issued granting extensions of time to BMW on March 15, 2016, and to GM, Daimler Vans, and Ford on September 29, 2016. These amendments are publicly available at: <http://www.safercar.gov/rs/takata/takata-docs.html>.

<sup>4</sup> Exponent, Inc., Fraunhofer ICT, and Orbital ATK.

and additional data from Takata, on May 4, 2016, NHTSA issued, with Takata's agreement, the Amended Consent Order, which, among other things, established a phased schedule for the future recall of all Takata frontal inflators containing non-desiccated PSAN by December 31, 2019.

3. The number of Takata air bag inflators currently recalled, or scheduled for recall, has increased since November 3, 2015, from approximately 23 million to approximately 61 million<sup>5</sup> and the number of affected vehicle manufacturers has grown from 12 to 19. The size of these recalls, ages of vehicles affected, nature of the defect, and associated communications and outreach challenges, as well as remedy part and alternative part supply challenges, lends unprecedented complexity to the recall and remedy process. Given the potential severity of the harm to vehicle occupants when an inflator rupture occurs and the wide-spread exposure across a large vehicle population, the ongoing risk of harm presented by the defective Takata air bag inflators is extraordinary. Accordingly, for the reasons that follow, and upon consideration of the entire record in this proceeding (including NHTSA's ongoing investigation in EA15-001, oversight of the Takata non-desiccated PSAN inflator recalls issued in May and June 2015 by the Original Affected Manufacturers (the "Inflator Recalls") to date, and the Amended Consent Order) NHTSA now issues this Third Amendment to the Coordinated Remedy Order.

#### **Additional Factual Background**

4. Following the issuance of the November 2015 Consent Order and the CRO, NHTSA continued its investigation into the rupturing Takata air bag inflators and began to implement the Coordinated Remedy Program.

5. In late 2015, Takata shared new inflator ballistic testing data with the Agency.

---

<sup>5</sup> This number of inflators does not include like-for-like remedies.

That data included ruptures during testing of four (4) non-desiccated PSPI inflators and two (2) non-desiccated PSPI-L inflators (both of which are passenger side air bag inflators). Based on the new ballistic testing data, in December 2015, Takata amended DIRs 15E-042 (for the PSPI-L) and 15E-043 (for the PSPI) to include inflators through model year 2008, and the impacted vehicle manufacturers<sup>6</sup> expanded their existing recalls to all vehicles with those inflator types through model year 2008.

6. Meanwhile, in the fall of 2015, Takata began ballistic testing and analysis of certain non-desiccated PSDI-5 driver air bag inflators returned from the field. In January 2016, Takata notified the Agency that of 961 returned non-desiccated PSDI-5 inflators subjected to testing, three (3) had ruptured during testing and an additional five (5) had shown elevated internal pressure levels during testing deployment, but did not rupture during testing.

7. In January 2016, the Agency learned that on December 22, 2015, the driver of a 2006 Ford Ranger was killed in a crash in Lancaster County, South Carolina, when the non-desiccated SDI inflator in his air bag ruptured during deployment. While this vehicle was under recall for the passenger side air bag inflator, the driver side air bag inflator had not been recalled because no ruptures had occurred during previous ballistic testing. That ballistic testing was conducted as part of a proactive surveillance testing program that included 1,900 tests conducted on parts taken out of vehicles located in the high absolute humidity (“HAH”) region.

8. In light of the new ballistic test data showing ruptures in non-desiccated PSDI-5 inflators (see Paragraph 6)<sup>7</sup>, the December 22, 2015, fatality involving a non-desiccated SDI inflator (see Paragraph 7), and paragraph 29 of the November 2015 Consent Order, on January

---

<sup>6</sup> Honda, Mazda, and Subaru.

<sup>7</sup> By the time Takata filed the DIR with the Agency on January 25, 2016, Takata reported four (4) ruptures and six (6) abnormally high internal pressurizations during ballistic testing on 1995 inflators returned from the field.

25, 2016, Takata filed two DIRs, initiating the recall of non-desiccated PSDI-5 inflators (16E-005) from start of production through model year 2014, and initiating the recall of non-desiccated SDI inflators (16E-006) from the start of production through model year 2014. Thereafter, vehicle manufacturers impacted by these expansions subsequently filed corresponding DIRs, including Volkswagen and Mercedes-Benz, neither of which had previously been part of the Coordinated Remedy Program.

9. In February and March 2016, the Agency received briefings from Exponent, Inc., Fraunhofer ITC, and Orbital ATK, regarding their research into the root cause(s) of the inflator ruptures, including the conclusions each had drawn as of that time. The findings of all three research organizations were consistent with previous theories that most of the inflator ruptures are associated with a long-term phenomenon of PSAN propellant degradation caused by years of exposure to temperature fluctuations and intrusion of moisture from the ambient atmosphere into the inflator. *See* Amended Consent Order at ¶ 2. The temperature fluctuations and moisture intrusions are more severe in warmer climates with high absolute humidity. *Id.* Based upon the Agency’s review of the work done by the research organizations, it concluded that the likely root cause of the rupturing of most<sup>8</sup> non-desiccated frontal Takata air bag inflators is a function of time, temperature cycling, and environmental moisture. *Id.* at ¶ 5. Other factors may influence the relative risk<sup>9</sup> of inflator rupture, but the overarching root cause of the ruptures consists of the three identified factors.

10. Based on the Agency’s root cause determination regarding the non-desiccated

---

<sup>8</sup> The findings are qualified as applicable to “most” non-desiccated PSAN frontal inflators made by Takata because some of the earliest rupture-related recalls additionally involved certain manufacturing defects that caused the inflators to rupture before the combined effects of time, temperature cycling, and humidity could have caused the degradation that leads to rupture.

<sup>9</sup> Factors that may affect relative risk of inflator rupture and risk to vehicle occupants include, but are not limited to, vehicle size, position of the inflator in the vehicle (passenger, driver, or both), and manufacturing location.



PSAN frontal inflators, on May 4, 2016, NHTSA issued, and Takata agreed to, the Amended Consent Order. The Amended Consent Order sets forth a phased schedule of five DIR filings by Takata between May 15, 2016 and December 31, 2019, that ultimately will recall all Takata frontal non-desiccated PSAN air bag inflators, including all “like-for-like” inflators used as remedy parts during the recalls.<sup>10</sup> Vehicle manufacturers not previously affected by the Takata air bag inflator recalls are included under this DIR schedule, including: Ferrari, Jaguar-Land Rover, McLaren, Tesla, and, by agreement with the Agency, Karma (as to certain Fisker vehicles).

11. Since issuing the CRO, the Agency has continued to monitor the availability of remedy parts supply through communications with Takata, other major inflator suppliers (the “Suppliers”),<sup>11</sup> and Affected Vehicle Manufacturers. At least one vehicle manufacturer has taken significant steps to ensure an adequate supply chain of replacement inflators going forward, including working with alternative suppliers to establish additional supply lines. However, some vehicle manufacturers struggled to find alternative suppliers with sufficient production capacity in a timely fashion, or to identify acceptable final remedy inflators (whether produced by Takata or another supplier). Further, some vehicle manufacturers that became involved in the Takata air bag inflator recalls relatively recently must find remedy parts production capacity in an already crowded marketplace. Additionally, developing and validating new remedy parts can add several months, or more, to the process. However, not all Suppliers are at maximum capacity for future production orders. Suppliers have some limited

---

<sup>10</sup> Like-for-like replacements are remedy parts that are the same as the part being removed, except that they are new production. These parts are an adequate interim remedy because the risk of inflator rupture develops over time. Thus, like-for-like remedy parts are safe at the time of installation and much safer than the older parts they replace, because the inflators present a lower risk of rupture since insufficient time has passed for the propellant degradation process to have occurred. Like-for-like parts are sometimes also referred to as an “interim remedy”.

<sup>11</sup> Hereinafter, “Suppliers” shall collectively refer to Autoliv Americas, Daicel Safety Systems America, LLC, and ZF-TRW.

additional production capacity. Further, the Suppliers and Affected Vehicle Manufacturers have the ability, with time and capital investments, to develop additional supply capacity to address the significant parts demand not only for U.S. supply, but for the larger global supply that may well be required.

12. Significant efforts by the Affected Vehicle Manufacturers and Suppliers to ensure an adequate remedy parts supply will be required for the foreseeable future as these recalls continue to expand with the future scheduled DIRs for Takata frontal air bag inflators containing non-desiccated PSAN (hereafter, the combined current and future recalls of Takata non-desiccated PSAN air bag inflators are referred to as the “Expanded Inflator Recalls”), and the potential expansion by December 31, 2019, to Takata frontal inflators containing desiccated PSAN<sup>12</sup>.

13. In addition to the ongoing investigation and recall expansions, the Agency is implementing the Coordinated Remedy Program. This included the selection in December 2015 of an Independent Monitor (hereafter, the Independent Monitor and/or his team are referred to as the “Monitor”) responsible for, among other things, data collection from the Affected Vehicle Manufacturers, Takata, and Suppliers, which allows for enhanced analysis on remedy parts supply, recall completion rates, and efforts being made by each affected manufacturer to successfully carry out its recall and remedy program. In addition to frequent direct communications with Takata and each of the Affected Vehicle Manufacturers, the Agency has extensive communications with the Monitor regarding new information, insights, and proposals for addressing challenges identified through the data analysis.

---

<sup>12</sup> Paragraph 30 of the November 2015 Consent Order provides that the NHTSA Administrator may issue final orders for the recall of Takata’s desiccated PSAN inflators 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.

14. In consultation with NHTSA, the Monitor has engaged in extensive discussions with the Affected Vehicle Manufacturers and Takata, and also with the Suppliers. Among other things, the Monitor has conducted data analysis to identify high-risk communities needing improved repair rates; spearheaded targeted outreach into high-risk communities with data analysis of the effectiveness of those efforts; overseen marketing research, developed deep knowledge of affected vehicle manufacturers supply chains and dealer network business practices; and provided recommendations to the vehicle manufacturers subject to the CRO to improve processes, procedures, communications, and outreach to improve recall completion rates at each.

15. Numerous challenges have been identified by the Agency, or brought to the Agency's attention by the Monitor, regarding the recalls underway and varying levels of compliance with the CRO. One significant issue that has arisen is clear communication with the public on what is happening. Consumers are confused. Consumers should be readily able to determine what vehicles are affected (and when), what to do if a remedy part is not available, and whether they will need to get their vehicle repaired more than once. The challenge of providing the public with clear and accurate information (for NHTSA and the Affected Vehicle Manufacturers) is compounded when each vehicle manufacturer crafts a different message, often resulting in consumer confusion.

16. Another overarching challenge has been the term "sufficient supply" to launch a remedy campaign as set forth in paragraph 39 of the CRO. Some vehicle manufacturers have expressed uncertainty to NHTSA about what volume of supply is "sufficient" to launch a remedy campaign. Some vehicle manufacturers have also struggled to comply with the "sufficient supply" schedule set forth in paragraph 39 of the CRO, and some have provided

inadequate and late communication to NHTSA regarding their inability to fully meet the “sufficient supply” schedule. Finally, some vehicle manufacturers have communicated to the Agency and the Monitor that they had adequate supply to launch, yet did not reflect that status in the data sent to the Vehicle Identification Number (“VIN”) Lookup Tool available through NHTSA’s website, [safercar.gov](http://safercar.gov). If a manufacturer has sufficient parts to repair vehicles, it is inappropriate for the manufacturer to keep that information hidden from the anxiously awaiting public in need of those remedy parts.

17. In addition, several vehicle manufacturers submitted inadequate recall engagement processes or plans, required under paragraph 41 of the CRO, and have failed to take actions sufficient to effectuate full and timely remedy completion (i.e., limiting efforts to: sending recall notices by mail, using phone calls and text messaging, providing customer data to dealers, evaluating technician training requirements, having some information available on their website, and updating the VIN lookup information available through [safercar.gov](http://safercar.gov), and completing biweekly recall completion updates to the Agency but with inconsistent accuracy of data). Such inadequate efforts were often accompanied by an unwillingness or inability to implement recommendations of the Monitor as to how to improve outreach efforts and remedy completion rates.

18. Other issues that have arisen in the Coordinated Remedy Program include: reluctance by some vehicle manufacturers to provide timely customer notification of a recall, or of remedy part availability; inadequate effort by some vehicle manufacturers to motivate customers to get repairs done, i.e., to actually carry out and complete the remedy campaign; reluctance by some vehicle manufacturers to stop using Takata PSAN-based inflators without conducting adequate research to prove their safety, despite the potential for additional recalls of

these very parts; some vehicle manufacturers' consumer communications indicating that the remedy is not important, or the recall is not serious; resistance by some vehicle manufacturers engaging in surveillance programs for Takata inflators that contain desiccated PSAN; and reluctance by certain vehicle manufacturers to cooperate with the Monitor, including reluctance to provide information requested by the Monitor in carrying out Monitor duties.

19. In addition to the above challenges to NHTSA's oversight of vehicle manufacturers under the existing Coordinated Remedy Program and the CRO, a change to the structure of the recall zones will present challenges going forward. In the original CRO issued in November 2015, vehicles were categorized into the HAH and non-HAH categories based upon the best available information at that time, which indicated that vehicles in the HAH region posed the greatest risk of rupture and thus the greatest risk of injury or death. Further testing and analysis done by Exponent, Inc. has now provided the Agency with a better understanding of the PSAN degradation process. The current, best available information shows that the HAH region should also include the states of South Carolina and California<sup>13</sup>, and that the non-HAH region can be broken into two separate risk zones with the northern zone presenting the lowest risk of rupture in the near-term. The most recent recall expansions (filed in May and June 2016) categorized vehicles into these three zones—the HAH and two non-HAH zones<sup>14</sup>—rather than the two HAH and non-HAH zones previously used. However, the previous recalls remain divided into the two-zone system.

20. As of December 1, 2016, there have been 220 confirmed Takata inflator rupture incidents in the United States. Many of these incidents resulted in serious injury to vehicle

---

<sup>13</sup> The previously defined HAH region includes the following states and territories: Alabama, Florida, Georgia, Hawaii, Louisiana, Mississippi, Texas, Puerto Rico, American Samoa, Guam, the Northern Mariana Islands (Saipan), and the U.S. Virgin Islands. *See* Coordinated Remedy Order at ¶ 38 n.8 (Nov. 3, 2015).

<sup>14</sup> The three zones—A, B, and C—are defined in paragraph 7 of the Amended Consent Order.

occupants. In 11 of the incidents, the vehicle's driver died as a result of injuries sustained from the rupture of the air bag inflator. In other incidents, vehicle occupants suffered injuries including cuts or lacerations to the face or neck, broken or fractured facial bones, loss of eyesight, and broken teeth. The risk of these tragic consequences is greatest for individuals sitting in the driver seat.

### **Findings**

Based upon the Agency's analysis and judgment, and upon consideration of the entire record, NHTSA finds that:

21. There continues to be a risk of serious injury or death if the remedy programs of the Affected Vehicle Manufacturers are not accelerated.

22. Acceleration of each Affected Vehicle Manufacturers' remedy program can be reasonably achieved by expanding the sources of replacement parts.

23. Each Affected Vehicle Manufacturers' remedy program will not likely be completed within a reasonable time without acceleration.

24. Each air bag inflator with the capacity to rupture (e.g., the recalled Takata non-desiccated PSAN inflators) presents an unreasonable risk of serious injury or death. As of December 1, 2016, 11 individuals have already been killed in the United States alone, with reports of at least 184 injured. Since the propensity for rupture is a function of time, humidity, and temperature cycling, the risk for injurious or lethal rupture in affected vehicles increases each day. While each of the Affected Vehicle Manufacturers has made effort towards the remedy of these defective air bag inflators, acceleration and coordination of the inflator remedy programs is necessary to reduce the risk to public safety. Acceleration and coordination

(including the Expansion Vehicle Manufacturers) will enhance the ability of all of the Affected Vehicle Manufacturers to carry out remedy programs using established priorities based on relative risk; coordinate on safety-focused efforts to successfully complete their respective remedy programs; and allow for the organization and prioritization of remedy parts, if needed, with NHTSA's oversight.

25. Continued acceleration of the inflator remedy programs can be reasonably achieved by, among other things, expanding the sources of replacement parts. This acceleration can be accomplished in part by a vehicle manufacturer contracting with any appropriate alternative part supplier for remedy parts. Takata cannot manufacture sufficient remedy parts in a reasonable time for the estimated 61 million inflators that presently require remedy in the U.S. market alone under the recalls of Takata's frontal non-desiccated PSAN inflators.

26. In light of all the circumstances, including the safety risks discussed above, the Affected Vehicle Manufacturers' recall remedy programs are not likely capable of completion within a reasonable amount of time without acceleration of each remedy program. It is critical to the timely completion of each remedy program that the Affected Vehicle Manufacturers obtain remedy inflators from sources other than Takata. There is no single supplier capable of producing the volume of replacement inflators required, in a reasonable timeframe, to supply all of the remedy parts.

27. Based on the challenges identified thus far in implementing and carrying out the Coordinated Remedy Program, the Agency finds that clarification of terms of the CRO and additional CRO requirements are necessary to effectively monitor the Affected Vehicle Manufacturers' recall and remedy programs.

28. Further, based upon the recall completion information available to the Agency and the severity of the harm from inflator ruptures, notifications to vehicle owners sent by the Affected Vehicle Manufacturers do not result in an adequate number of vehicles being returned for the inflator remedy within an acceptable timeframe.

29. The issuance of this Third Amendment to the Coordinated Remedy Order is a necessary and appropriate exercise of NHTSA's authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), to inspect and investigate, 49 U.S.C. § 30166(b)(1); to ensure that defective vehicles and equipment are recalled and remedied and that owners are notified of a defect and how to have the defect remedied, 49 U.S.C. §§ 30118-30120; to ensure the adequacy of the remedy, including through acceleration of the remedy program, 49 U.S.C. § 30120(c); to require vehicle manufacturers and equipment manufacturers to keep records and make reports, 49 U.S.C. § 30166(e); to require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g); and to seek civil penalties, 49 U.S.C. § 30165.

30. This Third Amendment to the Coordinated Remedy Order, developed based on all evidence, data, analysis, and other information received in the Coordinated Remedy Program Proceeding, NHTSA investigation EA15-001, the Amended Consent Order, and information learned in implementing and overseeing the Coordinated Remedy Program, will reduce the risk of serious injury or death to the motoring public and enable the affected vehicle manufacturers and Takata to implement, and complete, the necessary remedy programs on an accelerated basis.



Accordingly, it is hereby ORDERED by NHTSA as follows:

**II. ADDITIONAL TERMS TO THE COORDINATED REMEDY ORDER.**

31. In addition to the Original Affected Manufacturers covered under the Coordinated Remedy Order issued November 3, 2015, the following vehicle manufacturers are hereby added to the Coordinated Remedy Program and, henceforth, are subject to the terms of the Coordinated Remedy Order and this Amendment: Ferrari North America, Inc., Jaguar Land Rover North America, LLC, McLaren Automotive, Ltd., Mercedes-Benz US, LCC, Tesla Motors, Inc., Volkswagen Group of America, Inc., and, based on a Memorandum of Understanding with the Agency, Karma Automotive<sup>15</sup>.

32. Pursuant to 49 U.S.C. § 30118, within 5 business days of Takata filing a DIR as set forth in the Amended Consent Order, each Affected Vehicle Manufacturer shall file with the Agency a corresponding DIR for the affected vehicles in that vehicle manufacturers' fleet. Takata DIRs are scheduled to be filed with the Agency on December 31 of the years 2016, 2017, 2018, and 2019. Where a DIR is scheduled to be filed on a weekend or federal holiday, that DIR shall instead be filed on the next business day that the federal government is open.

**Amended Priority Groups and Recall Completion Deadlines  
for the Coordinated Remedy Program**

33. The Agency has communicated with the Affected Vehicle Manufacturers regarding vehicle prioritization plans based on a risk-assessment that takes into account the primary factors related to Takata inflator rupture, as currently known and understood, and other

---

<sup>15</sup> As to certain Fisker vehicles per the Memorandum of Understanding dated September 16, 2016.

relative risk factors specific to that vehicle manufacturer's products. The primary factors utilized in prioritizations remain the same as in the CRO and are: (1) age of the inflator (with older presenting a greater risk of rupture); (2) geographic location of the inflator (with prolonged exposure to HAH presenting a greater risk of rupture); and (3) location of the Takata inflator in the vehicle (driver, passenger, or both). Prioritizations also take into account continuity of previous recall plans and priority groups. In order to timely and adequately complete its remedy program, each Affected Vehicle Manufacturer shall, pursuant to 49 U.S.C. § 30120(a)(1) and (c), carry out its remedy program in accordance with the following prioritization plans unless otherwise authorized by the Agency. A complete listing of the vehicles in each priority group ("Priority Group") developed using the above risk factors is attached hereto as Amended Annex A<sup>16</sup>, and is hereby incorporated by reference as if fully set forth herein. The Priority Groups are as follows:

- a. **Priority Group 1** – Highest risk vehicles that were recalled May through December **2015**.
- b. **Priority Group 2** – Second highest risk vehicles that were recalled May through December **2015**.
- c. **Priority Group 3** – Third highest risk vehicles that were recalled May through December **2015**.
- d. **Priority Group 4** – Highest risk vehicles that were recalled January through June **2016**<sup>17</sup>.
- e. **Priority Group 5** – Second highest risk vehicles that were recalled January through June **2016**.
- f. **Priority Group 6** – Third highest risk vehicles that were recalled January through June **2016**.
- g. **Priority Group 7** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers<sup>18</sup> in January 2017 that have ever been registered in Zone A.<sup>19</sup>

---

<sup>16</sup> Because information about the risk factors may change throughout this Coordinated Remedy Program, these prioritizations are subject to change by a vehicle manufacturer, subject to NHTSA's oversight and approval.

<sup>17</sup> Vehicles in Priority Groups 4 through 10 were not recalled in May of 2015 and thus were not part of the original prioritizations. Priority Group ("PG") 4 and 5, in particular, should be considered comparable to PG 1 and 2 of the CRO in terms of urgency of the remedy.

<sup>18</sup> Vehicles in Priority Groups 7 through 10 are defined as being recalled by Affected Vehicle Manufacturers in January of a given year to minimize confusion about which vehicles and DIRs are affected, because Takata will file DIRs by December 31 of the prior year, or on the first business day of the PG defined year when December 31 falls on a weekend or holiday.

- h. **Priority Group 8** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers in January 2017 that *have not* ever been registered in the Zone A region during the service life of the vehicle.
- i. **Priority Group 9** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers in January 2018.
- j. **Priority Group 10** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers in January 2019.
- k. **Priority Group 11** – Vehicles ever registered in the HAH or Zone A that were previously remedied with a “like for like” part<sup>20</sup> under a recall initiated by an Affected Vehicle Manufacturer during calendar year 2015 or before.
- l. **Priority Group 12** – Vehicles previously remedied with a “like for like” part and are not covered in Priority Group 11.

34. Pursuant to their obligations to remedy a defect within a reasonable time, as set forth in 49 U.S.C. § 30120(a)(1) and § 30120(c)(2), each Affected Vehicle Manufacturer shall acquire a sufficient supply of remedy parts to enable it to provide remedy parts, in a manner consistent with customary business practices, to dealers within their respective dealer networks and, *further, to launch the remedy program*, by the timelines set forth in this Paragraph. Each Vehicle Manufacturer shall ensure that it has a sufficient supply of remedy parts on the following schedule:

<b>Priority Group</b>	<b>Sufficient Supply &amp; Remedy Launch Deadlines</b>
Priority Group 1	March 31, 2016
Priority Group 2	September 30, 2016
Priority Group 3	December 31, 2016
Priority Group 4	March 31, 2017
Priority Group 5	June 30, 2017
Priority Group 6	September 30, 2017
Priority Group 7	December 31, 2017
Priority Group 8	March 31, 2018
Priority Group 9	June 30, 2018
Priority Group 10	March 31, 2019
Priority Group 11	March 31, 2020
Priority Group 12	September 30, 2020

---

<sup>19</sup> Zone A includes the original HAH area plus the addition of the expansion states of California and South Carolina.

<sup>20</sup> These parts are sometimes referred to as “interim parts”.

Further, to the maximum extent possible, each Affected Vehicle Manufacturer shall take those measures necessary to sustain its supply of remedy parts available to dealers so that dealers are able to continue remediating vehicles after remedy program launch without delay or disruption due to issues of sufficient supply. An Affected Vehicle Manufacturer may, after consultation with and approval from NHTSA, further accelerate the launch of a Priority Group to begin the recall remedy campaign at an earlier date, provided that the vehicle manufacturer has a sufficient supply available to do so without negatively affecting supply for earlier Priority Groups.

35. To more clearly specify the remedy completion progress required in accelerating the Expanded Inflater Recalls, pursuant to the Affected Vehicle Manufacturers obligations to remedy a defect within a reasonable time (as set forth in 49 U.S.C. § 30120(a)(1) and § 30120(c)(2)-(3)) each Affected Vehicle Manufacturer shall implement and execute its recall remedy program in a manner and according to a schedule designed to achieve the following remedy completion percentages<sup>21</sup> at the following intervals:

<b>End of Quarter (after remedy launches)</b>	<b>Percentage of campaign vehicles remedied</b>
1st	15%
2nd	40%
3rd	50%
4th	60%
5th	70%
6th	80%
7th	85%
8th	90%
9th	95%
10th	100%

An Affected Vehicle Manufacturer shall not delay the launch of a remedy campaign, or decline to timely obtain sufficient supply to launch or sustain a remedy campaign, to defer the completion targets set forth in the preceding chart. An Affected Vehicle Manufacturer further

---

<sup>21</sup> The remedy completion timeline set forth in paragraph 35 does not apply to Priority Groups 1, 2, and 3, for which completion deadlines were previously established in the Coordinated Remedy Order.

accelerating a Priority Group under Paragraph 34 herein shall not be penalized for launching early, and shall be held to the standard of meeting the remedy completion timeline as though the recall remedy campaign launched on the date established in the Paragraph 34 Sufficient Supply & Remedy Launch Deadline (“Supply& Launch Deadline”) chart.

### **Remedy Completion Maximization Efforts**

36. Pursuant to 49 U.S.C. § 30166(e), within 90 days of the issuance of this Amendment, a vehicle manufacturer recalling inflators subject to this Amendment shall provide to NHTSA and to the Monitor a written recall engagement plan for maximizing remedy completion rates for all vehicles covered by the Expanded Inflator Recalls. Such plan shall, at a minimum, include, but not be limited to, plans to implement the methodology and techniques presented at NHTSA’s Retooling Recalls Workshop held at the U.S. Department of Transportation Headquarters on April 28, 2015, as well as the recommendations the Monitor has supplied to vehicle manufacturers. Further, each such plan shall also include:

- a. a narrative statement, which may be supplemented with a table, specifically detailing all inquiries made, contracts entered, and other efforts made to obtain sufficient remedy supply parts for the Inflator Recalls, including, but not limited to, the name of the supplier contacted; date of contact, request or inquiry made; and current status of that inquiry including any date by which action by one party must be taken. To ensure that sufficient United States supply will not be negatively impacted by global supply demands, this statement shall clearly explain: (i) the volume of supply intended for use in the United States; and (ii) the volume of supply the vehicle manufacturer is

- obtaining for recalls outside the United States; and
- b. a narrative statement discussing specific communications and marketing efforts the vehicle manufacturer has taken, is taking, or is considering or planning to take to improve and maximize recall completion rates including, but not limited to, data segmentation and specific motivational tools; and
  - c. a narrative statement discussing in detail efforts the vehicle manufacturer has taken, is taking, and is considering or planning to take, to prevent the sale of inflators and/or air bag modules covered by the Expanded Inflator Recalls, and vehicles equipped with the same, over the internet (i.e., through online marketplaces including, but not limited to, eBay, Amazon Marketplace, Facebook Marketplace, Alibaba, Craigslist, Hollander.com, and carparts.com). This discussion shall include the company name, contact name, email and telephone contact information for any online marketplace contacted, and any third-party company enlisted to assist in this work; and
  - d. a detailed narrative discussion of what efforts the vehicle manufacturer has taken, is taking, or is considering or planning to take, to monitor and remove inflators covered by the Expanded Inflator Recalls as the affected vehicles move through the used vehicle market and end-of-life market (i.e. vehicle auctions, franchised dealer lots, independent dealer lots, off-lease programs, scrapyards, etc.). This discussion shall include the company name, contact name, email and telephone contact information for contacts at any third-party company enlisted to assist in this work; and
  - e. discussion of any other efforts the vehicle manufacturer is considering or has

implemented evidencing the good-faith efforts being made by that vehicle manufacturer to maximize the Expanded Inflator Recalls completion rates and timely remedying of affected vehicles and the removal of defective inflators and/or inflator modules.

Such a plan shall be submitted with clear headings and subheadings that state the subject area addressed. A vehicle manufacturer that previously submitted a report pursuant to paragraph 41 of the CRO shall file an updated plan including all of the components identified herein.

37. Pursuant to 49 U.S.C. § 30166(e), each Affected Vehicle Manufacturer shall submit to NHTSA and to the Monitor at the end of each calendar quarter supplemental assessments (“Quarterly Supplements”) of the remedy completion and maximization plans submitted pursuant to paragraph 36 of this Amendment. These Quarterly Supplements shall include, at a minimum:

- a. a detailed explanation of the effectiveness of efforts since the last reporting period and an update on the implementation status of the maximization plan presented; and
- b. a discussion of additional efforts being considered and/or undertaken to increase completion rates and meet the deadlines set forth in the CRO and this Amendment; and
- c. a detailed discussion of efforts to implement Monitor recommendations, including recommendations issued prior to this Amendment; and
- d. a detailed update on efforts made, and metrics of success, relating to each of the issues and actions identified in paragraph 36 above; and
- e. a statement and/or accounting of the impact of the vehicle manufacturer’s

additional efforts on its recall completion relative to each of its recalls governed by this Amendment.

Quarterly Supplements shall discuss efforts made since the last report as well as future efforts planned or contemplated going forward. Quarterly Supplements shall be submitted with clear headings and subheadings identifying the required subject area addressed. Each Vehicle Manufacturer filing a plan pursuant to paragraph 36 herein shall file its first Quarterly Supplement not later than June 30, 2017.

38. Pursuant to 49 U.S.C. § 30166(e), each Vehicle Manufacturer shall submit to the Agency a Sufficient Supply & Remedy Launch Certification Report (“Supply Certification”) not later than the Supply & Remedy Launch Deadline set forth for the applicable Priority Group in paragraph 34 herein, stating:

- a. the criteria used to determine the appropriate sufficient supply to launch the remedy program for this particular phase of the recall;
- b. the total number of Expanded Inflator Recalls remedy parts (or kits) the vehicle manufacturer has on hand in the United States available to customers through its dealer network within 48 hours;
- c. the total number of Expanded Inflator Recalls remedy parts the vehicle manufacturer has on hand in the United States currently located at dealer locations ready and available for use as vehicle repair parts;
- d. the percentage of Expanded Inflator Recalls remedy parts available to the dealer network within 48 hours (i.e., the volume covered under 38.b. above based on the total number of vehicles remaining to be repaired); and
- e. the specific remedy part(s) identified in the Supply Certification, including



the inflator supplier and the inflator model or type as identified by the inflator supplier to the vehicle manufacturer.

For paragraphs (b), (c), and (d), if more than one remedy inflator supplier or more than one remedy part is being utilized, the volumes of each part shall also be specified by inflator supplier and inflator model or type. The Supply Certification shall be signed under oath, i.e., accompanied by an affidavit, by a responsible officer of that vehicle manufacturer.

39. Any Affected Vehicle Manufacturer seeking an extension of time to launch based on an insufficient supply by the Supply & Launch Deadline as set forth in the CRO or this Amendment shall submit to the Agency not less than 45 days prior to the applicable deadline a Notice of Anticipated Shortage and Request for Extension (“Extension Request”). An Extension Request shall be signed under oath, (i.e., accompanied by an affidavit, by a responsible officer of that vehicle manufacturer) and shall include a thorough explanation of (i) why the vehicle manufacturer believes it will not be able to meet the sufficient supply deadline; (ii) the remedy part selection, validation, and development process it is using (including the timeline for this process); (iii) the steps the vehicle manufacturer is taking to obtain sufficient supply; (iv) how many replacement parts (number and percentage ready for launch) the vehicle manufacturer reasonably believes will be available by the Supply & Launch Deadline, and (v) a specific extension request date. If an Affected Vehicle Manufacturer determines within 45 days of the Supply & Launch Deadline that it is unlikely to have a sufficient supply of remedy parts by that date, that vehicle manufacturer shall file an Extension Request with the Agency within 2 business days of making such determination. Any vehicle manufacturer filing an Extension Request shall provide an Extension Request Update not less than 14 days prior to the Sufficient Supply & Remedy Launch Deadline informing the Agency of any changes in the sufficient

supply status and making any additional necessary requests.

40. Pursuant to 49 U.S.C. §§ 30116–30120 and Pub. L. 112-141, 126 Stat. 405, within 24 hours of filing a Supply Certification, each Affected Vehicle Manufacturer shall update the remedy status returned in a search of NHTSA’s Vehicle Identification Number (“VIN”) Lookup Tool, as well as its own recall search tool, if it is required under federal regulation to support those tools or is voluntarily supporting those tools at the time of this Amendment, to reflect that parts are available for vehicles covered by the Supply Certification.

41. Pursuant to 49 U.S.C. §§ 30120(a), 30120(c)(3), and 30166(e), each Affected Vehicle Manufacturer using, or planning to use, a desiccated PSAN Takata inflator as a final remedy shall work in coordination with Takata to develop and implement an appropriate surveillance and testing plan to ensure the safety of the desiccated PSAN inflator part as an adequate final remedy. Not more than 60 days following the issuance of this Amendment, each vehicle manufacturer affected by this paragraph shall submit, jointly with Takata, to NHTSA and the Monitor a written plan setting forth the testing plan. Such plan shall include parts recovery and testing for Takata desiccated PSAN inflators from the field when that vehicle manufacturer’s fleet includes vehicles equipped with Takata desiccated PSAN inflators.

Pursuant to paragraph 30 of the November 2015 Consent Order to Takata, these desiccated PSAN inflators remain subject to potential recall if Takata or another credible source has not proven the safety of the parts by December 31, 2019, and, as such, require further investigation by Takata and the relevant vehicle manufacturers, particularly when used as a final remedy part.

42. Pursuant to 49 U.S.C. §§ 30118(c)-(d), 30119(a)-(f), and 30120(c)(3), each Affected Vehicle Manufacturer shall conduct supplemental owner notification efforts, in coordination with the Agency and the Monitor, to increase remedy completion rates and

accelerate its remedy completion timeline. Such notifications shall be made by an Affected Vehicle Manufacturer either upon specific recommendation of the Monitor to that Affected Vehicle Manufacturer, or at NHTSA's direction, or may also occur upon a vehicle manufacturer initiating such action in consultation with NHTSA and/or the Monitor. Supplemental communications shall adhere to *Coordinated Communications* Recommendations issued by the Monitor, forthcoming, unless otherwise agreed to by the Agency. *Coordinated Communications* Recommendations shall be made public on NHTSA's website. One or more Affected Vehicle Manufacturer(s) may, at any time, propose alternative messaging, imaging, formats, technologies, or communications strategies, with any supporting data, analysis, and rationales favoring the variation in communication, to the Agency and the Monitor. Not less than five (5) business days prior to sending, or otherwise issuing, a supplemental communication under this paragraph, an Affected Vehicle Manufacturer shall provide electronic versions of all supplemental consumer communications to both the Agency and the Monitor following the submission instructions to be set forth in the *Coordinated Communications* Recommendations.

### **Potential Future Recalls**

43. Paragraph 30 of the November 2015 Consent Order provides that the NHTSA Administrator may issue final orders for the recall of Takata's desiccated PSAN inflators if, by December 31, 2019, Takata or another credible source has not proven to NHTSA's satisfaction that the inflators are safe or the safe service life of the inflators. Pursuant to 49 U.S.C. § 30166(e), each Affected Vehicle Manufacturer with any vehicle in its fleet equipped with a desiccated PSAN Takata inflator, and not filing a report under paragraph 41 herein, shall provide a written plan, not more than 90 days following the issuance of this amendment, fully

detailing the vehicle manufacturer's plans to confirm the safety and/or service life of the desiccated PSAN inflator(s) used in its fleet. This plan shall include discussion of any plans to coordinate with Takata for recovery of parts from fleet vehicles and testing, and any anticipated or future plans to develop or expand a recovery and testing protocol of the desiccated PSAN inflators.

### **Record Keeping & Reports**

44. Pursuant to 49 U.S.C. § 30166(e), Affected Vehicle Manufacturers shall submit complete and accurate biweekly recall completion update reports to NHTSA and the Monitor in the format(s) and manner requested.

45. Currently, vehicle manufacturers conducting recalls report to NHTSA vehicles determined to be unreachable for recall remedy due to export, theft, scrapping, failure to receive notification (return mail), or other reasons (manufacturer specifies), as part of regulatory requirements. *See* 49 CFR § 573.7(b)(5). Recording and reporting the volume of the unreachable population is important in calculating a recall's completion and assessing a recall campaign's success. It is also important for purposes of reallocating outreach resources from vehicles likely no longer in service to vehicles that are, and thus continue to present an unreasonable risk to the public. In the interest of obtaining a higher degree of accuracy in recalls completion reporting, and to support the Affected Vehicle Manufacturers in focusing their resources on remedy campaign vehicles at risk, Affected Vehicle Manufacturers are hereby permitted to count vehicles in the "other reasons" portion of their unreachable population counts where:

- a. ALL vehicles in the particular recall campaign are at least five years of age measured from their production dates; and
- b. a vehicle has not been registered in any state or territory, or has held an expired registration, for at least three continuous years; and
- c. at least one alternative, nationally recognized data source corroborates the vehicle is no longer in service. Examples of such data sources include: records from the National Motor Vehicle Title Information Service (NMVTIS); a license plate recognition data source; and a vehicle history report reflecting a lack of activity for at least three years (e.g., no repair or maintenance history, no transfer of title or purchase records, etc.). In utilizing this provision, a vehicle manufacturer shall not ignore information in its possession that indicates that the vehicle remains in service.

46. For the purposes of reporting under this Amendment, Affected Vehicle Manufacturers may remove from recall outreach efforts the vehicles counted in the “other” category pursuant to the procedure set forth in the preceding paragraph. This includes re-notifications. However, in all instances, Affected Vehicle Manufacturers shall conduct required first class mailings, pursuant to 49 CFR § 577.5. These mailings may be discontinued for vehicles the vehicle manufacturer has identified, and reported to NHTSA, as scrapped, exported, stolen, or for whom mail was returned.

47. Before utilizing the “other” category as set forth herein, the vehicle manufacturer shall explicitly notify NHTSA through a Part 573 document (initial or updated) that it intends to use the “other” reporting category to report counts of vehicles that meet its defined criteria. The manufacturer shall notify NHTSA of its decision before filing the quarterly report, or biweekly

completion report, in which the vehicle manufacturer intends to utilize this “other” category as set forth herein.

48. Vehicle manufacturers opting to use the “other” reporting category shall:
  - a. keep records to substantiate the determination to count any vehicle in the “other” category; and
  - b. in the initial notice, and with updates upon NHTSA’s request, provide written documentation identifying to NHTSA an estimate of the financial resources saved utilizing this approach and explaining how those resources are reallocated to improve recall completion rates for the recalled vehicle population that remains in service; and
  - c. perform retroactive monitoring to identify any VIN reported as “other” but that was later serviced, for any reason, by a dealer. This recurring obligation shall be completed every quarter for which the vehicle manufacturer reports on the recall. Should the number of these VINs exceed five (5) percent of the total number of “other” reported VINs, the vehicle manufacturer must notify NHTSA and justify why the “other” category should remain available for use for that recall; and
  - d. maintain ALL VINs as active, or “live”, in the VIN data systems such that any search for the VIN will reflect an open recall status on the NHTSA web tool, the manufacturer’s web tool, and any and all dealer and other data networks with, and through which, the vehicle manufacturer communicates safety recall status information.

49. The Agency may, in its discretion, reject, modify, or terminate, a manufacturer's use of the "other" category reporting mechanism.

50. Vehicle manufacturers are required to provide six (6) consecutive quarters of reporting on recall completions pursuant to 49 CFR 573.7. Some Affected Vehicle Manufacturers are utilizing phased launches to prioritize parts availability in certain recall remedy campaigns. While quarterly reports must be filed once a vehicle manufacturer has initiated a recall remedy program, the consecutive quarters of reporting shall be counted towards the six required reports once the campaign is fully launched.

#### **Miscellaneous**

51. NHTSA may, after consultation with an affected vehicle manufacturer, and/or Takata, or upon a recommendation of the Monitor, modify or amend provisions of this Amendment to, among other things: account for and timely respond to newly obtained facts, data, changed circumstances, and/or other information that may become available throughout the term of the Coordinated Remedy Program. Such modifications may include, but are not limited to, changes to the Priority Groups contained in Amended Annex A; allowing for reasonable extensions of time for the timelines contained in Paragraphs 34 and 35; facilitating further recalls as contemplated by Paragraphs 29 and 30 of the Amended Consent Order; or for any other purpose related to the Coordinated Remedy Program, the Coordinated Remedy Order, and/or this Amendment to the Coordinated Remedy Order. Any such modification or amendment shall be made in writing signed by the NHTSA Administrator or his designee.

52. This Amendment shall be binding upon, and inure to the benefit of, Takata and the Affected Vehicle Manufacturers, including their current and former directors, officers,

employees, agents, subsidiaries, affiliates, successors, and assigns, as well as any person or entity succeeding to its interests or obligations herein, including as a result of any changes to the corporate structure or relationships among or between Takata, or any Affected Vehicle Manufacturers, and any of that company's parents, subsidiaries, or affiliates.

53. This Amendment shall become effective upon issuance by the NHTSA Administrator. In the event of a breach of, or failure to perform, any term of this Amendment by Takata or any Affected Vehicle Manufacturer, NHTSA may pursue any and all appropriate remedies, including, but not limited to, seeking civil penalties pursuant to 49 U.S.C. § 30165, actions compelling specific performance of the terms of this Order, and/or commencing litigation to enforce this Order in any United States District Court.

54. This Amendment to the Coordinated Remedy Order should be construed to include all terms and provisions of the Coordinated Remedy Order, and prior Amendments, unless expressly superseded herein.

55. This Amendment to the Coordinated Remedy Order shall not be construed to create rights in, or grant any cause of action to, any third party not subject to this Amendment.

56. In carrying out the directives of the Coordinated Remedy Order and this Amendment to the Coordinated Remedy Order, vehicle manufacturers and vehicle equipment manufacturers (i.e., suppliers) shall not engage in any conduct prohibited under the antitrust laws, or other applicable law.



IT IS SO ORDERED:

NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: DECEMBER 9, 2016

By: **// ORIGINAL SIGNED BY //**

Mark R. Rosekind, Ph.D.  
Administrator

**AMENDED ANNEX A<sup>22</sup>**

**Coordinated Remedy Program Priority Groups**

In the following Priority Groups, the area of high absolute humidity (“HAH”) is defined by each vehicle manufacturer individually, but in **all** instances includes vehicles originally sold or ever registered in Alabama, Florida, Georgia, Hawaii, Louisiana, Mississippi, Texas, Puerto Rico, American Samoa, Guam, Saipan, and the U.S. Virgin Islands. “Non-HAH” means any vehicle that has not been identified by the vehicle manufacturer as having been originally sold or ever registered in the HAH region, as defined by the vehicle manufacturer. The terms HAH and Non-HAH apply to vehicles in Priority Groups 1, 2, and 3. Zones A, B, and C are defined in paragraph 7 of the Amendment to November 3, 2015 Consent Order issued to Takata by the National Highway Traffic Safety Administration on May 4, 2016. Zone A includes the previously defined HAH plus the expansion states of California and South Carolina. Zones A, B, and C apply to Priority Groups 4 through 12.

---

<sup>22</sup> Corrected as of December 16, 2016.

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)<sup>23</sup></b>
1	2003 - 2003	Acura	3.2CL DAB (HAH)
1	2003 - 2003	Acura	3.2CL DAB (Non-HAH)
1	2002 - 2003	Acura	3.2TL DAB (HAH)
1	2002 - 2003	Acura	3.2TL DAB (Non-HAH)
1	2002 - 2006	BMW	3 Series, M3 DAB (HAH)
1	2002 - 2006	BMW	3 Series, M3 PAB (HAH)
1	2005 - 2008	Chrysler	300, 300C, SRT8 DAB (HAH)
1	2005 - 2005	Chrysler	300, 300C, SRT8 DAB (Non-HAH)
1	2005 - 2005	Chrysler	300, 300C, SRT8 PAB (HAH)
1	2008 - 2008	Dodge	Challenger DAB (HAH)
1	2006 - 2008	Dodge	Charger DAB (HAH)
1	2005 - 2005	Dodge	Dakota Pickup DAB (HAH)
1	2005 - 2005	Dodge	Dakota Pickup PAB (HAH)
1	2004 - 2005	Dodge	Durango DAB (HAH)
1	2004 - 2005	Dodge	Durango PAB (HAH)
1	2005 - 2008	Dodge	Magnum DAB (HAH)
1	2005 - 2005	Dodge	Magnum DAB (Non-HAH)
1	2005 - 2005	Dodge	Magnum PAB (HAH)
1	2004 - 2005	Dodge	RAM 1500 Pickup PAB (HAH)
1	2004 - 2005	Dodge	RAM 1500, 2500, 3500 Pickup DAB (HAH)
1	2005 - 2005	Dodge	RAM 2500 Pickup PAB (HAH)
1	2007 - 2008	Dodge	Sprinter PAB (HAH)
1	2005 - 2006	Ford	GT DAB (HAH)
1	2005 - 2006	Ford	GT PAB (HAH)
1	2005 - 2008	Ford	Mustang DAB (HAH)
1	2004 - 2005	Ford	Ranger DAB (HAH)
1	2004 - 2005	Ford	Ranger PAB (HAH)
1	2007 - 2008	Freightliner	Sprinter PAB (HAH)
1	2005 - 2005	GM-Saab	9-2X PAB (HAH)
1	2001 - 2003	Honda	ACCORD DAB (HAH)
1	2001 - 2003	Honda	ACCORD DAB (Non-HAH)
1	2003 - 2003	Honda	ACCORD PAB (HAH)
1	2003 - 2003	Honda	ACCORD PAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC DAB (HAH)
1	2001 - 2003	Honda	CIVIC DAB (Non-HAH)
1	2003 - 2005	Honda	CIVIC HYBRID DAB (HAH)
1	2003 - 2003	Honda	CIVIC HYBRID DAB (Non-HAH)
1	2003 - 2005	Honda	CIVIC HYBRID PAB (HAH)

---

<sup>23</sup> Where a vehicle make, model, model year appears in one Priority Group (“PG”) and the “Zone” is listed as “(Non-A)”, and the same vehicle make, model, and model year appears in a later PG as applicable to “Zone C”, the “Non-A” zone refers to Zone B vehicles.

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
1	2003 - 2003	Honda	CIVIC HYBRID PAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC NGV DAB (HAH)
1	2001 - 2003	Honda	CIVIC NGV DAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC NGV PAB (HAH)
1	2001 - 2003	Honda	CIVIC NGV PAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC PAB (HAH)
1	2001 - 2003	Honda	CIVIC PAB (Non-HAH)
1	2002 - 2006	Honda	CR-V DAB (HAH)
1	2002 - 2002	Honda	CR-V DAB (Non-HAH)
1	2002 - 2005	Honda	CR-V PAB (HAH)
1	2002 - 2002	Honda	CR-V PAB (Non-HAH)
1	2003 - 2006	Honda	ELEMENT DAB (HAH)
1	2003 - 2004	Honda	ELEMENT PAB (HAH)
1	2002 - 2002	Honda	ODYSSEY DAB (HAH)
1	2002 - 2002	Honda	ODYSSEY PAB (HAH)
1	2003 - 2008	Honda	PILOT DAB (HAH)
1	2003 - 2008	Honda	PILOT DAB (Non-HAH)
1	2003 - 2005	Honda	PILOT PAB (HAH)
1	2003 - 2005	Honda	PILOT PAB (Non-HAH)
1	2006 - 2006	Honda	RIDGELINE DAB (HAH)
1	2006 - 2006	Honda	RIDGELINE PAB (HAH)
1	2002 - 2003	Infiniti	QX4 PAB (HAH)
1	2007 - 2007	Lexus	SC430 PAB (HAH)
1	2003 - 2008	Mazda	Mazda6 DAB (HAH)
1	2003 - 2008	Mazda	Mazda6 PAB (HAH)
1	2004 - 2008	Mazda	RX8 DAB (HAH)
1	2004 - 2004	Mazda	RX8 PAB (HAH)
1	2006 - 2007	Mazda	Speed6 DAB (HAH)
1	2006 - 2007	Mazda	Speed6 PAB (HAH)
1	2004 - 2006	Mitsubishi	Lancer Evolution PAB (HAH)
1	2004 - 2006	Mitsubishi	Lancer PAB (HAH)
1	2004 - 2004	Mitsubishi	Lancer Sportback PAB (HAH)
1	2002 - 2003	Nissan	Pathfinder PAB (HAH)
1	2002 - 2003	Nissan	Sentra PAB (HAH)
1	2003 - 2007	Pontiac	Vibe PAB (HAH)
1	2004 - 2005	Subaru	Impreza/WRX/STI PAB (HAH)
1	2005 - 2008	Subaru	Legacy/Outback PAB (HAH)
1	2003 - 2007	Toyota	Corolla PAB (HAH)
1	2003 - 2007	Toyota	Matrix PAB (HAH)
1	2005 - 2007	Toyota	Sequoia PAB (HAH)
1	2005 - 2006	Toyota	Tundra PAB (HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
2	2003 - 2006	Acura	MDX DAB (HAH)
2	2003 - 2006	Acura	MDX DAB (Non-HAH)
2	2003 - 2005	Acura	MDX PAB (HAH)
2	2003 - 2005	Acura	MDX PAB (Non-HAH)
2	2002 - 2006	BMW	3 Series, M3 DAB (Non-HAH)
2	2000 - 2001	BMW	3 Series, M3 PAB (HAH)
2	2002 - 2006	BMW	3 Series, M3 PAB (Non-HAH)
2	2002 - 2003	BMW	5 Series, M5 DAB (HAH)
2	2002 - 2003	BMW	5 Series, M5 DAB (Non-HAH)
2	2003 - 2004	BMW	X5 SAV DAB (HAH)
2	2003 - 2004	BMW	X5 SAV DAB (Non-HAH)
2	2007 - 2008	Chevrolet/GMC	Silverado/Sierra HD PAB (HAH)
2	2009 - 2010	Chrysler	300, 300C, SRT8 DAB (HAH)
2	2006 - 2010	Chrysler	300, 300C, SRT8 DAB (Non-HAH)
2	2007 - 2008	Chrysler	Aspen DAB (HAH)
2	2007 - 2008	Chrysler	Aspen DAB (Non-HAH)
2	2009 - 2010	Dodge	Challenger DAB (HAH)
2	2008 - 2010	Dodge	Challenger DAB (Non-HAH)
2	2009 - 2010	Dodge	Charger DAB (HAH)
2	2006 - 2010	Dodge	Charger DAB (Non-HAH)
2	2006 - 2011	Dodge	Dakota Pickup DAB (HAH)
2	2005 - 2011	Dodge	Dakota Pickup DAB (Non-HAH)
2	2006 - 2008	Dodge	Durango DAB (HAH)
2	2004 - 2008	Dodge	Durango DAB (Non-HAH)
2	2006 - 2008	Dodge	Magnum DAB (Non-HAH)
2	2006 - 2009	Dodge	RAM 1500, 2500, 3500 Pickup DAB (HAH)
2	2004 - 2009	Dodge	RAM 1500, 2500, 3500 Pickup DAB (Non-HAH)
2	2003 - 2003	Dodge	RAM 1500, 2500, 3500 Pickup PAB (HAH)
2	2003 - 2003	Dodge	RAM 1500, 2500, 3500 Pickup PAB (Non-HAH)
2	2007 - 2009	Dodge	RAM 3500 Cab Chassis DAB (HAH)
2	2007 - 2009	Dodge	RAM 3500 Cab Chassis DAB (Non-HAH)
2	2006 - 2009	Dodge	RAM 3500 Pickup DAB (HAH)
2	2006 - 2009	Dodge	RAM 3500 Pickup DAB (Non-HAH)
2	2008 - 2010	Dodge	RAM 4500, 5500 Cab Chassis DAB (HAH)
2	2008 - 2010	Dodge	RAM 4500, 5500 Cab Chassis DAB (Non-HAH)
2	2007 - 2008	Dodge	Sprinter PAB (Non-HAH)
2	2005 - 2006	Ford	GT DAB (HAH)
2	2005 - 2006	Ford	GT DAB (Non-HAH)
2	2009 - 2014	Ford	Mustang DAB (HAH)
2	2005 - 2008	Ford	Mustang DAB (Non-HAH)
2	2006 - 2006	Ford	Ranger PAB (HAH)
2	2007 - 2008	Freightliner	Sprinter PAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
2	2004 - 2007	Honda	ACCORD DAB (HAH)
2	2004 - 2007	Honda	ACCORD DAB (Non-HAH)
2	2004 - 2007	Honda	ACCORD PAB (HAH)
2	2004 - 2007	Honda	ACCORD PAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC DAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC HYBRID DAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC HYBRID PAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC NGV DAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC NGV PAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC PAB (Non-HAH)
2	2003 - 2006	Honda	CR-V DAB (Non-HAH)
2	2003 - 2005	Honda	CR-V PAB (Non-HAH)
2	2007 - 2011	Honda	ELEMENT DAB (HAH)
2	2003 - 2007	Honda	ELEMENT DAB (Non-HAH)
2	2003 - 2004	Honda	ELEMENT PAB (Non-HAH)
2	2003 - 2004	Honda	ODYSSEY DAB (HAH)
2	2002 - 2004	Honda	ODYSSEY DAB (Non-HAH)
2	2003 - 2004	Honda	ODYSSEY PAB (HAH)
2	2002 - 2004	Honda	ODYSSEY PAB (Non-HAH)
2	2004 - 2004	Honda	PILOT PAB (HAH)
2	2006 - 2006	Honda	RIDGELINE DAB (Non-HAH)
2	2006 - 2006	Honda	RIDGELINE PAB (Non-HAH)
2	2003 - 2003	Infiniti	FX35 PAB (HAH)
2	2003 - 2003	Infiniti	FX45 PAB (HAH)
2	2001 - 2001	Infiniti	I30 PAB (HAH)
2	2002 - 2003	Infiniti	I35 PAB (HAH)
2	2002 - 2003	Infiniti	QX4 PAB (Non-HAH)
2	2007 - 2007	Lexus	SC430 PAB (Non-HAH)
2	2004 - 2006	Mazda	B-Series PAB (HAH)
2	2003 - 2008	Mazda	Mazda6 DAB (Non-HAH)
2	2003 - 2008	Mazda	Mazda6 PAB (Non-HAH)
2	2004 - 2005	Mazda	MPV PAB (HAH)
2	2004 - 2004	Mazda	RX8 DAB (Non-HAH)
2	2005 - 2005	Mazda	RX8 PAB (HAH)
2	2004 - 2004	Mazda	RX8 PAB (Non-HAH)
2	2006 - 2007	Mazda	Speed6 DAB (Non-HAH)
2	2006 - 2007	Mazda	Speed6 PAB (Non-HAH)
2	2004 - 2006	Mitsubishi	Lancer Evolution PAB (Non-HAH)
2	2004 - 2006	Mitsubishi	Lancer PAB (Non-HAH)
2	2004 - 2004	Mitsubishi	Lancer Sportback PAB (Non-HAH)
2	2006 - 2009	Mitsubishi	Raider DAB (HAH)
2	2006 - 2009	Mitsubishi	Raider DAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
2	2001 - 2003	Nissan	Maxima PAB (HAH)
2	2004 - 2004	Nissan	Pathfinder PAB (HAH)
2	2002 - 2004	Nissan	Pathfinder PAB (Non-HAH)
2	2004 - 2006	Nissan	Sentra PAB (HAH)
2	2002 - 2006	Nissan	Sentra PAB (Non-HAH)
2	2003 - 2007	Pontiac	Vibe PAB (Non-HAH)
2	2008 - 2009	Sterling	Bullet DAB (HAH)
2	2008 - 2009	Sterling	Bullet DAB (Non-HAH)
2	2005 - 2005	Subaru	Baja PAB (HAH)
2	2003 - 2004	Subaru	Legacy/Outback/Baja PAB (HAH)
2	2003 - 2007	Toyota	Corolla PAB (Non-HAH)
2	2003 - 2007	Toyota	Matrix PAB (Non-HAH)
2	2004 - 2005	Toyota	RAV4 DAB (HAH)
2	2004 - 2005	Toyota	RAV4 DAB (Non-HAH)
2	2002 - 2004	Toyota	Sequoia PAB (HAH)
2	2005 - 2007	Toyota	Sequoia PAB (Non-HAH)
2	2003 - 2004	Toyota	Tundra PAB (HAH)
2	2005 - 2006	Toyota	Tundra PAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
3	2005 - 2005	Acura	RL PAB (HAH)
3	2005 - 2005	Acura	RL PAB (Non-HAH)
3	2000 - 2001	BMW	3 Series, M3 PAB (Non-HAH)
3	2007 - 2008	Chevrolet/GMC	Silverado/Sierra HD PAB (Non-HAH)
3	2005 - 2006	Ford	GT DAB (Non-HAH)
3	2005 - 2008	Ford	Mustang DAB (HAH)
3	2005 - 2014	Ford	Mustang DAB (Non-HAH)
3	2004 - 2006	Ford	Ranger PAB (Non-HAH)
3	2005 - 2005	GM-Saab	9-2X PAB (Non-HAH)
3	2008 - 2011	Honda	ELEMENT DAB (Non-HAH)
3	2004 - 2005	Infiniti	FX35 PAB (HAH)
3	2003 - 2003	Infiniti	FX35 PAB (Non-HAH)
3	2004 - 2005	Infiniti	FX45 PAB (HAH)
3	2003 - 2003	Infiniti	FX45 PAB (Non-HAH)
3	2001 - 2001	Infiniti	I30 PAB (Non-HAH)
3	2004 - 2004	Infiniti	I35 PAB (HAH)
3	2002 - 2003	Infiniti	I35 PAB (Non-HAH)
3	2006 - 2006	Infiniti	M45 PAB (HAH)
3	2002 - 2006	Lexus	SC430 PAB (HAH)
3	2002 - 2006	Lexus	SC430 PAB (Non-HAH)
3	2004 - 2006	Mazda	B-Series PAB (Non-HAH)
3	2004 - 2008	Mazda	RX8 DAB (Non-HAH)
3	2004 - 2004	Mazda	RX8 PAB (Non-HAH)
3	2001 - 2003	Nissan	Maxima PAB (Non-HAH)
3	2004 - 2005	Subaru	Impreza/WRX/STI PAB (Non-HAH)
3	2005 - 2008	Subaru	Legacy/Outback PAB (Non-HAH)
3	2003 - 2004	Subaru	Legacy/Outback/Baja PAB (Non-HAH)
3	2002 - 2004	Toyota	Sequoia PAB (Non-HAH)
3	2003 - 2004	Toyota	Tundra PAB (Non-HAH)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
4	2003 - 2006	Acura	MDX PAB (A)
4	2003 - 2006	Acura	MDX PAB (Non-A)
4	2007 - 2009	Acura	RDX DAB (A)
4	2005 - 2011	Acura	RL DAB (A)
4	2005 - 2009	Acura	RL DAB (Non-A)
4	2005 - 2011	Acura	RL PAB (A)
4	2005 - 2009	Acura	RL PAB (Non-A)
4	2009 - 2009	Acura	TL DAB (A)
4	2009 - 2009	Acura	TSX PAB (A)
4	2010 - 2011	Acura	ZDX DAB (A)
4	2010 - 2011	Acura	ZDX PAB (A)
4	2006 - 2009	Audi	A3 DAB (A)
4	2007 - 2009	Audi	A4 Cabriolet DAB (A)
4	2009 - 2009	Audi	Audi Q5 DAB (A)
4	2008 - 2008	Audi	RS 4 Cabriolet DAB (A)
4	2007 - 2009	Audi	S4 Cabriolet DAB (A)
4	2008 - 2009	BMW	1 Series DAB (A)
4	2006 - 2009	BMW	3 Series DAB (A)
4	2007 - 2009	BMW	X3 DAB (A)
4	2007 - 2009	BMW	X5 DAB (A)
4	2007 - 2009	BMW	X5 PAB (A)
4	2008 - 2009	BMW	X6 DAB (A)
4	2008 - 2009	BMW	X6 PAB (A)
4	2005 - 2012	Chrysler	300 PAB (A)
4	2007 - 2009	Chrysler	Aspen PAB (A)
4	2007 - 2008	Chrysler	Crossfire DAB (A)
4	2008 - 2012	Dodge	Challenger PAB (A)
4	2008 - 2009	Dodge	Challenger PAB (Non-A)
4	2006 - 2012	Dodge	Charger PAB (A)
4	2005 - 2011	Dodge	Dakota PAB (A)
4	2004 - 2009	Dodge	Durango PAB (A)
4	2005 - 2008	Dodge	Magnum PAB (A)
4	2005 - 2008	Dodge	Magnum PAB (Non-A)
4	2004 - 2008	Dodge	Ram 1500/2500/3500 Pickup PAB (A)
4	2005 - 2009	Dodge	Ram 2500 Pickup PAB (A)
4	2007 - 2010	Dodge	Ram 3500 Cab Chassis PAB (A)
4	2006 - 2009	Dodge	Ram 3500 Pickup PAB (A)
4	2008 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (A)
4	2009 - 2009	Dodge	Sprinter PAB (A)
4	2009 - 2009	Dodge	Sprinter PAB (Non-A)
4	2009 - 2009	Ferrari	California PAB (A)
4	2005 - 2006	Ford	GT PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
4	2005 - 2006	Ford	GT PAB (Non-A)
4	2005 - 2011	Ford	Mustang PAB (A)
4	2005 - 2008	Ford	Mustang PAB (Non-A)
4	2004 - 2006	Ford	Ranger DAB (A)
4	2004 - 2006	Ford	Ranger DAB (Non-A)
4	2007 - 2009	Freightliner	Sprinter DAB (A)
4	2007 - 2009	Freightliner	Sprinter DAB (Non-A)
4	2009 - 2009	Freightliner	Sprinter PAB (A)
4	2009 - 2009	Freightliner	Sprinter PAB (Non-A)
4	2008 - 2009	Honda	ACCORD PAB (A)
4	2006 - 2009	Honda	CIVIC HYBRID PAB (A)
4	2006 - 2009	Honda	CIVIC NGV PAB (A)
4	2006 - 2009	Honda	CIVIC PAB (A)
4	2007 - 2011	Honda	CR-V DAB (A)
4	2007 - 2009	Honda	CR-V DAB (Non-A)
4	2005 - 2011	Honda	CR-V PAB (A)
4	2005 - 2009	Honda	CR-V PAB (Non-A)
4	2003 - 2011	Honda	ELEMENT PAB (A)
4	2003 - 2009	Honda	ELEMENT PAB (Non-A)
4	2010 - 2011	Honda	FCX CLARITY DAB (A)
4	2010 - 2011	Honda	FCX CLARITY PAB (A)
4	2009 - 2011	Honda	FIT DAB (A)
4	2009 - 2009	Honda	FIT DAB (Non-A)
4	2007 - 2011	Honda	FIT PAB (A)
4	2009 - 2009	Honda	FIT PAB (Non-A)
4	2010 - 2011	Honda	INSIGHT DAB (A)
4	2010 - 2011	Honda	INSIGHT PAB (A)
4	2002 - 2004	Honda	ODYSSEY PAB (A)
4	2002 - 2004	Honda	ODYSSEY PAB (Non-A)
4	2003 - 2009	Honda	PILOT PAB (A)
4	2003 - 2008	Honda	PILOT PAB (Non-A)
4	2007 - 2011	Honda	RIDGELINE DAB (A)
4	2007 - 2009	Honda	RIDGELINE DAB (Non-A)
4	2006 - 2011	Honda	RIDGELINE PAB (A)
4	2006 - 2009	Honda	RIDGELINE PAB (Non-A)
4	2009 - 2009	Jaguar	XF PAB (A)
4	2007 - 2012	Jeep	Wrangler PAB (A)
4	2007 - 2009	Land Rover	Range Rover PAB (A)
4	2007 - 2009	Lexus	ES350 PAB (A)
4	2008 - 2009	Lexus	IS F PAB (A)
4	2006 - 2009	Lexus	IS250 PAB (A)
4	2006 - 2009	Lexus	IS350 PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
4	2004 - 2006	Mazda	B-Series DAB (A)
4	2004 - 2006	Mazda	B-Series DAB (Non-A)
4	2003 - 2008	Mazda	Mazda6 PAB (A)
4	2006 - 2007	Mazda	Mazdaspeed6 PAB (A)
4	2004 - 2008	Mazda	RX8 PAB (A)
4	2005 - 2009	Mercedes-Benz	C-Class DAB (A)
4	2008 - 2009	Mercedes-Benz	C-Class PAB (A)
4	2009 - 2009	Mercedes-Benz	GL-Class DAB (A)
4	2009 - 2009	Mercedes-Benz	ML-Class DAB (A)
4	2009 - 2009	Mercedes-Benz	R-Class DAB (A)
4	2007 - 2008	Mercedes-Benz	SLK-Class DAB (A)
4	2006 - 2007	Mitsubishi	Lancer PAB (A)
4	2006 - 2009	Mitsubishi	Raider PAB (A)
4	2007 - 2009	Nissan	Versa Hatchback PAB (A)
4	2007 - 2009	Nissan	Versa Sedan PAB (A)
4	2009 - 2009	Pontiac	Vibe PAB (A)
4	2006 - 2009	Saab	9-3 DAB (A)
4	2006 - 2009	Saab	9-5 DAB (A)
4	2008 - 2009	Saturn	Astra DAB (A)
4	2008 - 2009	Scion	xB PAB (A)
4	2008 - 2009	Sterling	Bullet DAB (A)
4	2008 - 2009	Sterling	Bullet DAB (Non-A)
4	2003 - 2005	Subaru	Baja PAB (A)
4	2003 - 2004	Subaru	Legacy PAB (A)
4	2003 - 2004	Subaru	Outback PAB (A)
4	2009 - 2009	Toyota	Corolla Matrix PAB (A)
4	2009 - 2009	Toyota	Corolla PAB (A)
4	2006 - 2009	Toyota	Yaris HB PAB (A)
4	2007 - 2009	Toyota	Yaris PAB (A)
4	2009 - 2009	Volkswagen	CC DAB (A)
4	2009 - 2009	Volkswagen	GTI DAB (A)
4	2006 - 2008	Volkswagen	Passat Sedan DAB (A)
4	2007 - 2008	Volkswagen	Passat Wagon DAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
5	2013 - 2016	Acura	ILX DAB (A)
5	2013 - 2014	Acura	ILX HYBRID DAB (A)
5	2010 - 2016	Acura	RDX DAB (A)
5	2007 - 2009	Acura	RDX DAB (Non-A)
5	2012 - 2012	Acura	RL DAB (A)
5	2010 - 2011	Acura	RL DAB (Non-A)
5	2010 - 2011	Acura	RL PAB (Non-A)
5	2010 - 2014	Acura	TL DAB (A)
5	2009 - 2009	Acura	TL DAB (Non-A)
5	2010 - 2011	Acura	TSX PAB (A)
5	2009 - 2009	Acura	TSX PAB (Non-A)
5	2012 - 2013	Acura	ZDX DAB (A)
5	2010 - 2011	Acura	ZDX DAB (Non-A)
5	2010 - 2011	Acura	ZDX PAB (Non-A)
5	2010 - 2013	Audi	A3 DAB (A)
5	2006 - 2009	Audi	A3 DAB (Non-A)
5	2005 - 2008	Audi	A4 Avant PAB (A)
5	2007 - 2009	Audi	A4 Cabriolet DAB (Non-A)
5	2007 - 2009	Audi	A4 Cabriolet PAB (A)
5	2005 - 2008	Audi	A4 Sedan PAB (A)
5	2010 - 2012	Audi	A5 Cabriolet DAB (A)
5	2006 - 2009	Audi	A6 Avant PAB (A)
5	2005 - 2009	Audi	A6 Sedan PAB (A)
5	2010 - 2012	Audi	Audi Q5 DAB (A)
5	2009 - 2009	Audi	Audi Q5 DAB (Non-A)
5	2008 - 2008	Audi	RS 4 Cabriolet DAB (Non-A)
5	2008 - 2008	Audi	RS 4 Cabriolet PAB (A)
5	2007 - 2008	Audi	RS 4 Sedan PAB (A)
5	2005 - 2008	Audi	S4 Avant PAB (A)
5	2007 - 2009	Audi	S4 Cabriolet DAB (Non-A)
5	2007 - 2009	Audi	S4 Cabriolet PAB (A)
5	2005 - 2008	Audi	S4 Sedan PAB (A)
5	2010 - 2012	Audi	S5 Cabriolet DAB (A)
5	2007 - 2009	Audi	S6 Sedan PAB (A)
5	2010 - 2013	BMW	1 Series DAB (A)
5	2008 - 2009	BMW	1 Series DAB (Non-A)
5	2010 - 2013	BMW	3 Series DAB (A)
5	2006 - 2009	BMW	3 Series DAB (Non-A)
5	2013 - 2015	BMW	X1 DAB (A)
5	2010 - 2010	BMW	X3 DAB (A)
5	2007 - 2009	BMW	X3 DAB (Non-A)
5	2010 - 2011	BMW	X5 DAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
5	2007 - 2009	BMW	X5 DAB (Non-A)
5	2010 - 2011	BMW	X5 PAB (A)
5	2007 - 2008	BMW	X5 PAB (Non-A)
5	2010 - 2011	BMW	X6 DAB (A)
5	2008 - 2009	BMW	X6 DAB (Non-A)
5	2010 - 2011	BMW	X6 Hybrid DAB (A)
5	2010 - 2011	BMW	X6 Hybrid PAB (A)
5	2010 - 2011	BMW	X6 PAB (A)
5	2008 - 2008	BMW	X6 PAB (Non-A)
5	2005 - 2012	Chrysler	300 PAB (Non-A)
5	2007 - 2009	Chrysler	Aspen PAB (Non-A)
5	2007 - 2008	Chrysler	Crossfire DAB (Non-A)
5	2010 - 2012	Dodge	Challenger PAB (Non-A)
5	2006 - 2012	Dodge	Charger PAB (Non-A)
5	2005 - 2011	Dodge	Dakota PAB (Non-A)
5	2004 - 2009	Dodge	Durango PAB (Non-A)
5	2004 - 2008	Dodge	Ram 1500/2500/3500 Pickup PAB (Non-A)
5	2005 - 2009	Dodge	Ram 2500 Pickup PAB (Non-A)
5	2007 - 2010	Dodge	Ram 3500 Cab Chassis PAB (Non-A)
5	2006 - 2009	Dodge	Ram 3500 Pickup PAB (Non-A)
5	2008 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (Non-A)
5	2010 - 2011	Ferrari	458 Italia PAB (A)
5	2010 - 2011	Ferrari	California PAB (A)
5	2007 - 2009	Ford	Edge PAB (A)
5	2006 - 2009	Ford	Fusion PAB (A)
5	2007 - 2009	Ford	Ranger PAB (A)
5	2010 - 2012	Freightliner	Sprinter DAB (A)
5	2010 - 2012	Freightliner	Sprinter DAB (Non-A)
5	2010 - 2011	Freightliner	Sprinter PAB (A)
5	2010 - 2011	Freightliner	Sprinter PAB (Non-A)
5	2010 - 2011	Honda	ACCORD PAB (A)
5	2008 - 2009	Honda	ACCORD PAB (Non-A)
5	2010 - 2011	Honda	CIVIC HYBRID PAB (A)
5	2006 - 2009	Honda	CIVIC HYBRID PAB (Non-A)
5	2010 - 2011	Honda	CIVIC NGV PAB (A)
5	2006 - 2009	Honda	CIVIC NGV PAB (Non-A)
5	2010 - 2011	Honda	CIVIC PAB (A)
5	2006 - 2009	Honda	CIVIC PAB (Non-A)
5	2010 - 2011	Honda	CROSSTOUR PAB (A)
5	2010 - 2011	Honda	CR-V DAB (Non-A)
5	2010 - 2011	Honda	CR-V PAB (Non-A)
5	2011 - 2015	Honda	CR-Z DAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
5	2010 - 2011	Honda	ELEMENT PAB (Non-A)
5	2012 - 2014	Honda	FCX CLARITY DAB (A)
5	2012 - 2013	Honda	FIT DAB (A)
5	2010 - 2011	Honda	FIT DAB (Non-A)
5	2013 - 2014	Honda	FIT EV DAB (A)
5	2007 - 2011	Honda	FIT PAB (Non-A)
5	2012 - 2014	Honda	INSIGHT DAB (A)
5	2010 - 2011	Honda	INSIGHT DAB (Non-A)
5	2010 - 2011	Honda	INSIGHT PAB (Non-A)
5	2010 - 2011	Honda	PILOT PAB (A)
5	2009 - 2009	Honda	PILOT PAB (Non-A)
5	2012 - 2014	Honda	RIDGELINE DAB (A)
5	2010 - 2011	Honda	RIDGELINE DAB (Non-A)
5	2010 - 2011	Honda	RIDGELINE PAB (Non-A)
5	2003 - 2005	Infiniti	FX PAB (A)
5	2003 - 2004	Infiniti	I35 PAB (A)
5	2010 - 2010	Jaguar	XF PAB (A)
5	2007 - 2012	Jeep	Wrangler PAB (Non-A)
5	2010 - 2010	Land Rover	Range Rover PAB (A)
5	2007 - 2008	Land Rover	Range Rover PAB (Non-A)
5	2010 - 2010	Lexus	ES350 PAB (A)
5	2007 - 2008	Lexus	ES350 PAB (Non-A)
5	2010 - 2010	Lexus	GX460 PAB (A)
5	2010 - 2010	Lexus	IS F PAB (A)
5	2008 - 2008	Lexus	IS F PAB (Non-A)
5	2010 - 2010	Lexus	IS250 PAB (A)
5	2006 - 2008	Lexus	IS250 PAB (Non-A)
5	2010 - 2010	Lexus	IS250C PAB (A)
5	2010 - 2010	Lexus	IS350 PAB (A)
5	2006 - 2008	Lexus	IS350 PAB (Non-A)
5	2010 - 2010	Lexus	IS350C PAB (A)
5	2007 - 2009	Lincoln	MKX PAB (A)
5	2006 - 2009	Lincoln	Zephyr/MKZ PAB (A)
5	2007 - 2009	Mazda	B-Series PAB (A)
5	2007 - 2009	Mazda	CX7 PAB (A)
5	2007 - 2009	Mazda	CX9 PAB (A)
5	2009 - 2009	Mazda	Mazda6 PAB (A)
5	2003 - 2008	Mazda	Mazda6 PAB (Non-A)
5	2006 - 2007	Mazda	Mazdaspeed6 PAB (Non-A)
5	2004 - 2006	Mazda	MPV PAB (A)
5	2009 - 2009	Mazda	RX8 PAB (A)
5	2004 - 2008	Mazda	RX8 PAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
5	2010 - 2011	Mercedes-Benz	C-Class DAB (A)
5	2005 - 2009	Mercedes-Benz	C-Class DAB (Non-A)
5	2010 - 2011	Mercedes-Benz	C-Class PAB (A)
5	2008 - 2008	Mercedes-Benz	C-Class PAB (Non-A)
5	2011 - 2011	Mercedes-Benz	E-Class Cabrio DAB (A)
5	2011 - 2011	Mercedes-Benz	E-Class Cabrio PAB (A)
5	2010 - 2011	Mercedes-Benz	E-Class Coupe DAB (A)
5	2010 - 2011	Mercedes-Benz	E-Class Coupe PAB (A)
5	2010 - 2011	Mercedes-Benz	E-Class DAB (A)
5	2010 - 2012	Mercedes-Benz	GL-Class DAB (A)
5	2009 - 2009	Mercedes-Benz	GL-Class DAB (Non-A)
5	2010 - 2012	Mercedes-Benz	GLK Class DAB (A)
5	2010 - 2011	Mercedes-Benz	GLK Class PAB (A)
5	2010 - 2011	Mercedes-Benz	ML-Class DAB (A)
5	2009 - 2009	Mercedes-Benz	ML-Class DAB (Non-A)
5	2010 - 2012	Mercedes-Benz	R-Class DAB (A)
5	2009 - 2009	Mercedes-Benz	R-Class DAB (Non-A)
5	2007 - 2008	Mercedes-Benz	SLK-Class DAB (Non-A)
5	2011 - 2014	Mercedes-Benz	SLS-Class DAB (A)
5	2011 - 2011	Mercedes-Benz	SLS-Class DAB (Non-A)
5	2011 - 2011	Mercedes-Benz	SLS-Class PAB (A)
5	2010 - 2012	Mercedes-Benz	Sprinter DAB (A)
5	2010 - 2012	Mercedes-Benz	Sprinter DAB (Non-A)
5	2010 - 2011	Mercedes-Benz	Sprinter PAB (A)
5	2010 - 2011	Mercedes-Benz	Sprinter PAB (Non-A)
5	2006 - 2009	Mercury	Milan PAB (A)
5	2006 - 2007	Mitsubishi	Lancer PAB (Non-A)
5	2006 - 2009	Mitsubishi	Raider PAB (Non-A)
5	2010 - 2011	Nissan	Versa Hatchback PAB (A)
5	2007 - 2008	Nissan	Versa Hatchback PAB (Non-A)
5	2010 - 2011	Nissan	Versa Sedan PAB (A)
5	2007 - 2008	Nissan	Versa Sedan PAB (Non-A)
5	2010 - 2010	Pontiac	Vibe PAB (A)
5	2006 - 2006	Saab	9-2X PAB (A)
5	2006 - 2009	Saab	9-3 DAB (Non-A)
5	2006 - 2009	Saab	9-5 DAB (Non-A)
5	2008 - 2009	Saturn	Astra DAB (Non-A)
5	2010 - 2010	Scion	xB PAB (A)
5	2008 - 2008	Scion	xB PAB (Non-A)
5	2006 - 2006	Subaru	Baja PAB (A)
5	2003 - 2005	Subaru	Baja PAB (Non-A)
5	2009 - 2009	Subaru	Forester PAB (A)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
5	2006 - 2009	Subaru	Impreza PAB (A)
5	2009 - 2009	Subaru	Legacy PAB (A)
5	2003 - 2004	Subaru	Legacy PAB (Non-A)
5	2009 - 2009	Subaru	Outback PAB (A)
5	2003 - 2004	Subaru	Outback PAB (Non-A)
5	2006 - 2009	Subaru	Tribeca PAB (A)
5	2010 - 2010	Toyota	4Runner PAB (A)
5	2010 - 2010	Toyota	Corolla Matrix PAB (A)
5	2010 - 2010	Toyota	Corolla PAB (A)
5	2010 - 2010	Toyota	Yaris HB PAB (A)
5	2007 - 2008	Toyota	Yaris HB PAB (Non-A)
5	2010 - 2010	Toyota	Yaris PAB (A)
5	2007 - 2008	Toyota	Yaris PAB (Non-A)
5	2010 - 2014	Volkswagen	CC DAB (A)
5	2009 - 2009	Volkswagen	CC DAB (Non-A)
5	2010 - 2014	Volkswagen	Eos DAB (A)
5	2010 - 2014	Volkswagen	Golf DAB (A)
5	2013 - 2013	Volkswagen	Golf R DAB (A)
5	2010 - 2013	Volkswagen	GTI DAB (A)
5	2012 - 2014	Volkswagen	Passat DAB (A)
5	2010 - 2010	Volkswagen	Passat Sedan DAB (A)
5	2006 - 2009	Volkswagen	Passat Sedan DAB (Non-A)
5	2010 - 2010	Volkswagen	Passat Wagon DAB (A)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
6	2013 - 2016	Acura	ILX DAB (Non-A)
6	2013 - 2014	Acura	ILX HYBRID DAB (Non-A)
6	2010 - 2016	Acura	RDX DAB (Non-A)
6	2012 - 2012	Acura	RL DAB (Non-A)
6	2010 - 2014	Acura	TL DAB (Non-A)
6	2010 - 2011	Acura	TSX PAB (Non-A)
6	2012 - 2013	Acura	ZDX DAB (Non-A)
6	2010 - 2013	Audi	A3 DAB (Non-A)
6	2005 - 2008	Audi	A4 Avant PAB (Non-A)
6	2007 - 2008	Audi	A4 Cabriolet PAB (Non-A)
6	2005 - 2008	Audi	A4 Sedan PAB (Non-A)
6	2010 - 2012	Audi	A5 Cabriolet DAB (Non-A)
6	2010 - 2011	Audi	A6 Avant PAB (A)
6	2006 - 2008	Audi	A6 Avant PAB (Non-A)
6	2010 - 2011	Audi	A6 Sedan PAB (A)
6	2005 - 2008	Audi	A6 Sedan PAB (Non-A)
6	2010 - 2012	Audi	Audi Q5 DAB (Non-A)
6	2008 - 2008	Audi	RS 4 Cabriolet PAB (Non-A)
6	2007 - 2008	Audi	RS 4 Sedan PAB (Non-A)
6	2005 - 2008	Audi	S4 Avant PAB (Non-A)
6	2007 - 2008	Audi	S4 Cabriolet PAB (Non-A)
6	2005 - 2008	Audi	S4 Sedan PAB (Non-A)
6	2010 - 2012	Audi	S5 Cabriolet DAB (Non-A)
6	2010 - 2011	Audi	S6 Sedan PAB (A)
6	2007 - 2008	Audi	S6 Sedan PAB (Non-A)
6	2010 - 2013	BMW	1 Series DAB (Non-A)
6	2010 - 2013	BMW	3 Series DAB (Non-A)
6	2013 - 2015	BMW	X1 DAB (Non-A)
6	2010 - 2010	BMW	X3 DAB (Non-A)
6	2012 - 2013	BMW	X5 DAB (A)
6	2010 - 2013	BMW	X5 DAB (Non-A)
6	2012 - 2014	BMW	X6 DAB (A)
6	2010 - 2014	BMW	X6 DAB (Non-A)
6	2010 - 2011	BMW	X6 Hybrid DAB (Non-A)
6	2007 - 2011	Cadillac	Escalade ESV PAB (A)
6	2007 - 2008	Cadillac	Escalade ESV PAB (Non-A)
6	2007 - 2011	Cadillac	Escalade EXT PAB (A)
6	2007 - 2008	Cadillac	Escalade EXT PAB (Non-A)
6	2007 - 2011	Cadillac	Escalade PAB (A)
6	2007 - 2008	Cadillac	Escalade PAB (Non-A)
6	2007 - 2011	Chevrolet	Avalanche PAB (A)
6	2007 - 2008	Chevrolet	Avalanche PAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
6	2009 - 2011	Chevrolet	Silverado HD PAB (A)
6	2007 - 2011	Chevrolet	Silverado LD PAB (A)
6	2007 - 2008	Chevrolet	Silverado LD PAB (Non-A)
6	2007 - 2011	Chevrolet	Suburban PAB (A)
6	2007 - 2008	Chevrolet	Suburban PAB (Non-A)
6	2007 - 2011	Chevrolet	Tahoe PAB (A)
6	2007 - 2008	Chevrolet	Tahoe PAB (Non-A)
6	2010 - 2011	Ferrari	458 Italia PAB (Non-A)
6	2009 - 2011	Ferrari	California PAB (Non-A)
6	2010 - 2010	Ford	Edge PAB (A)
6	2007 - 2008	Ford	Edge PAB (Non-A)
6	2010 - 2011	Ford	Fusion PAB (A)
6	2006 - 2008	Ford	Fusion PAB (Non-A)
6	2010 - 2011	Ford	Ranger PAB (A)
6	2007 - 2008	Ford	Ranger PAB (Non-A)
6	2013 - 2014	Freightliner	Sprinter DAB (A)
6	2013 - 2014	Freightliner	Sprinter DAB (Non-A)
6	2009 - 2011	GMC	Sierra HD PAB (A)
6	2007 - 2011	GMC	Sierra LD PAB (A)
6	2007 - 2008	GMC	Sierra LD PAB (Non-A)
6	2007 - 2011	GMC	Yukon PAB (A)
6	2007 - 2008	GMC	Yukon PAB (Non-A)
6	2007 - 2011	GMC	Yukon XL PAB (A)
6	2007 - 2008	GMC	Yukon XL PAB (Non-A)
6	2010 - 2011	Honda	ACCORD PAB (Non-A)
6	2010 - 2011	Honda	CIVIC HYBRID PAB (Non-A)
6	2010 - 2011	Honda	CIVIC NGV PAB (Non-A)
6	2010 - 2011	Honda	CIVIC PAB (Non-A)
6	2010 - 2011	Honda	CROSSTOUR PAB (Non-A)
6	2011 - 2015	Honda	CR-Z DAB (Non-A)
6	2012 - 2013	Honda	FIT DAB (Non-A)
6	2013 - 2014	Honda	FIT EV DAB (Non-A)
6	2012 - 2014	Honda	INSIGHT DAB (Non-A)
6	2010 - 2011	Honda	PILOT PAB (Non-A)
6	2012 - 2014	Honda	RIDGELINE DAB (Non-A)
6	2006 - 2008	Infiniti	FX PAB (A)
6	2003 - 2008	Infiniti	FX PAB (Non-A)
6	2003 - 2004	Infiniti	I35 PAB (Non-A)
6	2006 - 2010	Infiniti	M PAB (A)
6	2006 - 2008	Infiniti	M PAB (Non-A)
6	2011 - 2011	Jaguar	XF PAB (A)
6	2011 - 2011	Land Rover	Range Rover PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
6	2011 - 2011	Lexus	ES350 PAB (A)
6	2011 - 2011	Lexus	GX460 PAB (A)
6	2011 - 2011	Lexus	IS F PAB (A)
6	2011 - 2011	Lexus	IS250 PAB (A)
6	2011 - 2011	Lexus	IS250C PAB (A)
6	2011 - 2011	Lexus	IS350 PAB (A)
6	2011 - 2011	Lexus	IS350C PAB (A)
6	2010 - 2010	Lincoln	MKX PAB (A)
6	2007 - 2008	Lincoln	MKX PAB (Non-A)
6	2010 - 2011	Lincoln	Zephyr/MKZ PAB (A)
6	2006 - 2008	Lincoln	Zephyr/MKZ PAB (Non-A)
6	2007 - 2008	Mazda	B-Series PAB (Non-A)
6	2010 - 2011	Mazda	CX7 PAB (A)
6	2007 - 2008	Mazda	CX7 PAB (Non-A)
6	2010 - 2011	Mazda	CX9 PAB (A)
6	2007 - 2008	Mazda	CX9 PAB (Non-A)
6	2010 - 2011	Mazda	Mazda6 PAB (A)
6	2004 - 2006	Mazda	MPV PAB (Non-A)
6	2010 - 2011	Mazda	RX8 PAB (A)
6	2010 - 2011	Mercedes-Benz	C-Class DAB (Non-A)
6	2011 - 2011	Mercedes-Benz	E-Class Cabrio DAB (A)
6	2010 - 2011	Mercedes-Benz	E-Class Coupe DAB (Non-A)
6	2010 - 2011	Mercedes-Benz	E-Class DAB (Non-A)
6	2010 - 2012	Mercedes-Benz	GL-Class DAB (Non-A)
6	2010 - 2012	Mercedes-Benz	GLK Class DAB (Non-A)
6	2010 - 2011	Mercedes-Benz	ML-Class DAB (Non-A)
6	2010 - 2012	Mercedes-Benz	R-Class DAB (Non-A)
6	2012 - 2014	Mercedes-Benz	SLS-Class DAB (Non-A)
6	2013 - 2014	Mercedes-Benz	Sprinter DAB (A)
6	2013 - 2014	Mercedes-Benz	Sprinter DAB (Non-A)
6	2010 - 2011	Mercury	Milan PAB (A)
6	2006 - 2008	Mercury	Milan PAB (Non-A)
6	2006 - 2006	Saab	9-2X PAB (Non-A)
6	2010 - 2011	Saab	9-3 DAB (A)
6	2010 - 2011	Saab	9-3 DAB (Non-A)
6	2011 - 2011	Scion	xB PAB (A)
6	2003 - 2004, 2006	Subaru	Baja PAB (Non-A)
6	2010 - 2011	Subaru	Forester PAB (A)
6	2010 - 2011	Subaru	Impreza PAB (A)
6	2006 - 2008	Subaru	Impreza PAB (Non-A)
6	2010 - 2011	Subaru	Legacy PAB (A)
6	2003 - 2004	Subaru	Legacy PAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
6	2010 - 2011	Subaru	Outback PAB (A)
6	2003 - 2004	Subaru	Outback PAB (Non-A)
6	2010 - 2011	Subaru	Tribeca PAB (A)
6	2006 - 2008	Subaru	Tribeca PAB (Non-A)
6	2011 - 2011	Toyota	4Runner PAB (A)
6	2011 - 2011	Toyota	Corolla Matrix PAB (A)
6	2011 - 2011	Toyota	Corolla PAB (A)
6	2011 - 2011	Toyota	Sienna PAB (A)
6	2011 - 2011	Toyota	Yaris HB PAB (A)
6	2011 - 2011	Toyota	Yaris PAB (A)
6	2010 - 2014	Volkswagen	CC DAB (Non-A)
6	2010 - 2014	Volkswagen	Eos DAB (Non-A)
6	2010 - 2014	Volkswagen	Golf DAB (Non-A)
6	2011 - 2013	Volkswagen	GTI DAB (Non-A)
6	2012 - 2014	Volkswagen	Passat DAB (Non-A)
6	2010 - 2010	Volkswagen	Passat Sedan DAB (Non-A)
6	2006 - 2008	Volkswagen	Passat Wagon DAB (Non-A)
6	2010 - 2010	Volkswagen	Passat Wagon DAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
7	2012 - 2012	Acura	RL PAB (A)
7	2012 - 2012	Acura	TSX PAB (A)
7	2012 - 2012	Acura	ZDX PAB (A)
7	2012 - 2012	BMW	X5 PAB (A)
7	2012 - 2012	BMW	X6 PAB (A)
7	2012 - 2012	Cadillac	Escalade ESV PAB (A)
7	2012 - 2012	Cadillac	Escalade EXT PAB (A)
7	2012 - 2012	Cadillac	Escalade PAB (A)
7	2012 - 2012	Chevrolet	Avalanche PAB (A)
7	2012 - 2012	Chevrolet	Silverado HD PAB (A)
7	2012 - 2012	Chevrolet	Silverado LD PAB (A)
7	2012 - 2012	Chevrolet	Suburban PAB (A)
7	2012 - 2012	Chevrolet	Tahoe PAB (A)
7	2012 - 2012	Ferrari	458 Italia PAB (A)
7	2012 - 2012	Ferrari	458 Spider PAB (A)
7	2012 - 2012	Ferrari	California PAB (A)
7	2012 - 2012	Ferrari	FF PAB (A)
7	2012 - 2012	Fisker	Karma PAB (A)
7	2012 - 2012	Ford	Fusion PAB (A)
7	2012 - 2012	Ford	Mustang PAB (A)
7	2012 - 2012	GMC	Sierra HD PAB (A)
7	2012 - 2012	GMC	Sierra LD PAB (A)
7	2012 - 2012	GMC	Yukon PAB (A)
7	2012 - 2012	GMC	Yukon XL PAB (A)
7	2012 - 2012	Honda	ACCORD PAB (A)
7	2012 - 2012	Honda	CROSSTOUR PAB (A)
7	2012 - 2012	Honda	FCX CLARITY PAB (A)
7	2012 - 2012	Honda	FIT PAB (A)
7	2012 - 2012	Honda	INSIGHT PAB (A)
7	2012 - 2012	Honda	PILOT PAB (A)
7	2012 - 2012	Honda	RIDGELINE PAB (A)
7	2012 - 2012	Jaguar	XF PAB (A)
7	2012 - 2012	Land Rover	Range Rover PAB (A)
7	2012 - 2012	Lexus	ES350 PAB (A)
7	2012 - 2012	Lexus	GX460 PAB (A)
7	2012 - 2012	Lexus	IS250/350 PAB (A)
7	2012 - 2012	Lexus	IS250C/350C PAB (A)
7	2012 - 2012	Lexus	IS-F PAB (A)
7	2012 - 2012	Lexus	LFA PAB (A)
7	2012 - 2012	Lincoln	Zephyr/MKZ PAB (A)
7	2012 - 2012	Mazda	CX7 PAB (A)
7	2012 - 2012	Mazda	CX9 PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
7	2012 - 2012	McLaren	MP4-12C PAB (A)
7	2011 - 2011	McLaren	P1TM PAB (A)
7	2012 - 2012	Mercedes-Benz	C-Class PAB (A)
7	2012 - 2012	Mercedes-Benz	E-Class Cabrio PAB (A)
7	2012 - 2012	Mercedes-Benz	E-Class Coupe PAB (A)
7	2012 - 2012	Mercedes-Benz	GLK Class PAB (A)
7	2012 - 2012	Mercedes-Benz	SLS-Class PAB (A)
7	2012, 2014	Mitsubishi	i-MiEV PAB (A)
7	2012 - 2012	Nissan	Versa PAB (A)
7	2012 - 2012	Scion	xB PAB (A)
7	2012 - 2012	Subaru	Forester PAB (A)
7	2012 - 2012	Subaru	Legacy PAB (A)
7	2012 - 2012	Subaru	Outback PAB (A)
7	2012 - 2012	Subaru	Tribeca PAB (A)
7	2012 - 2012	Subaru	WRX/STI PAB (A)
7	2012 - 2012	Tesla	Model S PAB (A)
7	2012 - 2012	Toyota	4Runner PAB (A)
7	2012 - 2012	Toyota	Corolla PAB (A)
7	2012 - 2012	Toyota	Matrix PAB (A)
7	2012 - 2012	Toyota	Sienna PAB (A)
7	2012 - 2012	Toyota	Yaris (Sedan) PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2006 - 2006	Acura	MDX PAB (C)
8	2009 - 2009	Acura	RL PAB (B)
8	2010 - 2010	Acura	RL PAB (B)
8	2006 - 2008	Acura	RL PAB (C)
8	2009 - 2009	Acura	RL PAB (C)
8	2009 - 2009	Acura	TSX PAB (B)
8	2005 - 2008	Audi	A4 Avant PAB (C)
8	2009 - 2009	Audi	A4 Cabriolet PAB (B)
8	2007 - 2008	Audi	A4 Cabriolet PAB (C)
8	2005 - 2008	Audi	A4 Sedan PAB (C)
8	2009 - 2009	Audi	A6 Avant PAB (B)
8	2006 - 2008	Audi	A6 Avant PAB (C)
8	2009 - 2009	Audi	A6 Sedan PAB (B)
8	2005 - 2008	Audi	A6 Sedan PAB (C)
8	2008 - 2008	Audi	RS 4 Cabriolet PAB (C)
8	2007 - 2008	Audi	RS 4 Sedan PAB (C)
8	2005 - 2008	Audi	S4 Avant PAB (C)
8	2009 - 2009	Audi	S4 Cabriolet PAB (B)
8	2007 - 2009	Audi	S4 Cabriolet PAB (C)
8	2005 - 2008	Audi	S4 Sedan PAB (C)
8	2009 - 2009	Audi	S6 Sedan PAB (B)
8	2007 - 2008	Audi	S6 Sedan PAB (C)
8	2009 - 2009	BMW	X5 PAB (B)
8	2007 - 2008	BMW	X5 PAB (C)
8	2009 - 2009	BMW	X6 PAB (B)
8	2008 - 2008	BMW	X6 PAB (C)
8	2009 - 2009	Cadillac	Escalade ESV PAB (B)
8	2007 - 2008	Cadillac	Escalade ESV PAB (C)
8	2009 - 2009	Cadillac	Escalade EXT PAB (B)
8	2007 - 2008	Cadillac	Escalade EXT PAB (C)
8	2009 - 2009	Cadillac	Escalade PAB (B)
8	2007 - 2008	Cadillac	Escalade PAB (C)
8	2009 - 2009	Chevrolet	Avalanche PAB (B)
8	2007 - 2008	Chevrolet	Avalanche PAB (C)
8	2009 - 2009	Chevrolet	Silverado HD PAB (B)
8	2009 - 2009	Chevrolet	Silverado LD PAB (B)
8	2007 - 2008	Chevrolet	Silverado LD PAB (C)
8	2009 - 2009	Chevrolet	Suburban PAB (B)
8	2007 - 2008	Chevrolet	Suburban PAB (C)
8	2009 - 2009	Chevrolet	Tahoe PAB (B)
8	2007 - 2008	Chevrolet	Tahoe PAB (C)
8	2012 - 2012	Ferrari	458 Italia PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2012 - 2012	Ferrari	458 Italia PAB (C)
8	2012 - 2012	Ferrari	458 Spider PAB (B)
8	2012 - 2012	Ferrari	458 Spider PAB (C)
8	2012 - 2012	Ferrari	California PAB (B)
8	2012 - 2012	Ferrari	California PAB (C)
8	2012 - 2012	Ferrari	FF PAB (B)
8	2012 - 2012	Ferrari	FF PAB (C)
8	2009 - 2009	Ford	Edge PAB (B)
8	2007 - 2008	Ford	Edge PAB (C)
8	2009 - 2009	Ford	Fusion PAB (B)
8	2006 - 2008	Ford	Fusion PAB (C)
8	2005 - 2006	Ford	GT PAB (C)
8	2009 - 2009	Ford	Mustang PAB (B)
8	2005 - 2008	Ford	Mustang PAB (C)
8	2009 - 2009	Ford	Ranger PAB (B)
8	2007 - 2008	Ford	Ranger PAB (C)
8	2009 - 2009	Freightliner	Sprinter PAB (B)
8	2007 - 2008	Freightliner	Sprinter PAB (C)
8	2009 - 2009	GMC	Sierra HD PAB (B)
8	2009 - 2009	GMC	Sierra LD PAB (B)
8	2007 - 2008	GMC	Sierra LD PAB (C)
8	2009 - 2009	GMC	Yukon PAB (B)
8	2007 - 2008	GMC	Yukon PAB (C)
8	2009 - 2009	GMC	Yukon XL PAB (B)
8	2007 - 2008	GMC	Yukon XL PAB (C)
8	2009 - 2009	Honda	ACCORD PAB (B)
8	2008 - 2008	Honda	ACCORD PAB (C)
8	2009 - 2009	Honda	CIVIC HYBRID PAB (B)
8	2006 - 2008	Honda	CIVIC HYBRID PAB (C)
8	2009 - 2009	Honda	CIVIC NGV PAB (B)
8	2006 - 2008	Honda	CIVIC NGV PAB (C)
8	2009 - 2009	Honda	CIVIC PAB (B)
8	2006 - 2008	Honda	CIVIC PAB (C)
8	2009 - 2009	Honda	CR-V PAB (B)
8	2006 - 2008	Honda	CR-V PAB (C)
8	2009 - 2009	Honda	ELEMENT PAB (B)
8	2005 - 2008	Honda	ELEMENT PAB (C)
8	2009 - 2009	Honda	FIT PAB (B)
8	2007 - 2008	Honda	FIT PAB (C)
8	2009 - 2009	Honda	PILOT PAB (B)
8	2006 - 2008	Honda	PILOT PAB (C)
8	2009 - 2009	Honda	RIDGELINE PAB (B)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2007 - 2008	Honda	RIDGELINE PAB (C)
8	2006 - 2008	Infiniti	FX PAB (C)
8	2009 - 2009	Infiniti	M PAB (B)
8	2008 - 2008	Infiniti	M PAB (C)
8	2009 - 2009	Jaguar	XF PAB (B)
8	2009 - 2009	Land Rover	Range Rover PAB (B)
8	2007 - 2008	Land Rover	Range Rover PAB (C)
8	2009 - 2009	Lexus	ES350 PAB (B)
8	2007 - 2008	Lexus	ES350 PAB (C)
8	2009 - 2009	Lexus	IS250/350 PAB (B)
8	2006 - 2008	Lexus	IS250/350 PAB (C)
8	2009 - 2009	Lexus	IS-F PAB (B)
8	2008 - 2008	Lexus	IS-F PAB (C)
8	2009 - 2009	Lincoln	MKX PAB (B)
8	2007 - 2008	Lincoln	MKX PAB (C)
8	2009 - 2009	Lincoln	Zephyr/MKZ PAB (B)
8	2006 - 2008	Lincoln	Zephyr/MKZ PAB (C)
8	2009 - 2009	Mazda	B-Series PAB (B)
8	2007 - 2008	Mazda	B-Series PAB (C)
8	2009 - 2009	Mazda	CX7 PAB (B)
8	2007 - 2008	Mazda	CX7 PAB (C)
8	2009 - 2009	Mazda	CX9 PAB (B)
8	2007 - 2008	Mazda	CX9 PAB (C)
8	2009 - 2009	Mazda	Mazda6 PAB (B)
8	2005 - 2006	Mazda	MPV PAB (C)
8	2009 - 2009	Mazda	RX8 PAB (B)
8	2012 - 2012	McLaren	MP4-12C PAB (B)
8	2012 - 2012	McLaren	MP4-12C PAB (C)
8	2008 - 2008	Mercedes-Benz	C-Class PAB (C)
8	2009 - 2009	Mercury	Milan PAB (B)
8	2006 - 2008	Mercury	Milan PAB (C)
8	2012, 2014	Mitsubishi	i-MiEV PAB (B)
8	2012, 2014	Mitsubishi	i-MiEV PAB (C)
8	2009 - 2009	Nissan	Versa PAB (B)
8	2008 - 2008	Nissan	Versa PAB (C)
8	2009 - 2009	Pontiac	Vibe PAB (B)
8	2006 - 2006	Saab	9-2x PAB (C)
8	2009 - 2009	Scion	xB PAB (B)
8	2008 - 2008	Scion	xB PAB (C)
8	2005 - 2006	Subaru	Baja PAB (C)
8	2009 - 2009	Subaru	Forester PAB (B)
8	2009 - 2009	Subaru	Impreza PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2006 - 2008	Subaru	Impreza PAB (C)
8	2009 - 2009	Subaru	Legacy PAB (B)
8	2009 - 2009	Subaru	Outback PAB (B)
8	2009 - 2009	Subaru	Tribeca PAB (B)
8	2006 - 2008	Subaru	Tribeca PAB (C)
8	2009 - 2009	Toyota	Corolla PAB (B)
8	2009 - 2009	Toyota	Matrix PAB (B)
8	2009 - 2009	Toyota	Yaris (Hatch Back) PAB (B)
8	2007 - 2008	Toyota	Yaris (Hatch Back) PAB (C)
8	2009 - 2009	Toyota	Yaris (Sedan) PAB (B)
8	2007 - 2008	Toyota	Yaris (Sedan) PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2011 - 2012	Acura	RL PAB (B)
9	2010 - 2012	Acura	RL PAB (C)
9	2013 - 2013	Acura	TSX PAB (A)
9	2014 - 2014	Acura	TSX PAB (A)
9	2010 - 2010	Acura	TSX PAB (B)
9	2011 - 2014	Acura	TSX PAB (B)
9	2009 - 2009	Acura	TSX PAB (C)
9	2013 - 2013	Acura	ZDX PAB (A)
9	2010 - 2010	Acura	ZDX PAB (B)
9	2009 - 2009	Audi	A4 Cabriolet PAB (C)
9	2010 - 2010	Audi	A6 Avant PAB (B)
9	2009 - 2009	Audi	A6 Avant PAB (C)
9	2010 - 2010	Audi	A6 Sedan PAB (B)
9	2009 - 2009	Audi	A6 Sedan PAB (C)
9	2010 - 2010	Audi	S6 Sedan PAB (B)
9	2009 - 2009	Audi	S6 Sedan PAB (C)
9	2013 - 2013	BMW	X5 PAB (A)
9	2010 - 2010	BMW	X5 PAB (B)
9	2009 - 2011	BMW	X5 PAB (C)
9	2010 - 2010	BMW	X6 Hybrid PAB (B)
9	2013 - 2013	BMW	X6 PAB (A)
9	2010 - 2010	BMW	X6 PAB (B)
9	2009 - 2009	BMW	X6 PAB (C)
9	2013 - 2013	Cadillac	Escalade ESV PAB (A)
9	2010 - 2010	Cadillac	Escalade ESV PAB (B)
9	2009 - 2009	Cadillac	Escalade ESV PAB (C)
9	2013 - 2013	Cadillac	Escalade EXT PAB (A)
9	2010 - 2010	Cadillac	Escalade EXT PAB (B)
9	2009 - 2009	Cadillac	Escalade EXT PAB (C)
9	2013 - 2013	Cadillac	Escalade PAB (A)
9	2010 - 2010	Cadillac	Escalade PAB (B)
9	2009 - 2009	Cadillac	Escalade PAB (C)
9	2013 - 2013	Chevrolet	Avalanche PAB (A)
9	2010 - 2010	Chevrolet	Avalanche PAB (B)
9	2009 - 2009	Chevrolet	Avalanche PAB (C)
9	2013 - 2013	Chevrolet	Silverado HD PAB (A)
9	2010 - 2010	Chevrolet	Silverado HD PAB (B)
9	2009 - 2009	Chevrolet	Silverado HD PAB (C)
9	2013 - 2013	Chevrolet	Silverado LD PAB (A)
9	2010 - 2010	Chevrolet	Silverado LD PAB (B)
9	2009 - 2009	Chevrolet	Silverado LD PAB (C)
9	2013 - 2013	Chevrolet	Suburban PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2010 - 2010	Chevrolet	Suburban PAB (B)
9	2009 - 2009	Chevrolet	Suburban PAB (C)
9	2013 - 2013	Chevrolet	Tahoe PAB (A)
9	2010 - 2010	Chevrolet	Tahoe PAB (B)
9	2009 - 2009	Chevrolet	Tahoe PAB (C)
9	2013 - 2013	Chrysler	300 PAB (A)
9	2010 - 2010	Chrysler	300 PAB (B)
9	2009 - 2009	Chrysler	300 PAB (C)
9	2009 - 2009	Chrysler	Aspen PAB (C)
9	2013 - 2013	Dodge	Challenger PAB (A)
9	2010 - 2010	Dodge	Challenger PAB (B)
9	2009 - 2009	Dodge	Challenger PAB (C)
9	2013 - 2013	Dodge	Charger PAB (A)
9	2010 - 2010	Dodge	Charger PAB (B)
9	2009 - 2009	Dodge	Charger PAB (C)
9	2010 - 2010	Dodge	Dakota PAB (B)
9	2009 - 2009	Dodge	Dakota PAB (C)
9	2009 - 2009	Dodge	Durango PAB (C)
9	2009 - 2009	Dodge	Ram 2500 Pickup PAB (C)
9	2010 - 2010	Dodge	Ram 3500 Cab Chassis PAB (B)
9	2009 - 2009	Dodge	Ram 3500 Cab Chassis PAB (C)
9	2009 - 2009	Dodge	Ram 3500 Pickup PAB (C)
9	2010 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (B)
9	2009 - 2009	Dodge	Ram 4500/5500 Cab Chassis PAB (C)
9	2013 - 2013	Ferrari	458 Italia PAB (A)
9	2013 - 2013	Ferrari	458 Italia PAB (B)
9	2013 - 2013	Ferrari	458 Italia PAB (C)
9	2013 - 2013	Ferrari	458 Spider PAB (A)
9	2013 - 2013	Ferrari	458 Spider PAB (B)
9	2013 - 2013	Ferrari	458 Spider PAB (C)
9	2013 - 2013	Ferrari	California PAB (A)
9	2013 - 2013	Ferrari	California PAB (B)
9	2013 - 2013	Ferrari	California PAB (C)
9	2013 - 2013	Ferrari	F12 PAB (A)
9	2013 - 2013	Ferrari	F12 PAB (B)
9	2013 - 2013	Ferrari	F12 PAB (C)
9	2013 - 2013	Ferrari	FF PAB (A)
9	2013 - 2013	Ferrari	FF PAB (B)
9	2013 - 2013	Ferrari	FF PAB (C)
9	2010 - 2010	Ford	Edge PAB (B)
9	2009 - 2009	Ford	Edge PAB (C)
9	2010 - 2010	Ford	Fusion PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2009 - 2009	Ford	Fusion PAB (C)
9	2013 - 2013	Ford	Mustang PAB (A)
9	2010 - 2010	Ford	Mustang PAB (B)
9	2009 - 2009	Ford	Mustang PAB (C)
9	2010 - 2010	Ford	Ranger PAB (B)
9	2009 - 2009	Ford	Ranger PAB (C)
9	2010 - 2010	Freightliner	Sprinter PAB (B)
9	2009 - 2009	Freightliner	Sprinter PAB (C)
9	2013 - 2013	GMC	Sierra HD PAB (A)
9	2010 - 2010	GMC	Sierra HD PAB (B)
9	2009 - 2009	GMC	Sierra HD PAB (C)
9	2013 - 2013	GMC	Sierra LD PAB (A)
9	2010 - 2010	GMC	Sierra LD PAB (B)
9	2009 - 2009	GMC	Sierra LD PAB (C)
9	2013 - 2013	GMC	Yukon PAB (A)
9	2010 - 2010	GMC	Yukon PAB (B)
9	2009 - 2009	GMC	Yukon PAB (C)
9	2013 - 2013	GMC	Yukon XL PAB (A)
9	2010 - 2010	GMC	Yukon XL PAB (B)
9	2009 - 2009	GMC	Yukon XL PAB (C)
9	2010 - 2010	Honda	ACCORD PAB (B)
9	2009 - 2009	Honda	ACCORD PAB (C)
9	2010 - 2010	Honda	CIVIC HYBRID PAB (B)
9	2009 - 2009	Honda	CIVIC HYBRID PAB (C)
9	2010 - 2010	Honda	CIVIC NGV PAB (B)
9	2009 - 2009	Honda	CIVIC NGV PAB (C)
9	2010 - 2010	Honda	CIVIC PAB (B)
9	2009 - 2009	Honda	CIVIC PAB (C)
9	2013 - 2013	Honda	CROSSTOUR PAB (A)
9	2010 - 2010	Honda	CROSSTOUR PAB (B)
9	2010 - 2010	Honda	CR-V PAB (B)
9	2009 - 2009	Honda	CR-V PAB (C)
9	2010 - 2010	Honda	ELEMENT PAB (B)
9	2009 - 2009	Honda	ELEMENT PAB (C)
9	2013 - 2013	Honda	FCX CLARITY PAB (A)
9	2013 - 2013	Honda	FIT EV PAB (A)
9	2013 - 2013	Honda	FIT PAB (A)
9	2010 - 2010	Honda	FIT PAB (B)
9	2009 - 2009	Honda	FIT PAB (C)
9	2013 - 2013	Honda	INSIGHT PAB (A)
9	2010 - 2010	Honda	INSIGHT PAB (B)
9	2013 - 2013	Honda	PILOT PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2010 - 2010	Honda	PILOT PAB (B)
9	2009 - 2009	Honda	PILOT PAB (C)
9	2013 - 2013	Honda	RIDGELINE PAB (A)
9	2010 - 2010	Honda	RIDGELINE PAB (B)
9	2009 - 2009	Honda	RIDGELINE PAB (C)
9	2010 - 2010	Infiniti	M PAB (B)
9	2009 - 2009	Infiniti	M PAB (C)
9	2013 - 2013	Jaguar	XF PAB (A)
9	2010 - 2010	Jaguar	XF PAB (B)
9	2009 - 2009	Jaguar	XF PAB (C)
9	2013 - 2013	Jeep	Wrangler PAB (A)
9	2010 - 2010	Jeep	Wrangler PAB (B)
9	2009 - 2009	Jeep	Wrangler PAB (C)
9	2010 - 2010	Land Rover	Range Rover PAB (B)
9	2009 - 2009	Land Rover	Range Rover PAB (C)
9	2010 - 2010	Lexus	ES350 PAB (B)
9	2009 - 2009	Lexus	ES350 PAB (C)
9	2013 - 2013	Lexus	GX460 PAB (A)
9	2010 - 2010	Lexus	GX460 PAB (B)
9	2013 - 2013	Lexus	IS250/350 PAB (A)
9	2010 - 2010	Lexus	IS250/350 PAB (B)
9	2009 - 2009	Lexus	IS250/350 PAB (C)
9	2013 - 2013	Lexus	IS250C/350C PAB (A)
9	2010 - 2010	Lexus	IS250C/350C PAB (B)
9	2013 - 2013	Lexus	IS-F PAB (A)
9	2010 - 2010	Lexus	IS-F PAB (B)
9	2009 - 2009	Lexus	IS-F PAB (C)
9	2010 - 2010	Lincoln	MKX PAB (B)
9	2009 - 2009	Lincoln	MKX PAB (C)
9	2010 - 2010	Lincoln	Zephyr/MKZ PAB (B)
9	2009 - 2009	Lincoln	Zephyr/MKZ PAB (C)
9	2009 - 2009	Mazda	B-Series PAB (C)
9	2010 - 2010	Mazda	CX7 PAB (B)
9	2009 - 2009	Mazda	CX7 PAB (C)
9	2013 - 2013	Mazda	CX9 PAB (A)
9	2010 - 2010	Mazda	CX9 PAB (B)
9	2009 - 2009	Mazda	CX9 PAB (C)
9	2010 - 2010	Mazda	Mazda6 PAB (B)
9	2009 - 2009	Mazda	Mazda6 PAB (C)
9	2010 - 2010	Mazda	RX8 PAB (B)
9	2009 - 2009	Mazda	RX8 PAB (C)
9	2013 - 2013	McLaren	MP4-12C PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2013 - 2013	McLaren	MP4-12C PAB (B)
9	2013 - 2013	McLaren	MP4-12C PAB (C)
9	2013 - 2013	McLaren	P1TM PAB (A)
9	2013 - 2013	Mercedes-Benz	C-Class PAB (A)
9	2010 - 2010	Mercedes-Benz	C-Class PAB (B)
9	2009 - 2009	Mercedes-Benz	C-Class PAB (C)
9	2013 - 2013	Mercedes-Benz	E-Class Cabrio PAB (A)
9	2013 - 2013	Mercedes-Benz	E-Class Coupe PAB (A)
9	2010 - 2010	Mercedes-Benz	E-Class Coupe PAB (B)
9	2013 - 2013	Mercedes-Benz	GLK Class PAB (A)
9	2010 - 2010	Mercedes-Benz	GLK Class PAB (B)
9	2013 - 2013	Mercedes-Benz	SLS-Class PAB (A)
9	2010 - 2010	Mercedes-Benz	Sprinter PAB (B)
9	2010 - 2010	Mercury	Milan PAB (B)
9	2009 - 2009	Mercury	Milan PAB (C)
9	2009 - 2009	Mitsubishi	Raider PAB (C)
9	2010 - 2010	Nissan	Versa PAB (B)
9	2009 - 2009	Nissan	Versa PAB (C)
9	2010 - 2010	Pontiac	Vibe PAB (B)
9	2009 - 2009	Pontiac	Vibe PAB (C)
9	2013 - 2013	Scion	xB PAB (A)
9	2010 - 2010	Scion	xB PAB (B)
9	2009 - 2009	Scion	xB PAB (C)
9	2013 - 2013	Subaru	Forester PAB (A)
9	2010 - 2010	Subaru	Forester PAB (B)
9	2009 - 2009	Subaru	Forester PAB (C)
9	2010 - 2010	Subaru	Impreza PAB (B)
9	2009 - 2009	Subaru	Impreza PAB (C)
9	2013 - 2013	Subaru	Legacy PAB (A)
9	2010 - 2010	Subaru	Legacy PAB (B)
9	2009 - 2009	Subaru	Legacy PAB (C)
9	2013 - 2013	Subaru	Outback PAB (A)
9	2010 - 2010	Subaru	Outback PAB (B)
9	2009 - 2009	Subaru	Outback PAB (C)
9	2013 - 2013	Subaru	Tribeca PAB (A)
9	2010 - 2010	Subaru	Tribeca PAB (B)
9	2009 - 2009	Subaru	Tribeca PAB (C)
9	2013 - 2013	Subaru	WRX/STI PAB (A)
9	2013 - 2013	Tesla	Model S PAB (A)
9	2013 - 2013	Toyota	4Runner PAB (A)
9	2010 - 2010	Toyota	4Runner PAB (B)
9	2013 - 2013	Toyota	Corolla PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2010 - 2010	Toyota	Corolla PAB (B)
9	2009 - 2009	Toyota	Corolla PAB (C)
9	2013 - 2013	Toyota	Matrix PAB (A)
9	2010 - 2010	Toyota	Matrix PAB (B)
9	2009 - 2009	Toyota	Matrix PAB (C)
9	2013 - 2013	Toyota	Sienna PAB (A)
9	2010 - 2010	Toyota	Yaris (Hatch Back) PAB (B)
9	2009 - 2009	Toyota	Yaris (Hatch Back) PAB (C)
9	2010 - 2010	Toyota	Yaris (Sedan) PAB (B)
9	2009 - 2009	Toyota	Yaris (Sedan) PAB (C)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
10	2010 - 2014	Acura	TSX PAB (C)
10	2011 - 2013	Acura	ZDX PAB (B)
10	2010 - 2013	Acura	ZDX PAB (C)
10	2011 - 2011	Audi	A6 Avant PAB (B)
10	2010 - 2011	Audi	A6 Avant PAB (C)
10	2011 - 2011	Audi	A6 Sedan PAB (B)
10	2010 - 2011	Audi	A6 Sedan PAB (C)
10	2017 - 2017	Audi	R8 DAB (A)
10	2017 - 2017	Audi	R8 DAB (B)
10	2017 - 2017	Audi	R8 DAB (C)
10	2011 - 2011	Audi	S6 Sedan PAB (B)
10	2010 - 2011	Audi	S6 Sedan PAB (C)
10	2016 - 2017	Audi	TT DAB (A)
10	2016 - 2017	Audi	TT DAB (B)
10	2016 - 2017	Audi	TT DAB (C)
10	2015 - 2015	BMW	X1 DAB (A)
10	2015 - 2015	BMW	X1 DAB (B)
10	2015 - 2015	BMW	X1 DAB (C)
10	2011 - 2013	BMW	X5 PAB (B)
10	2012 - 2013	BMW	X5 PAB (C)
10	2011 - 2011	BMW	X6 Hybrid PAB (B)
10	2010 - 2011	BMW	X6 Hybrid PAB (C)
10	2014 - 2014	BMW	X6 PAB (A)
10	2011 - 2014	BMW	X6 PAB (B)
10	2010 - 2014	BMW	X6 PAB (C)
10	2014 - 2014	Cadillac	Escalade ESV PAB (A)
10	2011 - 2014	Cadillac	Escalade ESV PAB (B)
10	2010 - 2014	Cadillac	Escalade ESV PAB (C)
10	2011 - 2013	Cadillac	Escalade EXT PAB (B)
10	2010 - 2013	Cadillac	Escalade EXT PAB (C)
10	2014 - 2014	Cadillac	Escalade PAB (A)
10	2011 - 2014	Cadillac	Escalade PAB (B)
10	2010 - 2014	Cadillac	Escalade PAB (C)
10	2011 - 2013	Chevrolet	Avalanche PAB (B)
10	2010 - 2013	Chevrolet	Avalanche PAB (C)
10	2014 - 2014	Chevrolet	Silverado HD PAB (A)
10	2011 - 2014	Chevrolet	Silverado HD PAB (B)
10	2010 - 2014	Chevrolet	Silverado HD PAB (C)
10	2011 - 2013	Chevrolet	Silverado LD PAB (B)
10	2010 - 2013	Chevrolet	Silverado LD PAB (C)
10	2014 - 2014	Chevrolet	Suburban PAB (A)
10	2011 - 2014	Chevrolet	Suburban PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2010 - 2014	Chevrolet	Suburban PAB (C)
10	2014 - 2014	Chevrolet	Tahoe PAB (A)
10	2011 - 2014	Chevrolet	Tahoe PAB (B)
10	2010 - 2014	Chevrolet	Tahoe PAB (C)
10	2014 - 2015	Chrysler	300 PAB (A)
10	2011 - 2015	Chrysler	300 PAB (B)
10	2010 - 2015	Chrysler	300 PAB (C)
10	2014 - 2014	Dodge	Challenger PAB (A)
10	2011 - 2014	Dodge	Challenger PAB (B)
10	2010 - 2014	Dodge	Challenger PAB (C)
10	2014 - 2015	Dodge	Charger PAB (A)
10	2011 - 2015	Dodge	Charger PAB (B)
10	2010 - 2015	Dodge	Charger PAB (C)
10	2011 - 2011	Dodge	Dakota PAB (B)
10	2010 - 2011	Dodge	Dakota PAB (C)
10	2010 - 2010	Dodge	Ram 3500 Cab Chassis PAB (C)
10	2010 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (C)
10	2014 - 2015	Ferrari	458 Italia PAB (A)
10	2014 - 2015	Ferrari	458 Italia PAB (B)
10	2014 - 2015	Ferrari	458 Italia PAB (C)
10	2015 - 2015	Ferrari	458 Speciale A PAB (A)
10	2015 - 2015	Ferrari	458 Speciale A PAB (B)
10	2015 - 2015	Ferrari	458 Speciale A PAB (C)
10	2014 - 2015	Ferrari	458 Speciale PAB (A)
10	2014 - 2015	Ferrari	458 Speciale PAB (B)
10	2014 - 2015	Ferrari	458 Speciale PAB (C)
10	2014 - 2015	Ferrari	458 Spider PAB (A)
10	2014 - 2015	Ferrari	458 Spider PAB (B)
10	2014 - 2015	Ferrari	458 Spider PAB (C)
10	2016 - 2017	Ferrari	488 GTB PAB (A)
10	2016 - 2017	Ferrari	488 GTB PAB (B)
10	2016 - 2017	Ferrari	488 GTB PAB (C)
10	2016 - 2017	Ferrari	488 Spider PAB (A)
10	2016 - 2017	Ferrari	488 Spider PAB (B)
10	2016 - 2017	Ferrari	488 Spider PAB (C)
10	2014 - 2014	Ferrari	California PAB (A)
10	2014 - 2014	Ferrari	California PAB (B)
10	2014 - 2014	Ferrari	California PAB (C)
10	2015 - 2017	Ferrari	California T PAB (A)
10	2015 - 2017	Ferrari	California T PAB (B)
10	2015 - 2017	Ferrari	California T PAB (C)
10	2014 - 2017	Ferrari	F12 PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2014 - 2017	Ferrari	F12 PAB (B)
10	2014 - 2017	Ferrari	F12 PAB (C)
10	2016 - 2017	Ferrari	F12 tdf PAB (A)
10	2016 - 2017	Ferrari	F12 tdf PAB (B)
10	2016 - 2017	Ferrari	F12 tdf PAB (C)
10	2016 - 2016	Ferrari	F60 PAB (A)
10	2016 - 2016	Ferrari	F60 PAB (B)
10	2016 - 2016	Ferrari	F60 PAB (C)
10	2014 - 2016	Ferrari	FF PAB (A)
10	2014 - 2016	Ferrari	FF PAB (B)
10	2014 - 2016	Ferrari	FF PAB (C)
10	2017 - 2017	Ferrari	GTC4Lusso PAB (A)
10	2017 - 2017	Ferrari	GTC4Lusso PAB (B)
10	2017 - 2017	Ferrari	GTC4Lusso PAB (C)
10	2012 - 2012	Fisker	Karma PAB (B)
10	2012 - 2012	Fisker	Karma PAB (C)
10	2010 - 2010	Ford	Edge PAB (C)
10	2011 - 2012	Ford	Fusion PAB (B)
10	2010 - 2012	Ford	Fusion PAB (C)
10	2014 - 2014	Ford	Mustang PAB (A)
10	2011 - 2014	Ford	Mustang PAB (B)
10	2010 - 2014	Ford	Mustang PAB (C)
10	2011 - 2011	Ford	Ranger PAB (B)
10	2010 - 2011	Ford	Ranger PAB (C)
10	2015 - 2017	Freightliner	Sprinter DAB (A)
10	2015 - 2017	Freightliner	Sprinter DAB (B)
10	2015 - 2017	Freightliner	Sprinter DAB (C)
10	2011 - 2011	Freightliner	Sprinter PAB (B)
10	2010 - 2011	Freightliner	Sprinter PAB (C)
10	2014 - 2014	GMC	Sierra HD PAB (A)
10	2011 - 2014	GMC	Sierra HD PAB (B)
10	2010 - 2014	GMC	Sierra HD PAB (C)
10	2011 - 2013	GMC	Sierra LD PAB (B)
10	2010 - 2013	GMC	Sierra LD PAB (C)
10	2014 - 2014	GMC	Yukon PAB (A)
10	2011 - 2014	GMC	Yukon PAB (B)
10	2010 - 2014	GMC	Yukon PAB (C)
10	2014 - 2014	GMC	Yukon XL PAB (A)
10	2011 - 2014	GMC	Yukon XL PAB (B)
10	2010 - 2014	GMC	Yukon XL PAB (C)
10	2011 - 2012	Honda	ACCORD PAB (B)
10	2010 - 2012	Honda	ACCORD PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2011 - 2011	Honda	CIVIC HYBRID PAB (B)
10	2010 - 2011	Honda	CIVIC HYBRID PAB (C)
10	2011 - 2011	Honda	CIVIC NGV PAB (B)
10	2010 - 2011	Honda	CIVIC NGV PAB (C)
10	2011 - 2011	Honda	CIVIC PAB (B)
10	2010 - 2011	Honda	CIVIC PAB (C)
10	2014 - 2015	Honda	CROSSTOUR PAB (A)
10	2011 - 2015	Honda	CROSSTOUR PAB (B)
10	2010 - 2015	Honda	CROSSTOUR PAB (C)
10	2011 - 2011	Honda	CR-V PAB (B)
10	2010 - 2011	Honda	CR-V PAB (C)
10	2011 - 2011	Honda	ELEMENT PAB (B)
10	2010 - 2011	Honda	ELEMENT PAB (C)
10	2014 - 2014	Honda	FCX CLARITY PAB (A)
10	2014 - 2014	Honda	FIT EV PAB (A)
10	2011 - 2013	Honda	FIT PAB (B)
10	2010 - 2013	Honda	FIT PAB (C)
10	2014 - 2014	Honda	INSIGHT PAB (A)
10	2011 - 2014	Honda	INSIGHT PAB (B)
10	2010 - 2014	Honda	INSIGHT PAB (C)
10	2014 - 2015	Honda	PILOT PAB (A)
10	2011 - 2015	Honda	PILOT PAB (B)
10	2010 - 2015	Honda	PILOT PAB (C)
10	2014 - 2014	Honda	RIDGELINE PAB (A)
10	2011 - 2014	Honda	RIDGELINE PAB (B)
10	2010 - 2014	Honda	RIDGELINE PAB (C)
10	2010 - 2010	Infiniti	M PAB (C)
10	2014 - 2015	Jaguar	XF PAB (A)
10	2011 - 2015	Jaguar	XF PAB (B)
10	2010 - 2015	Jaguar	XF PAB (C)
10	2014 - 2016	Jeep	Wrangler PAB (A)
10	2011 - 2016	Jeep	Wrangler PAB (B)
10	2010 - 2016	Jeep	Wrangler PAB (C)
10	2011 - 2012	Land Rover	Range Rover PAB (B)
10	2010 - 2012	Land Rover	Range Rover PAB (C)
10	2011 - 2012	Lexus	ES350 PAB (B)
10	2010 - 2012	Lexus	ES350 PAB (C)
10	2014 - 2017	Lexus	GX460 PAB (A)
10	2011 - 2017	Lexus	GX460 PAB (B)
10	2010 - 2017	Lexus	GX460 PAB (C)
10	2011 - 2013	Lexus	IS250/350 PAB (B)
10	2010 - 2013	Lexus	IS250/350 PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2014 - 2015	Lexus	IS250C/350C PAB (A)
10	2011 - 2015	Lexus	IS250C/350C PAB (B)
10	2010 - 2015	Lexus	IS250C/350C PAB (C)
10	2014 - 2014	Lexus	IS-F PAB (A)
10	2011 - 2014	Lexus	IS-F PAB (B)
10	2010 - 2014	Lexus	IS-F PAB (C)
10	2012 - 2012	Lexus	LFA PAB (B)
10	2012 - 2012	Lexus	LFA PAB (C)
10	2010 - 2010	Lincoln	MKX PAB (C)
10	2011 - 2012	Lincoln	Zephyr/MKZ PAB (B)
10	2010 - 2012	Lincoln	Zephyr/MKZ PAB (C)
10	2011 - 2012	Mazda	CX7 PAB (B)
10	2010 - 2012	Mazda	CX7 PAB (C)
10	2014 - 2015	Mazda	CX9 PAB (A)
10	2011 - 2015	Mazda	CX9 PAB (B)
10	2010 - 2015	Mazda	CX9 PAB (C)
10	2011 - 2011	Mazda	Mazda6 PAB (B)
10	2010 - 2011	Mazda	Mazda6 PAB (C)
10	2011 - 2011	Mazda	RX8 PAB (B)
10	2010 - 2011	Mazda	RX8 PAB (C)
10	2016 - 2017	McLaren	570 PAB (A)
10	2016 - 2017	McLaren	570 PAB (B)
10	2016 - 2017	McLaren	570 PAB (C)
10	2015 - 2016	McLaren	650S PAB (A)
10	2015 - 2016	McLaren	650S PAB (B)
10	2015 - 2016	McLaren	650S PAB (C)
10	2016 - 2016	McLaren	675LT PAB (A)
10	2016 - 2016	McLaren	675LT PAB (B)
10	2016 - 2016	McLaren	675LT PAB (C)
10	2014 - 2014	McLaren	MP4-12C PAB (A)
10	2014 - 2014	McLaren	MP4-12C PAB (B)
10	2014 - 2014	McLaren	MP4-12C PAB (C)
10	2014 - 2015	McLaren	P1TM PAB (A)
10	2014 - 2015	McLaren	P1TM PAB (B)
10	2014 - 2015	McLaren	P1TM PAB (C)
10	2014 - 2014	Mercedes-Benz	C-Class PAB (A)
10	2011 - 2014	Mercedes-Benz	C-Class PAB (B)
10	2010 - 2014	Mercedes-Benz	C-Class PAB (C)
10	2014 - 2017	Mercedes-Benz	E-Class Cabrio PAB (A)
10	2011 - 2017	Mercedes-Benz	E-Class Cabrio PAB (B)
10	2011 - 2017	Mercedes-Benz	E-Class Cabrio PAB (C)
10	2014 - 2017	Mercedes-Benz	E-Class Coupe PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
10	2011 - 2017	Mercedes-Benz	E-Class Coupe PAB (B)
10	2010 - 2017	Mercedes-Benz	E-Class Coupe PAB (C)
10	2014 - 2015	Mercedes-Benz	GLK Class PAB (A)
10	2011 - 2015	Mercedes-Benz	GLK Class PAB (B)
10	2010 - 2015	Mercedes-Benz	GLK Class PAB (C)
10	2015 - 2015	Mercedes-Benz	SLS-Class DAB (A)
10	2015 - 2015	Mercedes-Benz	SLS-Class DAB (B)
10	2015 - 2015	Mercedes-Benz	SLS-Class DAB (C)
10	2014 - 2015	Mercedes-Benz	SLS-Class PAB (A)
10	2011 - 2015	Mercedes-Benz	SLS-Class PAB (B)
10	2011 - 2015	Mercedes-Benz	SLS-Class PAB (C)
10	2015 - 2017	Mercedes-Benz	Sprinter DAB (A)
10	2015 - 2017	Mercedes-Benz	Sprinter DAB (B)
10	2015 - 2017	Mercedes-Benz	Sprinter DAB (C)
10	2011 - 2011	Mercedes-Benz	Sprinter PAB (B)
10	2010 - 2011	Mercedes-Benz	Sprinter PAB (C)
10	2011 - 2011	Mercury	Milan PAB (B)
10	2010 - 2011	Mercury	Milan PAB (C)
10	2016 - 2017	Mitsubishi	i-MiEV PAB (A)
10	2016 - 2017	Mitsubishi	i-MiEV PAB (B)
10	2016 - 2017	Mitsubishi	i-MiEV PAB (C)
10	2011 - 2012	Nissan	Versa PAB (B)
10	2010 - 2012	Nissan	Versa PAB (C)
10	2010 - 2010	Pontiac	Vibe PAB (C)
10	2014 - 2015	Scion	xB PAB (A)
10	2011 - 2015	Scion	xB PAB (B)
10	2010 - 2015	Scion	xB PAB (C)
10	2011 - 2013	Subaru	Forester PAB (B)
10	2010 - 2013	Subaru	Forester PAB (C)
10	2011 - 2011	Subaru	Impreza PAB (B)
10	2010 - 2011	Subaru	Impreza PAB (C)
10	2014 - 2014	Subaru	Legacy PAB (A)
10	2011 - 2014	Subaru	Legacy PAB (B)
10	2010 - 2014	Subaru	Legacy PAB (C)
10	2014 - 2014	Subaru	Outback PAB (A)
10	2011 - 2014	Subaru	Outback PAB (B)
10	2010 - 2014	Subaru	Outback PAB (C)
10	2014 - 2014	Subaru	Tribeca PAB (A)
10	2011 - 2014	Subaru	Tribeca PAB (B)
10	2010 - 2014	Subaru	Tribeca PAB (C)
10	2014 - 2014	Subaru	WRX/STI PAB (A)
10	2012 - 2014	Subaru	WRX/STI PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2012 - 2014	Subaru	WRX/STI PAB (C)
10	2014 - 2016	Tesla	Model S PAB (A)
10	2012 - 2016	Tesla	Model S PAB (B)
10	2012 - 2016	Tesla	Model S PAB (C)
10	2014 - 2016	Toyota	4Runner PAB (A)
10	2011 - 2016	Toyota	4Runner PAB (B)
10	2010 - 2016	Toyota	4Runner PAB (C)
10	2011 - 2013	Toyota	Corolla PAB (B)
10	2010 - 2013	Toyota	Corolla PAB (C)
10	2011 - 2013	Toyota	Matrix PAB (B)
10	2010 - 2013	Toyota	Matrix PAB (C)
10	2014 - 2014	Toyota	Sienna PAB (A)
10	2011 - 2014	Toyota	Sienna PAB (B)
10	2011 - 2014	Toyota	Sienna PAB (C)
10	2011 - 2011	Toyota	Yaris (Hatch Back) PAB (B)
10	2010 - 2011	Toyota	Yaris (Hatch Back) PAB (C)
10	2011 - 2012	Toyota	Yaris (Sedan) PAB (B)
10	2010 - 2012	Toyota	Yaris (Sedan) PAB (C)
10	2016 - 2017	Volkswagen	CC DAB (A)
10	2016 - 2017	Volkswagen	CC DAB (A)
10	2016 - 2017	Volkswagen	CC DAB (A)
10	2016 - 2017	Volkswagen	CC DAB (B)
10	2016 - 2017	Volkswagen	CC DAB (B)
10	2016 - 2017	Volkswagen	CC DAB (B)
10	2016 - 2017	Volkswagen	CC DAB (C)
10	2016 - 2017	Volkswagen	CC DAB (C)
10	2016 - 2017	Volkswagen	CC DAB (C)

**END OF ANNEX**

**EXHIBIT 4**



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] FINAL JUDGMENT**

IT IS on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, HEREBY ADJUDGED  
AND DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 54(b) AND 58  
AS FOLLOWS:

(1) On this date, the Court entered a Final Order Approving Class Action Settlement  
(Dkt. No. \_\_); and

(2) For the reasons stated in the Court's Final Order Approving Class Action  
Settlement, judgment is entered in accordance with the Final Order Approving Class Action  
Settlement, and all claims asserted against Toyota in this Action are dismissed with prejudice,  
without costs to any party, except as otherwise provided in the Final Order Approving Class Action  
Settlement or in the Settlement Agreement.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_ 2023.

---

FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

**EXHIBIT 5**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] FINAL ORDER APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

WHEREAS, the Court, having considered the Settlement Agreement filed on \_\_\_\_\_ (the “Settlement Agreement”) between and among the named Recycler Plaintiffs, through Settlement Class Counsel, and Defendants Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc. (collectively “Toyota”), the Court’s \_\_\_\_\_ Order Granting Preliminary Approval of the Class Settlement, Directing Notice to the Class, and Scheduling Fairness Hearing (Dkt. No. \_\_\_\_\_) (the “Preliminary Approval Order”), having held a Fairness Hearing on \_\_\_\_\_, and having considered all of the submissions and arguments with respect to the Settlement Agreement, and otherwise being fully informed, and good cause appearing therefore (all capitalized terms as defined in the Settlement Agreement);

**IT IS HEREBY ORDERED AS FOLLOWS:**

1. This Final Order Approving Class Action Settlement incorporates herein and makes a part hereof, the Settlement Agreement and its exhibits, and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Final Order and accompanying Final Judgment.

2. The Court has personal jurisdiction over all parties in the Action, including but not limited to all Class Members, and has subject matter jurisdiction over the Action, including jurisdiction to approve the Settlement Agreement, grant final certification of the Class, to settle and release all claims released in the Settlement Agreement, and dismiss the recycler/economic loss claims asserted against Toyota in the Actions with prejudice and enter final judgment with respect to Toyota in the Actions. Further, venue is proper in this Court.

**I. THE SETTLEMENT CLASS**

3. Based on the record before the Court, including all submissions in support of the settlement, objections and responses thereto and all prior proceedings in the Action, as well as the Settlement Agreement itself and its related documents and exhibits, the Court hereby confirms the certification of the following nationwide Class (the “Class”) for settlement purposes only:

All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Toyota, its officers, directors, employees and outside counsel; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; and Toyota’s Dealers and their officers and directors; (b) Settlement Class Counsel, Recycler Plaintiffs’ counsel, and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

“Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.

4. The Court finds that only those persons/entities/organizations listed on Appendix B to this Final Order Approving Class Action Settlement have timely and properly excluded themselves from the Class and, therefore, are not bound by this Final Order Approving Class Action Settlement or the accompanying Final Judgment.

5. The Court confirms, for settlement purposes and conditioned upon the entry of the Final Order and Final Judgment and upon the occurrence of the Effective Date, that the Class meets all the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3):

a. *Numerosity.* The Class, which is ascertainable, consists of more than approximately 16,300 members located throughout the United States and satisfies the numerosity requirement of FED. R. CIV. P. 23(a)(1). Joinder of these widely dispersed, numerous Class Members into one suit would be impracticable.

b. *Commonality.* There are some questions of law or fact common to the Class with regard to the alleged activities of Toyota in this case. These issues are sufficient to establish commonality under FED. R. CIV. P. 23(a)(2).

c. *Typicality.* The claims of class representatives are typical of the claims of the Class Members they seek to represent for purposes of settlement.

d. *Adequate Representation.* Recycler Plaintiffs’ interests do not conflict with those of absent members of the Class, and Recycler Plaintiffs’ interests are co-extensive with those of absent Class Members. Additionally, this Court recognizes the experience of Settlement Class Counsel. Recycler Plaintiffs and their counsel have prosecuted this action vigorously on behalf of the Class. The Court finds that the requirement of adequate representation of the Class has been

fully met under FED. R. CIV. P. 23(a)(4).

e. *Predominance of Common Issues.* The questions of law or fact common to the Class Members predominate over any questions affecting any individual Class Member.

f. *Superiority of the Class Action Mechanism.* The class action mechanism provides a superior procedural vehicle for resolution of this matter compared to other available alternatives, at least for purposes of settlement. Class certification promotes efficiency and uniformity of judgment because the many Class Members will not be forced to separately pursue claims or execute settlements in various courts around the country.

6. The designated class representatives are as follows: 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.; Quartno's Auto Salvage and Young's Auto Center and Salvage, LP. The Court finds that these Class Members have adequately represented the Class for purposes of entering into and implementing the Settlement Agreement. The Court appoints Podhurst Orseck, P.A. (Court-appointed Chair Lead Counsel); Boies, Schiller & Flexner L.L.P. and Power, Rogers and Smith, P.C. (Court-appointed Co-Lead Counsel for the Economic Loss Track); and Baron & Budd P.C., Carella Byrne Cecchi Olstein P.C., and Lieff Cabraser Heimann & Bernstein, LLP (Court-appointed Plaintiffs' Steering Committee) on behalf of the Recycler Plaintiffs in the *Takata* MDL as Settlement Class Counsel.

7. In making all of the foregoing findings, the Court has exercised its discretion in certifying the Class.

## **II. NOTICE AND OUTREACH TO CLASS MEMBERS**

8. The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the

circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. CIV. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

9. The Court further finds that Settling Defendants, through the Settlement Notice Administrator, provided notice of the settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety days to comment or object to the Settlement Agreement before entering its Final Order and Final Judgment.

### **III. FINAL APPROVAL OF SETTLEMENT AGREEMENT**

10. The Court finds that the Settlement Agreement resulted from extensive arm's-length good faith negotiations between Settlement Class Counsel and Settling Defendants, through experienced counsel.

11. Pursuant to FED. R. CIV. P. 23(e), the Court hereby finally approves in all respects the Settlement as set forth in the Settlement Agreement and finds that the Settlement Agreement, and all other parts of the settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Class and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act, and any other applicable law. The Court hereby declares that the Settlement Agreement is binding on all Class Members, except those identified on Appendix B. The decisions of the Settlement Special Administrator relating to the review, processing,



determination and payment of Claims submitted pursuant to the Settlement Agreement are final and not appealable.

12. The Court finds that the Settlement Agreement is fair, reasonable and adequate based on the following factors, among other things: (a) there is no fraud or collusion underlying the Settlement Agreement; (b) the complexity, expense, uncertainty and likely duration of litigation in the Action favor settlement on behalf of the Class; (c) the stage of the proceedings and the amount of discovery completed; (d) the probability of the plaintiffs' success on the merits; (e) the range of possible recovery; and (f) the opinions of the class counsel, class representatives, and the substance and amount of opposition to the settlement. *In re Checking Acct. Overdraft Litig.*, 830 F. Supp. 2d 1330, 1345 (S.D. Fla. 2011).

13. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement. In addition, the Parties are authorized to agree to and adopt such amendments and modifications to the Settlement Agreement as: (i) shall be consistent in all material respects with this Final Order Approving Class Action Settlement: and (ii) do not limit the rights of the Class.

14. The Court has considered all objections, timely and proper or otherwise, to the Settlement Agreement and denies and overrules them as without merit.

#### **IV. ATTORNEYS' FEES AND COSTS AND SETTLEMENT INCENTIVE AWARDS TO CLASS REPRESENTATIVES**

15. Class Counsel has not applied for service awards based upon the recent Eleventh Circuit opinion on *Johnson v. NPAS Sols., LLC*, 43 F.4th 1138 (11th Cir. 2022).

16. Additionally, the Settlement Agreement provides that Class Counsel may seek reimbursement of up to \$26,867.25 in attorneys' costs and expenses. Settlement Class Counsel seeks \$26,867.25 in costs and expenses. Settlement Class Counsel are not seeking any attorneys' fees associated with the settlement of this action. The court finds that costs and expenses incurred by class counsel over the course of this litigation are reasonable, and therefore the application for

a total of \$26,867.25 in costs and expenses is **Granted**.

## V. DISMISSAL OF CLAIMS, RELEASE

1. All economic loss claims asserted against Toyota in the Action are hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

2. Upon entry of this Final Order Approving Class Action Settlement and the Final Judgment, class representatives and each Class Member (except those listed on Appendix B), on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind and/or type regarding the subject matter of the Actions and/or the subject Inflatons, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert and/or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, and/or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common law, statutory, and/or equitable relief theories, or from any other source, and any claim or potential claim of any kind related arising from, related to, connected with, and/or in any way

involving the Actions, the Subject Vehicles' airbags containing desiccated or non-desiccated driver's or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged or described in the Actions or any amendments of the Actions.

3. Notwithstanding the definition of Excluded Parties, the release shall extend to the Released Parties with respect to the Pontiac Vibe and to General Motors for any claims related to the Released Parties for Pontiac Vibe. Any claims against General Motors and all related corporate entities with respect to any other vehicles are not released and are expressly retained by the Class.

4. Class Members are not releasing claims for or arising from personal injury, wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle (other than damage to the Subject Vehicle and/or Inflator itself).

5. If a Class Member who does not timely and properly opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

6. Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.

7. Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of the Settlement Agreement.

8. By not excluding themselves from the Action and to the fullest extent they may lawfully waive such rights, all class representatives are deemed to acknowledge and waive Section 1542 of the Civil Code of the State of California and any law of any state or territory that is

equivalent to Section 1542. Section 1542 provides that:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

9. The Court orders that the Settlement Agreement shall be the exclusive remedy for all claims released in the Settlement Agreement for all Class Members not listed on Appendix B.

10. Therefore, except for those listed on Appendix B, all class representatives, Class Members and their representatives are hereby permanently barred and enjoined from, either directly, through their representatives, or in any other capacity instituting, commencing, filing, maintaining, continuing or prosecuting against any of the Released Parties (as that term is defined in the Settlement Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action described. In addition, all class representatives, Class Members and all persons and entities in active concert or participation with Class Members are permanently barred and enjoined from organizing Class Members who have not been excluded from the Class into a separate class for purposes of pursuing, as a purported class action, any lawsuit against the Released Parties based on or relating to the claims and causes of action in the complaint in the Action, or the facts and circumstances relating thereto or the release in the Settlement Agreement. Pursuant to 28 U.S.C. §§1651(a) and 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the settlement as set forth in the Settlement Agreement, and the Action.

11. Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this class action settlement.

## VI. OTHER PROVISIONS

12. Without affecting the finality of this Final Order Approving Class Action Settlement or the accompanying Final Judgment, the Court retains continuing and exclusive jurisdiction over the Action and all matters relating to the administration, consummation, enforcement and interpretation of the Settlement Agreement and of this Final Order Approving Class Action Settlement and the accompanying Final Judgment, to protect and effectuate this Final Order Approving Class Action Settlement and the accompanying Final Judgment, and for any other necessary purpose. The Parties, the class representatives, and each Class Member not listed on Appendix B are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including the exhibits thereto, and only for such purposes.

13. In the event that the Effective Date does not occur, certification of the Class shall be automatically vacated and this Final Order Approving Class Action Settlement and the accompanying Final Judgment, and other orders entered in connection with the Settlement Agreement and releases delivered in connection with the Settlement Agreement, shall be vacated and rendered null and void as provided by the Settlement Agreement.

14. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent with this Final Order Approving Class Action Settlement and the accompanying Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.

15. Nothing in this Final Order Approving Class Action Settlement or the accompanying Final Judgment shall preclude any action in this Court to enforce the terms of the Settlement Agreement.

16. Neither this Final Order Approving Class Action Settlement nor the accompanying Final Judgment (nor any document related to the Settlement Agreement) is or shall be construed as an admission by the Parties. Neither the Settlement Agreement (or its exhibits), this Final Order Approving Class Action Settlement, the accompanying Final Judgment, or any document related to the Settlement Agreement shall be offered in any proceeding as evidence against any of the Parties of any fact or legal claim; provided, however, that Toyota and the Released Parties may file any and all such documents in support of any defense that the Settlement Agreement, this Final Order Approving Class Action Settlement, the accompanying Final Judgment and any other related document is binding on and shall have res judicata, collateral estoppel, and/or preclusive effect in any pending or future lawsuit by any person or entity who is subject to the release described above in Paragraph 23 asserting a released claim against any of the Released Parties.

17. A copy of this Final Order Approving Class Action Settlement shall be filed in, and applies to, each remaining economic loss member action in this multidistrict litigation. Filed concurrently herewith is the Court's Final Judgment. Attached hereto as Appendix A is a list of the Subject Vehicles (identified by make, model, and year) to which these Orders and the Court's Final Judgment apply. Also attached hereto as Appendix B is a list of persons, entities, and organizations who have excluded themselves from (or "opted out" of) the Class.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_ 2023.

---

FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

**EXHIBIT 6**

AUTHORIZED BY THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

# **If You Have Purchased Certain Vehicles that Have Takata Inflators and/or Takata Inflator-Related Component Parts while Engaged in the Business of Automotive Salvage and/or Recycling, You Could Get Benefits from a Class Action Settlement.**

*Para ver este aviso en español, visit [www.\[website\].com](http://www.[website].com)*

- There is a proposed settlement in a class action lawsuit against Takata Corporation, its affiliates, and those automotive companies to whom Takata supplied certain airbag products. The settlement resolves certain claims against Toyota entities, including, but not limited to, Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc., and Toyota Motor Engineering & Manufacturing North America, Inc. (collectively, “Toyota”) that were based on the inclusion of those Takata airbag products in certain Toyota, Lexus, Scion, and Pontiac Vibe vehicles (“Toyota vehicles”). The Class Members included in the settlement have legal rights, options and deadlines by which they must exercise them.
- You are included if you purchased certain Toyota vehicles (which are listed in Question 3 below) and currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.
- The proposed settlement provides for an Enhanced Inflator Recovery Program.

Please read this Notice carefully. Your legal rights are affected, whether you act or not. You are encouraged to periodically check the website, [www.\[website\].com](http://www.[website].com), because it will be updated with additional information.

## **A. BASIC INFORMATION**

### **1. What is this Notice about?**

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit and your options and associated deadlines before the Court decides whether to give final approval to the settlement. The name of the lawsuit is *In Re: Takata Airbag Product Liability Litigation*, No. 15-MD-2599-FAM. Takata and several automotive companies, including Toyota, have been named as defendants in the litigation. This Notice explains the lawsuit, the proposed settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the settlement. Benefits will be distributed only if the Court finally approves the settlement and, subject to the terms of the Settlement, the settlement approval is upheld after any appeals. Please be patient and check the website identified in this Notice regularly. Please do not contact Toyota Dealers regarding the details of this settlement while it is pending before the Court.

*Your legal rights may be affected even if you do not act.*



*Please read this Notice carefully.*

## YOUR RIGHTS AND CHOICES

<i>YOU MAY:</i>		<i>DATE/CLAIM PERIOD</i>
<b>SUBMIT A CLAIM(S)</b>	This is the only way that you can receive cash payments for which you may be eligible from the Enhanced Inflater Recovery Program.	<p><i>Class members will have two years from the date of implementation of the Enhanced Inflater Recovery Program to submit a Claim online or via a smartphone app.</i></p> <p><i>The date of implementation and Final Claim Deadline, when known, will be posted on the Settlement website.</i></p>
<b>OBJECT</b>	If you do not like the proposed Settlement, you can write to the Court and explain why; the Court will consider your objection before deciding whether to approve the Settlement.	<i>[insert date 30 days before Fairness Hearing]</i>
<b>EXCLUDE YOURSELF</b>	Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue Toyota about the issues in your own lawsuit.	<i>[insert date 30 days before Fairness Hearing]</i>
<b>APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING</b>	You are not required to enter an appearance in the lawsuit to participate in the proposed settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the Fairness Hearing about the proposed settlement, if you have previously filed an objection and submitted a timely notice of intention to appear at the Fairness Hearing.	<p><i>Appearance deadline is [insert date 30 days before Fairness Hearing]</i></p> <p><i>The Court will hold the Fairness Hearing at [insert] (ET) on [insert]</i></p>
<b>DO NOTHING</b>	You may not receive settlement benefits that you may otherwise be eligible for and you give up the right to sue Toyota about the issues in the lawsuit.	

## 2. What is the lawsuit about?

The lawsuit alleges that certain automotive companies, including Toyota, manufactured, distributed, or sold certain vehicles containing allegedly defective Takata airbag inflators manufactured by Defendants Takata Corporation and TK Holdings, Inc. The inflators allegedly could, upon deployment, rupture and expel debris or shrapnel into the occupant compartment and/or otherwise affect the airbag's deployment. Plaintiffs allege they overpaid for certain Subject Vehicles as a result of the defect.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

The lawsuit claims violations of various state consumer protection statutes, among other claims. You can read the Second Amended Consolidated Class Action Complaint filed by certain recyclers by visiting [www.\[website\].com](http://www.[website].com). Toyota denies that it has violated any law, denies liability, and denies that it engaged in any wrongdoing with respect to the manufacture, distribution, or sale of the Subject Vehicles.

On January 13, 2017, the Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it “knowingly devised and participated in a scheme to obtain money and enrich Takata by, among other things, inducing the victim OEMs to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were.” On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud, as part of a settlement with the U.S. Department of Justice. *See U.S. v. Takata Corp.*, No. 2:16-cr-20810-GCS-EAS, Dkt. No. 23 (E.D. Mich. Feb. 27, 2017).

The recycler Plaintiffs filed their First Amended Consolidated Class Action Complaint against Defendants on May 18, 2018. In response, the Automotive Defendants filed Motions to Dismiss. The Court granted in part and denied in part the Motions to Dismiss on March 9, 2021. The Court dismissed the following claims against Toyota: RICO claim for the nationwide class; Lanham Act for all Plaintiffs; Fraudulent Concealment and Fraudulent Misrepresentation claims for Tennessee and North Carolina; Violation of the Georgia Uniform Deceptive Trade Practices Act; and Violation of the Tennessee Consumer Protection Act. The claims remaining against Toyota were: Violation of Florida’s Deceptive and Unfair Trade Practices Act; Violation of the North Carolina Unfair and Deceptive Trade Practices Act; Violation of the Tennessee Consumer Protection Act; and Fraudulent Concealment and Fraudulent Misrepresentation claims under Georgia, Florida, Missouri, Texas, and Virginia law.

On April 24, 2021, the Plaintiffs filed a Second Amended Class Action Complaint. This Complaint was corrected by Plaintiffs on May 7, 2021, and this is the operative pleading for Plaintiffs’ claims at this time. Toyota answered the Second Amended Class Action Complaint on May 21, 2021.

A detailed description of the legal proceedings, including motions to dismiss, is set forth in the Settlement Agreement, which is on the settlement website [www.\[website\].com](http://www.[website].com).

### 3. What vehicles are included in the settlement?

The following Toyota vehicles (called the “Subject Vehicles”) distributed for sale or lease in the United States, the District of Columbia, Puerto Rico or any other United States territories or possessions are included:

<b><u>Model Years</u></b>	<b><u>Make and Model</u></b>	<b><u>Inflator Type</u></b>
2002-2004	Toyota Sequoia	SPI
2002-2005	Lexus SC430	PSPI
2003-2004	Toyota Tundra	SPI
2003-2007	GM-Pontiac Vibe	PSPI-L
2003-2007	Toyota Corolla (JPN)	PSPI-L
2003-2008	Toyota Corolla (NAP)	PSPI-L
2003-2008	Toyota Matrix	PSPI-L
2004-2005	Toyota RAV4	PSDI-5

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

<b><u>Model Years</u></b>	<b><u>Make and Model</u></b>	<b><u>Inflator Type</u></b>
2005-2006	Toyota Tundra	PSPI-L
2005-2007	Toyota Sequoia	PSPI-L
2006-2010	Lexus SC430	PSPI-L
2006-2011	Toyota Yaris (HB)	PSPI-6
2006-2013	Lexus IS	PSPI-6
2007-2012	Lexus ES350	PSPI-6
2007-2012	Toyota Yaris (SDN)	PSPI-6
2008-2014	Lexus IS-F	PSPI-6
2008-2015	Scion XB	PSPI-6
2009-2013	Toyota Corolla (JPN)	PSPI-6
2009-2013	Toyota Corolla (NAP)	PSPI-6
2009-2013	Toyota Matrix	PSPI-6
2010-2015	Lexus IS250C/350C	PSPI-6
2010-2016	Toyota 4Runner	PSPI-6
2010-2017	Lexus GX460	PSPI-6
2011-2014	Toyota Sienna	PSPI-6
2012	Lexus LF-A	PSPI-6
2014-2015	Lexus IS250/350	PDP
2014-2017	Toyota Corolla (NAP)	PDP
2015-2017	Lexus RC350/300/200T	PDP
2015-2017	Lexus RC-F	PDP
2016	Scion iM	PDP
2016-2017	Lexus IS350/300/200T	PDP
2017	Lexus GX460	PSPI-L-D
2017	Toyota 4Runner	PSPI-L-D
2017	Toyota iM	PDP

#### 4. Why is this a class action?

In a class action, “class representatives” sue on behalf of other people or entities who have similar claims. All of these people together are the “Class” or “Class Members” if the Court approves this procedure. Once approved, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

#### 5. Why is there a settlement?

Both sides in the lawsuit agreed to a settlement in order to avoid the cost and risk of further litigation, with the goal of enhanced customer satisfaction. As a result of the settlement, the Class Members can get the benefits of the settlement; in exchange, Toyota receives a release from liability. The settlement does not mean that Toyota broke any laws or did anything wrong. The Court did not decide which side was right. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives/Named Plaintiffs and the lawyers representing them (called “Settlement Class Counsel”) believe that the settlement is in the best interests of all Class Members.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

The essential terms of the settlement are summarized in this Notice. The Settlement Agreement along with all exhibits sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

## **B. WHO IS IN THE SETTLEMENT?**

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Class Member.

### **6. How do I know if I am part of the settlement?**

You are part of the settlement if you are a person or entity that purchased a Subject Vehicle containing a Takata inflator, and you currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts in the United States and the territories and possessions of the United States prior to **[insert date of Preliminary Approval Order]**.

This is called the “Class.” Excluded from this Class are: (a) Toyota, their officers, directors, and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and Toyota’s Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons who or entities which timely and properly exclude themselves from (opt out of) the Class.

**The settlement does not relate to claims for personal injury or property damage to any property other than the Subject Vehicles.**

### **7. I’m still not sure if I’m included in the settlement.**

If you are not sure whether you are included in the Class, you may call **1-[phone number]**. Please do not contact Toyota Dealers regarding the settlement while it is pending before the Court as the Court has ordered that all questions be directed to the Settlement Notice Administrator.

## **C. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT**

### **8. What does the settlement provide? What is the Enhanced Inflator Recovery Program?**

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on the settlement website. The Court still has to decide whether to finally approve the settlement.

**The proposed settlement benefits consist of an Enhanced Inflator Recovery Program. Class Members will submit claims to the Settlement Claims Administrator, Rebuilders Automotive Supply, Inc. (“RAS”), which will purchase intact, missing, and deployed Inflators in recalled (as of the date of the Settlement Agreement) Subject Vehicles of Class Members. The Inflators that are purchased through the Program will be recovered and destroyed where possible. If you have previously been compensated by Toyota for an Inflator, you cannot be compensated under this Program for the same Inflator.**

**QUESTIONS? CALL TOLL FREE **1-[PHONE NUMBER]** OR VISIT **WWW.[WEBSITE].COM**  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

**Deadline to Submit Claim:** To receive reimbursement for a Claim, eligible Class Members must submit the Claim during the Claim Period. Class Members will have two years from the date of implementation of the Enhanced Inflator Recovery Program to submit a Claim.

**Obtaining, Completing and Submitting a Claim:** You can complete and submit a Claim either online at [www.coresupply.com](http://www.coresupply.com) or via smartphone app, RAS CorePro Mobile. You can also obtain a Claim Form from the settlement website, which includes the instructions to submit a Claim for intact Inflators or missing or deployed Inflators either online or via the smartphone app.

We do not know whether or when the Court will finally approve the settlement or whether there will be any appeals that would have to be resolved in favor of the settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check [www.\[website\].com](http://www.[website].com) regularly for updates regarding the settlement.

*Please note that you have to take action within certain deadlines to receive certain benefits, such as completing and submitting a Claim. If you do nothing, you may not receive benefits from the settlement, and, as a Class Member, you will not be able to sue the Released Parties about the issues in the lawsuit.*

**Enhanced Inflator Recovery Program:** Pursuant to the Enhanced Inflator Recovery Program and at Toyota's direction, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy airbag assemblies containing Inflators (for recovery of undeployed Inflators, the airbag modules containing Inflators) in or from Class Members' Subject Vehicles that have been recalled as of the date of the Settlement Agreement. This Enhanced Inflator Recovery Program does not apply to Inflators (or airbag modules containing an Inflator) that were previously recovered and purchased by Toyota under a separate program administered by the Settlement Claims Administrator. This Enhanced Inflator Recovery Program excludes Inflators that have not been recalled as of the date of the Settlement Agreement.

If the Inflators in Class Members' Subject Vehicles that have been recalled as of the date of the Settlement Agreement have deployed or are missing, the Settlement Claims Administrator shall, to the extent reasonably practicable, locate and identify such Inflators and request the Class Member submit specified geotagged pictures and documentation, as per RAS's requirements, for verification of such deployed or missing Inflators for which the Class Members were not previously compensated by Toyota under a separate program administered by RAS.

To the extent reasonably practicable, a website for the Enhanced Inflator Recovery Program shall be created ("Settlement Website") and overseen by the Settlement Claims Administrator which will (i) make available to Class Members information applicable to Subject Vehicles; (ii) allow Class Members to upload batches of VINs for batch processing and comparison to a list of VINs maintained by the Settlement Claims Administrator to determine which, if any, Inflators are subject to purchase under the Enhanced Inflator Recovery Program; (iii) direct Class Members to submit claims under the Enhanced Inflator Recovery Program for the purchase of Inflators in Subject Vehicles that have been recalled as of the date of the Settlement Agreement or payment for deployed or missing Inflators in Subject Vehicles that have been recalled as of the date of the Settlement Agreement; and (iv) allow Class Members to submit claims under the Enhanced Inflator Recovery Program at/after the Effective Date.

For implementation of the Enhanced Inflator Recovery Program for recovered airbag assemblies containing Inflators (for recovery of undeployed Inflators, the airbag modules containing Inflators) that have been recalled as of the date of the Settlement Agreement, Toyota, through the Settlement Claims Administrator, shall pay eligible Class Members a total of \$69.00 for a passenger side airbag module containing an Inflator and \$63.25 for a driver side airbag module containing an Inflator, both of which are 15% more per recovered airbag module containing an Inflator than Toyota currently, as of the Effective Date of the Settlement Agreement was executed

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

(unless implemented earlier) pays under Toyota's existing, separate program to recover Takata inflators that is administered by RAS.

For implementation of the Enhanced Inflator Recovery Program for deployed or missing Inflators that have been recalled as of the date of the Settlement Agreement, Toyota, through the Settlement Claims Administrator, shall pay eligible Class Members a total of \$17.25 per Inflator, which is 15% more per deployed or missing Inflator than Toyota currently (as of the date the Settlement Agreement was executed, unless implemented earlier) pays for deployed or missing Inflators under Toyota's existing, separate program to recover Takata inflators that is administered by the Settlement Claims Administrator.

The Settlement Claims Administrator shall coordinate with, notify, and provide monthly updates to Toyota regarding the results of the implementation of the Enhanced Inflator Recovery Program.

Toyota shall enter into a written, legally enforceable agreement with RAS (the "RAS Inflator Recovery Program Agreement") that memorializes the terms of the Enhanced Inflator Recovery Program as described above. Under the terms of the Settlement Agreement, Toyota shall have a continuing obligation until the termination of the Enhanced Inflator Recovery Program to periodically monitor RAS's compliance with the terms of the RAS Inflator Recovery Program Agreement. If Toyota determines that RAS has breached the agreement, Toyota shall take necessary and reasonable steps to enforce the terms of the RAS Inflator Recovery Program Agreement. Toyota will provide Settlement Class Counsel with a copy of the agreement within one week of its execution and Settlement Class Counsel shall keep this agreement confidential.

The Enhanced Inflator Recovery Program shall run for a total of two years, measured from the date of implementation. Toyota, at its sole discretion, may implement the Enhanced Inflator Recovery Program prior to the occurrence of the Effective Date.

To the extent practicable, the duties of the Settlement Claims Administrator are to receive, review, and process the claims submitted to the Enhanced Inflator Recovery Program by Class Members ("Claims") to determine whether Claims satisfy the criteria for payment specified in the Settlement Agreement. For validated Claims, the Settlement Claims Administrator shall request funding from Toyota for payment to eligible Class Members for the validated Claims for the Subject Vehicles. For deficient Claims, the Settlement Claims Administrator shall provide a notice of deficiency to the Class Members describing the deficiency and providing the Class Member with 45 days measured from the date of the notice of deficiency, to cure the defect. If the Claims are not cured within the time period, the Claims shall be denied. The Settlement Claims Administrator shall have the authority to determine whether the Claims are complete, timely, and valid/deficient/invalid, and its decision shall be final and not appealable. The Settlement Claims Administrator shall provide periodic reports to counsel for Toyota and Settlement Class Counsel, but not more often than quarterly.

## 9. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, Class Members who do not exclude themselves from the Class will release Toyota and the Released Parties from liability and will not be able to sue the Released Parties about the issues in the lawsuit. The Settlement Agreement at Section VII describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, the full release section and the definition of Released Parties appears in Appendix A to this Notice. The Settlement Agreement is available at [www.\[website\].com](http://www.[website].com). You can talk to one of the lawyers listed in Question 13 below for free or you can talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**



## D. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Toyota or the Released Parties over the legal issues in the lawsuit, then you must take steps to exclude yourself from this settlement. This is also known as “opting out” of the Class.

### 10. If I exclude myself, can I get anything from this settlement?

If you exclude yourself, you cannot receive settlement benefits. If you ask to be excluded, you cannot object to the settlement. But, if you timely and properly request exclusion, the settlement will not prevent you from suing, continuing to sue, or remaining or becoming part of a different lawsuit against Toyota or the Released Parties in the future about the issues in the lawsuit. If you exclude yourself, you will not be bound by anything that happens in this lawsuit and you may not object to the settlement.

### 11. If I do not exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue the Released Parties for the claims resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against the Released Parties about the issues in the lawsuit, as set forth in the full release attached in Appendix A to this Notice.

### 12. How do I get out of the settlement?

To exclude yourself from the settlement, you **must** mail a written request for exclusion to the Settlement Notice Administrator saying that you want to be excluded from the settlement in *In Re: Takata Airbag Products Liability Litigation (Economic Loss Track Cases)*, and mention the case number (1:15-md-2599-FAM).

The letter **must** be signed by you or the entity seeking to be excluded from the Class and include the following information: (i) your full name, telephone number, and address; (ii) a statement affirming you are a member of the Class and providing the Vehicle Identification Number(s) (VIN) of each of the Subject Vehicles you wish to be excluded from the Settlement; and (iii) a statement that you wish to be excluded from the Toyota Settlement in the *In re Takata Airbag Products Liability Litigation, 15-md-02599-FAM*. You can't ask to be excluded over the phone or at the settlement website. To be valid and timely, opt-out requests must be postmarked on or before **[insert date 30 days before Fairness Hearing]**, the last day of the Exclusion (“Opt-Out”) Period (the “Exclusion (Opt-Out) Deadline”). You **must** mail your request for exclusion postmarked no later than **[insert date 30 days before Fairness Hearing]** to:

**Settlement Notice Administrator**  
**ADDRESS**

The deadlines found in this Notice may be changed by the Court. Please check **www.[website].com** regularly for updates regarding the settlement.

## E. THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called “Settlement Class Counsel”: Peter Prieto of Podhurst Orseck, P.A., is Chair Lead Counsel, and David Boies of Boies Schiller & Flexner, L.L.P. and Todd A. Smith of Power, Rogers & Smith, L.L.P. are Co-Lead Counsel.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

Roland Tellis of Baron & Budd P.C., James Cecchi of Carella Byrne Cecchi Olstein P.C., and Elizabeth Cabraser of Loeff, Cabraser, Heimann & Bernstein, LLP are the Plaintiffs’ Steering Committee members. Their contact information is as follows:

Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3 <sup>rd</sup> Avenue, Suite 2300 Miami, Florida 33131 Tel: (305) 358-2800 Email: pprieto@podhurst.com URL: www.podhurst.com Chair Lead Counsel	David Boies BOIES, SCHILLER & FLEXNER, L.L.P. 575 Lexington Avenue New York, NY 10022 Tel: (305) 539-8400 Email: dboies@bsfllp.com URL: www.bsflp.com Co-Lead Counsel for the Economic Loss Track
Todd A. Smith POWER, ROGERS AND SMITH, L.L.P. 70 West Madison St., Suite 5500 Chicago, IL 60602 Tel: (312)313-0202 Email: tas@prslaw.com URL: www.prslaw.com Co-Lead Counsel for the Economic Loss Track	Roland Tellis BARON & BUDD 15910 Ventura Blvd. #1600 Encino, CA 91436 Tel: (818) 839-2333 Email: rtellis@baronbudd.com URL: www.baronbudd.com Plaintiffs’ Steering Committee
James E. Cecchi CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC 5 Becker Farm Road Roseland, NJ 07068 Tel: (973)994-1700 Email: jcecchi@carellabyrne.com URL: www.carellabyrne.com Plaintiffs’ Steering Committee	Elizabeth J. Cabraser LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111 Tel: (415)956-1000 Email: ecabraser@lchb.com URL: www.lchb.com Plaintiffs’ Steering Committee

**14. Will the lawyers be paid? What about awards to the named plaintiffs/ class representatives?**

Settlement Class Counsel is not seeking or accepting any attorneys’ fees relating to the resolution of the Actions.

Settlement Class Counsel may petition for an award of litigation expenses but has agreed any petition for an award of attorneys’ expenses in the Actions will not to exceed \$26,867.25 in costs and expenses as to Toyota.

This award of costs and expenses shall be the sole compensation paid by Toyota for all plaintiffs’ counsel in the Actions. Any Attorneys’ expenses award made by the Court shall be paid by Toyota within 30 days of the Effective Date.

Any order or proceedings relating to the Attorneys’ costs and expenses application, or any appeal from any order related thereto, or reversal or modification thereof, will not operate to terminate or cancel the Settlement Agreement, or affect or delay the Effective Date.

The amount(s) of any Attorneys’ expenses are intended to be considered by the Court separately from the Court’s consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys’

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
 PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
 PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**



expenses awarded by the Court to Settlement Class Counsel shall affect whether the Final Order and Final Judgment are final.

Pursuant to case law, Recycler Plaintiffs are not seeking any incentive awards relating to the resolution of the Actions.

## F. OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the settlement or some part of it.

### 15. How do I tell the Court if I do not like the settlement?

If you are a Class Member, and you do not exclude yourself from the Class, you can object to the settlement if you do not like some part of it or all of it. You can explain why you think the Court should not approve it. To object, you must deliver to Settlement Class Counsel, Toyota's Counsel (see addresses below), and the Court, on or before **[insert date 30 days before Fairness Hearing]** a written statement of your objections.

The written objection of any Class Member must include:

- a) a heading which refers to the Takata MDL;
- b) the objector's full name, telephone number, and address (the objector's actual residential address must be included);
- c) an explanation of the basis upon which the objector claims to be a Class Member, including the Vehicle Identification Number ("VIN") of at least one of the objector's Subject Vehicle(s);
- d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f) if represented by counsel, the full name, telephone number, and address of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- h) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity;
- i) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;
- j) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- k) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and
- l) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

Any documents supporting the objection must also be attached to the objection.

The objection must be received by Settlement Class Counsel and Toyota's Counsel no later than **[insert date 30 days before Fairness Hearing]**. To have your objection considered by the Court, you also must send the

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

objection to the Clerk of Court (identified below) so that it is received and filed no later than **[insert date 30 days before Fairness Hearing]**.

Objections must be mailed to:

<u>Clerk of the Court</u> Wilkie D. Ferguson, Jr. U.S. Courthouse 400 North Miami Avenue Miami, FL 33128	<u>Settlement Class Counsel</u> Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3 <sup>rd</sup> Ave, Suite 2300 Miami, FL 33131	<u>Toyota's Counsel</u> John P. Hooper KING & SPALDING 1185 Avenue of the Americas 34th Floor New York, NY 10036
--	--	---

## 16. What is the difference between objecting and excluding?

Excluding yourself (or “opting out”) is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you. Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Class.

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court’s orders will apply to you, you will be eligible for the settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue the Released Parties over the issues in the lawsuit, as set forth in the full release attached in Appendix A to this Notice.

## G. THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval to the settlement, sometimes called the “Fairness Hearing.” If you have filed an objection on time and attend the hearing, you may ask to speak (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

## 17. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Final Approval, or “Fairness,” Hearing at **[insert time] (ET)** on **[insert date]** at the Wilkie D. Ferguson, Jr. United States District Courthouse, Southern District of Florida, 400 North Miami Avenue, Miami, FL 33128. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*See* Question 19 below). After the hearing, the Court will decide whether to grant final approval of the settlement. We do not know how long these decisions will take.

## 18. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it - but you can if you provide advance notice of your intention to appear (*See* Question 19 below). As long as you filed a written objection with all of the required information on time with the Court, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

## 19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear in *In Re: Takata Airbag Products Liability Litigation (Economic Track Cases)*, No. 1:15-md-2599-FAM” to Settlement Class Counsel and Toyota’s Counsel identified above (see Question 15) so that they receive it no later than **[insert date 30 days before Fairness Hearing]**. You must also send such a Notice to the Clerk of Court so that it is received and filed no later than **[insert date 30 days before Fairness Hearing]**. You must include your name, address, telephone number, the year, make and model and VIN number of your vehicle, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness Hearing at **[insert time]** (ET) on **[insert date]**. You cannot speak at the hearing if you excluded yourself from the Class.

## H. GETTING MORE INFORMATION

### 20. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other information about the settlement and the Claim Form at **www.[website].com**. You can also call the toll-free number, **1-[PHONE NUMBER]**, or write the Settlement Notice Administrator at **ADDRESS**. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

### 21. When will the settlement be final?

The settlement will not be final unless and until the Court grants final approval of the settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact Toyota or Toyota Dealers about the Settlement. Please direct all questions about the Settlement to the Settlement Administrator.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

**Appendix A**

**Section VII from the Settlement Agreement - Release and Waiver**

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.

B. In consideration for the relief provided above, the Recycler Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind and/or type regarding the subject matter of the Actions and/or the subject Inflatons, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert and/or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, and/or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common law, statutory, and/or equitable relief theories, or from any other source, and any claim or potential claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles' airbags containing desiccated or non-desiccated driver's or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged or described in the Actions or any amendments of the Actions.

C. Notwithstanding the definition of Excluded Parties, the foregoing release set forth in Section VII.B above shall extend to the Released Parties with respect to the Pontiac Vibe and to General Motors for any claims related to the Released Parties for Pontiac Vibe. Any claims against General Motors and all related corporate entities with respect to any other vehicles are not released and are expressly retained by the Class.

D. If a Class Member who does not timely and properly opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

E. Notwithstanding the Release set forth in this Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.

F. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of this Agreement.

G. The Final Order and Final Judgment will reflect these terms.

H. The Recycler Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, instigate, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, claim and/or proceeding, whether legal, administrative or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.

I. In connection with this Agreement, the Recycler Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Settlement Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, acquit and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, and the Subject Vehicles, except as otherwise stated in this Agreement.

J. The Recycler Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Recycler Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

K. The Recycler Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. The Recycler Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that the Recycler Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting Claims to the Enhanced Inflation Recovery Program shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

L. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements of any kind and nature incurred by any attorneys, Settlement Class Counsel, or the Recycler Plaintiffs.

M. Settlement Class Counsel and any other attorneys who worked with or on behalf of Settlement Class Counsel on any of the Actions acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

N. Pending final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties agree that any and all outstanding obligations and deadlines relating to pleadings, discovery, and any other pretrial requirements are hereby stayed and suspended as to Toyota. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Toyota.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

O. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

P. The Recycler Plaintiffs and Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

**EXHIBIT 7**

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
MASTER CASE NO. 1:15-md-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

The Parties to the above-captioned economic loss actions brought by certain Recycler Plaintiffs currently pending against Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc. (collectively, “Toyota”) as part of this multidistrict litigation have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement”). The Parties reached the Settlement through arm’s-length negotiations over several months. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Recycler Plaintiffs and the proposed Class would fully, finally, and forever resolve, discharge, and release their economic loss claims against the Released Parties in



exchange for Toyota's agreement to implement an Enhanced Inflator Recovery Program, as set forth in the Settlement.<sup>1</sup>

The Settlement has been filed with the Court, and Recycler Plaintiffs have filed an Unopposed Motion for Preliminary Approval of Class Settlement with Toyota Defendants, and for Preliminary Certification of the Class (the "Motion"), for settlement purposes only. Upon considering the Motion and exhibits thereto, the Settlement, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and Parties to these proceedings; (2) the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure<sup>2</sup> and should be preliminarily certified for settlement purposes only; (3) the persons and entities identified below should be appointed class representatives, and Settlement Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel and is not the result of collusion; (5) the Settlement is fair, reasonable, and adequate and should be preliminarily approved; (6) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Class; (7) the proposed Notice Program, proposed forms of notice, and proposed Claim Form satisfy Rule 23 and Constitutional Due Process requirements, and are reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, preliminary class certification for settlement purposes only, the terms of the Settlement, request for Settlement Class Counsel's costs, request for service awards for Recycler Plaintiffs, their rights to opt-out of the Class and object to the Settlement, and the process for submitting a Claim to request a payment under the

---

<sup>1</sup> Capitalized terms shall have the definitions and meanings accorded to them in the Settlement.

<sup>2</sup> All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

enhanced Inflation Recovery Program; (8) good cause exists to schedule and conduct a Fairness Hearing, pursuant to Rule 23(e), to assist the Court in determining whether to grant final approval of the Settlement, certify the Class, for settlement purposes only, and issue a Final Order and Final Judgment, and whether to grant Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.
2. Venue is proper in this District.

**Preliminary Class Certification for Settlement Purposes Only and Appointment of Class Representatives and Settlement Class Counsel**

3. It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136, 2021 WL 1617911 at \*2 (S.D. Fla. Jan. 19, 2021). In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006); *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. Under Rule 23(e)(1)(B), this Court must direct notice in a reasonable manner to all class members who would be bound by the proposed Settlement if giving notice is justified by the parties' showing that the Court will likely be able to approve the proposed Settlement under Rule

23(e)(2) and certify the class for purposes of judgment on the proposed Settlement. Under Rule 23(e)(2), a proposed Settlement may be approved only if the Court finds that it is fair, reasonable, and adequate after considering whether:

- (a) the class representatives and class counsel have adequately represented the class;
- (b) the proposal was negotiated at arm's length;
- (c) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (d) the proposal treats class members equitably relative to each other.

5. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied and that preliminary certification of the proposed Class is appropriate under Rule 23.

The Court, therefore, preliminarily certifies the following Class:

All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Toyota, their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Toyota's Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

"Automotive Salvage and/or Recyclers" means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of

automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflater-related component parts.

6. The “Subject Vehicles” are listed in Exhibit 9 to the Settlement, which is expressly incorporated in this Order.

7. Specifically, the Court finds, for settlement purposes, that the Class satisfies the following factors of Rule 23:

(a) Numerosity: In the Action, more than 16,300 individuals and entities, spread out across the country, are members of the proposed Class. Their joinder is impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met. *See Kilgo v. Bowman Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members “from a wide geographical area”).

(b) Commonality: The threshold for commonality under Rule 23(a)(2) is not high. “[C]ommonality requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (internal quotation marks omitted); *see also Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 313 (S.D. Fla. 2001) (same). Here, the commonality requirement is satisfied for settlement purposes because there are multiple questions of law and fact that center on Toyota’s sale of Subject Vehicles equipped with allegedly defective driver’s or front passenger Takata airbag modules, as alleged or described in the Second Amended Consolidated Class Action Complaint, the Action or any amendments of the Actions, which are common to the Class.

(c) Typicality: The Recycler Plaintiffs’ claims are typical of the Class for purposes of this Settlement because they concern the same alleged Toyota conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir.

1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are based on the same legal theory”); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they “possess the same interest and suffer the same injury as the class members”).

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the Class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant*, 202 F.R.D. at 314. Rule 23(a)(4) is satisfied here because there are no conflicts of interest between the Recycler Plaintiffs and the Class, and Recycler Plaintiffs have retained competent counsel to represent them and the Class. Settlement Class Counsel here regularly engage in consumer class litigation and other complex litigation similar to the present Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Recycler Plaintiffs and Settlement Class Counsel have vigorously and competently represented the Class Members’ interests in the Action. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement purposes, as well, because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for thousands of Class Members in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and law ... ha[ve] a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*,

601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks omitted). Based on the record currently before the Court, the predominance requirement is satisfied here for settlement purposes because common questions present a significant aspect of the case and can be resolved for all Class Members in a single common judgment.

8. The Court appoints the following persons as class representatives: 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.; Quartno's Auto Salvage and Young's Auto Center and Salvage, LP.

9. The Court appoints the following persons and entities as Settlement Class Counsel:

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Lead Settlement Class Counsel

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
575 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Settlement Class Counsel

Todd A. Smith  
POWER, ROGERS AND SMITH, L.L.P.  
70 West Madison Street, Suite 5500  
Chicago, IL 60602  
Tel: (312) 313-0202  
Email: tas@prslaw.com  
Settlement Class Counsel

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Settlement Class Counsel

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Settlement Class Counsel

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Settlement Class Counsel

**Preliminary Approval of the Settlement**

10. “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Hanley v. Tampa Bay Sports and Entertainment*, No. 8:19-CV-00550, 2020 WL 35702, at \*3 (M.D. Fla. Jan. 7, 2020); *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646-CIV, 2010 WL 2401149, at \*2 (S.D. Fla. Jun. 15, 2010). Settlement negotiations that involve arm’s-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See, e.g., Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136-RAR, 2021 WL 1617911, at \*4 (S.D. Fla. Jan. 19, 2021); Federal Rule of Civil Procedure 23(e).

11. The Court preliminarily approves the Settlement, and the exhibits appended to the Motion, as fair, reasonable and adequate under Rule 23. The Court finds that the Settlement was

reached in the absence of collusion, and is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court also finds that the Class Representative and Class Counsel have represented and will continue to adequately represent the Settlement Class. The Court further finds that the Settlement, including the exhibits appended to the Motion, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Class, as set forth below and in the Settlement, and schedule a Fairness Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter Final Judgment. The Court further finds that giving notice of the proposed Settlement to the Settlement Class is justified by the Parties' showing that the Court will likely be able to: (i) approve the proposal under Fed. R. Civ. P. 23(e)(2); and (ii) certify the Settlement Class for purposes of judgment on the proposal.

**Approval of Notice and Notice Program and Direction to Effectuate  
the Notice and Outreach Programs**

12. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits 2, 6, and 8 to the Settlement Agreement. The Court further finds that the Notice Program, described in Section IV of the Settlement, is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, class certification for settlement purposes only, the terms of the Settlement, their rights to opt-out of the Class and object to the Settlement, Settlement Class Counsel's Costs Application, and the request for service awards for Recycler Plaintiffs. The notices and Notice Program constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The



Court finds that the forms of notice are written in simple terminology, are readily understandable by Class Members and comply with the Federal Judicial Center's illustrative class action notices. The Court orders that the notices be disseminated to the Class as per the Notice Plan.

13. The Court directs that Rebuilders Automotive Supply ("RAS") act as the Settlement Claims Administrator.

14. The Court directs that Kroll Notice Media act as the Settlement Notice Administrator.

15. The Settlement Claims Administrator and Settlement Notice Administrator shall implement the Notice Program, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 2, 6, and 8 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Program, as specified in section IV of the Settlement and approved by this Order.

**Fairness Hearing, Opt-Outs, and Objections**

16. The Court directs that a Fairness Hearing shall be scheduled for [REDACTED] at [REDACTED] [a.m. or p.m.] [subject to the Court's availability, the parties recommend a date during the week of [DATE]], to assist the Court in determining whether to grant Final Approval to the Settlement, certify the Class, and enter the Final Order and Final Judgment, and whether the Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs should be granted.

17. Potential Class Members who timely and validly exclude themselves from the Class shall not be bound by the Settlement Agreement, the Settlement, or the Final Order and Final Judgment. If a potential Class Member files a request for exclusion, he/she/it may not assert an objection to the Settlement Agreement. The Settlement Notice Administrator shall provide copies

of any requests for exclusion to Settlement Class Counsel and Toyota's Counsel as provided in the Settlement Agreement.

18. The Court directs that any person or entity within the Class definition who wishes to be excluded from the Class may exercise his, her, or its right to opt out of the Class by following the opt-out procedures set forth in the Long Form Notice at any time during the opt-out period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period (the "Opt-Out Deadline"), which is 30 days before the Fairness Hearing, [DATE], must be mailed to [ADDRESS OF NOTICE ADMINISTRATOR], and must include:

- (i) the full name, telephone number and address of the person or entity seeking to be excluded from the Class;
- (ii) a statement affirming that such person or entity is a member of the Class and providing the Vehicle Identification Number (VIN) of each of the person's or entity's Subject Vehicle(s) the Class Member wishes to be excluded from the Settlement;
- (iii) a statement that such person or entity wishes to be excluded from the Toyota Settlement in *In re Takata Airbag Products Liability Litigation*, 15-md-02599-FAM, and
- (iv) the signature of the person or entity seeking to be excluded from the Class.

19. The Opt-Out Deadline shall be specified in the Direct Mailed Notice, Publication Notice, and Long Form Notice. All persons and entities within the Class definition who do not timely and validly opt out of the Class shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases set forth in Section VII of the Settlement.

20. The Court further directs that any person or entity in the Class who does not opt out of the Class may object to the Settlement, Settlement Class Counsel's Costs Application and/or the request for service awards for Recycler Plaintiffs. Any such objections must be mailed to the Clerk of the Court, Lead Settlement Class Counsel, and counsel for Toyota, at the following addresses:

- (a) Clerk of the Court  
Wilkie D. Ferguson, Jr. U.S. Courthouse  
400 North Miami Avenue  
Miami, FL 33128
- (b) Lead Settlement Class Counsel  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3rd Avenue, Suite 2700  
Miami, Florida 33131
- (c) Counsel for Toyota  
John P. Hooper  
King & Spalding LLP  
1185 Avenue of the Americas  
34th Floor  
New York, NY 10036

21. For an objection to be considered by the Court, the objection must be postmarked or sent via overnight delivery no later than the Opt-Out Deadline of 30 days before the Fairness Hearing, [DATE], must be addressed to the addresses listed in the preceding paragraph and in the Long Form Notice, and must include the following:

- (i) a heading which refers to the *Takata* MDL;
- (ii) the objector's full name, actual residential address, and telephone number;
- (iii) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN of at least one of the objector's Subject Vehicle(s);

- (iv) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- (v) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (vi) if represented by counsel, the full name, telephone number, and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or costs application;
- (vii) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- (viii) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity;
- (ix) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;

- (x) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- (xi) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and
- (xii) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

22. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

**Further Papers in Support of Settlement and Costs Application**

23. Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their request for attorneys' costs and expenses ("Costs Application") and request for service awards for Recycler Plaintiffs, no later than 45 days before the Fairness Hearing, [DATE]. If Toyota chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, [DATE].

24. Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement and the Costs Application no later than 14 days before Fairness Hearing, [DATE]. If Toyota chooses to file a response to timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 14 days before Fairness Hearing, [DATE].

**Effect of Failure to Approve the Settlement or Termination**

25. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (i) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;
- (ii) All of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Recycler Plaintiffs' right to seek class certification and Toyota's right to oppose class certification;
- (iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Toyota or Recycler Plaintiffs on any point of fact or law;
- (iv) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders and public statements, may be used as evidence;
- (v) Neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence;
- (vi) The preliminary certification of the Class pursuant to this Order shall be vacated automatically and the Actions shall proceed as though the Class had never been certified; and
- (vii) The terms in Section X.D of the Settlement Agreement shall apply and survive.

**Stay/Bar of Other Proceedings**

26. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even

those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt out request to be determined by the Court only at the Fairness Hearing), shall commence, continue or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Additionally, pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, all other Actions in the Takata MDL as to Toyota shall be stayed. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.

#### **General Provisions**

27. The Court reserves the right to approve the Settlement with or without modification, provided that any modification does not limit the rights of the Class under the Settlement, and with or without further notice to the Class and may continue or adjourn the Fairness Hearing without further notice to the Class, except that any such continuation or adjournment shall be announced on the Settlement website.

28. Settlement Class Counsel and Toyota's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further

approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice or to any other exhibits that the Parties jointly agree are reasonable or necessary.

29. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Agreement.

30. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

31. Based on the foregoing, the Court sets the following schedule for the Fairness Hearing and the actions which must precede it:

- (i) Notice shall be provided in accordance with the Notice Program and this Order—that is, beginning [DATE], 7 days after the entry of the Preliminary Approval Order;
- (ii) Toyota's Counsel shall provide to the Settlement Notice Administrator a list of all counsel for anyone who has then-pending similar economic-loss litigation against Toyota relating to Takata airbag inflator claims involving the Class's Subject Vehicles and/or otherwise covered by the Release, other than those counsel in the Actions, by [DATE], within 20 days of the entry of the Preliminary Approval Order;
- (iii) Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their Costs Application and request for service awards for Recycler Plaintiffs, no later than 45 days before the Fairness Hearing, which is [DATE];



- (iv) If Toyota chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, which is [DATE];
- (v) Notice to be substantially completed by [date], at least two weeks before Class Members must file any objections and/or requests for exclusion from the Settlement;
- (vi) Class Members must file any objections to the Settlement, the Motion for Final Approval of the Settlement, Settlement Class Counsel's Costs Application and/or the request for service awards no later than 30 days before the Fairness Hearing, which is [DATE];
- (vii) Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to one of Settlement Class Counsel identified in the Class Notice and to Toyota's Counsel, and file the notice with the Court no later than 30 days before the Fairness Hearing, which is [DATE];
- (viii) Class Members must file requests for exclusion from the Settlement no later than 30 days before the Fairness Hearing, which is [DATE];
- (ix) The Settlement Notice Administrator must file with the Court, no later than 21 days before the Fairness Hearing, which is [DATE], (a) a list of those persons or entities who or which have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, method and results of the notice program;

- (x) Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Settlement and Costs Application no later than 14 days before the Fairness Hearing, which is [DATE];
- (xi) If Toyota chooses to file a response to timely filed objections to the Settlement, it shall do so no later than 14 days before the Fairness Hearing, which is [DATE]; and
- (xii) The Fairness Hearing will be held on [REDACTED] at [REDACTED] a.m./p.m. [subject to the Court's availability, the Parties recommend a date during the week of [DATE] – no sooner than 135 days after entry of the Preliminary Approval Order], at the United States Courthouse, Wilkie D. Ferguson, Jr. Building, Courtroom 13-3, 400 North Miami Avenue, Miami, Florida 33128.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

## **EXHIBIT 8**

## Publication Notice

*Important Legal Notice from the United States District Court for the Southern District of Florida*

# If you are an Automotive Salvage and/or Recycler, you could get benefits from a class action settlement.

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

Settlements have been reached in a class action lawsuit alleging that Automotive Salvage and/or Recyclers sustained economic losses because they purchased certain vehicles containing allegedly defective airbags manufactured by Takata Corporation and its affiliates. The Settlements include certain **Toyota[, include other OEMs]** vehicles that contain or contained certain Takata PSAN Inflators (“Inflators”) in their driver or passenger front airbag that (i) have been recalled, or (ii) may be recalled or contain a desiccant and that may be subject to future recall as defined in the Settlement Agreement (the “Subject Vehicles”). The defendants deny any and all allegations of wrongdoing and the Court has not decided who is right.

**Am I included in the proposed Settlements?** The Settlements include the following persons and entities:

- Automotive Salvage and/or Recyclers in the United States, its territories and possessions, and the District of Columbia in existence at the time of the issuance of the Preliminary Approval Order that purchased a Subject Vehicle containing a Takata Inflator and that currently engage, or at the time of purchase were engaged, in automotive salvage and/or recycling.

A full list of Subject Vehicles and what constitutes an “Automotive Salvage and/or Recycler” are at [www.\[WEBSITE\].com](http://www.[WEBSITE].com). The Settlements do not involve claims for personal injury or damage to any property other than the Subject Vehicles.

**What do the Settlements provide?** Pursuant to the Enhanced Inflator Recovery Program, which shall run for two years, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy Inflators in or from Class Members’ Subject Vehicles that have been recalled as of [DATE]. Those Defendants that had existing programs regarding recovered and/or deployed or missing inflators will pay eligible Class Members 15% more per recovered and/or deployed or missing Inflator than they currently pay under their existing program(s). Those Defendants that did not have existing programs regarding recovered and/or deployed or missing inflators are implementing such programs. These additional payments do **not** apply to Inflators for which Toyota **[and other OEMs]** has already made a payment prior to the Enhanced Inflator Recovery Program, or to payments made after the expiration of the two-year Enhanced Inflator Recovery Program. More information on the benefits of the Settlements are available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**How can I participate in the Inflator Recovery Program?** You may submit a Claim to participate in the Enhanced Inflator Recovery Program. Instructions to submit a claim can be found in the Claim Form at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**What are my options?** You are not required to do anything in response to this notice unless you wish to exclude yourself from the settlements or file an objection. If you do not exclude yourself, then if the court approves the settlements, you may recover any benefits to which you may be

entitled under the settlements, and you will be legally bound by the settlement terms including the release of claims. The potential available benefits are more fully described in the Settlement Agreements, available at the settlement website. If you want to exclude yourself from the settlements, and not receive any benefits to which you may be eligible, then you exclude yourself by **Month DD, 2022**. You may object to the Settlements by **Month DD, 2022**. You cannot both exclude yourself from and object to, the Settlements. The deadlines and procedures for requesting exclusion from the settlement or filing an objection are also explained on the settlement website.

**Fairness Hearing.** The Court will hold a fairness hearing on **Month DD, 2022** to consider whether to finally approve the Settlements and a request for [\$214,937.78] in attorneys' costs and expenses for settlements involving Toyota[, include other OEMs and divide accordingly]. Plaintiffs' counsel are not seeking anything in attorneys' fees or for class representative awards associated with the settlement of this action. You may appear at the fairness hearing, either by yourself or through an attorney you hire, but you don't have to hire an attorney because class counsel will be there to represent your and settlement class's interests. For more information on all of these options, call or visit the website below.

**1-8XX-XXX-XXXX**

**www.XXXXXXXXXXXXXX.com**

## **EXHIBIT 9**

**EXHIBIT – SUBJECT VEHICLES**

<b><u>Model Years</u></b>	<b><u>Make and Model</u></b>
2002-2004	Toyota Sequoia
2002-2005	Lexus SC430
2003-2004	Toyota Tundra
2003-2007	GM-Pontiac Vibe
2003-2007	Toyota Corolla (JPN)
2003-2008	Toyota Corolla (NAP)
2003-2008	Toyota Matrix
2004-2005	Toyota RAV4
2005-2006	Toyota Tundra
2005-2007	Toyota Sequoia
2006-2010	Lexus SC430
2006-2011	Toyota Yaris (HB)
2006-2013	Lexus IS
2007-2012	Lexus ES350
2007-2012	Toyota Yaris (SDN)
2008-2014	Lexus IS-F
2008-2015	Scion XB
2009-2013	Toyota Corolla (JPN)
2009-2013	Toyota Corolla (NAP)
2009-2013	Toyota Matrix
2010-2015	Lexus IS250C/350C
2010-2016	Toyota 4Runner
2010-2017	Lexus GX460
2011-2014	Toyota Sienna
2012	Lexus LF-A
2014-2015	Lexus IS250/350
2014-2017	Toyota Corolla (NAP)
2015-2017	Lexus RC350/300/200T
2015-2017	Lexus RC-F
2016	Scion iM
2016-2017	Lexus IS350/300/200T
2017	Lexus GX460
2017	Toyota 4Runner
2017	Toyota iM

**EXHIBIT 10**



**UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**  
1200 New Jersey Avenue SE  
Washington D.C. 20590

\_\_\_\_\_  
In re: )  
 )  
EA15-001 )  
Air Bag Inflator Rupture )  
\_\_\_\_\_ )

**CONSENT ORDER**

This Consent Order is issued pursuant to the authority of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation, and sets forth the requirements and performance obligations in connection with the determination by TK Holdings Inc. (“Takata”) that a defect related to motor vehicle safety may arise in some of the air bag inflators that Takata manufactured for certain vehicles sold or registered in the United States (the “Takata Inflators”). This Consent Order, together with the Defect Information Reports filed by Takata with NHTSA on May 18, 2015, pursuant to the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified, 49 U.S.C. § 30101 *et seq.* and 49 C.F.R. § 573.6(c), which are hereby incorporated by reference, contains Takata’s obligations under the terms and conditions incorporated herein.

**I. NATURE OF THE ACTION.**

1. On May 18, 2015, pursuant to its legal obligations under the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified, 49 U.S.C. § 30101 *et seq.* (the “Safety Act”) and 49 C.F.R. § 573.6(c), Takata filed four Defect Information Reports (“DIRs”) with NHTSA. In the DIRs, Takata stated “that a defect related to motor vehicle safety may arise in some of the subject inflators.”

2. Specifically, Takata's DIRs state, in part, "The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results and investigation indicate that this potential for rupturing may also depend on other factors, including vehicle design factors and manufacturing variability. In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants." Copies of Takata's DIRs are attached hereto as Exhibit A and are publicly available at NHTSA's website at [www.safercar.gov](http://www.safercar.gov).

3. NHTSA issues this Consent Order pursuant to its authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), to inspect and investigate, 49 U.S.C. § 30166(b)(1), to ensure that defective vehicles and equipment are recalled, 49 U.S.C. §§ 30118-30119, to ensure the adequacy of recalls, 49 U.S.C. § 30120(c), and to require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g). It is AGREED by Takata and ORDERED by NHTSA as follows:

4. Takata shall continue to cooperate in all future regulatory actions and proceedings that are part of NHTSA's ongoing investigation and oversight of the Takata Inflators and accompanying remedial actions. This cooperation includes, but is not limited to, testing reasonably directed by NHTSA; the agency's evaluation of the adequacy of the remedy under 49 U.S.C. § 30120(c)(1); and the coordination of the recall and remedy programs, including the organization and prioritization of the remedy under 49 U.S.C. § 30120(c)(3) and 49 C.F.R. § 573.14, and if appropriate as indicated by the data received from any source in any proceeding, a phased

schedule for the implementation of the remedy. Takata's material refusal to reasonably cooperate in any way pursuant to the terms of this Consent Order may subject Takata to civil penalties pursuant to 49 U.S.C. § 30165(a)(3) and 49 C.F.R. § 578.6(a)(3).

5. NHTSA will not seek any civil penalties, as demanded in its letter dated February 20, 2015, beyond those that may be applicable before May 18, 2015.

6. NHTSA's investigation in EA15-001 shall remain open until such time as NHTSA reasonably concludes, in its sole discretion and determination, that all issues thereunder, including all science, engineering and legal issues, as well as issues related to the scope of the population of recalled inflators, geographic scope of the recalls and adequacy of the remedy have been satisfactorily resolved. Any and all subsequent actions taken by NHTSA involving the investigation into the Takata Inflators may be included as part of EA15-001.

7. Takata shall continue to cooperate with NHTSA in its ongoing investigation and oversight of the Takata Inflators. Takata shall meet its obligations under the Safety Act and all regulations thereunder to take all actions and do all things reasonably necessary to comply with this Consent Order. Takata's cooperation will include, but is not limited to, the following:

(i) Upon receipt of additional Defect Information Reports submitted by a vehicle manufacturer pursuant to 49 C.F.R. § 573.6, the subject of which is a type of Takata air bag inflator not already covered by a previously existing DIR (submitted by Takata or any vehicle manufacturer), Takata shall meet with NHTSA, in an expedited manner and not less than five business days following NHTSA's receipt of the DIR, to discuss all issues related to the subject matter of that DIR. Upon written request of NHTSA, Takata shall file the required regulatory filing(s) if any.

(ii) Upon receipt of a Notice of Deposition pursuant to 49 C.F.R. § 510.6, Takata will use its reasonable best efforts to produce its employees and corporate representatives, regardless of the location of their employment worldwide, to testify in administrative depositions



with respect to the subject matter of EA15-001 or any other related NHTSA investigation, under oath and subject to the penalty of perjury. Depositions will be conducted at the United States Department of Transportation Headquarters in Washington D.C., the Washington D.C. offices of Dechert LLP, or such other location as the parties hereto agree;

(iii) Takata shall use its reasonable best efforts to continue to respond truthfully, completely, and in a timely fashion to all ongoing and future NHTSA requests for information, whether served via formal process or otherwise, pertaining to any issue in EA15-001, or any other NHTSA inquiry or investigation, formal or otherwise, regardless of whether Takata was the subject of the investigation. To the extent specifically requested by NHTSA going forward, Takata will continue to produce documents responsive to the Special Orders and General Order previously issued in this matter;

(iv) Takata shall continue to provide to NHTSA on an ongoing and requested basis all test results and data relating to the Takata Inflators as well as any non-privileged information and documents that Takata reasonably believes to be relevant to NHTSA's investigation of the Takata Inflators; and

(v) Takata shall provide prompt notice to NHTSA in the event any requirement of this Consent Order cannot be met or timely met.

8. Nothing in this Consent Order releases Takata from any civil penalties pursuant to NHTSA's authority under the Safety Act or regulations thereunder in EA15-001 or any other investigation or inquiry, formal or informal, however, NHTSA, in its sole discretion, will take into account Takata's cooperation, including, but not limited to, its submission of the DIRs attached hereto as Exhibit A, in seeking civil penalties, if any, against Takata. Nothing in this Consent Order limits NHTSA's ability to pursue or utilize any and all of its powers under the Safety Act or regulations thereunder in any future proceeding or investigation of any type. Nothing in this Consent Order requires NHTSA to obtain Takata's consent before NHTSA takes

any future action concerning any other investigation, investigatory phase or other proceeding involving EA15-001 or any other formal or informal investigation or inquiry, concerning any potential past violation of the Safety Act by Takata. This Consent Order does not release Takata from potential civil or criminal liabilities that may be asserted by the United States, the Department of Transportation, NHTSA, or any other governmental entity. This Consent Order is not binding upon any other federal agencies, state or local law enforcement agencies, licensing authorities or any other regulatory authorities, local or federal.

9. It is contemplated that NHTSA will convene one or more meetings with Takata and the vehicle manufacturers affected by the DIRs in an attempt to organize and coordinate the safety recalls and remedy programs. It is contemplated that the meetings will include, but not be limited to, issues surrounding the organization and prioritization for remedying vehicles containing the Takata Inflators, and may also include the staging of remedies set forth in the DIRs. In addition, it is contemplated that NHTSA shall retain authority to issue orders addressing the potential geographic expansion of recalls for the PSPI and PSPI-L Takata Inflators covered by two of the DIRs attached hereto. Any order requiring the geographic expansion of such recalls shall be issued only after consultation with Takata and the affected vehicle manufacturers and shall be based on a finding by NHTSA that the then-current results of testing and analysis, from any source, of the relevant Takata Inflators as well as the consideration of the risk to safety that is presented necessitate the expansion of the recall. NHTSA will consider any relevant data, including, but not limited to test results showing performance failures that NHTSA deems to be significant and which involve the subject inflators from specific makes and models of vehicles in regions outside the States previously covered by the applicable recalls. It is contemplated that NHTSA will participate in all or some of these meetings, or parts thereof, to the extent it deems necessary, but has no obligation to do so. Takata will attend and take all reasonable steps to cooperate with

NHTSA and the affected vehicle manufacturers at any meeting convened by NHTSA pursuant to this paragraph.

10. No later than 60 days after the execution of this Consent Order, Takata shall submit a plan to NHTSA that outlines the steps Takata will take, both independently and in concert with the affected vehicle manufacturers, to achieve the objectives of the Safety Act and this Consent Order. This plan shall be comprised of the following two components:

a. After consulting with the relevant vehicle manufacturers, Takata shall propose a plan that, to the extent reasonably possible, maximizes recall completion rates for all recalls involving Takata frontal air bag inflators. This component of the plan shall specify the steps that Takata will take to assist the vehicle manufacturers in customer outreach, whether by engaging with vehicle owners through new and traditional media, direct contacts with vehicle owners, and other innovative means of bringing consumer attention to this safety issue. Takata will prepare the plan described above as it relates to each of the affected vehicle manufacturers without regard to the supplier of the remedy parts.

b. Takata will also propose a plan to provide NHTSA with test data NHTSA deems sufficient or other information regarding the service life and safety of the remedy inflators currently being manufactured by Takata.

11. This Consent Order shall remain in effect throughout the pendency EA15-001 and all related NHTSA proceedings thereunder, unless the NHTSA Administrator issues a written order providing notice of prior termination. Any breach of the obligations under this Consent Order may, at NHTSA's option, be immediately enforceable in any United States District Court. Takata agrees that it will not raise any objection as to venue.

12. This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Order.



13. This Consent Order cannot be modified, amended or waived except by an instrument in writing signed by all parties, and no provision may be modified, amended or waived other than by a writing setting forth such modification, amendment or waiver and signed by the party making the modification, amendment or waiver.

14. Nothing in this Consent Order shall be interpreted or construed in a manner inconsistent with, contravening, or waiving any federal law, rule, or regulation in effect at the time of the execution of this Consent Order, or as amended thereafter.

15. Nothing herein constitutes, and shall not be construed to be, a waiver of any right or defense and does not constitute, and shall not be construed to be, an admission of liability by Takata as to any claim, or an admission by Takata that any claim could properly be asserted against it, or that any claim brought against Takata would have any basis in law or fact.

16. Should any condition or other provision contained herein be held invalid, void or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Consent Order and shall in no way affect, impair or invalidate any other provision of this Consent Order.

17. Takata shall provide written notice of each required submission under this Consent Order by electronic mail to NHTSA's Acting Associate Administrator for Enforcement (currently Frank Borris, [Frank.Borris@dot.gov](mailto:Frank.Borris@dot.gov)), and with a copy to NHTSA's Assistant Chief Counsel for Litigation and Enforcement (currently Timothy H. Goodman, [Tim.Goodman@dot.gov](mailto:Tim.Goodman@dot.gov)). NHTSA will provide notice to Takata if the individuals holding these positions or their e-mail addresses change.

18. The parties who are the signatories to this Consent Order have the legal authority to enter into this Consent Order, and each party has authorized its undersigned to execute this Consent Order on its behalf.

19. This Consent Order may be executed in counterparts, each of which shall be considered effective as an original signature.

20. This Consent Order is a fully integrated agreement and shall in all respects be interpreted, enforced and governed under the federal law of the United States. This Consent Order and the DIRs appended hereto as Exhibit A, set forth the entire agreement between the parties with regard to the subject matter hereof. There are no promises, agreements or conditions, expressed or implied, other than those set forth in this Consent Order and the DIRs in Exhibit A hereto.



APPROVED AND SO ORDERED:

NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: May 18, 2015

By: **//ORIGINAL SIGNED BY//**

Mark R. Rosekind, Ph.D.  
Administrator

Dated: May 18, 2015

By: 

Timothy H. Goodman  
Assistant Chief Counsel  
for Litigation & Enforcement

Dated: May 18, 2015


By: 

Christie L. Iannetta  
Senior Trial Attorney

AGREED:

Dated: May 18, 2015

TK HOLDINGS INC.

By: 

Shunkichi Shimizu  
President

By: 

Andrew J. Levander  
Dechert LLP  
Counsel for TK Holdings Inc.  
Approved as to Form

**CONSENT ORDER – EXHIBIT A**

- 1. Defect Information Report, TK Holdings Inc. – PSDI, PSDI-4 and PSDI-4K Driver Air Bag Inflators.**
- 2. Defect Information Report, TK Holdings Inc. – SPI Passenger Air Bag Inflators.**
- 3. Defect Information Report, TK Holdings Inc. –PSPI-L Passenger Air Bag Inflators.**
- 4. Defect Information Report, TK Holdings Inc. – PSPI Passenger Air Bag Inflators.**

May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**PSDI, PSDI-4, and PSDI-4K DRIVER AIR BAG INFLATORS**

1. **Manufacturer's name:**

TK Holdings Inc. ("Takata").

2. **Items of equipment potentially affected:**

All PSDI, PSDI-4, and PSDI-4K air bag inflators installed in frontal driver air bag modules in vehicles in the United States. This Report contemplates a national recall of the subject inflators. The subject inflators include all years of production, from start of production to end of production.

In accordance with the proposed staging of the remedy program described in section 7 below, the scope of the recall contemplated by this Report includes vehicles containing the subject inflators that were previously recalled and remedied by the affected vehicle manufacturers, including under recall numbers 08V-593, 09V-259, 10V-041, 11V-260, 14V-351, 14V-343, 14V-344, 14V-348, 14V-817, 14V-802, and 15V-153.

The inflators covered by this determination have been installed as original equipment or remedy parts in vehicles sold or registered in the United States and manufactured by the following five vehicle manufacturers (listed alphabetically):

American Honda Motor Co.  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Phone: 310-783-2000

BMW of North America  
P.O. Box 1227  
Woodcliff Lake, NJ 07677-7731  
Phone: 201-307-4000

Chrysler Group LLC  
800 Chrysler Drive  
Auburn Hills, MI 48326-2757  
Phone: 1-800-853-1403

**TK HOLDINGS INC.**  
**May 18, 2015**

Ford Motor Company  
330 Town Center Drive  
Dearborn, MI 48126-2738  
Phone: 1-866-436-7332

Mazda North American Operations  
46976 Magellan Drive  
Wixom, MI 48393  
Phone: 248-295-7859

**3. Total number of items of equipment potentially affected:**

Takata estimates that a combined total of approximately 17.6 million subject inflators have been installed in vehicles in the United States as both original equipment and remedy parts. Of that number, Takata estimates that approximately 4.7 million are PSDI inflators and approximately 12.9 million are PSDI-4 and PSDI-4K inflators. Included within these estimates are approximately 9.7 million inflators that were subject to previous recalls or safety campaigns.

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of PSDI subject inflators in the United States is fifty-nine (59). Fifty-four (54) of those field incidents occurred in vehicles that were subject to previous recalls. The number of field incidents known to Takata involving ruptures of PSDI-4 and PSDI-4K subject inflators in the United States is four (4). For comparison purposes, Takata estimates that there have been approximately 258,500 total field deployments of PSDI subject inflators and approximately 516,000 total field deployments of PSDI-4 and PSDI-4K subject inflators in the United States. Those estimates are based on the numbers of subject inflators described in section 3, estimates of the average age of the subject inflators in the field (11 years for PSDI and 8 years for PSDI-4 and PSDI-4K), and an estimate (used by NHTSA in its data analyses) that an average of 0.5 percent of frontal air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in no (zero) ruptures of PSDI subject inflators tested and has resulted in nine (9) ruptures (approximately 0.0722 percent) of PSDI-4 and PSDI-4K subject inflators tested, all from high absolute humidity States.



TK HOLDINGS INC.  
May 18, 2015

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The batwing-shaped propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, this potential for rupturing may also depend on other factors, including manufacturing variability.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

**6. Chronological summary of events leading to this determination:**

May 2003 – A PSDI-4 inflator ruptured in a BMW vehicle in Switzerland. After Takata was notified, the investigation determined that the 17-month-old inflator ruptured due to an overloading of propellant in the assembly of the inflator at issue. Takata introduced additional quality control measures designed to avoid such overloading.

May 2004 – A PSDI inflator manufactured in October 2001 ruptured in a Honda vehicle in Alabama. Takata was first notified of the event a year later in May 2005 and received only photographs for analysis. Takata tentatively concluded that the incident may have involved a potentially compromised tape seal on this inflator or possibly an overloading of propellant in the inflator at issue.

2007–2011 – After Takata was notified in late 2007 of a rupture of a PSDI inflator in a Honda vehicle, Takata promptly began an investigation. Following that investigation, in October 2008, Takata recommended that Honda conduct a safety recall to replace certain PSDI inflators, and Honda did so. Based on further investigation and additional information developed by Takata, Honda expanded its initial recall on several occasions to cover all vehicles containing PSDI inflators manufactured prior to December 1, 2001.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation into reports of inflator ruptures, Takata has consulted with the Fraunhofer Institute for Chemical Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include

**TK HOLDINGS INC.**

**May 18, 2015**

energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

September 2013 – Takata became aware of a rupture of a PSDI driver inflator in a Honda vehicle in Florida that was not covered by the prior Honda recalls. Takata immediately commenced an additional investigation.

December 2013 – April 2015 – Takata was informed of eight additional incidents in which PSDI and PSDI-4 driver inflators not covered by the prior Honda recalls had ruptured. These eight additional field incidents occurred in the following States: Florida (6), California (1), and North Carolina (1).

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata's highest priority is safety, and in light of the Company's desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA's request for regional field actions to replace PSDI and PSDI-4 inflators manufactured between January 1, 2004 and June 30, 2007, that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain passenger inflators.) The five vehicle manufacturers that had installed these driver inflators promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 174 PSDI inflators and 12,464 PSDI-4 and PSDI-4K inflators. None (zero) of the PSDI inflators ruptured during this testing, and nine (9) of the PSDI-4 and PSDI-4K inflators ruptured during this testing, yielding a rupture rate for the PSDI-4 and PSDI-4K inflators of 0.0722 percent. Six (6) of the ruptured inflators were returned from Florida, two (2) from Puerto Rico, and one (1) from non-coastal Georgia.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by



**TK HOLDINGS INC.**  
**May 18, 2015**

means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur. In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers to Takata for the validation and production of the subject inflators as original equipment.

The results of the Fraunhofer ICT research and the Takata testing to date are consistent with the location and age of the inflators that have ruptured in the field and in Takata's testing.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Defect Information Report.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015, Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

At the present time, Takata continues to produce a small number of PSDI-4 inflators for use as remedy parts. Takata intends to cease production of the subject inflators, including for use as remedy parts.

Consistent with the above, including Takata's discussions with NHTSA, Takata's preliminary recommendation for the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under this approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators in four stages over time, as outlined here:

- First, vehicles sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, Mississippi, California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri, and containing subject inflators manufactured between the start of production and December 31, 2007;



**TK HOLDINGS INC.**  
**May 18, 2015**

- Second, vehicles sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, Mississippi, California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri, and containing subject inflators manufactured between the start of production and December 31, 2011;
- Third, vehicles sold in or ever registered in any other States not listed above and containing subject inflators manufactured between the start of production and December 31, 2007; and
- Fourth, any remaining vehicles not listed above that contain the subject inflators, including subject inflators previously installed as remedy parts.

May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**SPI PASSENGER AIR BAG INFLATORS**

**1. Manufacturer's name:**

TK Holdings Inc. ("Takata").

**2. Items of equipment potentially affected:**

All SPI air bag inflators manufactured by Takata between April 2000 (start of production) and the end of inflator production for vehicle Model Year 2008 that were installed as original equipment in frontal passenger air bag modules in vehicles sold in the United States. This Report contemplates a nationwide recall of the subject inflators.

The scope of the recall contemplated by this Report includes vehicles that were previously recalled under prior recalls, including recall numbers 13V-133, 13V-136, 14V-361, 14V-312, 14V-399, 14V-340, 14V-343, 14V-350, 14V-421, 14V-471, 14V-655, 14V-701, 14V-752, 14V-763, 14V-770, 14V-787, and 15V-226. The inflators described in this Report may have previously been covered under two Defect Information Reports filed by Takata: 13E-017 and 14E-073.

Takata continues to conduct engineering analyses of SPI inflators produced after the end of production for Model Year 2008.

The inflators covered by this determination were installed in vehicles manufactured by the following vehicle manufacturers (listed alphabetically):

Chrysler Group LLC  
800 Chrysler Drive  
Auburn Hills, MI 48326-2757  
Phone: (800) 853-1403

Daimler Trucks North America LLC  
4747 N. Channel Avenue  
Portland, OR 97217-3849  
Phone: (503) 745-8000

**TK HOLDINGS INC.**  
**May 18, 2015**

Ford Motor Company  
330 Town Center Drive  
Dearborn, MI 48126-2738  
Phone: (866) 436-7332

General Motors LLC  
3001 Van Dyke Road  
Warren, MI 48090-9020  
Phone: (313) 556-5000

Mitsubishi Motors North America, Inc.  
6400 Katella Avenue  
Cypress CA 90630  
Phone: (714) 372-6000

Nissan North America, Inc.  
One Nissan Way  
Franklin, TN 37068  
Phone: (615) 725-1000

Subaru of America, Inc.  
P.O. Box 6000  
Cherry Hill, NJ 08034-6000  
Phone: (856) 488-8500

Toyota Motor Engineering & Manufacturing  
19001 South Western Ave.  
Torrance, CA 90501  
Phone: (800) 331-4331

**3. Total number of items of equipment potentially affected:**

Takata manufactured approximately 7.7 million SPI inflators for the North American market during the date range covered by this Report. Of that number, Takata estimates that approximately 2.8 million were subject to previous recalls and safety campaigns. Although Takata knows how many subject inflators it sold to each of the vehicle manufacturers identified above during the relevant period, it does not know precisely how many of those inflators were installed in vehicles that were sold in or registered in the United States. More precise information can be supplied by the vehicle manufacturers.

**TK HOLDINGS INC.**

**May 18, 2015**

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is eight (8). Of those field incidents, four (4) involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 202,125 total field deployments of SPI subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (10.5 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in fifty-six (56) ruptures (approximately 0.9 percent) of the subject inflators tested.

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results and investigation indicate that this potential for rupturing may also depend on other factors, including vehicle design factors and manufacturing variability.

Takata is also aware of a potential issue associated with the inflator body internal tape seals on some SPI inflators. During its investigation, Takata observed a small number of tape seal leaks in SPI inflators manufactured prior to 2007. These leaks were discovered during leak testing in 2014, as part of the Takata returned-inflator evaluation program. Leaks have been found in SPI inflators returned from several of the vehicle manufacturers listed in section 2. Such a leak can increase the potential for moisture to reach the main propellant wafers, possibly in areas outside of the highest absolute humidity States.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.



TK HOLDINGS INC.  
May 18, 2015

**6. Chronological summary of events leading to this determination:**

May 2009–March 2010 – Four SPI inflators ruptured in auto recycling centers in Japan.

October 2011 – Takata was first notified of a reported field rupture involving an SPI inflator in a Toyota vehicle in Japan.

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional field rupture incidents in the United States, two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years). These incidents all occurred in Toyota Corolla vehicles and involved PSPI-L inflators.

April 2013 – Based on its investigation, Takata submitted a defect information report (“DIR”), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a

**TK HOLDINGS INC.**

**May 18, 2015**

relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata’s highest priority is safety, and in light of the Company’s desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA’s request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Three of these involved SPI inflators installed in Nissan Sentra vehicles. Two of these incidents occurred in Florida and the remaining incident occurred in Louisiana.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing includes (but is not limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 5,911 SPI passenger inflators. Of those inflators, 56 ruptured during this testing, yielding a rupture rate of 0.9 percent. All of these test ruptures involved inflators returned from the States identified in the prior paragraph, except two (one returned from Oregon and one from Pennsylvania) that were subject to previous recalls.



TK HOLDINGS INC.

May 18, 2015

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research to date are consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing. Takata's testing also indicates that the design of the vehicle and the design of the air bag module are associated with differences in outcomes.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

In addition, as part of its investigation, Takata conducted air leak tests and helium leak tests on certain inflators. Leak testing started in November 2014 as part of Takata's returned-inflator evaluation program. Through May 1, 2015, Takata has identified a high leak rate in 28 out of 1027 SPI inflators tested. The cause of these leaks is still under investigation, but it appears to be due, in part, to an adhesion failure of the tape seal that occurs after long-term environmental exposure. No leaks have been observed in any inflators manufactured after 2004.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Defect Information Report. In particular, in an abundance of caution and to address practical considerations relating to the administration of the remedy program for the United States, Takata agreed to extend the scope of the present Report through inflator production for Model Year 2008 at the insistence of NHTSA.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015, Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

**TK HOLDINGS INC.**

**May 18, 2015**

At this time and consistent with the above, including Takata's discussions with NHTSA, Takata's preliminary recommendation for the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under this approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators in four stages, based on the order of production with the oldest inflators being remedied first.



May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**PSPI-L PASSENGER AIR BAG INFLATORS**

1. **Manufacturer's name:**

TK Holdings Inc. ("Takata").

2. **Items of equipment potentially affected:**

All PSPI-L air bag inflators installed as original equipment in frontal passenger air bag modules in specific vehicle models sold in the United States, as follows:

Model Years 2004-2007 Honda Accord vehicles  
Model Years 2003-2007 Toyota Corolla vehicles  
Model Years 2003-2007 Toyota Matrix vehicles  
Model Years 2003-2007 Pontiac Vibe vehicles

This Report contemplates the potential for a national recall, subject to the determinations of NHTSA and consultations with the affected vehicle manufacturers, as described in section 7 below. The recall contemplated in this Report would be in addition to the previous recalls and safety campaigns involving these inflators, including recall numbers 13V-132, 13V-133, 14V-312, 14V-349, 14V-353, 14V-655, and 14V-700. Takata previously filed Defect Information Reports 13E-017 and 14E-073 relating to the subject inflators.

Takata continues to conduct engineering analyses of other PSPI-L inflators, including those produced after the end of production for Model Year 2007.

The inflators covered by this determination were installed as original equipment in vehicles manufactured by the following vehicle manufacturers (listed alphabetically):

American Honda Motor Co.  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Phone: (310) 783-2000

General Motors LLC  
30001 Van Dyke Road  
Warren, MI 48090-9020  
Phone: (313) 556-5000

**TK HOLDINGS INC.**  
**May 18, 2015**

Toyota Motor Engineering & Manufacturing  
19001 South Western Ave.  
Torrance, CA 90501  
Phone: (800) 331-4331

**3. Total number of items of equipment potentially affected:**

The total number of subject inflators potentially affected on a national basis in the vehicle models identified above is approximately 5.2 million. Of that number, Takata estimates that approximately 1.1 million are subject to previous recalls and safety campaigns.

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is ten (10). Of those field ruptures, four (4) involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 143,000 total field deployments of the subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (11 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by the vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in 180 ruptures (approximately 2.16 percent) of the subject inflators tested.

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results indicate that even with identical inflator designs, the likelihood of a potential rupture is greater in certain vehicle models, including the models identified above, due to factors that have not yet been identified. The potential for rupture may also be influenced by other factors, including manufacturing variability.



TK HOLDINGS INC.

May 18, 2015

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

**6. Chronological summary of events leading to this determination:**

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional incidents in the United States (two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years)). These incidents all occurred in Honda Civic or Toyota Corolla vehicles.

April 2013 – Based on its investigation, Takata submitted a defect information report (“DIR”), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a

**TK HOLDINGS INC.**  
**May 18, 2015**

relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata’s highest priority is safety, and in light of the Company’s desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA’s request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Four of these involved PSPI-L inflators installed in Toyota Corolla vehicles. Three of these incidents occurred in Puerto Rico and the remaining incident occurred in Texas.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 8,320 PSPI-L inflators from the affected vehicle manufacturers, including inflators installed in vehicle models not covered by this report. Of those inflators, 180 ruptured during this testing, yielding a rupture rate of 2.16 percent. All but three of these test ruptures involved inflators returned from the high absolute humidity States listed in the first stage of the remedy program described in section 7 below. The remaining three test ruptures involved inflators returned from Illinois (2) and Kentucky (1), but the information available to



**TK HOLDINGS INC.**  
**May 18, 2015**

Takata indicates that these three inflators were removed from vehicles that had been registered for several years in Florida or coastal Texas.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long-term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research date are consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing.

Takata's testing indicates that vehicle and model design differences are associated with differences in outcomes. Significantly, Takata's test results indicate that the likelihood of a potential rupture is greater in the vehicle models identified in this report, due to as-yet unidentified factors.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Report.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015 (the "Consent Order"), Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

Pursuant to the Consent Order, Takata will continue to test the subject inflator type in all makes, models, and model years of vehicles that are covered by a safety campaign or otherwise made available or obtained by Takata for testing, and Takata will report those results to NHTSA.

**TK HOLDINGS INC.**

**May 18, 2015**

Consistent with paragraphs 4 and 9 of the Consent Order, this Report recommends and contemplates that the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under that approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators first in high absolute humidity States, with any further expansion of the remedy program to proceed by geographic zones, contingent on subsequent orders that may be issued by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, as follows:

- The initial recall contemplated by this Report and the Consent Order would include the vehicle models listed in section 2 that were sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, and Mississippi;
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri;
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of Ohio, Indiana, New Jersey, West Virginia, the District of Columbia, Kansas, Pennsylvania, Washington, Massachusetts, Connecticut, Michigan, New York, Rhode Island, Oregon, Iowa, and Nebraska; and
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any of the remaining States.



May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**PSPI PASSENGER AIR BAG INFLATORS**

**1. Manufacturer's name:**

TK Holdings Inc. ("Takata").

**2. Items of equipment potentially affected:**

All PSPI air bag inflators installed as original equipment in frontal passenger air bag modules in specific vehicle models sold in the United States, as follows:

Model Year 2003 Honda Accord vehicles  
Model Years 2001-2006 Honda Civic vehicles

The above represents all Model Years of the listed vehicle makes and models that contain PSPI inflators.

This Report contemplates the potential for a national recall, subject to the determinations of NHTSA and consultations with the vehicle manufacturer, as described in section 7 below. The recall contemplated in this Report would be in addition to the previous recalls and safety campaigns involving these inflators, including recall numbers 13V-132, 14V-349, 14V-353, and 14V-700. Takata previously filed Defect Information Reports 13E-017 and 14E-073 relating to the subject inflators.

The inflators covered by this determination were installed as original equipment in vehicles manufactured by the following vehicle manufacturer:

American Honda Motor Co.  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Phone: (310) 783-2000

**3. Total number of items of equipment potentially affected:**

The total number of subject inflators potentially affected on a national basis in the vehicle models identified above is approximately 3.3 million. Of that number, Takata estimates that approximately 2.1 million are subject to previous recalls and safety campaigns.

**TK HOLDINGS INC.**  
**May 18, 2015**

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is three (3), all of which involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 94,875 total field deployments of the subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (11.5 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by Honda, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in twenty (20) ruptures (approximately 0.51 percent) of the subject inflators tested.

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results indicate that even with identical inflator designs, the likelihood of a potential rupture is greater in certain vehicle models, including the models identified above, due to factors that have not yet been identified. The potential for rupture may also be influenced by other factors, including manufacturing variability.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

**6. Chronological summary of events leading to this determination:**

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical



**TK HOLDINGS INC.**  
**May 18, 2015**

Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional incidents in the United States (two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years)). These incidents all occurred in Honda Civic or Toyota Corolla vehicles.

April 2013 – Based on its investigation, Takata submitted a defect information report (“DIR”), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata’s highest priority is safety, and in light of the Company’s desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA’s request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct

**TK HOLDINGS INC.**

**May 18, 2015**

the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Four of these involved PSPI-L inflators installed in Toyota Corolla vehicles. Three of these incidents occurred in Puerto Rico and the remaining incident occurred in Texas.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 3,932 Honda PSPI inflators. Of those inflators, 20 ruptured during this testing, yielding a rupture rate of 0.51 percent. All of these test ruptures involved inflators returned from the high absolute humidity States listed in the first stage of the remedy program described in section 7 below.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long-term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research to date are



**TK HOLDINGS INC.**

**May 18, 2015**

consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing.

Takata's testing indicates that vehicle and model design differences are associated with differences in outcomes. Significantly, Takata's test results indicate that the likelihood of a potential rupture is greater in the vehicle models identified in this report, due to as-yet unidentified factors.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Report.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015 (the "Consent Order"), Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

Pursuant to the Consent Order, Takata will continue to test the subject inflator type in all makes, models, and model years of vehicles that are covered by a safety campaign or otherwise made available or obtained by Takata for testing, and Takata will report those results to NHTSA.

Consistent with paragraphs 4 and 9 of the Consent Order, this Report recommends and contemplates that the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under that approach, Takata plans to work with the manufacturer of the vehicles in which the subject inflators were installed (Honda) to implement an appropriate recall to replace the subject inflators first in high absolute humidity States, with any further expansion of the remedy program to proceed by geographic zones, contingent on subsequent orders that may be issued by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, as follows:

- The initial recall contemplated by this Report and the Consent Order would include the vehicle models listed in section 2 that were sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, and Mississippi;

**TK HOLDINGS INC.**

**May 18, 2015**

- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri;
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of Ohio, Indiana, New Jersey, West Virginia, the District of Columbia, Kansas, Pennsylvania, Washington, Massachusetts, Connecticut, Michigan, New York, Rhode Island, Oregon, Iowa, and Nebraska; and
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any of the remaining States.

UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION  
1200 New Jersey Avenue SE  
Washington, D.C. 20590

In re: )  
 )  
EA15-001 )  
Air Bag Inflator Rupture )  
 )  
 )  
 )

**CONSENT ORDER**

This Consent Order is issued pursuant to the authority of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation, to resolve issues of liability raised in the above-captioned investigation, to mitigate and control risks of harm, and to promote public safety. This Consent Order sets forth the penalties, requirements, and performance obligations agreed to by TK Holdings Inc. (“Takata”), in connection with Takata’s alleged failure to fully comply with the requirements of the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified (the “Safety Act”), 49 U.S.C. § 30101, *et seq.*, and applicable regulations thereunder, as detailed herein.

The Consent Order of May 18, 2015, issued by NHTSA in this matter and agreed to by Takata, remains in effect and is hereby incorporated by reference, and its terms and conditions are made a part of this Consent Order as if set forth fully herein.

**I. NATURE OF THE ACTION**

1. The Safety Act provides for regulation of motor vehicles and motor vehicle equipment by the Secretary of Transportation. The Secretary has delegated his authorities under the Safety Act to the NHTSA Administrator, 49 C.F.R. §§ 1.95(a), 501.2(a)(1).

2. The Safety Act and applicable regulations impose certain obligations on manufacturers of motor vehicles and motor vehicle equipment to provide timely notice to NHTSA in particular circumstances where the manufacturer has determined in good faith that its motor vehicles or items of equipment contain a defect related to motor vehicle safety or do not comply with a Federal Motor Vehicle Safety Standard. *See* 49 U.S.C. § 30118(c); 49 C.F.R. § 573.3(e)(f); 49 C.F.R. § 573.6(a). Such notice, in the form of a Defect Information Report, is required not more than five working days after the manufacturer knew or should have known of a potential defect in its motor vehicle or motor vehicle equipment that poses an unreasonable risk to safety, or a non-compliance in its vehicles or equipment. *See* 49 C.F.R. § 573.6(a); *see also United States v. General Motors Corp.*, 656 F. Supp. 1555, 1559 n.5 (D.D.C. 1987); *United States v. General Motors Corp.*, 574 F. Supp. 1047, 1049-50 (D.D.C. 1983).

3. The Safety Act and applicable regulations impose certain obligations on manufacturers to preserve records that are needed for the proper investigation, and adjudication or other disposition, of possible defects related to motor vehicle safety. 49 U.S.C. § 30166(e); 49 C.F.R. § 576.2. The records to be maintained by manufacturers include documentary materials that contain information concerning malfunctions that may be related to motor vehicle safety. 49 C.F.R. § 576.6. Such malfunctions include any failure in performance that could, in any reasonably foreseeable manner, be a causative factor in, or aggravate, an accident or an injury to a person. 49 C.F.R. § 576.8.

4. The Safety Act and applicable regulations impose certain obligations on manufacturers to provide timely, accurate, and complete information and cooperation in response to requests from NHTSA in connection with the investigation of potential risks to safety. *See* 49 U.S.C. §§ 30166(c), 30166(e).

5. A person who violates the defect notification requirements of the Safety Act, or a regulation thereunder, is currently liable to the United States Government for a civil penalty of not more than \$7,000 for each violation, subject to a limit of \$35,000,000 for a related series of violations. *See* 49 U.S.C. § 30165(a)(1); 49 C.F.R. § 578.6(a)(1). A person who fails to comply with the records retention and/or reporting obligations of section 30166 is currently liable for penalties of up to \$7,000 per day per violation, subject to a limit of \$35,000,000 for a related series of violations. 49 U.S.C. § 30165(a)(3); 49 C.F.R. § 578.6(a)(3). A separate violation occurs for each item of motor vehicle equipment and for each failure or refusal to allow or perform a required act. 49 U.S.C. § 30165(a)(1); 49 C.F.R. § 578.6(a)(1).

6. Takata is a manufacturer of motor vehicle equipment within the meaning of the Safety Act, *see* 49 U.S.C. §§ 30102(a)(5), 30102(a)(7), and a person within the meaning of 49 U.S.C. § 30165.

## **II. BACKGROUND**

7. On June 11, 2014, NHTSA opened a formal defect investigation (Preliminary Evaluation, PE14-016) into certain Takata air bag inflators that may become over-pressurized and rupture during air bag deployment, resulting in injury to the driver and/or passenger.

8. During the course of PE14-016, NHTSA issued two Special Orders to Takata, one on October 30, 2014 and one on November 18, 2014, and one General Order to Takata and the affected motor vehicles manufacturers on November 18, 2014, all of which requested documents and information related to the investigation.

9. On February 24, 2015, NHTSA upgraded and expanded its investigation to include various model year 2001-2011 motor vehicles, which contain air bag inflators manufactured by Takata (Engineering Analysis, EA15-001).



10. On May 18, 2015, Takata filed four Defect Information Reports with NHTSA in accordance with 49 C.F.R. § 573.6 (the “Takata DIRs”). In those Takata DIRs, Takata identified a defect related to motor vehicle safety that may arise in some of the frontal air bag inflator types that it has manufactured. The Takata DIRs have been designated by NHTSA as Recall Nos. 15E-040, 15E-041, 15E-042, and 15E-043.

11. On May 18, 2015, in connection with the filing of the Takata DIRs, Takata agreed to and NHTSA issued a Consent Order in EA15-001 (the “First Takata Consent Order”). Under the terms of the First Takata Consent Order, Takata was required to continue its cooperation in NHTSA investigation EA15-001; continue its cooperation in all regulatory actions and proceedings that may become part of NHTSA’s ongoing investigation and oversight of Takata air bag inflators; submit a plan to NHTSA outlining the steps Takata would take to maximize recall completion rates (the “‘Get the Word Out’ Digital Outreach Plan”); and submit a plan to provide NHTSA with test data and other information regarding the service life and safety of the remedy inflators (the “Proposed Plan to Test the Service Life and Safety of Certain Inflators”). *See* First Takata Consent Order at ¶¶ 7, 10. To date, Takata has substantially complied with the First Takata Consent Order.

12. On June 5, 2015, NHTSA issued a Notice of Coordinated Remedy Program Proceeding for the Replacement of Certain Takata Air Bag Inflators, and opened Docket No. NHTSA-2015-0055, to determine what action, if any, the agency should undertake to prioritize, organize, and phase the recall and remedy programs related to the Takata DIRs. *See* 80 Fed. Reg. 32197 (June 5, 2015).

13. Since commencing the Coordinated Remedy Program Proceeding, NHTSA has issued two additional Special Orders to Takata - one on June 19, 2015 and one on August 13,

2015. The Special Orders sought documents and information relevant to NHTSA's investigation and the Coordinated Remedy Program Proceeding. To date, Takata has substantially complied with these Special Orders.

### III. FINDINGS

14. During the course of NHTSA's investigation, including its review of Takata's responses to the Special Orders issued by NHTSA, its review of documents produced by Takata, and its review of information proactively disclosed by Takata, the agency has discovered facts and circumstances indicating that Takata may have violated the Safety Act and the regulations thereunder in at least some respects; including possible violations of 49 U.S.C. § 30118(c)(1), 49 U.S.C. § 30119(c)(2), 49 U.S.C. § 30166, 49 C.F.R. § 573.3(e)-(f), and 49 C.F.R. § 573.6(b). It is the mutual desire of NHTSA and Takata to resolve these alleged violations, without the need for further action, to avoid the legal expenses and other costs of a protracted dispute and potential litigation, as well as to establish remedial measures with the purpose of mitigating risk and deterring future violations.

15. More specifically, during the course of NHTSA's investigation, the agency has discovered facts and circumstances indicating that:

a. Takata failed to provide notice to NHTSA of the safety-related defect that may arise in some of the inflators that are the subjects of Recall Nos. 13E-017, 14E-073, 15E-040, 15E-041, 15E-042, and 15E-043 within five working days of when Takata determined, or in good faith should have determined, the existence of that defect.

b. In several instances, Takata produced testing reports that contained selective, incomplete, or inaccurate data.

c. Takata failed to clarify inaccurate information provided to NHTSA, including, but not limited to, during a presentation made to the agency in January 2012.

d. Takata failed to comply fully with the instructions contained in the Special Orders issued by NHTSA on October 30, 2014 and November 18, 2014, as set forth more fully in the agency's February 20, 2015 letter to Takata.

#### **IV. LEGAL AUTHORITY**

16. NHTSA issues this Consent Order pursuant to its authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), including, among other things, its authority to inspect and investigate, 49 U.S.C. § 30166(b)(1); compromise the amount of civil penalties, 49 U.S.C. § 30165(b); ensure that defective vehicles and equipment are recalled, 49 U.S.C. §§ 30118-30119; ensure the adequacy of recalls, 49 U.S.C. § 30120(c)(1); accelerate remedy programs, 49 U.S.C. § 30120(c)(3); and require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g). In consideration of Takata's entry into this Consent Order and its commitments outlined below, it is AGREED by Takata and ORDERED by NHTSA as follows:

#### **V. TERMS AND CONDITIONS OF CONSENT ORDER**

##### **Safety Act Admissions**

17. Takata admits that it did not satisfy the notice provisions of the Safety Act when it failed to provide notice to NHTSA of certain information potentially relevant to one or more of the safety-related defects that may arise in some of the inflators that are the subjects of Recall Nos. 13E-017, 14E-073, 15E-040, 15E-041, 15E-042, and 15E-043 within the five-day period provided by the Safety Act and regulations prescribed thereunder in 49 U.S.C. § 30118(c)(1),

49 U.S.C. § 30119(c)(2), 49 C.F.R. § 573.3(e)-(f), and 49 C.F.R. § 573.6(b), which at the time Takata did not believe was required.

18. Takata admits that it failed to provide, within the time limits requested by NHTSA, an explanation of certain documents produced to NHTSA pursuant to the Special Orders issued by NHTSA on October 30, 2014 and November 18, 2014.

**Civil Penalty**

19. Subject to the terms in the remainder of this Paragraph 19, Takata shall pay a civil penalty in the sum of two hundred million dollars (\$200,000,000) in connection with the matters addressed in this Consent Order, as follows:

a. The sum of seventy million dollars (\$70,000,000) shall be paid as the Civil Penalty Amount in accordance with the instructions set forth in Paragraph 20.

b. The sum of sixty million dollars (\$60,000,000), in the form of Stipulated Civil Penalties, shall be deferred and held in abeyance pending satisfactory completion of Paragraph 26.b.

c. The sum of seventy million dollars (\$70,000,000), in the form of Liquidated Penalties, shall be deferred and held in abeyance, and shall become due and payable in the increments described in Paragraphs 26.a. and 47 below, in the event NHTSA determines that Takata entered into any new contract for the manufacture and sale of any Takata PSAN inflator after the date of this Consent Order, or committed a violation of the Safety Act or the regulations prescribed thereunder, which was not disclosed to NHTSA as of the date of this Consent Order.

20. Takata shall pay the Civil Penalty Amount of seventy million dollars (\$70,000,000) in six lump-sum payments by electronic funds transfer to the U.S. Treasury, in

accordance with the instructions provided by NHTSA. The payments shall be made on the following schedule:

	<b>Date</b>	<b>Amount</b>
<b>First Payment</b>	February 1, 2016	\$10,000,000
<b>Second Payment</b>	October 31, 2016	\$10,000,000
<b>Third Payment</b>	October 31, 2017	\$10,000,000
<b>Fourth Payment</b>	October 31, 2018	\$10,000,000
<b>Fifth Payment</b>	October 31, 2019	\$15,000,000
<b>Sixth Payment</b>	October 31, 2020	\$15,000,000

21. Takata admits that it has an obligation to the United States in the amount of two hundred million dollars (\$200,000,000), as provided for in Paragraph 19 above, arising from activities under the jurisdiction of the U.S. Department of Transportation and subject to the Federal Claims Collection Act of 1966, as amended and codified at 31 U.S.C. § 3701, *et seq.* (hereinafter the “Claims Collection Act”).

22. If Takata fails to make the payment of the Civil Penalty Amount set forth in Paragraph 20 above, or any payment of Stipulated Civil Penalties or Liquidated Penalties, as may be imposed in accordance with Paragraphs 26.a., 26.b., and 47, on or before their respective due dates, Takata shall be in default of this Consent Order and any unpaid amounts shall become immediately due and owing. In that event, (i) Takata agrees not to contest any collection action undertaken by NHTSA or the United States pursuant to the Claims Collection Act and U.S. Department of Transportation regulations, 49 C.F.R. § 89, either administratively or in any court, and (ii) Takata shall affirmatively waive any and all defenses or rights that would otherwise be available to it in any such collection proceeding. In addition, in such a proceeding, Takata shall pay the United States all reasonable costs of collection and enforcement, including attorneys’ fees and expenses.

23. In determining the appropriate amount of the civil penalty to be imposed, the agency has taken into consideration the purpose and objectives of the Safety Act (including the relevant factors set forth at 49 U.S.C. § 30165(c)), as well as the actions and commitments of Takata, including: Takata's willingness to enter into this Consent Order; Takata's decision to terminate certain employees; Takata's continued commitment to cooperate in the agency's ongoing investigation of air bag inflator ruptures, EA15-001, and its commitment to cooperate in the Coordinated Remedy Program announced by NHTSA on November 3, 2015, as set forth in Paragraph 32 below; Takata's commitment to improving its internal safety culture, as set forth in Paragraph 33 below; and the substantial costs Takata will incur in implementing and completing its "Get the Word Out" Digital Outreach Plan, its Proposed Plan to Test the Service Life and Safety of Certain Inflators, and the other obligations of this Consent Order.

**Phase Out of Certain Takata PSAN Inflators**

24. Takata states that air bags equipped with inflators containing phase-stabilized ammonium nitrate-based propellants (the "Takata PSAN inflators") have generally performed as intended and in the vast majority of cases deploy safely and are effective in saving lives and preventing serious injuries in motor vehicle accidents. Takata further states that it continues to have confidence in the safety of the Takata PSAN inflators it is manufacturing for use in air bags. NHTSA does not share this same confidence in the long-term performance of such inflators, particularly those that do not contain a desiccant;<sup>1</sup> including, but not limited to, the following inflator types: SDI, PSDI, PSDI-4, PSDI-4K, SPI, PSPI, and PSPI-L (the "non-desiccated Takata PSAN inflators"). In order to reach this resolution with NHTSA, and

---

<sup>1</sup> A desiccant is hygroscopic substance that has a high affinity for moisture and is used as a drying agent.

considering the commercial needs of its customers, Takata has agreed to phase out of the manufacture and sale of certain Takata PSAN inflators, as described below.

25. To mitigate and control the risk of serious injury or death due to an air bag inflator rupture, and in light of the significant population of vehicles containing Takata inflators, as well as Takata's current understanding of the defect that may arise in some inflators, as set forth in the Takata DIRs (*i.e.*, that "the inflator ruptures appear to have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity"), the agency believes there is a principled basis to allow Takata, on the schedule set forth below, to phase out of its manufacture and sale of certain Takata PSAN inflators and to continue testing the safety and service life of the Takata PSAN inflators, as set forth in Paragraphs 26-28 below. Based upon the agency's analysis and judgment, this approach best meets the objectives of the Safety Act, while taking into account the size of the affected vehicle population, the apparent nature of the defect mechanism, and other factors as they are best known and understood as of the date of this Consent Order. That being said, NHTSA states that Takata has studied this complex problem for at least the last eight years and, to date, does not have a definitive root cause. The agency does not believe that the American public will be well served if the root cause investigation continues indefinitely. The agency further believes there is a principled basis to require Takata to either demonstrate the safety of the Takata PSAN inflators, or file Defect Information Reports, as set forth in Paragraphs 29-30 below.

NHTSA reserves the right to alter the schedules set forth in Paragraphs 26 and 30 through a final order if NHTSA determines that such alteration is required by the Safety Act based on the occurrence of future field ruptures, testing (whether conducted by Takata, NHTSA, or any other



third party), or other circumstances to mitigate an unreasonable risk to safety within the meaning of the Safety Act. Any such order altering the schedules set forth in Paragraphs 26 and 30 will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

26. **New and Existing Contracts.** Takata shall phase out of the manufacture and sale of certain Takata PSAN inflators for use in the United States, as set forth in this Paragraph.

a. With respect to new contracts, Takata shall not, and hereby represents that it has not since October 31, 2015, commit, contract for sale or resale, offer, provision for use, or otherwise agree to place into the stream of commerce of the United States any Takata PSAN inflator, regardless of whether it contains 2004 propellant or 2004L propellant, and regardless of whether or not it contains desiccant. If Takata violates this Paragraph 26.a., then Takata shall pay Liquidated Penalties as follows: for the first such violation, Takata shall make a lump-sum payment of five million dollars (\$5,000,000); for the second such violation, Takata shall make a lump-sum payment of ten million dollars (\$10,000,000); and for the third such violation, Takata shall make a lump-sum payment of twenty million dollars (\$20,000,000). Each payment of such Liquidated Penalties shall be made by electronic funds transfer to the U.S. Treasury within ten

business days of a final determination of the violation by NHTSA (following a reasonable opportunity for Takata to seek review of the determination), in accordance with the instructions provided by NHTSA. Nothing in this paragraph bars Takata from (1) selling or shipping service or replacement parts for the types of inflators covered by supply contracts existing prior to October 31, 2015, or (2) committing, selling, offering, provisioning for use, or otherwise agreeing to supply Takata PSAN inflator types that contain desiccant in lieu of non-desiccated Takata PSAN inflators; provided, however, that the manufacture and sale may be limited in case of: (i) any non-desiccated Takata PSAN inflators by Paragraph 26.b. and (ii) any desiccated Takata PSAN inflators (as defined in Paragraph 26.c. below) by Paragraph 26.c.

b. With respect to contracts entered into before October 31, 2015, under which Takata is currently obligated to manufacture and sell non-desiccated Takata PSAN inflators in the future, Takata shall phase out of the manufacture and sale of such non-desiccated Takata PSAN inflators for use in the United States, including for use as remedy parts in connection with any existing recall campaign, on the following schedule:

[SCHEDULE FOLLOWS ON NEXT PAGE]

Deadline	Description of Phase Out Commitment
By Dec. 31, 2015	Less than 50% of driver inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2016	Less than 10% of driver inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators, and none of which shall contain the “Batwing” shaped propellant wafer.
By Dec. 31, 2017	Takata will stop supplying non-desiccated Takata PSAN driver inflators for use in the U.S., subject to de minimis exceptions for the necessary supply of service parts, but only as approved by NHTSA in writing.
By Dec. 31, 2016	Less than 50% of passenger and side inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2017	Less than 10% of passenger and side inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2018	Takata will stop supplying non-desiccated Takata PSAN passenger and side inflators for use in the U.S., subject to de minimis exceptions for the necessary supply of service parts, but only as approved by NHTSA in writing.

Takata shall submit to NHTSA a declaration executed by a senior officer, under oath and pursuant to 28 U.S.C. § 1746, within fourteen business days after each deadline set forth above, certifying that it has met the deadline. For purposes of meeting each deadline, Takata may rely on reasonable, good faith estimates or on reasonable representations from vehicle manufacturers in identifying or quantifying inflators produced for use in the United States. If Takata fails to comply with any deadline set forth in this Paragraph 26.b., then Takata shall pay Stipulated Civil Penalties in the amount of \$10 million per deadline missed. To the extent such stipulated penalties become due and owing, they shall be paid by wire transfer within ten business days of the missed deadline in accordance with the instructions provided by NHTSA. The payment of Stipulated Civil Penalties **does not** relieve Takata of its obligation to perform as required by this Paragraph 26.b., the continued failure of which may be the subject of a civil action compelling Takata’s specific performance.

c. With respect to contracts entered into before October 31, 2015, under which Takata is currently obligated to manufacture and sell Takata PSAN inflator types that contain desiccant (the “desiccated Takata PSAN inflators”), including, but not limited to, SDI-X, PSDI-5, PSDI-X, SPI-X, PSPI-X, SDI-X 1.7, PDP, and SDP, Takata may continue to manufacture and sell such inflators in accordance with those existing contracts and purchase orders. However, NHTSA reserves the right to order Takata to phase out of the manufacture and sale of the desiccated Takata PSAN inflators if NHTSA determines that such a phase out is required by the Safety Act based on the occurrence of future field ruptures, testing (whether conducted by Takata, NHTSA, or any other third party), or other circumstances to mitigate an unreasonable risk to safety within the meaning of the Safety Act. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata’s objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata’s obligations under any such order, including an action to compel specific performance.

**Further Testing of Takata PSAN Inflators and Potential Future Recalls**

27. **Testing of Non-Desiccated Takata PSAN Inflators.** Takata shall continue its current service life and safety testing of non-desiccated Takata PSAN inflators. Takata shall

provide frequent updates to NHTSA on the status of this effort and test results, and shall respond fully and accurately to any request for information by the agency.

28. **Testing of Desiccated Takata PSAN Inflators.** Takata shall extend its current service life and safety testing to include testing of desiccated Takata PSAN inflators, with the cooperation of the vehicle manufacturers, to determine the service life and safety of such inflators, and to determine whether, and to what extent, these inflator types suffer from a defect condition, regardless of whether it is the same or similar to the conditions at issue in the Takata DIRs. Takata shall provide frequent updates to NHTSA on the status of this effort and test results, and shall respond fully and accurately to any request for information by the agency.

29. **Agency Defect Determinations.** At any time, the Associate Administrator for Enforcement may make a determination that a defect within the meaning of the Safety Act – *i.e.*, a defect that presents an unreasonable risk to safety – exists in any Takata PSAN inflator type, whether non-desiccated or desiccated, based upon: (a) the occurrence of a field rupture(s) of that Takata PSAN inflator type, (b) testing data and analysis relating to the propensity for rupture of that Takata PSAN inflator type, (c) Takata’s ultimate determinations concerning the safety and/or service life of any Takata PSAN inflator type, (d) the determination of root cause of inflator ruptures by any credible source, or (e) other appropriate evidence. Within five business days of receiving such a determination by NHTSA, which shall set forth the basis for the defect determination, Takata shall either submit an appropriate Defect Information Report to the agency or provide written notice that it disputes NHTSA’s defect determination. Takata may consult with affected vehicle manufacturers and, upon a schedule to be determined by the Administrator, may present evidence supporting its position, after which the Administrator shall make a final decision. If, after consideration of Takata’s submission, the Administrator ultimately concludes

that a defect related to motor vehicle safety exists, then he or she may issue a final order directing Takata to submit the appropriate Defect Information Report(s) to the agency within five business days of the issuance of the order. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

30. ***De Facto Defect Determinations.*** If no root cause of field ruptures of the relevant type of inflator has been determined by Takata or any other credible source, or if Takata has not otherwise been able to make a showing to NHTSA concerning the safety and/or service life of any of the Takata PSAN inflators to NHTSA's satisfaction by December 31, 2018 for non-desiccated Takata PSAN inflators and by December 31, 2019 for desiccated Takata PSAN inflators, then the Administrator may issue one or more final orders setting forth a schedule on which Takata shall submit Defect Information Reports to the agency for the relevant Takata PSAN inflators. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a

civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

31. Nothing in this Consent Order, specifically including Paragraphs 25-30, shall relieve Takata of its obligation to make any defect determination and/or to file any Defect Information Report that is required by 49 C.F.R. §§ 573.3(e)-(f), and 573.6(a).

**Other Performance Obligations**

**32. Cooperation.**

a. Takata shall comply with its obligations under the Safety Act, and regulations prescribed thereunder, to take all actions reasonably necessary to comply with this Consent Order and to cooperate with NHTSA in carrying out the requirements of this Consent Order. Takata's reasonable best efforts shall include, but shall not be limited to, (i) providing prompt notice to NHTSA in the event any requirement of this Consent Order cannot be met or timely met; and (ii) ensuring that Takata employees involved in carrying out the requirements of this Consent Order are kept well-informed and are allocated sufficient time during their working hours to enable them thoroughly and effectively to perform the actions necessary to carry out those requirements.

b. Takata shall continue to cooperate with NHTSA in its ongoing investigation and oversight of Takata air bag inflators, including, but not limited to, NHTSA Investigation EA15-001.

c. Takata shall continue to cooperate in all regulatory actions and proceedings that are part of NHTSA's ongoing investigation and oversight of defective Takata air bag inflators and accompanying remedial actions, including, but not limited to,



the Coordinated Remedy Program, as announced by NHTSA in the Coordinated Remedy Order issued on November 3, 2015.

33. **Internal Safety Culture Improvements.** Takata shall work diligently to correct any lapses and improve its safety culture, as follows:

a. *Report of Internal Investigation.* Through counsel, Takata shall provide a detailed written report to NHTSA regarding the history of the rupturing inflator issues giving rise to Recall Nos. 15E-040, 15E-041, 15E-042, and 15E-043 no later than June 30, 2016. The written report shall include a summary of the facts, internal discussions and decision-making, safety lapses that Takata has uncovered, and steps taken by Takata to mitigate the risk. Takata shall not assert any claim of confidentiality or privilege with respect to this report, which shall be made publicly available by NHTSA.

b. *Confirmation of Employee Termination.* Within sixty days of the execution of this Consent Order, Takata shall submit written notice to NHTSA, confirming the identities of the individuals whose employment has been terminated as a result of, or in relation to, Takata's review of the subject matter of this Consent Order.

c. *Chief Safety Assurance and Accountability Officer.* Within sixty days following execution of this Consent Order, Takata shall designate a Chief Safety Assurance and Accountability Officer, who shall have independent authority within Takata to oversee compliance by Takata and its employees with the process improvements, written procedures, and training programs established by the Monitor. The Chief Safety Assurance and Accountability Officer is a permanent position and shall report directly to the board of directors of Takata. Takata shall provide him or her with sufficient staff and resources to carry out the duties contemplated by this Paragraph 33.c.

fully, efficiently, and without the need for burdensome approvals or administrative delays.

d. *Improvements to Internal Whistleblower Reporting.* Takata shall ensure that its existing whistleblower process permits and encourages its employees to expeditiously report concerns regarding irregularities in customer test data, malfunctions, actual or potential safety-related defects, or actual or potential noncompliance with Federal Motor Vehicle Safety Standards. Takata shall establish and rigorously enforce a non-retaliation policy for employees who report such concerns. No later than ninety days following execution of this Consent Order, Takata shall provide NHTSA with written documentation describing the process and policy for whistleblower reporting, as described in this Paragraph 33.d.

34. **Meetings with NHTSA.** Takata shall meet with NHTSA within ninety days of the execution of this Consent Order to discuss the steps it has taken pursuant to this Consent Order, and the process improvements, written procedures, and training programs being developed and implemented by the Monitor and Chief Safety Assurance and Accountability Officer. Takata shall work with NHTSA to evaluate which recommendations, process improvements, and training programs are appropriate for implementation and will develop a detailed written plan to implement any recommendations deemed appropriate. Takata shall thereafter meet with NHTSA on a quarterly basis for one year to discuss Takata's implementation of any recommendations NHTSA determines are appropriate. Takata agrees that, absent compelling circumstances, Kevin M. Kennedy, Executive Vice President of Takata (or his successor, if applicable), will attend the meetings, along with any other Takata officials, employees, or representatives whom Takata considers appropriate attendees. NHTSA may

extend the period of time for periodic meetings (no more frequently than once per quarter) pursuant to this Paragraph 34 for up to the term of this Consent Order.

**Independent Monitor**

Takata agrees to retain, at its sole cost and expense, an independent monitor (the “Monitor”) whose powers, rights and responsibilities shall be as set forth below.

35. **Jurisdiction, Powers, and Oversight Authority.** The scope of the Monitor’s authority is: (i) to review and assess Takata’s compliance with this Consent Order, including, but not limited to, Takata’s phasing out of the manufacture and sale of PSAN inflators, as described in Paragraph 26, its testing efforts, as set forth in Paragraphs 27-28, and the internal safety improvements described in Paragraph 33.a.-d. above; (ii) to monitor Takata’s compliance with the First Takata Consent Order, including its compliance with, and any alterations to, its “Get the Word Out” Digital Outreach Plan and its Proposed Pan to Test the Service Life and Safety of Certain Inflators; and (iii) to oversee, monitor, and assess compliance with the Coordinated Remedy Program, as set forth in the Coordinated Remedy Order issued by NHTSA on November 3, 2015.

It is expected and agreed that the Monitor will develop and implement process improvements, written procedures, and training programs and may make additional recommendations aimed at enhancing Takata’s ability to detect, investigate, and resolve potential safety related concerns. The Monitor will oversee the activities of the Chief Safety Assurance and Accountability Officer and, in the event of a dispute, the advice and recommendations of the Monitor will be controlling. The Monitor is not intended to supplant NHTSA’s authority over decisions related to motor vehicle safety. Except as expressly set forth below, the authority granted to the Monitor shall not include the authority to exercise oversight, or to participate in,

decisions by Takata about product offerings, decisions relating to product development, engineering of equipment, capital allocation, and investment decisions.

The Monitor's jurisdiction, powers, and oversight authority and duties are to be broadly construed, subject to the following limitation: the Monitor's responsibilities shall be limited to Takata's activities in the United States, and to the extent the Monitor seeks information outside the United States, compliance with such requests shall be consistent with the applicable legal principles in that jurisdiction. Takata shall adopt all recommendations submitted by the Monitor unless Takata objects to any recommendation and NHTSA agrees that adoption of such recommendation should not be required.

36. **Access to Information.** The Monitor shall have the authority to take such reasonable steps, in the Monitor's view, as necessary to be fully informed about those operations of Takata within or related to his or her jurisdiction. To that end, the Monitor shall have:

a. Access to, and the right to make copies of, any and all non-privileged books, records, accounts, correspondence, files, and any and all other documents or electronic records, including e-mails, of Takata and its subsidiaries, and of officers, agents, and employees of Takata and its subsidiaries, within or related to his or her jurisdiction that are located in the United States; and

b. The right to interview any officer, employee, agent, or consultant of Takata conducting business in or present in the United States and to participate in any meeting in the United States concerning any matter within or relating to the Monitor's jurisdiction; provided, however, that during any such interview, such officer, employee, agent, or consultant shall have the right to counsel and shall not be required to disclose privileged information.

c. To the extent that the Monitor seeks access to information contained within privileged documents or materials, Takata shall use its best efforts to provide the Monitor with the information without compromising the asserted privilege.

**37. Confidentiality.**

a. The Monitor shall maintain the confidentiality of any non-public information entrusted or made available to the Monitor. The Monitor shall share such information only with NHTSA, except that the Monitor may also determine in consultation with NHTSA that such information should be shared with the U.S. Department of Justice and/or other federal agencies.

b. The Monitor shall sign a non-disclosure agreement with Takata prohibiting disclosure of information received from Takata to anyone other than NHTSA or anyone designated by NHTSA or hired by the Monitor. Within thirty days after the end of the Monitor's term, the Monitor shall either return anything obtained from Takata, or certify that such information has been destroyed. Anyone hired or retained by the Monitor shall also sign a non-disclosure agreement with similar return or destruction requirements as set forth in this subparagraph.

**38. Hiring Authority.** The Monitor shall have the authority to employ, subject to ordinary and customary engagement terms, legal counsel, consultants, investigators, experts, and any other personnel reasonably necessary to assist in the proper discharge of the Monitor's duties.

**39. Implementing Authority.** The Monitor shall have the authority to take any other actions in the United States that are reasonably necessary to effectuate the Monitor's oversight and monitoring responsibilities.

40. **Selection and Termination.**

a. *Term.* The Monitor's authority set forth herein shall extend for a period of five years from the commencement of the Monitor's duties, except that (a) in the event NHTSA determines during the period of the Monitorship (or any extensions thereof) that Takata has violated any provision of this Consent Order, an extension of the period of the Monitorship may be imposed in the sole discretion of NHTSA, up to an additional one-year extension, but in no event shall the total term of the Monitorship exceed the term of this Consent Order; and (b) in the event NHTSA, in its sole discretion, determines during the period of the Monitorship that the employment of a Monitor is no longer necessary to carry out the purposes of this Agreement, NHTSA may shorten the period of the Monitorship, in accordance with subparagraph c.

b. *Selection.* NHTSA shall consult with Takata, including soliciting nominations from Takata, using its best efforts to select and appoint a mutually acceptable Monitor (and any replacement Monitors, if required) as promptly as possible. In the event NHTSA is unable to identify a Monitor who is acceptable to Takata, NHTSA shall have the sole right to select a Monitor (and any replacement Monitors, if required).

c. *Termination.* NHTSA shall have the right to terminate the retention of the Monitor at any time for cause, which termination shall be effective immediately. Termination for cause shall include termination for: (i) intentional nonperformance, misperformance, or gross negligence in the performance of the duties set forth in Paragraph 35; (ii) failure to report to NHTSA in the timeframe and manner specified in Paragraph 42; (iii) willful dishonesty, fraud or misconduct; (iv) conviction of, or a plea of nolo contendere to, a felony or other crime involving moral turpitude; or (v) the

commission of any act materially inconsistent with the object and purpose of this Consent Order and/or the Safety Act.

Upon the mutual agreement of NHTSA and Takata, the Monitor's retention may be terminated without cause upon thirty days prior written notice to the Monitor.

41. **Notice regarding the Monitor; Monitor's Authority to Act on Information received from Employees; No Penalty for Reporting.** Takata shall establish an independent, toll-free answering service to facilitate communication anonymously or otherwise with the Monitor. Within ten days of the commencement of the Monitor's duties, Takata shall advise its employees of the appointment of the Monitor, the Monitor's powers and duties as set forth in this Agreement, a toll-free telephone number established for contacting the Monitor, and email and mail addresses designated by the Monitor. Such notice shall inform employees that they may communicate with the Monitor anonymously or otherwise, and that no agent, consultant, or employee of Takata shall be penalized in any way for providing information to the Monitor (unless the Monitor determines that the agent, consultant, or employee has intentionally provided false information to the Monitor). In addition, such notice shall direct that, if an employee is aware of any violation of any law or any unethical conduct that has not been reported to an appropriate federal, state or municipal agency, the employee is obligated to report such violation or conduct to the Monitor. The Monitor shall have access to all communications made using this toll-free number. The Monitor has the sole discretion to determine whether the toll-free number is sufficient to permit confidential and/or anonymous communications or whether the establishment of an additional or different toll-free number is required.

42. **Reports to NHTSA.** The Monitor shall keep records of his or her activities, including copies of all correspondence and telephone logs, as well as records relating to actions



taken in response to correspondence or telephone calls. If potentially illegal or unethical conduct is reported to the Monitor, the Monitor may, at his or her option, conduct an investigation, and/or refer the matter to NHTSA and/or the U.S. Department of Justice. The Monitor may report to NHTSA whenever the Monitor deems fit but, in any event, shall file written reports not less often than every four months regarding: the Monitor's activities; whether Takata is complying with the terms of this Consent Order; any changes that are necessary to foster Takata's compliance with the Safety Act and/or any regulation promulgated thereunder; and any developments associated with the Coordinated Remedy Program. Sixty days prior to the scheduled expiration of his or her term, the Monitor shall submit a closing report to NHTSA assessing Takata's record of compliance with the requirements of the Consent Order.

**43. Cooperation with the Monitor.**

a. Takata and all of its officers, directors, employees, agents, and consultants shall have an affirmative duty to cooperate with and assist the Monitor in the execution of his or her duties and shall inform the Monitor of any non-privileged information that may relate to the Monitor's duties or lead to information that relates to his or her duties.

Failure of any Takata officer, director, employee, or agent to cooperate with the Monitor may, in the sole discretion of the Monitor, serve as a basis for the Monitor to recommend dismissal or other disciplinary action.

b. On a monthly basis for a period of one year, the Chief Safety Assurance and Accountability Officer shall provide the Monitor with a written list of every safety-related issue concerning any item of equipment manufactured by Takata that is being investigated, reviewed, or monitored by Takata. The Monitor shall include these issues in the reports to NHTSA under Paragraph 42.

44. **Compensation and Expenses.** Although the Monitor shall operate under the supervision of NHTSA, the compensation and expenses of the Monitor, and of the persons hired under his or her authority, shall be paid by Takata. The Monitor, and any persons hired by the Monitor, shall be compensated in accordance with their respective typical hourly rates. Takata shall pay bills for compensation and expenses promptly, and in any event within thirty days. In addition, within one week after the selection of the Monitor, Takata shall make available reasonable office space, telephone service and clerical assistance sufficient for the Monitor to carry out his or her duties.

45. **Indemnification.** Takata shall provide an appropriate indemnification agreement to the Monitor with respect to any claims arising out of the proper performance of the Monitor's duties.

46. **No Affiliation.** The Monitor is not, and shall not be treated for any purpose, as an officer, employee, agent, or affiliate of Takata.

47. **Liquidated Penalties.** Should NHTSA reasonably determine, whether based on notice from the Monitor as provided in Paragraph 42 above, on documents that become public, but were not produced to NHTSA in accordance with any of the agency's Special Orders to Takata, or on NHTSA's own investigation, that Takata had committed a violation of the Safety Act or the regulations prescribed thereunder, which was not disclosed to NHTSA as of the date of this Consent Order, Takata shall pay Liquidated Penalties in accordance with this Paragraph 47; provided, however, that Takata reserves the right to argue that its actions did not constitute a violation of the Safety Act or the regulations prescribed thereunder, or that such violation was disclosed to NHTSA as of the date of this Consent Order. For the first such violation, Takata shall make a lump-sum payment of five million dollars (\$5,000,000); for the second such

violation, Takata shall make a lump-sum payment of ten million dollars (\$10,000,000); and for the third such violation, Takata shall make a lump-sum payment of twenty million dollars (\$20,000,000). Each payment of such Liquidated Penalties shall be made by electronic funds transfer to the U.S. Treasury within ten business days of a final determination of the violation by NHTSA (following a reasonable opportunity for Takata to seek review of the determination), in accordance with the instructions provided by NHTSA.

#### **VI. TERM OF CONSENT ORDER**

48. Unless otherwise specified, the term of this Consent Order and Takata's performance obligations thereunder is five years from the date of execution; provided, however, that NHTSA may, at its sole option, extend the term of this Consent Order for one year if NHTSA reasonably decides that Takata should not be released from this Consent Order for failure to comply materially with one or more terms of this Consent Order, or for other good cause.

#### **VII. AMENDMENT**

49. This Consent Order cannot be modified, amended or waived except by an instrument in writing signed by all parties.

#### **VIII. MISCELLANEOUS**

50. **Investigation Remains Open.** Takata recognizes that NHTSA will keep the agency's investigation open in order to address the outstanding scientific and engineering questions with respect to the determination of root cause. Therefore, NHTSA's Investigation EA15-001 shall remain open until such time as NHTSA reasonably concludes, in its sole discretion and determination, that all issues thereunder have been satisfactorily resolved. Any

and all subsequent actions taken by NHTSA involving or related to the investigation into Takata air bag inflators may be included as part of EA15-001.

51. **Conflict.** In the event of a conflict between the terms and conditions of the First Takata Consent Order and this Consent Order, the terms and conditions of this Consent Order control.

52. **Notice.** Takata shall provide written notice of each required submission under this Consent Order by electronic mail to the Director of NHTSA's Office of Defects Investigation (currently Otto Matheke at Otto.Matheke@dot.gov), with copies to NHTSA's Associate Administrator for Enforcement (currently Frank Borris at Frank.Borris@dot.gov) and NHTSA's Assistant Chief Counsel for Litigation and Enforcement (currently Timothy H. Goodman at Tim.Goodman@dot.gov). For any matter requiring notice by NHTSA to Takata under this Consent Order, such notice shall be by electronic mail to D. Michael Rains, Director of Product Safety for Takata, at mike.rains@takata.com, and to Andrew J. Levander of Dechert LLP, outside counsel to Takata, at andrew.levander@dechert.com. The parties shall provide notice if the individuals holding these positions or their e-mail addresses change.

53. **Application of Federal Law.** Nothing in this Consent Order shall be interpreted or construed in a manner inconsistent with, or contravening, any federal law, rule, or regulation at the time of the execution of this Consent Order, or as amended thereafter.

54. **Release.**

a. Upon the expiration of the term of this Consent Order, the Secretary of Transportation, by and through the Administrator of NHTSA, will be deemed to have released Takata, including its current and former directors, officers, employees, agents, parents, subsidiaries, affiliates, successors, and assigns from liability for any additional

civil penalties pursuant to 49 U.S.C. § 30165, in connection with any and all violations of Takata's Safety Act obligations, including those expressly identified in this Consent Order, from the inception of the Safety Act through the execution date of this Consent Order.

b. This Consent Order does not release Takata from civil or criminal liabilities, if any, that may be asserted by the United States, the Department of Transportation, NHTSA, or any other governmental entity, other than as described in this Consent Order.

55. **Breach.** In the event of Takata's breach of, or failure to perform, any term of this Consent Order, NHTSA reserves the right to pursue any and all appropriate remedies, including, but not limited to, actions compelling specific performance of the terms of this Consent Order, assessing interest for untimely settlement payments, and/or commencing litigation to enforce this Consent Order in any United States District Court. Takata agrees that, in any such enforcement action, it will not raise any objection as to venue. Takata expressly waives any and all defenses, at law or in equity, and agrees not to plead, argue, or otherwise raise any defenses other than (i) that the payment of the Civil Penalty Amount, or of any other penalty amounts required by this Consent Order, if applicable, was made to NHTSA as set forth herein, (ii) that Takata has substantially complied with the terms of this Consent Order, and (iii) that NHTSA's subsequent orders under Paragraphs 25, 26, 29, 30, and 50, if issued, were arbitrary, capricious, or contrary to law, including the Safety Act.

56. **Attorneys' Fees.** The parties shall each bear their own respective attorneys' fees, costs, and expenses, except as provided in Paragraph 22 above.

57. **Authority.** The parties who are the signatories to this Consent Order have the legal authority to enter into this Consent Order, and each party has authorized its undersigned to execute this Consent Order on its behalf.

58. **Tax Deduction/Credit.** Takata agrees that it will not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, local, or foreign tax for any fine or civil penalty paid pursuant to this Consent Order.

59. **Corporate Change.** This Consent Order shall be binding upon, and inure to the benefit of, Takata and its current and former directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns. Takata agrees to waive any and all defenses that may exist or arise in connection with any person or entity succeeding to its interests or obligations herein, including as a result of any changes to the corporate structure or relationships among or between Takata and any of its parents, subsidiaries, or affiliates.

60. **Severability.** Should any condition or other provision contained herein be held invalid, void or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Consent Order and shall in no way affect, impair or invalidate any other provision of this Consent Order.

61. **Third Parties.** This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Order.

62. **Counterparts.** This Consent Order may be executed in counterparts, each of which shall be considered effective as an original signature.

63. **Effective Date.** This Consent Order shall be effective upon its full execution.

64. **Integration.** This Consent Order is a fully integrated agreement and shall in all respects be interpreted, enforced and governed under the federal law of the United States. This

Consent Order sets forth the entire agreement between the parties with regard to the subject matter hereof. There are no promises, agreements, or conditions, express or implied, other than those set forth in this Consent Order and the attachments thereto.

[SIGNATURES ON NEXT PAGE]



APPROVED AND SO ORDERED:

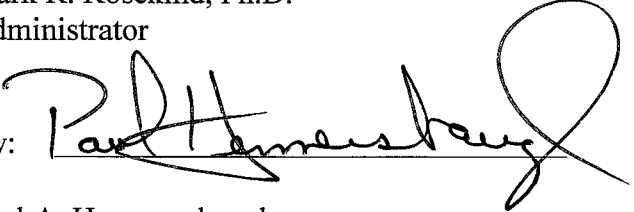
NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: November 3, 2015

By: // ORIGINAL SIGNED BY //

Mark R. Rosekind, Ph.D.  
Administrator

Dated: November 3, 2015

By: 

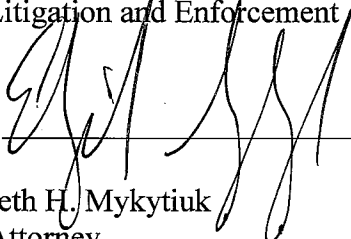
Paul A. Hemmersbaugh  
Chief Counsel

Dated: November 3, 2015

By: 

Timothy H. Goodman  
Assistant Chief Counsel  
for Litigation and Enforcement

Dated: November 3, 2015

By: 

Elizabeth H. Mykytiuk  
Trial Attorney

Dated: November 3, 2015

By: 

Kara L. Fischer  
Trial Attorney

Dated: November 3, 2015

By: 

Arija M. Flowers  
Trial Attorney

AGREED:

Dated: November 3, 2015

TK HOLDINGS INC.

By: 

Kevin M. Kennedy  
Executive Vice President

Dated: November 3, 2015

By: 

Andrew J. Levander  
Dechert LLP  
Counsel for TK Holdings, Inc.  
Approved as to Form

# **EXHIBIT 11**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**DECLARATION OF JEANNE C. FINEGAN IN CONNECTION  
WITH PRELIMINARY APPROVAL OF SETTLEMENT**

I, Jeanne C. Finegan, declare and state as follows:

1. I am the Managing Director and Head of Kroll Notice Media Solutions (“Kroll Media”),<sup>1</sup> a business unit of Kroll Settlement Administration LLC (“Kroll”). This Declaration is based upon my personal knowledge as well as information provided to me by my associates and staff, including information reasonably relied upon in the fields of advertising media and communications.

2. Kroll has been engaged by the Parties as the Settlement Notice Administrator<sup>2</sup> to develop and implement a proposed legal notice program as part of the Parties’ proposed class action settlement, the terms of which are embodied in that certain Settlement Agreement (the

<sup>1</sup> Capitalized terms used but not defined herein have the meanings given them in the Settlement Agreement (as defined below).

<sup>2</sup> The Settlement Agreement appoints “Kroll Notice Media” as the Settlement Notice Administrator, which was presumably intended to refer to Kroll Notice Media Solutions. Kroll Notice Media Solutions is a division of Kroll Settlement Administration LLC, which is the actual Settlement Notice Administrator in this case.

“Settlement Agreement”) entered into by the Parties.

3. Attached as **Exhibit 1** to this Declaration is a description of the proposed Notice Program.

4. This remainder of this Declaration describes my extensive experience in designing and implementing notices and notice programs, as well as my credentials to opine on the overall adequacy of the notice effort.

**RELEVANT COMMUNICATIONS AND ADVERTISING EXPERIENCE, NOTICE  
EXPERTISE AND QUALIFICATIONS**

5. My credentials, expertise, and experience that qualify me to provide an expert opinion and advice regarding notice in class action cases include more than 30 years of communications and advertising experience, specifically in class action and bankruptcy notice context. My Curriculum Vitae delineating my experience is attached hereto as **Exhibit 2**.

6. I have served as an expert and have been directly responsible for the design and implementation of numerous notice programs, including some of the largest and most complex programs ever implemented in the United States as well as globally in over 140 countries and thirty-seven languages. I have been recognized by numerous courts in the United States as an expert on notification and outreach.

7. During my career, I have planned and implemented over 1,000 complex notice programs for a wide range of class action, bankruptcy, regulatory, and consumer matters. The subject matters of which have included product liability, construction defect, antitrust, asbestos, medical, pharmaceutical, human rights, civil rights, telecommunications, media, environmental, securities, banking, insurance and bankruptcy.

8. I have relevant experience planning and implementing complex court-approved notice programs in other automobile class action settlements including:

- *Simerlein et al., v. Toyota Motor Corporation*, Case No. 3:17-cv-01091-VAB (D. Conn. 2019); and
- *Warner v. Toyota Motor Sales, U.S.A. Inc.*, Case No 2:15-cv-02171-FMO FFMx (C.D. Cal. 2017).

9. I am the only notice expert regularly recognized by courts who is accredited in Public Relations by the Universal Accreditation Board, a program administered by the Public

Relations Society of America. I have provided testimony before the United States Congress on issues of notice.<sup>3</sup> I have lectured, published, and been cited extensively on various aspects of legal noticing, product recall, and crisis communications. I have served the Consumer Product Safety Commission (“CPSC”) as an expert to determine ways in which the CPSC can increase the effectiveness of its product recall campaigns. Additionally, I have published and lectured extensively on various aspects of legal noticing and taught continuing education courses for Jurists and lawyers alike on best practice methods for providing notice in various contexts.

10. I worked with the Special Settlement Administrator’s team to assist with the outreach strategy for the historic Auto Airbag Settlement, *In re Takata Airbag Prods. Liab. Litig.*, No. 15-MD-2599-FAM (S.D. Fla.). I was extensively involved as a lead contributing author for “*Guidelines and Best Practices Implementing 2018 Amendments to Rule 23 Class Action Settlement Provisions*” published by Duke University School of Law. I was involved with New York University School of Law and The Center on Civil Justice assisting with a class action settlement data analysis and comparative visualization tool called the *Aggregate Litigation Project*, designed to help judges make decisions in aggregate cases on the basis of data as opposed to anecdotal information.

11. I am a member of the Board of Directors for the Alliance for Audited Media (“AAM”), which is the recognized advertising industry leader in cross-media verification with unparalleled expertise across all brand platforms including web, mobile, email, and print. It was founded in 1914 as the Audit Bureau of Circulations to bring order and transparency to the media industry. Today, more than 4,000 publishers, advertisers, agencies, and technology vendors depend on its data-driven insights, technology certification audits, and information services to transact with trust. Its leadership consists of directors of ad agencies, vice presidents of major national brands, and publishers of leading newspapers and magazines.

---

<sup>3</sup> See, e.g., Report on the Activities of the Committee on the Judiciary of the House of Representatives: “Notice” Provision in the *Pigford v. Glickman* Consent Decree: Hearing Before Subcommittee on the Constitution, 108th Cong. 2nd Sess. 805 (2004) (statement of Jeanne C. Finegan); *Pigford v. Glickman & U.S. Dep’t of Agric.*, 185 F.R.D. 82, 102 (D.D.C. Apr. 14, 1999) (J. Finegan provided live testimony and was cross-examined before Congress in connection with a proposed consent decree settling a class action suit against the U.S. Department of Agriculture. In the court opinion that followed, the Honorable Paul L. Friedman approved the consent decree and commended the notice program, stating, “The [c]ourt concludes that class members have received more than adequate notice . . . the timing and breadth of notice of the class settlement was sufficient . . . The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television stations.”)

12. Further, I have been recognized as being at the forefront of modern notice practices,<sup>4</sup> and I was one of the first notice experts to integrate digital media,<sup>5</sup> social media and influencers<sup>6</sup> into court-approved legal notice programs. My recent work includes:

- *In re Purdue Pharma L.P.*, No. 19-23649 (Bankr. S.D.N.Y. 2019).
- *In Re: PG&E Corporation* Case No. 19-30088 Bankr. (N.D. Cal. 2019).
- *Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 5:16-MD-02752 (N.D. Cal. 2010).
- *Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation*, Case No. 19-MD-2887 (D. Kan. 2021).
- *Pettit et al., v. Procter & Gamble Co.*, Case No. 15-cv-02150-RS (N.D. Cal. 2019).
- *Carter v Forjas Taurus S.S., Taurus International Manufacturing, Inc.*, Case No. 1:13-CV-24583 PAS (S.D. Fla. 2016).
- *Cook et. al., v. Rockwell International Corp. and the Dow Chemical Co.*, No. 90-cv-00181- KLK (D. Colo. 2017).
- *In re Purdue Pharma L.P.*, No. 19-23649 (Bankr. S.D.N.Y. 2019).
- *In Re: PG&E Corporation* Case No. 19-30088 Bankr. (N.D. Cal. 2019).

13. As further reference, in evaluating the adequacy and effectiveness of my notice programs, courts have repeatedly recognized my work as an expert. For example:

a. *Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 5:16-MD-02752 (N.D. Cal 2010). In the Order Preliminary Approval, dated July 20, 2019, the Honorable Lucy Kho stated, para 21,

*“The Court finds that the Approved Notices and Notice Plan set forth in the Amended Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and provide the best notice practicable under the circumstances.”*

b. *Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation*, Case No. 19-MD-2887 (D. Kan. 2021). In the Preliminary Approval Transcript, February 2, 2021 p. 28-29, the Honorable Julie A. Robinson stated:

*“I was very impressed in reading the notice plan and very educational, frankly to me, understanding the communication, media platforms, technology, all of that continues to evolve rapidly and the ability to not only target consumers, but to target people that*

---

<sup>4</sup> See, e.g., Deborah R. Hensler et al., *Class Action Dilemmas, Pursuing Public Goals for Private Gain*, RAND (2000).

<sup>5</sup> See *In re La.-Pac. Inner-Seal Siding Litig.*, Nos. 879-JE, 1453-JE (D. Or. 1995).

<sup>6</sup> See: *In Re: PG&E Corporation* Case No. 19-30088 Bankr. (N.D. Cal. 2019).



*could rightfully receive notice continues to improve all the time.”*

c. ***Carter v. Forjas Taurus S.S., Taurus International Manufacturing, Inc.***, Case No. 1:13-CV-24583- PAS (S.D. Fla. 2016). In her Final Order and Judgment Granting Plaintiffs’ Motion for Final Approval of Class Action Settlement, the Honorable Patricia Seitz stated:

*“The Court considered the extensive experience of Jeanne C. Finegan and the notice program she developed. . . . There is no national firearms registry and Taurus sale records do not provide names and addresses of the ultimate purchasers... Thus, the form and method used for notifying Class Members of the terms of the Settlement was the best notice practicable. . . . The court-approved notice plan used peer-accepted national research to identify the optimal traditional, online, mobile and social media platforms to reach the Settlement Class Members.”*

Additionally, in the January 20, 2016, Transcript of Class Notice Hearing, p. 5, Judge Seitz noted:

*“I would like to compliment Ms. Finegan and her company because I was quite impressed with the scope and the effort of communicating with the Class.”*

d. ***In re Purdue Pharma L.P.***, No. 19-23649 (Bankr. S.D.N.Y. 2019). Omnibus Hearing, Motion Pursuant to 11 U.S.C. §§ 105(a) and 501 and Fed. R. Bankr. P. 2002 and 3003(c)(3) for Entry of an Order (I) Extending the General Bar Date for a Limited Period and (II) Approving the Form and Manner of Notice Thereof, June 3, 2020, transcript p. 88:10, the Honorable Robert Drain stated:

*“The notice here is indeed extraordinary, as was detailed on page 8 of Ms. Finegan's declaration in support of the original bar date motion and then in her supplemental declaration from May 20th in support of the current motion, the notice is not only in print media, but extensive television and radio notice, community outreach, -- and I think this is perhaps going to be more of a trend, but it's a major element of the notice here -- online, social media, out of home, i.e. billboards, and earned media, including bloggers and creative messaging. That with a combined with a simplified proof of claims form and the ability to file a claim or first, get more information about filing a claim online -- there was a specific claims website -- and to file a claim either online or by mail. Based on Ms. Finegan's supplemental declaration, it appears clear to me that that process of providing notice has been quite successful in its goal in ultimately reaching roughly 95 percent of all adults in the United States over the age of 18 with an average frequency of message exposure of six times, as well as over 80 percent of all adults in Canada with an average message exposure of over three times.”*

e. ***Simerlein et al. v. Toyota Motor Corporation***, Case No. 3:17-cv-01091-VAB (D. Conn. 2019). In the Ruling and Order on the Motion for Preliminary Approval, dated January 14, 2019, p. 30, the Honorable Victor Bolden stated:

*“In finding that notice is sufficient to meet both the requirements of Rule 23(c) and due process, the Court has reviewed and appreciated the high-quality submission of proposed Settlement Notice Administrator Jeanne C. Finegan. See Declaration of Jeanne C. Finegan, APR, Ex. G to Agrmt., ECF No. 85-8.”*

f. ***In Re: PG&E Corporation***, Case No. 19-30088 Bankr. (N.D. Cal. 2019). Hearing Establishing, Deadline for Filing Proofs of Claim, (II) establishing the Form and Manner of Notice Thereof, and (III) Approving Procedures for Providing Notice of Bar Date and Other Information to all Creditors and Potential Creditors PG&E. June 26, 2019, Transcript of Hearing p. 21:1, the Honorable Dennis Montali stated:

*...the technology and the thought that goes into all these plans is almost incomprehensible. He further stated p. 201:20 ... Ms. Finegan has really impressed me today...*

14. Additionally, I have published extensively on various aspects of legal noticing, including the following publications and articles:

- a. Interview, *“One Media Buyer’s Journey Toward Transparency,”* BoSacks Media Intelligence/Heard on the Web, April, 2021.
- b. Interview, *“One Media Buyer’s Journey Toward Transparency,”* The Drum /Open Mic Blog, April 21, 2021.
- c. Interview, *“How Marketers Achieve Greater ROI Through Digital Assurance,”* Alliance for Audited Media (“AAM”), white paper, January 2021.
- d. Tweet Chat: Contributing Panelist #Law360SocialChat, A live Tweet workshop concerning the benefits and pitfalls of social media, Lexttalk.com, November 7, 2019.
- e. Author, *“Top Class Settlement Admin Factors to Consider in 2020”* Law360, New York, (October 31, 2019, 5:44 PM ET).
- f. Author, *“Creating a Class Notice Program that Satisfies Due Process,”* Law360, New York (February 13, 2018 12:58 PM ET).
- g. Author, *“3 Considerations for Class Action Notice Brand Safety,”* Law360, New York (October 2, 2017 12:24 PM ET).
- h. Author, *“What Would Class Action Reform Mean for Notice?”* Law360, New York (April 13, 2017 11:50 AM ET).
- i. Author, *“Bots Can Silently Steal your Due Process Notice”* Wisconsin Law Journal (April 2017).

- j. Author, “*Don’t Turn a Blind Eye to Bots. Ad Fraud and Bots are a Reality of the Digital Environment*,” LinkedIn (March 6, 2017).
- k. Co-Author, “Modern Notice Requirements Through the Lens of Eisen and Mullane,” *Bloomberg BNA Class Action Litigation Report*, 17 CLASS 1077 (October 14, 2016).
- l. Author, “*Think All Internet Impressions are the Same? Think Again*,” Law360.com, New York (March 16, 2016).
- m. Author, “*Why Class Members Should See an Online Ad More Than Once*,” Law360.com, New York (December 3, 2015).
- n. Author, “*‘Being ‘Media-Relevant’ — What It Means and Why It Matters*,” Law360.com, New York (September 11, 2013, 2:50 PM ET).
- o. Co-Author, “*New Media Creates New Expectations for Bankruptcy Notice Programs*,” ABI Journal, Vol. XXX, No. 9 (November 2011).
- p. Quoted Expert, “*Effective Class Action Notice Promotes Access to Justice: Insight from a New U.S. Federal Judicial Center Checklist*,” Canadian Supreme Court Law Review, 53 S.C.L.R. (2d) (2011).
- q. Co-Author, with Hon. Dickran Tevrizian, “*Expert Opinion: It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape*,” BNA Class Action Litigation Report, 12 CLASS 464 (May 27, 2011).
- r. Co-Author, with Hon. Dickran Tevrizian, “*Your Insight: It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape*,” TXLR, Vol. 26, No. 21 (May 26, 2011).
- s. Author, “*Five Key Considerations for a Successful International Notice Program*,” BNA Class Action Litigation Report,” Vol. 11, No. 7 p. 343 (April 9, 2010).
- t. Quoted, “*Technology Trends Pose Novel Notification Issues for Class Litigators*,” BNA Electronic Commerce and Law Report, 15, ECLR 109 (January 27, 2010).
- u. Author, “*Legal Notice: R U ready 2 adapt?*” BNA Class Action Litigation Report, Vol. 10, No. 14, pp. 702-703 (July 24, 2009).
- v. Author, “*On Demand Media Could Change the Future of Best Practicable Notice*,” BNA Class Action Litigation Report, Vol. 9, No. 7, pp. 307-310 (April 11, 2008).
- w. Quoted, “*Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty*,” Warranty Week (February 28, 2007), available at [www.warrantyweek.com/archive/ww20070228.html](http://www.warrantyweek.com/archive/ww20070228.html).
- x. Co-Author, “*Approaches to Notice in State Court Class Actions, For the Defense*,” Vol. 45, No. 11 (November, 2003).
- y. Author, “*The Web Offers Near, Real-Time Cost-Efficient Notice*,” American Bankruptcy Institute Journal, Vol. XXII, No. 5 (2003).
- z. Author, “*Determining Adequate Notice in Rule 23 Actions*,” For the Defense, Vol. 44, No. 9 (September 2002).
- aa. Co-Author, “*The Electronic Nature of Legal Noticing*,” American Bankruptcy Institute Journal, Vol. XXI, No. 3 (April 2002).
- bb. Author, “*Three Important Mantras for CEO’s and Risk Managers in 2002*,” International Risk Management Institute, [irmi.com/](http://irmi.com/) (January 2002).

- cc. Co-Author, *"Used the Bat Signal Lately,"* The National Law Journal, Special Litigation Section (February 19, 2001).
  - dd. Author, *"How Much is Enough Notice,"* Dispute Resolution Alert, Vol. 1, No. 6, (March 2001).
  - ee. Author, *"High-Profile Product Recalls Need More Than the Bat Signal,"* International Risk Management Institute, irmi.com/ (July 2001).
  - ff. Author, *"The Great Debate - How Much is Enough Legal Notice?:"* American Bar Association -- Class Actions and Derivatives Suits Newsletter (Winter 1999).
  - gg. Author, *"What are the best practicable methods to give notice?"* Georgetown University Law Center Mass Tort Litigation Institute, CLE White Paper: Dispelling the communications myth -- A notice disseminated is a notice communicated (November 1, 2001).
15. In addition, I have lectured or presented extensively on various aspects of legal noticing. A sample list includes the following:
- a. American Bar Association Faculty Panelist, 4<sup>th</sup> Annual Western Regional CLE Class Actions: "Big Brother, Information Privacy, and Class Actions: How Big Data and Social Media are Changing the Class Action Landscape," San Francisco, CA, June, 2017.
  - b. Miami Law Class Action & Complex Litigation Forum, Faculty Panelist, "Settlement and Resolution of Class Actions." Miami. FL, December 2, 2016.
  - c. The Knowledge Group, Faculty Panelist, "Class Action Settlements: Hot Topics 2016 and Beyond," Live Webcast, [www.theknowledgegroup.org/](http://www.theknowledgegroup.org/), October 2016.
  - d. Bar Association National Symposium, Faculty Panelist, "Ethical Considerations in Settling Class Actions," New Orleans, LA March 2016.
  - e. SF Banking Attorney Association, Speaker, "How a Class Action Notice Can Make or Break your Client's Settlement," San Francisco, CA May 2015.
  - f. Perrin Class Action Conference, Faculty Panelist, "Being Media Relevant, What it Means and Why It Matters – The Social Media Evolution: Trends Challenges and Opportunities," Chicago, IL May 2015
  - g. Bridgeport Continuing Ed. Faculty Panelist, "Media Relevant in the Class Notice Context," April 2014.
  - h. CASD 5<sup>th</sup> Annual Speaker, "The Impact of Social Media on Class Action Notice." Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, September 2012.
  - i. Law Seminars International, Speaker, "Class Action Notice: Rules and Statutes Governing FRCP (b)(3) Best Practicable... What constitutes a best practicable notice? What practitioners and courts should expect in the new era of online and social media." Chicago, IL, October 2011.
  - j. CLE International, Faculty Panelist, Building a Workable Settlement Structure, CLE International, San Francisco, California May, 2011.
  - k. Consumer Attorneys of San Diego (CASD), Faculty Panelist, "21st Century Class Notice and Outreach," 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2010.

- l. Consumer Attorneys of San Diego (CASD), Faculty Panelist, “The Future of Notice,” 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2009.
- m. American Bar Association, Speaker, 2008 Annual Meeting, “Practical Advice for Class Action Settlements: The Future of Notice in the United States and Internationally – Meeting the Best Practicable Standard.”
- n. American Bar Association, Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New York, NY, August 2008.
- o. Faculty Panelist, Women Lawyers Association of Los Angeles (WLALA) CLE Presentation, “The Anatomy of a Class Action.” Los Angeles, CA, February 2008.
- p. Faculty Panelist, Practising Law Institute (PLI) CLE Presentation, 11th Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures -- “Evolving Notice Standards in the Internet Age.” New York/Boston (simulcast) March, 2006; Chicago, April, 2006; and San Francisco, May 2006.
- q. Expert Panelist, U.S. Consumer Product Safety Commission. I was the only legal notice expert invited to participate as an expert to the Consumer Product Safety Commission to discuss ways in which the CPSC could enhance and measure the recall process. As an expert panelist, I discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda, MD, September 2003.
- r. Expert Speaker, American Bar Association. Presentation: “How to Bullet-Proof Notice Programs and What Communication Barriers Present Due Process Concerns in Legal Notice,” ABA Litigation Section Committee on Class Actions & Derivative Suits, Chicago, August 6, 2001.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, under the laws of the United States of America, that the foregoing is true and correct.

Executed: December 21, 2022 in Tigard, Oregon.

  
\_\_\_\_\_  
Jeanne C. Finegan

**EXHIBIT 1 TO NOTICE PLAN**

---

## Takata Airbag Product Liability Litigation Settlement Notice Program

---

This Notice Program<sup>1</sup> is designed to inform Class Members about the proposed class action settlement between Plaintiffs and Defendants as described in the Settlement Agreement. In the Settlement Agreement, the Class is defined as: “All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order,” subject to certain excluded parties described below.

Pursuant to the Settlement Agreement, the term “Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator<sup>2</sup> and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, re-furnished, and/or removed for sale and/or re-sale, Takata Inflators and/or Takata Inflator-related component parts.

Excluded from the Class are: (a) the Settling Defendants, their officers, directors and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and the Settling Defendants’ Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

Class Notice will be accomplished through a combination of Direct Mailed Notice, Publication Notice, notice through the Settlement Website, Long Form Notice, and other applicable notice.

The proposed Notice Program includes the following components:

- Direct Mail Notice via postcard sent by first-class postage prepaid U.S. mail to reasonably identifiable Class Members;
- Publication Notice, which will appear in three auto recycling trade magazines, published in English with a Spanish sub-headline;
- Publication Notice, which will appear in eight territorial newspapers along with banner advertising on the newspapers’ web property in English and Spanish;
- Establishing and maintaining a Settlement Website that will contain important deadlines, notices, how to submit claims, and other important information;
- Establishing and maintaining a toll-free information line; and

---

<sup>1</sup> Capitalized terms have the meanings given them in the *Declaration of Jeanne C. Finegan in Connection with Preliminary Approval of Settlement*, to which this document is attached as an Exhibit.

<sup>2</sup> Specifically, Takata PSAN inflators, which are airbag inflators for driver or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate (“PSAN”), including 2004 and 2004L propellant, whether desiccated or non-desiccated.



- CAFA Notice via first class mail to appropriate state and federal government officials.

### **DIRECT MAIL NOTICE**

Kroll has been informed by Data Axle that there are approximately 16,300 Auto Salvage and/or Recyclers that own vehicles that are potentially affected by the Settlement.

Kroll utilized Data Axle, a leading provider of business data, to identify these potential Settlement Class Members. Data Axle has over 17.3 million records with over 400 data attributes in its database. The database has records for almost every business in the United States and Canada — from the Fortune 500 to small family-owned business. Kroll uses Standard Industrial Classification codes (“SIC Codes”) to find records for relevant industries and businesses. SIC Codes were created by the federal government to classify industries using a four-digit code. SIC Codes continue to be used by U.S. Government agencies, private companies, and in academia. Here, records were selected based on twenty-nine unique SIC Codes, including Automobile Dismantling Recycling, Automobile Part — Used & Rebuilt, Motor Vehicle Parts Used, Automobile Dismantling/ Recycling, and Automobile wrecking. The selected SIC codes returned over 16,300 records.

Further, Kroll has been informed that Plaintiff’s Counsel may provide additional records. If received, Kroll will combine these records with the data provided by Data Axle and de-duplicate any overlapping records.<sup>3</sup> This combined data set will be used for mailing the Direct Mailed Notice attached as **Exhibit 2**.

Pursuant to the terms of the Settlement Agreement, Kroll as the Settlement Notice Administrator, shall send Direct Mailed Notices via postage prepaid first-class U.S. mail to these identified Class Members.

Direct Mailed Notices that are returned as non-deliverable but with a forwarding address will be re-mailed by Kroll to any address indicated by the postal service in the case of an expired automatic forwarding order. Direct Mailed Notices returned as non-deliverable, but for which a new address is not indicated by the USPS, will be further searched through a third-party vendor to seek a more current address. If any such address is found, these types of customized and individualized Direct Mailed Notices will be re-mailed to the updated address no later than the deadline found in the Preliminary Approval Order. Upon completion of these duties, Kroll will submit a complete report on the results of the direct outreach effort.

Based on past experience with direct mail in related cases, we anticipate that the Direct Mailed Notice alone is estimated to reach at least 90% of Class Members residing in the United States.

---

<sup>3</sup> Data Axle has informed Kroll that it regularly updates its business records. As a result, there is no need to perform additional NCOA update searches in connection with this data.

**PUBLICATION NOTICE**

The proposed Publication component of the Notice Plan will employ a mix of newspaper, trade magazines, and online display to target notice to Class Members in the United States and the United States Territories<sup>4</sup> of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

**UNITED STATES OUTREACH**

The Summary Notice will be published once in each of the following trade magazines:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Distribution</i>
<i>Automotive Recycling</i>	1,200	English	United States and U.S. Territories
<i>Auto Recycler’s ToolBox Magazine</i>	10,000	English	United States and U.S. Territories
<i>American Recycler</i>	32,944	English	United States and U.S. Territories

**TERRITORIAL OUTREACH – NEWSPAPERS**

The Summary Notice will be published once in each of the following U.S. Territory newspapers:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Territory</i>
Samoa News	6,730	English	American Samoa
Pacific Daily News	19,357	English	Guam
Saipan Tribune	7,200	English	Mariana Islands
El Nuevo Dia	248,000	Spanish	Puerto Rico
San Juan Daily Star	62,000	English	Puerto Rico
Primera Hora	186,580	Spanish	Puerto Rico
Virgin Islands Daily News	18,300	English	U.S. Virgin Islands — St. Thomas
St. Croix Avis	14,000	English	U.S. Virgin-Islands — St. Croix

Combined, the territorial newspapers have a total circulation of 562,167 with over 1,292,000 readers.<sup>5</sup> Additionally, online display ads will run on each of the newspaper’s web properties.

<sup>4</sup> ComScore does not measure media in the territories, with the exception of Puerto Rico which is reported on a limited basis by age group.

<sup>5</sup> The number of readers is calculated using a pass-along factor of 2.3 readers in addition to the subscriber who reads the newspaper. See: National Newspaper Association, [nnaaweb.org/](http://nnaaweb.org/).

Digital media will run in English and Spanish.

### **OFFICIAL SETTLEMENT WEBSITE**

The Settlement Website will be established in accordance with the terms of the Settlement Agreement, at: [www. AirbagRecyclerSettlement.com](http://www.AirbagRecyclerSettlement.com) to enable potential Class Members to get information about the Settlement. Visitors will be able to obtain additional information about the Settlement and its benefits, including downloading Court documents related to the case and answers to Frequently Asked Questions. Additionally, Class Members will have the ability to send communications to Kroll's client service team through the website.

Further, the Settlement Website will allow Class Members to continue to obtain further information about the class action, their rights, and view Plaintiff's Motion for Approval of Expenses and Incentive Awards. The website will be accessible 24-hours a day, 7-days a week.

To ensure the Settlement Website remains active and responsive to search queries, the website shall be subject to search-engine optimization.

### **TOLL FREE INFORMATION LINE**

Additionally, Kroll will establish and maintain a 24-hour toll-free telephone line where callers may obtain information about the Settlement. Kroll will provide both automated and agent answered call center services. Live operators shall be available Monday through Friday, from 5:00 am to 5:00 pm, PST and shall be trained to respond to questions about the settlement, answer questions about the terms of the settlement, and address other material aspects of the Settlement. The phone number will also be configured to enable callers to leave a message after hours, which will be returned by Kroll the next business day.

### **CAFA NOTICE**

Pursuant to Section IV.G of the Settlement Agreement, Kroll will provide notice of the proposed Settlement under CAFA, 28 U.S.C. §1715(b), to appropriate state and federal government officials.

## **EXHIBIT 12**

# ELECTRONIC SETTLEMENT CLAIM FORM

*Auto Airbag Settlement for  
Automotive Salvage and/or Recyclers  
(Intact Recalled Takata Inflators)*

## A SETTLEMENT HAS BEEN CREATED, AND YOU MAY BE ENTITLED TO A CASH PAYMENT.

**Use this Claim Form only if:**

- (1) You are an automotive salvage and/or recycler that purchased a Subject Vehicle containing a Takata Inflator (as defined in the Settlement Agreement) and that currently engage, or at the time of said purchase, were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale, second-hand Takata Inflators and/or Takata Inflator-related component parts**
- (2) You have intact, recalled (as of the date of the Settlement Agreement) Takata Inflators;**
- (3) You are not otherwise excluded from the Class; and**
- (4) You otherwise meet the terms and conditions specified in this Claim Form and the Settlement Agreement.**

**IMPORTANT NOTE:** Some vehicles included in the Settlement will be recalled at a later date and others may not require a recall. Your receipt of a Settlement Notice does not mean your vehicle is subject to a recall. Please refer to Toyota, Lexus, and Scion's website, [www.Toyota.com/Recall](http://www.Toyota.com/Recall), or the National Highway Traffic Safety Administration's website, [www.SaferCar.gov](http://www.SaferCar.gov), for the latest information about Takata recalls and to determine if your vehicle is subject to a recall.

### INSTRUCTIONS FOR REGISTERING/SUBMITTING A CLAIM FOR A SETTLEMENT PAYMENT

**Please Read These Instructions Carefully**

1. Subject to certain limited exclusions, you are a person or entity eligible to submit a claim for a Settlement Payment if:
  - a. You are an Automotive Salvage and/or Recycler located in the United States, the District of Columbia, and the territories and possessions of the United States prior to the **date of the Preliminary Approval Order**.
  - b. "Automotive Salvage and/or Recyclers" means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.
  - c. "Inflator" or "Inflators" mean Takata PSAN inflators, which are all airbag inflators for driver- or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate ("PSAN"), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

# ELECTRONIC SETTLEMENT CLAIM FORM

## *Auto Airbag Settlement for Automotive Salvage and/or Recyclers*

### *(Intact Recalled Takata Inflators)*

2. To submit a claim for a Settlement Payment, you must:
  - a. Submit a Claim Form with required documentation online by visiting [www.coresupply.com](http://www.coresupply.com) or [www.rascorepro.com](http://www.rascorepro.com) (Go to Section I for instructions for the website); or
  - b. Submit a Claim Form with required documentation via smart phone application, RAS CorePro Mobile (Go to Section II for instructions for the website).
3. The deadline for submitting a Claim Form is two years from the date of implementation. Current date of implementation is anticipated to be [ESTIMATED DATE], but this date may move. Please periodically check the settlement website for updates.

**IMPORTANT: NO CLAIM FORMS MAY BE SUBMITTED AFTER THE FINAL CLAIM DEADLINE. THE DATE OF IMPLEMENTATION AND THE FINAL CLAIM DEADLINE ARE NOT YET KNOWN, BUT WILL BE POSTED PROMINENTLY ON THE SETTLEMENT WEBSITE, [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM), WHEN THEY ARE KNOWN.**

4. If you are the registered owner of more than one eligible Subject Vehicle, you may submit one Claim Form for multiple vehicles, providing information for each individual vehicle.
5. Capitalized terms in this Form have the same meaning as provided in the Settlement Agreement, which is available for download at [www.\[website\].com](http://www.[website].com). The Long Form Notice, which is also available for download at [www.\[website\].com](http://www.[website].com) or by calling 1-[number], also explains key terms of the Settlement, including the definition of Effective Date.
6. Provide all requested information in the instructions below to complete and submit your Claim(s) via a website or on a smart phone app.

**IMPORTANT: KEEP A COPY OF CONFIRMATION OF YOUR SUBMISSION ON EITHER THE WEBSITE OR THROUGH THE SMART PHONE APP. KEEP PAPER OR ELECTRONIC COPIES OF THE PHOTOGRAPHS THAT YOU SUBMIT WITH YOUR CLAIMS. IF YOUR CLAIM IS REJECTED FOR ANY REASON, YOU WILL BE NOTIFIED AND GIVEN AN OPPORTUNITY TO ADDRESS ANY DEFICIENCIES. THE SETTLEMENT CLAIMS ADMINISTRATOR'S DECISIONS REGARDING CLAIMS SUBMITTED BY CLASS MEMBERS IS FINAL AND CANNOT BE APPEALED.**

## SECTION I: WEBSITE INSTRUCTIONS

1. Sign in RAS's website:
  - a. If you have an account, go to [www.rascorepro.com](http://www.rascorepro.com) and Log In with Email/User Name & Password. If you have an account and forgot your password, you can also reset your password at this website.
  - b. If you do not yet have an account, register as a new user at

# ELECTRONIC SETTLEMENT CLAIM FORM

## *Auto Airbag Settlement for Automotive Salvage and/or Recyclers (Intact Recalled Takata Inflators)*

<http://www.rascorepro.com/Views/Register.aspx>.

- Answer whether you dismantle vehicles: yes or no
  - Submit following identifying information:
    - First Name
    - Last Name
    - Company Name
    - Address
    - City
    - Country
    - State
    - Zip Code
    - Phone Number
    - Fax (optional)
    - Email Address
    - Website (optional)
2. Enter Vehicle Identification Number(s) (“VIN(s)”) to search for your vehicle.
  3. Choose Driver or Passenger Inflator – Check the X to remove that the inflator is deployed
  4. Click Save Search
  5. Go to View Cart
    - a. Click on Individual Lines or Select all to select recalled Takata Inflator(s)
    - b. Answer whether airbag boxes are on pallet and shrink wrapped
    - c. Choose Requested Pick Up Date
    - d. Enter Shipping Notes, including
      - Number of Pallets
      - Number of Actual Boxes on Pallet
      - Your Name
      - Additional Instructions/Comments
    - e. Click to acknowledge shipping requirements
    - f. Click Attestation:
      - I affirm, under penalty of perjury and under the laws of the United States of America, that the information submitted for this Claim is true and correct to the best of my knowledge, information, and belief, and that I am the sole and exclusive owner of all claims being released by the Settlement. I understand that my Claim may be subject to audit, verification, and review by RAS, the Settlement Claims Administrator and Court. I also understand that, if my Registration/Claim Form is found to be fraudulent, I will not receive any payment from the Settlement Fund.
      - RAS is not liable for any airbags that are lost during shipment.



**ELECTRONIC SETTLEMENT CLAIM FORM**  
*Auto Airbag Settlement for Automotive Salvage  
and/or Recyclers  
(Intact Recalled Takata Inflators)*

- g. Click Submit Invoice
- Once your claim/invoice is submitted, you Recall Specialist/Accounting Manager will create and send a Bill of Lading (“BOL”) via email and arrange for a freight pickup of airbags. Print multiple copies of the BOL – 1 for the driver, 1 on each pallet, and one for your records.

**SECTION II: SMART PHONE APP INSTRUCTIONS**

1. Sign into the RAS Cores smart phone app:
  - a. If you have an account and forgot your password, you can reset your password on the app.
  - b. If you do not yet have an account, register as a new user on the app. In order to register for the app, you need to supply the following information.
    - Answer whether you dismantle vehicles: yes or no
    - Submit following identifying information:
      - First Name
      - Last Name
      - Company Name
      - Address
      - City
      - Country
      - State
      - Zip Code
      - Phone Number
      - Fax (optional)
      - Email Address
      - Website (optional)
2. Enter or Scan the VIN(s) using the App Internal Scanner to search for your vehicle.
3. For the Driver Inflator and Passenger Inflator, select
  - a. Good
  - b. Deployed
  - c. Missing
  - d. Ignore

**IF YOU SELECT A RESPONSE OTHER THAN “GOOD” STOP FOLLOWING THESE INSTRUCTIONS AND OBTAIN A CLAIM FORM FOR DEPLOYED AND/OR MISSING INFLATORS**

4. Select “Done”
5. Please follow the steps included on the apple before submitting your recall:

# ELECTRONIC SETTLEMENT CLAIM FORM

## *Auto Airbag Settlement for Automotive Salvage and/or Recyclers (Intact Recalled Takata Inflators)*

- a. Step 1: Tap the first picture on the app to take a picture of the complete dash
- b. Step 2: Tap the second picture on the app and take a picture of the vehicle VIN
- c.
6. Select "Next"
7. Once you have validated your inflators:
  - a. Remove the airbags
  - b. Write last six (60 of VIN on Airbag(s)
  - c. Select "Add to Cart"
8. Bag and Box your Airbag:
  - a. Step 1 – Tape Bottom of Box and affix Hazmat label (labels must be in diamond orientation



- b. Step 2 – Put Airbag into Pink Anti Static Bag and cinch with cable tie
  - c. Step 3 – Put Airbag into box with enough filler to limit bouncing of airbag
  - d. Step 4 – Tape top of box and add to pallet
  - e. Step 5 – Shrink wrap/strap pallet and airbags
- \* RAS will create the BOL (Bill of Lading) and arrange for pick-up of airbags (when you receive BOL in email, print enough copies for the driver, you, and one for each pallet)



9. Select Pencil (top left corner of screen)



10. Select Invoice

**ELECTRONIC SETTLEMENT CLAIM FORM**  
*Auto Airbag Settlement for Automotive Salvage  
and/or Recyclers  
(Intact Recalled Takata Inflators)*

11. Depending on what is in your cart:
- If you have items other than the recalled Takata Inflators in your cart, select the recalled Takata Inflators.
  - If you only have recalled Takata Inflators in your cart, select “Invoice ALL Recall Items in cart”



12. Select Invoice (again)
- If you already have boxes and your airbags are boxed and shrink wrapped, Select “Ready to Ship?”

**Note: DO NOT SELECT READY TO SHIP if you need boxes shipped to you.**

13. Select Create (in red):
- Confirm the following attestation:
    - I affirm, under penalty of perjury and under the laws of the United States of America, that the information in this Claim Form is true and correct to the best of my knowledge, information, and belief, and that I am the sole and exclusive owner of all claims being released by the Settlement. I understand that my Claim Form may be subject to audit, verification, and review by RAS, the Settlement Claims Administrator and Court. I also understand that, if my Claim Form is found to be fraudulent, I will not receive any payment from the Settlement Fund.
    - RAS is not liable for any airbags that are lost during shipment.

14. One you receive the Invoice Created alert, you will have the total dollar figure and Invoice(s) numbers. Screenshot this page for your records.

15. A RAS Representative will contact you to send boxes if you need them.

Choose Requested Pick Up Date

- Enter Shipping Notes, including
  - Number of Pallets
  - Number of Actual Boxes on Pallet
  - Your Name
  - Additional Instructions/Comments
- Click to acknowledge shipping requirements

## **EXHIBIT 13**

**ELECTRONIC SETTLEMENT CLAIM FORM**  
**Auto Airbag Settlement for**  
**Automotive Salvage and/or Recyclers**  
**(Missing/Deployed Recalled Takata Inflators)**

**A SETTLEMENT HAS BEEN CREATED, AND YOU  
MAY BE ENTITLED TO A CASH PAYMENT.**

**Use this Claim Form only if:**

- (1) You are an automotive salvage and/or recycler that purchased a Subject Vehicle containing a Takata Inflator (as defined in the Settlement Agreement) and that currently engage, or at the time of said purchase, were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale, second-hand Takata Inflators and/or Takata Inflator-related component parts**
- (2) You have vehicles with missing and/or deployed, recalled (as of the date of the Settlement Agreement) Takata Inflators;**
- (3) You are not otherwise excluded from the Class; and**
- (4) You otherwise meet the terms and conditions specified in this Claim Form and the Settlement Agreement.**

**IMPORTANT NOTE:** Some vehicles included in the Settlement will be recalled at a later date and others may not require a recall. Your receipt of a Settlement Notice does not mean your vehicle is subject to a recall. Please refer to Toyota, Lexus, and Scion's website, [www.Toyota.com/Recall](http://www.Toyota.com/Recall), or the National Highway Traffic Safety Administration's website, [www.SaferCar.gov](http://www.SaferCar.gov), for the latest information about Takata recalls and to determine if your vehicle is subject to a recall.

**INSTRUCTIONS FOR REGISTERING/SUBMITTING A CLAIM  
FOR A SETTLEMENT PAYMENT**

**Please Read These Instructions Carefully**

1. Subject to certain limited exclusions, you are a person or entity eligible to submit a claim for a Settlement Payment if:
  - a. You are an Automotive Salvage and/or Recycler located in the United States, the District of Columbia, and the territories and possessions of the United States prior to the **date of the Preliminary Approval Order**.
  - b. "Automotive Salvage and/or Recyclers" means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.
  - c. "Inflator" or "Inflators" mean Takata PSAN inflators, which are all airbag inflators for driver- or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate ("PSAN"), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

2. To submit a claim for a Settlement Payment, you must submit a Claim Form with required documentation via smart phone application, RAS CorePro Mobile.
3. The deadline for submitting a Claim Form is two years from the date of implementation. Current date of implementation is anticipated to be [ESTIMATED DATE], but this date may move. Please periodically check the settlement website for updates.

**IMPORTANT: NO CLAIM FORMS MAY BE SUBMITTED AFTER THE FINAL CLAIM DEADLINE. THE DATE OF IMPLEMENTATION AND THE FINAL CLAIM DEADLINE ARE NOT YET KNOWN, BUT WILL BE POSTED PROMINENTLY ON THE SETTLEMENT WEBSITE, WWW.[WEBSITE].COM, WHEN THEY ARE KNOWN.**

4. If you are the registered owner of more than one Subject Vehicle, you may submit one Claim Form for multiple vehicles, providing information for each individual vehicle.
5. Capitalized terms in this Form have the same meaning as provided in the Settlement Agreement, which is available for download at [www.\[website\].com](http://www.[website].com). The Long Form Notice, which is also available for download at [www.\[website\].com](http://www.[website].com) or by calling 1-[number], also explains key terms of the Settlement, including the definition of Effective Date.
6. Provide all requested information in the instructions below to complete and submit your Claim(s) via a website or on a smart phone app.

**IMPORTANT: KEEP A COPY OF CONFIRMATION OF YOUR SUBMISSION ON EITHER THE WEBSITE OR THROUGH THE SMART PHONE APP. KEEP PAPER OR ELECTRONIC COPIES OF THE PHOTOGRAPHS THAT YOU SUBMIT WITH YOUR CLAIMS. IF YOUR CLAIM IS REJECTED FOR ANY REASON, YOU WILL BE NOTIFIED AND GIVEN AN OPPORTUNITY TO ADDRESS ANY DEFICIENCIES. THE SETTLEMENT CLAIMS ADMINISTRATOR'S DECISIONS REGARDING CLAIMS SUBMITTED BY CLASS MEMBERS IS FINAL AND CANNOT BE APPEALED.**

## SECTION I: SMART PHONE APP INSTRUCTIONS

1. Sign into the RAS Cores smart phone app:
  - a. If you have an account and forgot your password, you can reset your password on the app.
  - b. If you do not yet have an account, register as a new user on the app. In order to register for the app, you need to supply the following information.
    - Answer whether you dismantle vehicles: yes or no
    - Submit following identifying information:
      - First Name
      - Last Name

# ELECTRONIC SETTLEMENT CLAIM FORM

## Auto Airbag Settlement for Automotive Salvage and/or Recyclers (Missing/Deployed/Recalled Takata Inflators)

- Company Name
- Address
- City
- Country
- State
- Zip Code
- Phone Number
- Fax (optional)
- Email Address
- Website (optional)

2. Enter or Scan the VIN(s) using the App Internal Scanner to search for your vehicle.
3. For the Driver Inflator and Passenger Inflator, select
  - a. Good
  - b. Deployed
  - c. Missing
  - d. Ignore

**IF YOU SELECT A RESPONSE OTHER THAN “DEPLOYED” OR “MISSING”  
STOP FOLLOWING THESE INSTRUCTIONS AND OBTAIN A CLAIM FORM  
FOR INTACT INFLATORS**

4. Select “Done”
5. Please follow the steps included on the app before submitting your recall:
  - a. Step 1: Tap the first picture on the app to take a specified, geotagged picture of the complete dash
  - b. Step 2: Tap the second picture on the app and take a specified, geotagged picture of the vehicle VIN
  - c. Step 3: Take additional specified, geotagged photos as prompted
6. Select “Next”



7. Select Pencil (top left corner of screen)



8. Select Invoice
9. Depending on what is in your cart:
  - a. If you have items other than the recalled Takata Inflators in your cart, select the recalled Takata Inflators.
  - b. If you only have recalled Takata Inflators in your cart, select ““Invoice ALL Recall Items in cart”





10. Select Invoice (again)

11. Select Create (in red):

a. Confirm the following attestation:

- I affirm, under penalty of perjury and under the laws of the United States of America, that the information in this Claim Form is true and correct to the best of my knowledge, information, and belief, and that I am the sole and exclusive owner of all claims being released by the Settlement. I understand that my Claim Form may be subject to audit, verification, and review by RAS, the Settlement Claims Administrator and Court. I also understand that, if my Claim Form is found to be fraudulent, I will not receive any payment from the Settlement Fund.
- RAS is not liable for any airbags that are lost during shipment.

12. One you receive the Invoice Created alert, you will have the total dollar figure and Invoice(s) numbers. Screenshot this page for your records.

**EXHIBIT B**

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

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**SETTLEMENT AGREEMENT**

---

**Table of Contents**

	<b>Page</b>
I. PROCEDURAL HISTORY.....	2
II. DEFINITIONS.....	5
III. SETTLEMENT RELIEF .....	11
IV. NOTICE TO THE CLASS .....	15
V. REQUESTS FOR EXCLUSION.....	19
VI. OBJECTIONS TO SETTLEMENT .....	20
VII. RELEASE AND WAIVER .....	22
VIII. ATTORNEYS’ COSTS AND EXPENSES.....	27
IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS.....	28
X. MODIFICATION OR TERMINATION OF THIS AGREEMENT .....	31
XI. GENERAL MATTERS AND RESERVATIONS.....	33

**TABLE OF EXHIBITS**

<b><u>Document</u></b>	<b><u>Exhibit Number</u></b>
List of Actions in the <i>Takata</i> MDL.....	1
Direct Mailed Notice.....	2
National Highway Traffic Safety Administration’s (“NHTSA”) Third Amendment to the Coordinated Remedy Order, dated December 9, 2016 .....	3
Final Judgment.....	4
Final Order .....	5
Long Form Notice .....	6
Preliminary Approval Order .....	7
Publication Notice.....	8
List of Subject Vehicles .....	9
National Highway Traffic Safety Administration’s (“NHTSA”) Consent Orders dated May 18, 2015 and November 3, 2015 .....	10
Settlement Notice Administrator’s Declaration and Notice Plan .....	11
Claim Forms.....	12 and 13

**WHEREAS**, Settlement Class Counsel (all terms defined below) and other counsel who have appeared in these Actions have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the claims, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens and costs of further prosecution of their claims, and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Recycler Plaintiffs and the Class;

**WHEREAS**, as a result of extensive arm's-length negotiations, the Recycler Plaintiffs, Settlement Class Counsel and Subaru have entered into this Agreement, which will resolve all economic loss claims that were or could have been asserted against Subaru by the Recycler Plaintiffs in the Actions;

**WHEREAS**, Subaru, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the claims, and for the purpose of resolving all economic loss claims and controversies that were or could have been asserted by the Recycler Plaintiffs and the Class in the Actions, for good and valuable consideration, and without any admission of liability or wrongdoing, desires to enter into this Agreement;

**WHEREAS**, Settlement Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of the Recycler Plaintiffs and the Class, and that Settlement Class Counsel have consulted with and confirmed that all Recycler Plaintiffs support and agree to the terms of this Agreement; and

**WHEREAS**, it is agreed that this Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or

wrongdoing whatsoever, by Subaru or any of the Released Parties, or of the truth or legal or factual validity or viability of any of the claims the Recycler Plaintiffs have or could have asserted, which claims and all liability therefore are expressly denied;

**NOW, THEREFORE**, without any admission or concession by the Recycler Plaintiffs or Settlement Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by Subaru of any liability or wrongdoing or lack of merit in its defenses, in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Court, Plaintiffs, Settlement Class Counsel and Subaru agree as follows:

**I. PROCEDURAL HISTORY**

A. On October 27, 2014, various individual plaintiffs (the “Consumer Economic Loss Plaintiffs”) filed a class action complaint in *Craig Dunn, et al. v. Takata Corp., et al.*, No. 1:14-cv-24009 (S.D. Fla.) (“Consumer Economic Loss Class Actions”), alleging, among other things, that certain automotive companies manufactured, distributed, or sold certain vehicles containing allegedly defective airbag inflators manufactured by Takata that allegedly could, upon deployment, rupture and expel debris into the occupant compartment and/or otherwise affect the airbag’s deployment, and that the Consumer Economic Loss Plaintiffs sustained economic losses as a result.

B. The Judicial Panel on Multidistrict Litigation subsequently consolidated the action for pretrial proceedings with additional class and individual actions alleging similar or identical claims in *In re Takata Airbag Products Liability Litigation*, No. 1:15-md-02599-FAM (S.D. Fla.) (MDL 2599), pending before the Honorable Judge Federico A. Moreno in the United States District Court for the Southern District of Florida.

C. On March 17, 2015, the Court entered an Order Appointing Plaintiffs’ Counsel and Setting Schedule, which designated Peter Prieto of Podhurst Orseck, P.A. as Chair Lead Counsel,



David Boies of Boies Schiller and Flexner, LLP, and Todd A. Smith of Power Rogers & Smith, PC, as Co-Lead Counsel in the Economic Loss track; Curtis Miner of Colson Hicks Eidson as Lead Counsel for the Personal Injury track; and Roland Tellis of Baron & Budd P.C., James Cecchi of Carella Byrne Cecchi Olstein P.C., and Elizabeth Cabraser of Lieff, Cabraser, Heimann & Bernstein, LLP as Plaintiffs' Steering Committee members.

D. The Consumer Economic Loss Plaintiffs filed their Second Amended Consolidated Class Action Complaint on June 15, 2015. In response, Defendants filed ten motions to dismiss. In ruling on these motions, the Court dismissed the claims brought by the Plaintiffs on standing grounds. However, in its April 22, 2016 Order Regarding Future Amended Complaint, the Court explained that Plaintiffs may amend dismissed counts, specifically referencing the Plaintiffs' claims.

E. On January 13, 2017, the Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it "knowingly devised and participated in a scheme to obtain money and enrich Takata by, among other things, inducing the victim OEMs to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were." On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud before U.S. District Judge George Caram Steeh, as part of a settlement with the U.S. Department of Justice. *See U.S. v. Takata Corp.*, No. 2:16-cr-20810-GCS-EAS, Dkt. No. 23 (E.D. Mich. Feb. 27, 2017).

E. On May 18, 2017, Subaru and the Consumer Economic Loss Plaintiffs reached a settlement agreement. After a preliminary approval hearing on June 9, 2017, the Court approved

the settlement, preliminarily certified the class, and approved of the proposed class notice. Following the Parties' consummation of the proposed notice program and settlement relief and a Fairness Hearing on October 25, 2017, the Court finally approved the settlement agreement between the Consumer Economic Loss Plaintiffs and Subaru on November 1, 2017.

F. The Recycler Plaintiffs filed their First Amended Consolidated Class Action Complaint against Defendants on May 18, 2018. On August 20, 2018, the Automotive Defendants filed multiple Motions to Dismiss. The Court granted in part and denied in part the Motions to Dismiss on March 9, 2021. The Court dismissed the following claims against Subaru: RICO claim for the nationwide class; Lanham Act for all Recycler Plaintiffs; Fraudulent Concealment and Fraudulent Misrepresentation claims for Tennessee and North Carolina; Violation of the Georgia Uniform Deceptive Trade Practices Act; and Violation of the Tennessee Consumer Protection Act. The claims remaining against Subaru are: Violation of Florida's Deceptive and Unfair Trade Practices Act; Violation of the North Carolina Unfair and Deceptive Trade Practices Act; Violation of the Tennessee Consumer Protection Act (dismissed by the Court but still pled in the Second Amended Complaint); and Fraudulent Concealment and Fraudulent Misrepresentation claims under Georgia, Florida, Missouri, Texas, and Virginia law.

G. On April 24, 2021, the Plaintiffs filed a Second Amended Class Action Complaint ("SACAC"). The SACAC was corrected on May 7, 2021, and this is the operative pleading for the Recycler Plaintiffs' claims at this time. Subaru answered the SACAC on May 21, 2021.

H. On May 18, 2021, the Parties filed an Unopposed Motion for Entry of Scheduling Order. The Court issued an Order Entering Scheduling Order on July 23, 2021, and granted the parties' Joint Motion to Extend Pretrial Deadlines and Modify the Scheduling Order for Recycler Claims on February 9, 2021. In the recycler actions, discovery is on-going in addition to the discovery that has previously occurred. A trial date is not yet scheduled.

I. In the Consumer Economic Loss Class Actions, over one million documents were produced, more than 70 class representatives were deposed, and at least ten Takata and 18 Automotive Defendant representatives were deposed.

## II. DEFINITIONS

A. As used in this Agreement and the attached exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference), the following terms have the following meanings, unless this Agreement specifically provides otherwise:

1. “Action” or “Actions” means, individually and collectively, all class, mass and individual actions asserting economic loss claims filed by the Class, and/or any Class Members that are consolidated for pretrial proceedings in the United States District Court for the Southern District of Florida in *In re: Takata Airbag Products Liability Litigation*, Case No. 1:15-md-02599-FAM (“*Takata MDL*”), which are listed in Exhibit 1 hereto, or that may be consolidated into the *Takata MDL* prior to the entry of the Final Order.

2. “Agreement” or “Settlement Agreement” means this Settlement Agreement and the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments, which are the settlement (the “Settlement”).

3. “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court to compensate any and all attorneys in this Action representing the Recycler Plaintiffs who have assisted in conferring the benefits upon the Class under this Settlement for their fees and expenses in connection with the Settlement, as described in Section VIII of this Agreement.

4. “Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or

recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.

5. “Claim Forms” shall be those documents, substantially in the form attached as Exhibits 12 and 13, that Class Members shall use to participate in the Enhanced Inflator Recovery Program.

6. “Claim Period” means the time period in which Class Members may submit Claims for review by RAS and payment from Subaru. The Claim Period shall run for a total of two (2) years, measured from the date of implementation of the Enhanced Inflator Recovery Program.

7. “Claims Process” means the process for submitting, reviewing, and paying approved claims as described in this Agreement, and as further determined by the Settlement Claims Administrator.

8. “Class” or “Class Members” means, for settlement purposes only, all Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Subaru, their officers, directors and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and Subaru’s Retailers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class. A list of potential Class Members will be subsequently provided by Settlement Class Counsel.

9. “Class Notice” means the notice program described in Section IV.

10. “Court” means the United States District Court for the Southern District of Florida.

11. “Direct Mailed Notice” means the Direct Mailed Notice substantially in the form as attached hereto as Exhibit 2.

12. “Effective Date” means the latest date on which the Final Order and/or Final Judgment approving this Agreement becomes final. For purposes of this Agreement:

(a) if no appeal has been taken from the Final Order and/or Final Judgment, “Effective Date” means the date on which the time to appeal therefrom has expired; or

(b) if any appeal has been taken from the Final Order and/or Final Judgment, “Effective Date” means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc and petitions for a writ of certiorari to the Supreme Court of the United States or any other form of review, have been finally disposed of in a manner that affirms the Final Order or Final Judgment; or

(c) if Settlement Class Counsel and Subaru agree in writing, the “Effective Date” can occur on any other agreed date.

13. “Enhanced Inflation Recovery Program” means the program discussed in Section III.C. of this Agreement.

14. “Excluded Parties” includes (i) Takata Corporation, TK Holdings, Inc., and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and agents; and (ii) other than Subaru and, subject to Section VII.C, all other automotive manufacturers, including the automotive manufacturers and distributors referenced in the December 9, 2016 Third Amendment to the Coordinated Remedy Order, and

each of their past, present and future parents, predecessors, successors, spin-offs, assigns, distributors, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and agents. For the avoidance of any doubt, Excluded Parties shall include all Defendants named in the Action except for Subaru, subject to Section VII.C.

15. “Fairness Hearing” means the hearing at which the Court will determine whether to finally approve this Agreement as fair, reasonable, and adequate.

16. “Final Judgment” means the Court’s final judgment, issued after the final approval hearing, as described in Section IX.B. of this Agreement, which is to be consistent with the form attached hereto as Exhibit 4.

17. “Final Order” means the Court’s order approving the Settlement and this Agreement, as described in Section IX.B. of this Agreement, which is to be consistent with the form attached hereto as Exhibit 5.

18. “Inflator” or “Inflators” mean Takata PSAN inflators, which are all airbag inflators for driver or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate (“PSAN”), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

19. “Long Form Notice” means the notice substantially in the form attached hereto as Exhibit 6.

20. “Notice Program” means the program and components to disseminate notice to the Class as further discussed in Section IV of this Agreement.

21. “Parties” means the Recycler Plaintiffs, through Settlement Class Counsel and Subaru collectively, and “Party” means one of them.

22. “Preliminary Approval Order” means the order, which, if approved, will be entered by the Court preliminarily approving the Settlement as outlined in Section IX.A. of this Agreement, which order shall be substantially in the form attached hereto as Exhibit 7.

23. “Publication Notice” means the publication notice substantially in the form attached hereto as Exhibit 8.

24. “Rebuilders Automotive Supply, Inc.” or “RAS” means the entity that shall be part of the implementation of the Enhanced Inflator Recovery Program.

25. “Recycler Plaintiffs” means 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.; Quartno’s Auto Salvage; and Young’s Auto Center and Salvage, LP.

26. “Release” means the release and waiver set forth in Section VII of this Agreement and in the Final Order and Final Judgment.

27. “Released Parties” or “Released Party” means Subaru, Subaru of Indiana Automotive, Inc., North American Subaru, Inc., formerly known as Fuji Heavy Industries U.S.A., Inc., and each of its past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including the Subaru Retailers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and subdistributors, repairers, agents, attorneys, insurers, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name in this



Agreement. Notwithstanding the foregoing, “Released Parties” does not include the Excluded Parties.

28. “Settlement Claims Administrator” means the Court-appointed third-party agent or administrator agreed to by the Parties and appointed by the Court to oversee and administer the Enhanced Inflator Recovery Program. The Parties agree that RAS shall serve as Settlement Claims Administrator, subject to approval by the Court.

29. “Settlement Class Counsel” means, collectively, Podhurst Orseck, P.A. (Court-appointed Chair Lead Counsel); Boies, Schiller & Flexner L.L.P. and Power, Rogers and Smith, P.C. (Court-appointed Co-Lead Counsel for the Economic Loss Track); and Baron & Budd P.C., Carella Byrne Cecchi Olstein P.C., and Lief Cabraser Heimann & Bernstein, LLP (Court-appointed Plaintiffs’ Steering Committee) on behalf of the Plaintiffs in the *Takata* MDL.

30. “Settlement Notice Administrator” means the Court-appointed third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the Publication Notice and consult on Class Notice. The Parties agree that Kroll Notice Media shall serve as Settlement Notice Administrator, subject to approval by the Court.

31. “Subaru” means Subaru of America, Inc. and Fuji Heavy Industries Ltd., currently known as Subaru Corporation, and any and all other Subaru affiliates and authorized Subaru dealerships.

32. “Subaru Retailer” means authorized Subaru retailers/dealers in the United States and all of its territories and possessions.

33. “Subaru’s Counsel” means Michael B. Gallub and Homer B. Ramsey of Herzfeld & Rubin, P.C.

34. “Subject Vehicles” means those Subaru and Saab vehicles listed on Exhibit 9 that contain or contained Takata phase stabilized ammonium nitrate (“PSAN”) inflators in their

driver or passenger front airbag that (i) have been recalled, or (ii) may be recalled or contain a desiccant and that may be subject to future recall as referenced in the National Highway Traffic Safety Administration's ("NHTSA") Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto, as indicated in Exhibit 10.

35. "Takata" means Takata Corporation, TK Holdings, Inc., Takata AG, and their affiliates and related entities involved in the design, testing, manufacture, sale and distribution of Takata PSAN inflators and inflator modules.

36. "Takata Airbag Inflator Recall(s)" or "Recall(s)" means all past, present, and future recalls as referenced in NHTSA's Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto, related to Takata PSAN inflators, whether desiccated or non-desiccated, in the driver or passenger front airbag in the Subject Vehicles.

B. Other capitalized terms used in this Agreement but not defined in this Section II shall have the meanings ascribed to them elsewhere in this Agreement. Unless the context requires otherwise, references in this Agreement to the singular shall include the plural and references to the plural shall include the singular.

C. The terms "he or she" and "his or her" include "it" or "its" where applicable.

### **III. SETTLEMENT RELIEF**

A. In consideration for the dismissal of the Action against Subaru with prejudice, as contemplated in this Agreement, and for the full and complete Release, Final Order and Final Judgment provided below, Subaru agrees to provide the following:

B. Payments Made by Subaru

1. Subaru shall, not later than 21 calendar days after the Court issues the preliminary approval order, make a payment not to exceed \$32,000.00 sufficient to pay for all notice and related costs, as directed by the Settlement Notice Administrator. This payment shall

take into account any other settling Automotive Defendants for common expenses and costs, as indicated below. If the Court does not grant final approval to the settlement, Subaru shall be refunded any remaining portion of this initial payment. In any event, if the initial payment exceeds the total notice cost, Subaru shall be refunded the difference.

2. It is expressly understood that should other Automotive Defendants enter into settlement agreements in the Action, the settlements shall be kept separate. However, any common expenses and costs including but not limited to, costs for Publication Notice and common settlement administration, will be shared by the settling Automotive Defendants on a *per capita* basis.

3. Subaru shall separately pay, on an on-going basis, the costs related to the Enhanced Inflator Recovery Program.

C. Enhanced Inflator Recovery Program

1. Pursuant to the Enhanced Inflator Recovery Program and at Subaru's direction, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy airbag assemblies containing Inflators (or, if required or directed by RAS, the airbag modules containing Inflators) in or from Class Members' Subject Vehicles that have been recalled as of the date of this Agreement. This Enhanced Inflator Recovery Program does not apply to Inflators that were previously recovered and purchased by Subaru under a separate program administered by the Settlement Claims Administrator. This Enhanced Inflator Recovery Program excludes Inflators that have not been recalled as of the date of this Agreement.

2. If the Inflators in Class Members' Subject Vehicles that have been recalled as of the date of this Agreement have deployed or are missing, the Settlement Claims Administrator shall, to the extent reasonably practicable, locate and identify such Inflators and request the Class

Member to submit specific geotagged pictures and documentation, as per RAS's requirements, for verification of such deployed or missing Inflators.

3. To the extent reasonably practicable, a website for the Enhanced Inflator Recovery Program shall be created ("Settlement Website") and overseen by the Settlement Claims Administrator which will (i) make available to Class Members information applicable to Subject Vehicles; (ii) allow Class Members to upload batches of VINs for batch processing and comparison to a list of VINs maintained by the Settlement Claims Administrator to determine which, if any, Inflators are subject to purchase under the Inflator Recovery Program; (iii) direct Class Members to submit claims under the Inflator Recovery Program for the purchase of Inflators in Subject Vehicles that have been recalled as of the date of this Agreement or payment for deployed or missing Inflators in Subject Vehicles that have been recalled as of the date of this Agreement; and (iv) allow Class Members to submit claims under the Inflator Recovery Program at/after the Effective Date.

4. For implementation of the Inflator Recovery Program for recovered airbag assemblies containing Inflators (for recovery of undeployed Inflators, the airbag module containing Inflators), Subaru, through the Settlement Claims Administrator, shall pay to the eligible Class Member a total of \$69.00 for a passenger side Inflator (or airbag module containing an Inflator), which is 15% more per recovered Inflator (or airbag module containing an Inflator) than Subaru currently (as of the Effective Date of this Agreement, unless implemented earlier) pays under its existing, separate program to recover Takata inflators that is administered by the Settlement Claims Administrator.

5. For implementation of the Inflator Recovery Program for deployed or missing Inflators, Subaru, through the Settlement Claims Administrator, shall pay to the eligible Class Member a total of \$17.25 per Inflator. Currently, as of the date this Agreement is executed,

Subaru does not pay for deployed or missing Inflators under its existing, separate program to recover Takata inflators that it administers by the Settlement Claims Administrator.

6. The Settlement Claims Administrator shall coordinate with, notify, and provide monthly updates to Subaru regarding the results of the implementation of the Inflator Recovery Program. Subaru's Counsel shall provide quarterly updates to Settlement Class Counsel of the results of the Inflator Recovery Program, but not more often than quarterly.

7. Subaru shall enter into a written, legally enforceable agreement with RAS (the "RAS Inflator Recovery Program Agreement") that memorializes the terms of the Inflator Recovery Program as described in Sections III.C.1-6 above. Subaru shall have a continuing obligation until the termination of the Enhanced Inflator Recovery Program to periodically monitor RAS's compliance with the terms of the RAS Inflator Recovery Program Agreement. If Subaru determines that RAS has breached the agreement, Subaru shall take necessary and reasonable steps to enforce the terms of the RAS Inflator Recovery Program Agreement. Subaru will provide Settlement Class Counsel with a copy of the agreement within a week of its execution and Settlement Class Counsel shall keep this agreement confidential.

8. The Inflator Recovery Program shall run for a total of two (2) years, measured from the date of implementation.

9. Subaru, at its sole discretion, may implement the Inflator Recovery Program prior to the occurrence of the Effective Date.

10. To the extent practicable for the provisions of this subsection, the duties of the Settlement Claims Administrator are to receive, review, and process the claims submitted to the Inflator Recovery Program by Class Members ("Claims") to determine whether Claims satisfy the criteria for payment from the Enhanced Inflator Recovery Program specified in this Agreement. For validated Claims, the Settlement Claims Administrator shall request funding from

Subaru for payment to the eligible Class Members for the validated Claims for the Subject Vehicles. For deficient Claims, the Settlement Claims Administrator shall provide a notice of deficiency to the Class Members describing the deficiency(ies) and providing the Class Member with a forty-five (45) days, measured from the date of the notice of deficiency, to cure the defect to make the Claims eligible for payment. If the Claims are not cured within that time, the Claims shall be denied. The Settlement Claims Administrator shall have the authority to determine whether the Claims are complete, timely, and valid/deficient/invalid in accordance with this Agreement and its decision shall be final and not appealable. The Settlement Claims Administrator shall provide periodic reports to counsel for Subaru and Settlement Class Counsel, but not more often than quarterly.

#### **IV. NOTICE TO THE CLASS**

##### **A. Components of Class Notice**

1. Class Notice will be accomplished through a combination of the Direct Mailed Notices, Publication Notice, notice through the Settlement website, a Long Form Notice, and other applicable notice, each of which is described below, as specified in the Preliminary Approval Order, the Declaration of the proposed Settlement Notice Administrator and the Notice Plan (attached hereto as Exhibit 11). This notice is intended to comply with all applicable laws, including but not limited to, Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule.

##### **B. Publication Notice**

The Settlement Notice Administrator shall cause the publication of the Publication Notice as described in the Declaration of the proposed Settlement Notice Administrator and in such additional newspapers, magazines and/or other media outlets as shall be agreed upon by the Parties. The form of Publication Notice agreed upon by the Parties is in the form substantially

similar to the one attached to the Agreement as Exhibit 8.

C. Website

The Settlement Notice Administrator shall establish a Settlement website that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court. The Settlement website will contain a section with Frequently Asked Questions.

D. Direct Mailed Notice

The Settlement Notice Administrator shall send the Direct Mailed Notice, substantially in the form attached hereto as Exhibit 2, by U.S. Mail, proper postage prepaid, to Class Members, whose addresses shall be obtained through the use of reasonable efforts. The Direct Mailed Notice shall inform potential Class Members on how to obtain the Long Form Notice from the Settlement website, through regular mail or from a toll-free telephone number. In addition, the Settlement Notice Administrator shall: (a) re-mail any Direct Mailed Notices returned by the United States Postal Service with a forwarding address; (b) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses and promptly mail copies of the applicable notice to any better addresses so found. The Direct Mailed Notice shall also be available on the Settlement website.

E. Long Form Notice

The Long Form Notice shall be in a form substantially similar to the document attached to this Agreement as Exhibit 6, and shall advise Class Members of the following:

1. General Terms: The Long Form Notice shall contain a plain and concise description of the nature of the Actions, the history of the litigation, the preliminary certification



of the Class for settlement purposes, and the proposed Settlement, including information on the identity of Class Members, how the proposed Settlement would provide relief to Class Members, what claims are released under the proposed Settlement and other relevant terms and conditions.

2. Opt-Out Rights: The Long Form Notice shall inform Class Members that they have the right to opt out of the Settlement.

3. Objection to Settlement: The Long Form Notice shall inform Class Members of their right to object to the proposed Settlement and appear at the Fairness Hearing. The Direct Mailed Notice shall provide the deadlines and procedures for exercising these rights.

4. Fees and Expenses: The Long Form Notice shall inform Class Members about the amounts that may be sought by Settlement Class Counsel as Attorneys' Fees and Expenses and individual awards to the Plaintiffs and shall explain that such fees and expenses – as awarded by the Court.

F. Toll-Free Telephone Number

The Settlement Notice Administrator shall establish a toll-free telephone number that will provide settlement-related information to Class Members using an Interactive Voice Response system, with an option to speak with live operators.

G. Class Action Fairness Act Notice

The Settlement Notice Administrator shall send to each appropriate State and Federal official the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms.

H. Duties of the Settlement Notice Administrator

1. The Settlement Notice Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Direct Mailed Notices; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any Direct Mailed Notices returned without a forwarding address;

(d) making any additional mailings required under the terms of this Agreement; (e) responding to requests for Direct Mailed Notice; (f) receiving and maintaining any Class Member correspondence regarding requests for exclusion and/or objections to the Settlement; (g) forwarding written inquiries to Settlement Class Counsel or their designee for a response, if warranted; (h) establishing a post office box for the receipt of any correspondence; (i) responding to requests from Settlement Class Counsel and/or Subaru's Counsel; (j) establishing a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Actions and the Settlement; and (k) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement.

2. The Settlement Notice Administrator shall be responsible for arranging for the publication of the Publication Notice, establishing internet banner notifications and for otherwise implementing the notice program. The Settlement Notice Administrator shall coordinate its activities to minimize costs in effectuating the terms of this Agreement.

3. The Parties, through their respective counsel, may agree to remove and replace the Settlement Notice Administrator, subject to Court approval. Disputes regarding the retention or dismissal of the Settlement Notice Administrator shall be referred to the Court for resolution.

4. The Settlement Notice Administrator may retain one or more persons to assist in the completion of its responsibilities.

5. Not later than 21 days before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court (a) a list of those Class Members that have opted out or excluded themselves from the Settlement; and (b) a declaration confirming that the Notice Program has been implemented pursuant to its terms, including the details outlining the scope, method and results of the Notice Program.

6. The Settlement Notice Administrator and the Parties, through their respective counsel, shall promptly, after receipt, provide copies of any requests for exclusion, objections, and/or related correspondence to each other.

I. Self-Identification

Persons or entities who or which believe that they are Class Members may contact Settlement Class Counsel or the Settlement Notice Administrator and provide necessary documentation establishing that they are, in fact, Class Members and indicating that they wish to be eligible for the relief provided in this Agreement.

J. Subaru's Counsel shall provide to the Settlement Notice Administrator, within 20 days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending economic-loss litigation against Subaru relating to Takata airbag inflator claims involving the Subject Vehicles and/or otherwise covered by the Release, other than those counsel in the Actions.

V. **REQUESTS FOR EXCLUSION**

A. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Settlement Notice Administrator at the address provided in the Long Form Notice, postmarked on or before a date ordered by the Court specifying that he or she wants to be excluded and otherwise complying with the terms stated in the Long Form Notice and Preliminary Approval Order. The Settlement Notice Administrator shall forward copies of any written requests for exclusion to Settlement Class Counsel and Subaru's Counsel. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VI.

B. Any potential Class Member who does not file a timely written request for exclusion as provided in this Section V shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Order and Final Judgment in the

Actions, even if he or she has litigation pending or subsequently initiates litigation against Subaru or the Released Parties asserting the claims released in Section VII of the Agreement.

**VI. OBJECTIONS TO SETTLEMENT**

A. Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses, or the individual awards to the Plaintiffs, must deliver to Settlement Class Counsel identified in the Class Notice and to Subaru's Counsel, and file with the Court, on or before a date ordered by the Court in the Preliminary Approval Order a written statement of his or her objections. The written objection of any Class Member must include: (a) a heading which refers to the *Takata* MDL; (b) the objector's full name, telephone number, and address (the objector's actual residential address must be included); (c) an explanation of the basis upon which the objector claims to be a Class Member, including at least one VIN of the objector's Subject Vehicle(s); (d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel; (e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (f) if represented by counsel, the full name, telephone number, and address of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (g) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's

prior such objections that were issued by the trial and appellate courts in each listed case; (h) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity; (i) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel; (j) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (k) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and (l) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient). Any documents supporting the objection must also be attached to the objection.

B. Any Class Member who files and serves a written objection, as described in the preceding Section VI.A, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses or awards to the individual Plaintiffs. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to one of Settlement Class Counsel identified in the Class Notice and to Subaru's Counsel, and file the notice with the Court, on or before a date ordered by the Court.

C. Any Class Member who fails to comply with the provisions of Sections VI.A and VI.B above shall waive any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and the Final Judgment in the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of this Section VI. Without limiting the foregoing, any challenge to the Settlement, Final Approval Order or Final Judgment shall be pursuant to appeal under the Federal Rules of

Appellate Procedure and not through a collateral attack.

D. Any Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement is approved, as long as the objecting Class Member complies with all requirements of this Agreement applicable to Class Members.

**VII. RELEASE AND WAIVER**

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.

B. In consideration for the relief provided above, the Recycler Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind and/or type regarding the subject matter of the Actions and/or the subject Inflatons, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert and/or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, and/or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other

common law, statutory, and/or equitable relief theories, or from any other source, and any claim or potential claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles' airbags containing desiccated or non-desiccated driver's or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged or described in the Actions or any amendments of the Actions.

C. Notwithstanding the definition of Excluded Parties, the foregoing release set forth in Section VII.B above shall extend to the Released Parties with respect to the 2005 and 2006 Saab 9-2X vehicles and to General Motors Corp. and its affiliates, to General Motors LLC, General Motors Holdings LLC, and General Motors Company and their affiliates (the Old and New and related entities) and to Saab Automobile AB, and to all related corporate entities. Any claims against General Motors (the Old and New and related entities) and/or Saab Automobile AB, and all related corporate entities, with respect to any other vehicles are not released and are expressly retained by the Class.

D. If a Class Member who does not timely and properly opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

E. Notwithstanding the Release set forth in this Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN

inflator.

F. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of this Agreement.

G. The Final Order and Final Judgment will reflect these terms.

H. The Recycler Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, instigate, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, claim and/or proceeding, whether legal, administrative or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.

I. In connection with this Agreement, the Recycler Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Settlement Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, acquit and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, and the Subject Vehicles, except as otherwise stated in this Agreement.

J. The Recycler Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Order and Final Judgment to acknowledge and



waive Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Recycler Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

K. The Recycler Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. The Recycler Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that the Recycler Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting Claims to the Enhanced Inflation Recovery Program shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in

part, in the Actions or in any benefits, proceeds or values under the Actions.

L. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements of any kind and nature incurred by any attorneys, Settlement Class Counsel, or the Recycler Plaintiffs.

M. Settlement Class Counsel and any other attorneys who worked with or on behalf of Settlement Class Counsel on any of the Actions acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

N. Pending final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties agree that any and all outstanding obligations and deadlines relating to pleadings, discovery, and any other pretrial requirements are hereby stayed and suspended as to Subaru. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Subaru.

O. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

P. The Recycler Plaintiffs and Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the

Court.

**VIII. ATTORNEYS' COSTS AND EXPENSES**

A. The Parties did not begin to negotiate Attorneys' Fees and Expenses, if any, until after agreeing to the principal terms set forth in this Settlement Agreement. After agreeing to the principal terms set forth in this Settlement Agreement, Settlement Class Counsel and Subaru's Counsel negotiated the amount of expenses that, separate and apart from the consideration for this settlement, following application to the Court and subject to Court approval, would be paid by Subaru as the costs and expense reimbursement to Settlement Class Counsel.

B. As a result of these negotiations, Settlement Class Counsel agrees not to seek or accept any attorneys' fees relating to the resolution of the Actions.

C. Settlement Class Counsel further agrees to limit any petition for an award of attorneys' expenses to be paid by Subaru in the Actions not to exceed \$26,867.25 in total costs and expenses.

D. This award of costs and expenses shall be the sole compensation paid by Subaru for all plaintiffs' counsel in the Actions. Any Attorneys' expenses award made by the Court shall be paid by Subaru within 30 days of the Effective Date.

E. Any order or proceedings relating to the Attorneys' costs and expenses application, or any appeal from any order related thereto, or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date.

F. The Attorneys' expenses paid by Subaru as provided for in this Agreement shall be allocated by Settlement Class Counsel among other plaintiffs' counsel in a manner that Settlement Class Counsel in good faith believe reflects the contributions of all plaintiffs' counsel to the prosecution and settlement of the claims against Subaru in the Actions.

G. Subaru shall not be liable for, or obligated to pay, any attorneys' fees, expenses, costs, or disbursements, either directly or indirectly, in connection with the Actions or the Agreement, other than as set forth in this Section VIII.

H. The amount(s) of any Attorneys' expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' expenses awarded by the Court to Settlement Class Counsel shall affect whether the Final Order and Final Judgment are final.

I. Pursuant to case law, Recycler Plaintiffs are not seeking any incentive awards relating to the resolution of the Actions.

**IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS**

A. The Parties shall seek from the Court, within 14 days after the execution of this Agreement, a Preliminary Approval Order in a form substantially similar to Exhibit 7. The Preliminary Approval Order shall, among other things:

1. Preliminarily certify the Class for settlement purposes only, approve the Recycler Plaintiffs as class representatives and appoint Settlement Class Counsel as counsel for the class, pursuant to Fed. R. Civ. P. 23;
2. Preliminarily approve the Settlement;
3. Preliminarily approve Kroll Notice Media as the Settlement Notice Administrator;
4. Preliminarily approve RAS as the Settlement Claims Administrator;
5. Approved the proposed Class Notices, the Notice Program, and direct the implementation of the Notice Program in accordance with the Agreement;

6. Schedule a date and time for a Fairness Hearing to determine whether the Settlement should be finally approved by the Court;

7. Require Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Agreement and Long Form Notice and that a failure to do so shall bind those Class Members who remain in the Class;

8. Require Class Members who wish to object to this Agreement to submit an appropriate and timely written objection as directed in this Agreement and Long Form Notice;

9. Require Class Members who wish to appear to at the Fairness Hearing to submit an appropriate and timely written statement as directed in the Agreement and Long Form Notice;

10. Require attorneys representing Class Members who wish to object to this Agreement to file a notice of appearance as directed in this Agreement and Long Form Notice;

11. Issue a preliminary injunction and stay all other Actions in the *Takata* MDL as to Subaru pending final approval by the Court;

12. Issue a preliminary injunction enjoining potential Class Members, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, from instituting or prosecuting any action or proceeding that may be released pursuant to this Settlement, including those Class Members seeking to opt out, pending the Court's determination of whether the Settlement should be given final approval, except for proceedings in this Court to determine whether the Settlement will be given final approval; and

13. Issue other related orders to effectuate the preliminary approval of the Agreement.

B. After the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order and Final Judgment in the forms consistent with Exhibits 5 and 4, respectively. The Final

Order and Final Judgment shall, among other things:

1. Find that the Court has personal jurisdiction over all Recycler Plaintiffs and Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Actions, and that venue is proper;
2. Finally approve the Agreement and Settlement, pursuant to Fed. R. Civ. P. 23;
3. Finally certify the Class for settlement purposes only;
4. Find that the notice and the notice dissemination methodology complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;
5. Dismiss all claims made by the Recycler Plaintiffs against Subaru in the Actions with prejudice and without costs and fees (except as provided for herein as to costs and fees);
6. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Order and Final Judgment;
7. Issue a permanent injunction, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, against Class Members instituting or prosecuting any claims released pursuant to this Settlement;
8. Authorize the Parties to implement the terms of the Agreement;
9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Order and Final Judgment, and for any other necessary purpose; and
10. Issue related orders to effectuate the final approval of the Agreement and its implementation.

**X. MODIFICATION OR TERMINATION OF THIS AGREEMENT**

A. The terms and provisions of this Agreement may be amended or modified only by written agreement of the Parties, through their respective counsel, and approval of the Court; provided, however, that after entry of the Final Order and Final Judgment, the Parties, through their respective counsel, may by written agreement effect such amendments and/or modifications of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Class Members under this Agreement.

B. This Agreement shall terminate at the discretion of either Subaru or the Recycler Plaintiffs, through Settlement Class Counsel, if: (1) the Court, or any appellate court, rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement that results in a substantial modification to a material term of the proposed Settlement, including, without limitation, the amount and terms of relief, the obligations of the Parties, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release; or (2) the Court, or any appellate court, does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Order and Final Judgment, or any of the Court's findings of fact or conclusions of law, that results in a substantial modification to a material term of the proposed Settlement. The terminating Party must exercise the option to withdraw from and terminate this Agreement, as provided in this Section X, by a signed writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination. The Parties will be returned to their positions *status quo ante*.

1. Subaru shall have the right, but not the obligation, to terminate this Agreement if the total number of timely and valid requests for exclusion exceeds 1% of putative Class Members.

C. If an option to withdraw from and terminate this Agreement arises under Section X.B above, neither Subaru nor the Recycler Plaintiffs are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

D. If, but only if, this Agreement is terminated pursuant to Section X.B, above, then:

1. This Agreement shall be null and void and shall have no force or effect, and no Party to this Agreement shall be bound by any of its terms, except for the terms of Section X.D herein;

2. The Parties will petition the Court to have any stay orders entered pursuant to this Agreement lifted;

3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Subaru, the Recycler Plaintiffs or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

4. The Recycler Plaintiffs and all other Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in the Actions including, without limitation, any argument concerning class certification, and treble or other damages;

5. Subaru and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, arguments in support of, and substantive and procedural rights as to all defenses to the causes of action or remedies that have been sought or



might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability or damages;

6. Neither this Agreement, the fact of its having been made, nor the negotiations leading to it, nor any information or materials exchanged in connection with this Agreement, or discovery or action taken by any Party or its counsel pursuant to this Agreement shall be admissible or entered into evidence for any purpose whatsoever;

7. Any settlement-related order or judgment entered in this Action after the date of execution of this Agreement shall be deemed vacated and shall be without any force or effect;

8. All costs incurred in connection with the Settlement, including, but not limited to, notice, publication, and customer communications, shall be paid and all remaining funds shall revert back to Subaru as soon as practicable. Neither the Recycler Plaintiffs nor Settlement Class Counsel shall be responsible for any of these costs or other settlement-related costs; and

9. Any Attorneys' Fees and Expenses previously paid to Settlement Class Counsel shall be returned to Subaru within 14 calendar days of termination of the Agreement.

## **XI. GENERAL MATTERS AND RESERVATIONS**

A. Subaru has denied and continues to deny each and all of the claims and contentions alleged in the Actions, and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act or omission that was alleged, or that could have been alleged, in the Actions. Subaru believes that it has valid and complete defenses to the claims against it in the Actions. Without in any way limiting the scope of this denial, Subaru denies that it committed any wrongdoing with respect to the issues that are the subject of the Takata Airbag Inflator Recalls. Nonetheless, Subaru has concluded that it is desirable that the Actions be fully and finally settled

in the matter upon the terms and conditions set forth in this Agreement.

B. The obligation of the Parties to conclude the proposed Settlement is and shall be contingent upon each of the following:

1. Entry by the Court of a final order and final judgment identical to, or with the same material terms as, the Final Order and Final Judgment approving the Settlement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and

2. Any other conditions stated in this Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent Subaru from disclosing such information, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys, or as otherwise required by law. Nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure should be made in order to effectuate the terms and conditions of this Agreement.

D. The Recycler Plaintiffs and Settlement Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither the Recycler Plaintiffs nor their counsel may disclose it to third parties (other than experts or consultants retained in connection with the Actions), nor may they disclose any quotes or excerpts from, or summaries of, such information, whether the source is identified or not; that it not be the subject of public comment; that it not be used by the Recycler Plaintiffs or Settlement Class Counsel or other counsel representing plaintiffs in the Actions in any way in this litigation or any other litigation or otherwise should the Settlement not be achieved,

and that it is to be returned if a Settlement is not concluded; provided, however, that nothing contained herein shall prohibit the Recycler Plaintiffs from seeking such information through formal discovery if appropriate and not previously requested through formal discovery or from referring to the existence of such information in connection with the Settlement of the Actions.

E. Information provided by Subaru includes trade secrets and highly confidential and proprietary business information and shall be deemed “Highly Confidential” pursuant to the Confidentiality Order entered in the MDL and any other confidentiality or protective orders that have been entered in the Actions or other agreements, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Subaru’s request, be promptly returned to Subaru’s Counsel, and there shall be no implied or express waiver of any privileges, rights and defenses.

F. Within 90 days after the Effective Date (unless the time is extended by agreement of the Parties), all “Confidential” and “Highly Confidential” documents and materials (and all copies of such documents in whatever form made or maintained, including documents referring to such documents) produced during the settlement process by Subaru or Subaru’s Counsel to Settlement Class Counsel shall be returned to Subaru’s Counsel. Alternatively, Settlement Class Counsel shall certify to Subaru’s Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained including documents referring to such documents) produced by Subaru or Subaru’s Counsel have been destroyed, provided, however, that this Section XI.F shall not apply to any documents made part of the record in connection with a Claim, nor to any documents made part of a Court filing, nor to Settlement Class Counsel’s work product (as to which the confidentiality provisions above shall continue to apply). Nothing in this Agreement shall affect or alter the terms of the MDL Confidentiality Order or any other applicable confidentiality agreement, which shall govern the documents produced in the Actions.

G. Subaru's execution of this Agreement shall not be construed to release – and Subaru expressly does not intend to release – any claim Subaru may have or make against any insurer or other party for any cost or expense incurred in connection with this Action and/or Settlement, including, without limitation, for attorneys' fees and costs.

H. Settlement Class Counsel represent that: (1) they are authorized by the Recycler Plaintiffs to enter into this Agreement with respect to the claims in these Actions; and (2) they are seeking to protect the interests of the Class.

I. Settlement Class Counsel further represent that the Recycler Plaintiffs: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Actions, including the Amended Complaint, or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Settlement Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Settlement Class Counsel and have agreed to its terms; (6) have consulted with Settlement Class Counsel about the Actions and this Agreement and the obligations imposed on representatives of the Class; (7) have a good faith belief that this Settlement and its terms are fair, adequate, reasonable and in the best interests of the Class; (8) have authorized Settlement Class Counsel to execute this Agreement on their behalf; and (9) shall remain and serve as representatives of the Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that the Recycler Plaintiffs cannot represent the Class.

J. The Parties acknowledge and agree that no opinion concerning the tax

consequences of the proposed Settlement to Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

K. Subaru represents and warrants that the individuals executing this Agreement are authorized to enter into this Agreement on the behalf of Subaru.

L. This Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Settlement Class Counsel and Subaru's Counsel on behalf of Subaru. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed or referenced in this Agreement exist among or between them, and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge. This Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement. Each Party represents that he or she is not relying on any representation or matter not included in this Agreement.

M. This Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of Florida notwithstanding its conflict of laws provisions.

N. Any disagreement and/or action to enforce this Agreement shall be commenced and maintained only in the United States District Court for the Southern District of Florida that oversees the *Takata* MDL.

O. Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding

Saturdays, Sundays and Federal Holidays) express delivery service as follows:

1. If to Subaru, then to:

Michael B. Gallub and Homer B. Ramsey  
Herzfeld & Rubin, P.C.  
125 Broad Street, 12<sup>th</sup> Floor  
New York, New York 10004  
Tel: (212) 471-8500  
mgallub@herzfeld-rubin.com  
hramsey@herzfeld-rubin.com

2. If to the Recycler Plaintiffs, then to:

Peter Prieto  
Podhurst Orseck, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com

P. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section XI "Federal Holiday" includes New Year's Day, Birthday of Martin Luther King, Jr., Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot's Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States or the Clerk of the United States District Court for the Southern District of Florida.

Q. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

R. The Class, the Recycler Plaintiffs, Settlement Class Counsel, Subaru, or Subaru's Counsel shall not be deemed to be the drafter of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Agreement was drafted by counsel for the Parties during extensive arm's-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

S. The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, the Recycler Plaintiffs, or the Class or as a waiver by the Released Parties, the Recycler Plaintiffs or the Class of any applicable privileges, claims or defenses.

T. The Recycler Plaintiffs expressly affirm that the allegations as to Subaru contained in the Second Amended Class Action Complaint were made in good faith but consider it desirable for the Actions to be settled and dismissed as to Subaru because of the substantial benefits that the Settlement will provide to Class Members.

U. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Agreement.

V. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.

W. If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

X. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the proposed Settlement.


Y. This Agreement may be signed with an email or other electronic means for a signature and in counterparts by each Party, each of which shall constitute a duplicate original, all of which taken together shall constitute one and the same instrument.

Z. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision if Subaru, and Settlement Class Counsel, on behalf of the Recycler Plaintiffs and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this



Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

On Behalf of the Recycler Plaintiff Class:

BY:  Dated: 12/8/22  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Chair Lead Counsel

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
599 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsfllp.com  
Co-Lead Counsel for the Economic Loss Track


BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Todd A. Smith  
SMITH LACIEN LLP  
70 West Madison Street, Suite 5770  
Chicago, IL 60602  
Tel: (312) 509-8900  
Email: tsmith@smithlacion.com  
Co-Lead Counsel for the Economic Loss Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400

Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

On Behalf of the Recycler Plaintiff Class:

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Chair Lead Counsel

BY:  \_\_\_\_\_ Dated: 12/13/2022  
David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
599 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsfillp.com  
Co-Lead Counsel for the Economic Loss Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Todd A. Smith  
SMITH LACIEN LLP  
70 West Madison Street, Suite 5770  
Chicago, IL 60602  
Tel: (312) 509-8900  
Email: tsmith@smithlacion.com  
Co-Lead Counsel for the Economic Loss Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400

Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

On Behalf of the Recycler Plaintiff Class:

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Chair Lead Counsel

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
599 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Co-Lead Counsel for the Economic Loss Track

BY: Todd A. Smith Dated: 12/8/2022

Todd A. Smith  
SMITH LACIEN LLP  
70 West Madison Street, Suite 5770  
Chicago, IL 60602  
Tel: (312) 509-8900  
Email: tsmith@smithlancien.com  
Co-Lead Counsel for the Economic Loss Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400

Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

On Behalf of the Recycler Plaintiff Class:

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Chair Lead Counsel

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
599 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Co-Lead Counsel for the Economic Loss Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Todd A. Smith  
SMITH LACIEN LLP  
70 West Madison Street, Suite 5770  
Chicago, IL 60602  
Tel: (312) 509-8900  
Email: tsmith@smithlacienc.com  
Co-Lead Counsel for the Economic Loss Track

BY: CBM \_\_\_\_\_ Dated: 12-8-2022 \_\_\_\_\_

Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400

Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY:  \_\_\_\_\_ Dated: 12/8/22 \_\_\_\_\_

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

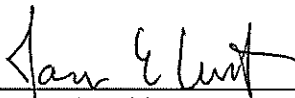
BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY:  \_\_\_\_\_ Dated: Dec 8, 2022 \_\_\_\_\_

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee


BY: \_\_\_\_\_ Dated: \_\_\_\_\_

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

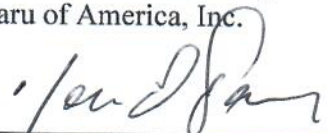
BY:  \_\_\_\_\_ Dated: December 7, 2022

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

On Behalf of Subaru:

BY:   
Michael Campbell  
V.P. – Service and Quality  
Subaru of America, Inc.

Dated: 11.30.22

BY:   
Michael B. Gallub  
Homer B. Ramsey  
HERZFELD & RUBIN, P.C.  
125 Broad Street, 12<sup>th</sup> Floor  
New York, New York 10004  
Tel: (212) 471-8500  
mgallub@herzfeld-rubin.com  
hramsey@herzfeld-rubin.com

Dated: 12.08-22



# **EXHIBIT 1**

**EXHIBIT 1 – List of Recycler Class Actions Against Subaru in MDL 2599**

Case Number	Plaintiffs	Filed In
1:14-cv-24009	Butler Auto Recycling, Inc., et al.	Southern District of Florida
1:14-cv-24009	Pamela Koehler, et al.	Southern District of Florida
3:16-cv-00128	Butler Auto Recycling Inc.	Northern District of Florida
6:16-cv-00013	Cunningham Brothers Auto Parts, LLC	Western District of Virginia
4:16-cv-00147	Midway Auto Parts LLC	Western District of Missouri
3:18-cv-00021	Road Tested Parts Inc.	Middle District of Georgia
5:15-cv-00875	Snyder's LTD	Western District of Texas
3:16-cv-00135	Triple D. Corporation	Eastern District of Tennessee

**EXHIBIT 2**

# Exhibit 2

**Direct Mail Notice to Class Members**

**Front:**

Settlement Notice Administrator in  
In re Takata Airbag Products Liability  
Litigation (Automobile Salvage/Recyclers  
Actions), (S.D. Fla.)[Address]  
[City, State ZIP Code]

[Name]  
[Address]  
[City, State ZIP Code]

**Important Legal Notice from the United States District Court for the Southern District of Florida.** This is a notice of a proposed class action settlement.

**Back:**

**All persons and entities that purchased a Subject Vehicle containing a Takata Inflator, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts may be entitled to a payment from a class action settlement.**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

A Settlement has been reached in a class action lawsuit alleging that Toyota[, include other OEMs that join in the settlement (global edit)] manufactured and sold vehicles that contained allegedly defective airbags made by Takata Corporation and its affiliates (“Takata”). Toyota denies the allegations in the lawsuit, and the Court has not decided who is right. **The purpose of this notice is to inform you of the class action and the proposed settlement so that you may decide what to do.**

**Who’s Included? Records indicate that you may be a Class Member.** The Settlement offers potential payments to Automotive Salvage and/or Recyclers in the United States that purchased a Subject Vehicle containing a Takata Inflator. A complete list of Subject Vehicles included in the Settlement is posted on the [www.\[WEBSITE\].com](http://www.[WEBSITE].com) Settlement Website. This Settlement does not involve claims of personal injury or property damage arising from an incident involving a Subject Vehicle.

**What Are the Settlement Terms?** The Settlement offers an Enhanced Inflator Recovery Program, which shall run for two years. Under the programs, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy Inflators in Subject Vehicles that have been recalled as of [DATE]. Those Defendants that had existing programs regarding recovered and/or deployed or missing inflators will pay to the eligible Class Member 15% more per recovered and/or deployed or missing Inflator than they pay under their existing program(s). Those Defendants that did not have existing programs regarding recovered and/or deployed or missing inflators are implementing such programs. These additional payments do not apply to Inflators for which Toyota [and other OEMs] has already made a payment or to any payments made after the two-year Enhanced Inflator Recovery Program. More information about the benefits of the Settlements is available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**How can I participate in the Enhanced Inflater Recovery Program?** You may submit a Claim to participate in the Enhanced Inflater Recovery Program. Instructions to submit a claim can be found in the Claim Form at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**What are my options?** You are not required to do anything in response to this notice unless you wish to exclude yourself from the settlements or file an objection. If you do not exclude yourself, then if the court approves the settlements, you may recover any benefits to which you may be entitled under the settlements, and you will be legally bound by the settlement terms including the release of claims. The potential available benefits are more fully described in the Settlements, available at the settlement website. If you want to exclude yourself from the settlements, and not receive any benefits to which you may be eligible, then you exclude yourself by **Month DD, 2022**. You may object to the Settlements by **Month DD, 2022**. You cannot both exclude yourself from and object to the Settlements. The deadlines and procedures for requesting exclusion from the settlement or filing an objection are also explained on the settlement website.

**Fairness Hearing.** The Court will hold a fairness hearing on **Month DD, 2022** to consider whether to grant final approval of the Settlements and a request for \$214,937.78 in attorneys' costs and expenses for the settlements with Toyota[include other OEMs]. Plaintiffs' counsel are not seeking any attorneys' fees or for class representative awards associated with the settlement of this action. You may appear at the fairness hearing, either by yourself or through an attorney you hired, but you don't have to hire an attorney because class counsel will be there to represent your and settlement class's interests. For more information, including the Settlement benefits, eligibility, release of claims, and applicable deadlines and procedures to request exclusion, object, or file a claim, in English or Spanish, call or visit the website below.

1-8XX-XXX-XXXX

[www.XXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXX.com)

**EXHIBIT 3**

UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION  
1200 New Jersey Avenue SE  
Washington D.C. 20590

\_\_\_\_\_  
**In re:** )  
 )  
Docket No. NHTSA-2015-0055 )  
Coordinated Remedy Program Proceeding )  
 )  
\_\_\_\_\_ )

**THIRD AMENDMENT TO THE COORDINATED REMEDY ORDER**

This Amendment to the Coordinated Remedy Order (“Amendment”) is issued by the Administrator of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation. Pursuant to NHTSA’s authority under the National Traffic and Motor Vehicle Safety Act of 1966, as amended and recodified (the “Safety Act”), 49 U.S.C. § 30101, *et seq.*, and specifically, 49 U.S.C. §§ 30118-30120, 30120(a)(1), 30120(c)(2)-(3), 30166(b), 30166(c), 30166(e), 30166(g)(1), and 49 CFR §§ 573.6, 573.14, this Amendment modifies the Coordinated Remedy Order issued on November 3, 2015 (“CRO”) to add newly affected vehicle manufacturers<sup>1</sup> (the “Expansion Vehicle Manufacturers”) to the Coordinated Remedy Program and to set forth additional requirements and obligations of the affected vehicle manufacturers (the “Affected Vehicle Manufacturers”)<sup>2</sup> and TK Holdings,

<sup>1</sup> Including Ferrari North America, Inc. (“Ferrari”), Jaguar Land Rover North America, LLC (“Jaguar-Land Rover”), McLaren Automotive, Ltd. (“McLaren”), Mercedes-Benz US, LCC (“Mercedes-Benz”), Tesla Motors, Inc. (“Tesla”), Volkswagen Group of America, Inc. (“Volkswagen”), and, per Memorandum of Understanding dated September 16, 2016, Karma Automotive on behalf of certain Fisker vehicles (“Karma”).

<sup>2</sup> Including, in addition to the Expansion Vehicle Manufacturers, the previously included companies, or “Original Affected Manufacturers”: BMW of North America, LLC (“BMW”), FCA US, LLC (“FCA”) (formerly Chrysler), Daimler Trucks North America, LLC (“Daimler Trucks”), Daimler Vans USA, LLC (“Daimler Vans”), Ford Motor Company (“Ford”), General Motors, LLC (“GM”), American Honda Motor Company (“Honda”), Mazda North American Operations (“Mazda”), Mitsubishi Motors North America, Inc. (“Mitsubishi”), Nissan North



Inc., (“Takata”) in connection with the recall and remedy of certain types of Takata air bag inflators. The CRO, including all facts, findings, terms, and prior amendments<sup>3</sup>, is hereby incorporated by reference as if fully set forth herein.

## **I. NATURE OF THE MATTER AND FINDINGS.**

1. On November 3, 2015, upon the conclusion of the Coordinated Remedy Program Proceeding and closing of public Docket Number NHTSA-2015-0055 (addressing the recalls of certain Takata air bag inflators), NHTSA issued a Consent Order to Takata on November 3, 2015 (“November 2015 Consent Order”) and the CRO. *See Coordinated Remedy Order with Annex A*, 80 FED. REG. 70866 (Nov. 16, 2015).

2. Since that time, NHTSA has continued its investigation into the Takata air bag inflator ruptures (EA15-001) and has been implementing and overseeing the Coordinated Remedy Program. As part of the ongoing investigation NHTSA has, among other things, received briefings from three independent research organizations,<sup>4</sup> each of which had undertaken scientific evaluations of Takata’s frontal air bag inflators containing non-desiccated phase-stabilized ammonium nitrate (“PSAN”). *See Amendment to November 3, 2015 Consent Order, EA15-001 Air Bag Inflator Rupture (May 4, 2016) (“Amended Consent Order”)*. NHTSA staff evaluated the research and also consulted with the Agency’s independent expert on the various researchers’ findings. *See id.* (including Expert Report of Harold R. Blomquist, Ph.D. as Exhibit A). Based upon the scientific analyses and data obtained from the researchers

---

America, Inc. (“Nissan”), Subaru of America, Inc. (“Subaru”), and Toyota Motor Engineering and Manufacturing (“Toyota”).

<sup>3</sup> Amendments were issued granting extensions of time to BMW on March 15, 2016, and to GM, Daimler Vans, and Ford on September 29, 2016. These amendments are publicly available at: <http://www.safercar.gov/rs/takata/takata-docs.html>.

<sup>4</sup> Exponent, Inc., Fraunhofer ICT, and Orbital ATK.

and additional data from Takata, on May 4, 2016, NHTSA issued, with Takata's agreement, the Amended Consent Order, which, among other things, established a phased schedule for the future recall of all Takata frontal inflators containing non-desiccated PSAN by December 31, 2019.

3. The number of Takata air bag inflators currently recalled, or scheduled for recall, has increased since November 3, 2015, from approximately 23 million to approximately 61 million<sup>5</sup> and the number of affected vehicle manufacturers has grown from 12 to 19. The size of these recalls, ages of vehicles affected, nature of the defect, and associated communications and outreach challenges, as well as remedy part and alternative part supply challenges, lends unprecedented complexity to the recall and remedy process. Given the potential severity of the harm to vehicle occupants when an inflator rupture occurs and the wide-spread exposure across a large vehicle population, the ongoing risk of harm presented by the defective Takata air bag inflators is extraordinary. Accordingly, for the reasons that follow, and upon consideration of the entire record in this proceeding (including NHTSA's ongoing investigation in EA15-001, oversight of the Takata non-desiccated PSAN inflator recalls issued in May and June 2015 by the Original Affected Manufacturers (the "Inflator Recalls") to date, and the Amended Consent Order) NHTSA now issues this Third Amendment to the Coordinated Remedy Order.

#### **Additional Factual Background**

4. Following the issuance of the November 2015 Consent Order and the CRO, NHTSA continued its investigation into the rupturing Takata air bag inflators and began to implement the Coordinated Remedy Program.

5. In late 2015, Takata shared new inflator ballistic testing data with the Agency.

---

<sup>5</sup> This number of inflators does not include like-for-like remedies.

That data included ruptures during testing of four (4) non-desiccated PSPI inflators and two (2) non-desiccated PSPI-L inflators (both of which are passenger side air bag inflators). Based on the new ballistic testing data, in December 2015, Takata amended DIRs 15E-042 (for the PSPI-L) and 15E-043 (for the PSPI) to include inflators through model year 2008, and the impacted vehicle manufacturers<sup>6</sup> expanded their existing recalls to all vehicles with those inflator types through model year 2008.

6. Meanwhile, in the fall of 2015, Takata began ballistic testing and analysis of certain non-desiccated PSDI-5 driver air bag inflators returned from the field. In January 2016, Takata notified the Agency that of 961 returned non-desiccated PSDI-5 inflators subjected to testing, three (3) had ruptured during testing and an additional five (5) had shown elevated internal pressure levels during testing deployment, but did not rupture during testing.

7. In January 2016, the Agency learned that on December 22, 2015, the driver of a 2006 Ford Ranger was killed in a crash in Lancaster County, South Carolina, when the non-desiccated SDI inflator in his air bag ruptured during deployment. While this vehicle was under recall for the passenger side air bag inflator, the driver side air bag inflator had not been recalled because no ruptures had occurred during previous ballistic testing. That ballistic testing was conducted as part of a proactive surveillance testing program that included 1,900 tests conducted on parts taken out of vehicles located in the high absolute humidity (“HAH”) region.

8. In light of the new ballistic test data showing ruptures in non-desiccated PSDI-5 inflators (see Paragraph 6)<sup>7</sup>, the December 22, 2015, fatality involving a non-desiccated SDI inflator (see Paragraph 7), and paragraph 29 of the November 2015 Consent Order, on January

---

<sup>6</sup> Honda, Mazda, and Subaru.

<sup>7</sup> By the time Takata filed the DIR with the Agency on January 25, 2016, Takata reported four (4) ruptures and six (6) abnormally high internal pressurizations during ballistic testing on 1995 inflators returned from the field.

25, 2016, Takata filed two DIRs, initiating the recall of non-desiccated PSDI-5 inflators (16E-005) from start of production through model year 2014, and initiating the recall of non-desiccated SDI inflators (16E-006) from the start of production through model year 2014. Thereafter, vehicle manufacturers impacted by these expansions subsequently filed corresponding DIRs, including Volkswagen and Mercedes-Benz, neither of which had previously been part of the Coordinated Remedy Program.

9. In February and March 2016, the Agency received briefings from Exponent, Inc., Fraunhofer ITC, and Orbital ATK, regarding their research into the root cause(s) of the inflator ruptures, including the conclusions each had drawn as of that time. The findings of all three research organizations were consistent with previous theories that most of the inflator ruptures are associated with a long-term phenomenon of PSAN propellant degradation caused by years of exposure to temperature fluctuations and intrusion of moisture from the ambient atmosphere into the inflator. *See* Amended Consent Order at ¶ 2. The temperature fluctuations and moisture intrusions are more severe in warmer climates with high absolute humidity. *Id.* Based upon the Agency’s review of the work done by the research organizations, it concluded that the likely root cause of the rupturing of most<sup>8</sup> non-desiccated frontal Takata air bag inflators is a function of time, temperature cycling, and environmental moisture. *Id.* at ¶ 5. Other factors may influence the relative risk<sup>9</sup> of inflator rupture, but the overarching root cause of the ruptures consists of the three identified factors.

10. Based on the Agency’s root cause determination regarding the non-desiccated

---

<sup>8</sup> The findings are qualified as applicable to “most” non-desiccated PSAN frontal inflators made by Takata because some of the earliest rupture-related recalls additionally involved certain manufacturing defects that caused the inflators to rupture before the combined effects of time, temperature cycling, and humidity could have caused the degradation that leads to rupture.

<sup>9</sup> Factors that may affect relative risk of inflator rupture and risk to vehicle occupants include, but are not limited to, vehicle size, position of the inflator in the vehicle (passenger, driver, or both), and manufacturing location.

PSAN frontal inflators, on May 4, 2016, NHTSA issued, and Takata agreed to, the Amended Consent Order. The Amended Consent Order sets forth a phased schedule of five DIR filings by Takata between May 15, 2016 and December 31, 2019, that ultimately will recall all Takata frontal non-desiccated PSAN air bag inflators, including all “like-for-like” inflators used as remedy parts during the recalls.<sup>10</sup> Vehicle manufacturers not previously affected by the Takata air bag inflator recalls are included under this DIR schedule, including: Ferrari, Jaguar-Land Rover, McLaren, Tesla, and, by agreement with the Agency, Karma (as to certain Fisker vehicles).

11. Since issuing the CRO, the Agency has continued to monitor the availability of remedy parts supply through communications with Takata, other major inflator suppliers (the “Suppliers”),<sup>11</sup> and Affected Vehicle Manufacturers. At least one vehicle manufacturer has taken significant steps to ensure an adequate supply chain of replacement inflators going forward, including working with alternative suppliers to establish additional supply lines. However, some vehicle manufacturers struggled to find alternative suppliers with sufficient production capacity in a timely fashion, or to identify acceptable final remedy inflators (whether produced by Takata or another supplier). Further, some vehicle manufacturers that became involved in the Takata air bag inflator recalls relatively recently must find remedy parts production capacity in an already crowded marketplace. Additionally, developing and validating new remedy parts can add several months, or more, to the process. However, not all Suppliers are at maximum capacity for future production orders. Suppliers have some limited

---

<sup>10</sup> Like-for-like replacements are remedy parts that are the same as the part being removed, except that they are new production. These parts are an adequate interim remedy because the risk of inflator rupture develops over time. Thus, like-for-like remedy parts are safe at the time of installation and much safer than the older parts they replace, because the inflators present a lower risk of rupture since insufficient time has passed for the propellant degradation process to have occurred. Like-for-like parts are sometimes also referred to as an “interim remedy”.

<sup>11</sup> Hereinafter, “Suppliers” shall collectively refer to Autoliv Americas, Daicel Safety Systems America, LLC, and ZF-TRW.

additional production capacity. Further, the Suppliers and Affected Vehicle Manufacturers have the ability, with time and capital investments, to develop additional supply capacity to address the significant parts demand not only for U.S. supply, but for the larger global supply that may well be required.

12. Significant efforts by the Affected Vehicle Manufacturers and Suppliers to ensure an adequate remedy parts supply will be required for the foreseeable future as these recalls continue to expand with the future scheduled DIRs for Takata frontal air bag inflators containing non-desiccated PSAN (hereafter, the combined current and future recalls of Takata non-desiccated PSAN air bag inflators are referred to as the “Expanded Inflator Recalls”), and the potential expansion by December 31, 2019, to Takata frontal inflators containing desiccated PSAN<sup>12</sup>.

13. In addition to the ongoing investigation and recall expansions, the Agency is implementing the Coordinated Remedy Program. This included the selection in December 2015 of an Independent Monitor (hereafter, the Independent Monitor and/or his team are referred to as the “Monitor”) responsible for, among other things, data collection from the Affected Vehicle Manufacturers, Takata, and Suppliers, which allows for enhanced analysis on remedy parts supply, recall completion rates, and efforts being made by each affected manufacturer to successfully carry out its recall and remedy program. In addition to frequent direct communications with Takata and each of the Affected Vehicle Manufacturers, the Agency has extensive communications with the Monitor regarding new information, insights, and proposals for addressing challenges identified through the data analysis.

---

<sup>12</sup> Paragraph 30 of the November 2015 Consent Order provides that the NHTSA Administrator may issue final orders for the recall of Takata’s desiccated PSAN inflators 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.

14. In consultation with NHTSA, the Monitor has engaged in extensive discussions with the Affected Vehicle Manufacturers and Takata, and also with the Suppliers. Among other things, the Monitor has conducted data analysis to identify high-risk communities needing improved repair rates; spearheaded targeted outreach into high-risk communities with data analysis of the effectiveness of those efforts; overseen marketing research, developed deep knowledge of affected vehicle manufacturers supply chains and dealer network business practices; and provided recommendations to the vehicle manufacturers subject to the CRO to improve processes, procedures, communications, and outreach to improve recall completion rates at each.

15. Numerous challenges have been identified by the Agency, or brought to the Agency's attention by the Monitor, regarding the recalls underway and varying levels of compliance with the CRO. One significant issue that has arisen is clear communication with the public on what is happening. Consumers are confused. Consumers should be readily able to determine what vehicles are affected (and when), what to do if a remedy part is not available, and whether they will need to get their vehicle repaired more than once. The challenge of providing the public with clear and accurate information (for NHTSA and the Affected Vehicle Manufacturers) is compounded when each vehicle manufacturer crafts a different message, often resulting in consumer confusion.

16. Another overarching challenge has been the term "sufficient supply" to launch a remedy campaign as set forth in paragraph 39 of the CRO. Some vehicle manufacturers have expressed uncertainty to NHTSA about what volume of supply is "sufficient" to launch a remedy campaign. Some vehicle manufacturers have also struggled to comply with the "sufficient supply" schedule set forth in paragraph 39 of the CRO, and some have provided

inadequate and late communication to NHTSA regarding their inability to fully meet the “sufficient supply” schedule. Finally, some vehicle manufacturers have communicated to the Agency and the Monitor that they had adequate supply to launch, yet did not reflect that status in the data sent to the Vehicle Identification Number (“VIN”) Lookup Tool available through NHTSA’s website, [safercar.gov](http://safercar.gov). If a manufacturer has sufficient parts to repair vehicles, it is inappropriate for the manufacturer to keep that information hidden from the anxiously awaiting public in need of those remedy parts.

17. In addition, several vehicle manufacturers submitted inadequate recall engagement processes or plans, required under paragraph 41 of the CRO, and have failed to take actions sufficient to effectuate full and timely remedy completion (i.e., limiting efforts to: sending recall notices by mail, using phone calls and text messaging, providing customer data to dealers, evaluating technician training requirements, having some information available on their website, and updating the VIN lookup information available through [safercar.gov](http://safercar.gov), and completing biweekly recall completion updates to the Agency but with inconsistent accuracy of data). Such inadequate efforts were often accompanied by an unwillingness or inability to implement recommendations of the Monitor as to how to improve outreach efforts and remedy completion rates.

18. Other issues that have arisen in the Coordinated Remedy Program include: reluctance by some vehicle manufacturers to provide timely customer notification of a recall, or of remedy part availability; inadequate effort by some vehicle manufacturers to motivate customers to get repairs done, i.e., to actually carry out and complete the remedy campaign; reluctance by some vehicle manufacturers to stop using Takata PSAN-based inflators without conducting adequate research to prove their safety, despite the potential for additional recalls of



these very parts; some vehicle manufacturers' consumer communications indicating that the remedy is not important, or the recall is not serious; resistance by some vehicle manufacturers engaging in surveillance programs for Takata inflators that contain desiccated PSAN; and reluctance by certain vehicle manufacturers to cooperate with the Monitor, including reluctance to provide information requested by the Monitor in carrying out Monitor duties.

19. In addition to the above challenges to NHTSA's oversight of vehicle manufacturers under the existing Coordinated Remedy Program and the CRO, a change to the structure of the recall zones will present challenges going forward. In the original CRO issued in November 2015, vehicles were categorized into the HAH and non-HAH categories based upon the best available information at that time, which indicated that vehicles in the HAH region posed the greatest risk of rupture and thus the greatest risk of injury or death. Further testing and analysis done by Exponent, Inc. has now provided the Agency with a better understanding of the PSAN degradation process. The current, best available information shows that the HAH region should also include the states of South Carolina and California<sup>13</sup>, and that the non-HAH region can be broken into two separate risk zones with the northern zone presenting the lowest risk of rupture in the near-term. The most recent recall expansions (filed in May and June 2016) categorized vehicles into these three zones—the HAH and two non-HAH zones<sup>14</sup>—rather than the two HAH and non-HAH zones previously used. However, the previous recalls remain divided into the two-zone system.

20. As of December 1, 2016, there have been 220 confirmed Takata inflator rupture incidents in the United States. Many of these incidents resulted in serious injury to vehicle

---

<sup>13</sup> The previously defined HAH region includes the following states and territories: Alabama, Florida, Georgia, Hawaii, Louisiana, Mississippi, Texas, Puerto Rico, American Samoa, Guam, the Northern Mariana Islands (Saipan), and the U.S. Virgin Islands. *See* Coordinated Remedy Order at ¶ 38 n.8 (Nov. 3, 2015).

<sup>14</sup> The three zones—A, B, and C—are defined in paragraph 7 of the Amended Consent Order.

occupants. In 11 of the incidents, the vehicle's driver died as a result of injuries sustained from the rupture of the air bag inflator. In other incidents, vehicle occupants suffered injuries including cuts or lacerations to the face or neck, broken or fractured facial bones, loss of eyesight, and broken teeth. The risk of these tragic consequences is greatest for individuals sitting in the driver seat.

### **Findings**

Based upon the Agency's analysis and judgment, and upon consideration of the entire record, NHTSA finds that:

21. There continues to be a risk of serious injury or death if the remedy programs of the Affected Vehicle Manufacturers are not accelerated.

22. Acceleration of each Affected Vehicle Manufacturers' remedy program can be reasonably achieved by expanding the sources of replacement parts.

23. Each Affected Vehicle Manufacturers' remedy program will not likely be completed within a reasonable time without acceleration.

24. Each air bag inflator with the capacity to rupture (e.g., the recalled Takata non-desiccated PSAN inflators) presents an unreasonable risk of serious injury or death. As of December 1, 2016, 11 individuals have already been killed in the United States alone, with reports of at least 184 injured. Since the propensity for rupture is a function of time, humidity, and temperature cycling, the risk for injurious or lethal rupture in affected vehicles increases each day. While each of the Affected Vehicle Manufacturers has made effort towards the remedy of these defective air bag inflators, acceleration and coordination of the inflator remedy programs is necessary to reduce the risk to public safety. Acceleration and coordination

(including the Expansion Vehicle Manufacturers) will enhance the ability of all of the Affected Vehicle Manufacturers to carry out remedy programs using established priorities based on relative risk; coordinate on safety-focused efforts to successfully complete their respective remedy programs; and allow for the organization and prioritization of remedy parts, if needed, with NHTSA's oversight.

25. Continued acceleration of the inflator remedy programs can be reasonably achieved by, among other things, expanding the sources of replacement parts. This acceleration can be accomplished in part by a vehicle manufacturer contracting with any appropriate alternative part supplier for remedy parts. Takata cannot manufacture sufficient remedy parts in a reasonable time for the estimated 61 million inflators that presently require remedy in the U.S. market alone under the recalls of Takata's frontal non-desiccated PSAN inflators.

26. In light of all the circumstances, including the safety risks discussed above, the Affected Vehicle Manufacturers' recall remedy programs are not likely capable of completion within a reasonable amount of time without acceleration of each remedy program. It is critical to the timely completion of each remedy program that the Affected Vehicle Manufacturers obtain remedy inflators from sources other than Takata. There is no single supplier capable of producing the volume of replacement inflators required, in a reasonable timeframe, to supply all of the remedy parts.

27. Based on the challenges identified thus far in implementing and carrying out the Coordinated Remedy Program, the Agency finds that clarification of terms of the CRO and additional CRO requirements are necessary to effectively monitor the Affected Vehicle Manufacturers' recall and remedy programs.

28. Further, based upon the recall completion information available to the Agency and the severity of the harm from inflator ruptures, notifications to vehicle owners sent by the Affected Vehicle Manufacturers do not result in an adequate number of vehicles being returned for the inflator remedy within an acceptable timeframe.

29. The issuance of this Third Amendment to the Coordinated Remedy Order is a necessary and appropriate exercise of NHTSA's authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), to inspect and investigate, 49 U.S.C. § 30166(b)(1); to ensure that defective vehicles and equipment are recalled and remedied and that owners are notified of a defect and how to have the defect remedied, 49 U.S.C. §§ 30118-30120; to ensure the adequacy of the remedy, including through acceleration of the remedy program, 49 U.S.C. § 30120(c); to require vehicle manufacturers and equipment manufacturers to keep records and make reports, 49 U.S.C. § 30166(e); to require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g); and to seek civil penalties, 49 U.S.C. § 30165.

30. This Third Amendment to the Coordinated Remedy Order, developed based on all evidence, data, analysis, and other information received in the Coordinated Remedy Program Proceeding, NHTSA investigation EA15-001, the Amended Consent Order, and information learned in implementing and overseeing the Coordinated Remedy Program, will reduce the risk of serious injury or death to the motoring public and enable the affected vehicle manufacturers and Takata to implement, and complete, the necessary remedy programs on an accelerated basis.

Accordingly, it is hereby ORDERED by NHTSA as follows:

**II. ADDITIONAL TERMS TO THE COORDINATED REMEDY ORDER.**

31. In addition to the Original Affected Manufacturers covered under the Coordinated Remedy Order issued November 3, 2015, the following vehicle manufacturers are hereby added to the Coordinated Remedy Program and, henceforth, are subject to the terms of the Coordinated Remedy Order and this Amendment: Ferrari North America, Inc., Jaguar Land Rover North America, LLC, McLaren Automotive, Ltd., Mercedes-Benz US, LCC, Tesla Motors, Inc., Volkswagen Group of America, Inc., and, based on a Memorandum of Understanding with the Agency, Karma Automotive<sup>15</sup>.

32. Pursuant to 49 U.S.C. § 30118, within 5 business days of Takata filing a DIR as set forth in the Amended Consent Order, each Affected Vehicle Manufacturer shall file with the Agency a corresponding DIR for the affected vehicles in that vehicle manufacturers' fleet. Takata DIRs are scheduled to be filed with the Agency on December 31 of the years 2016, 2017, 2018, and 2019. Where a DIR is scheduled to be filed on a weekend or federal holiday, that DIR shall instead be filed on the next business day that the federal government is open.

**Amended Priority Groups and Recall Completion Deadlines  
for the Coordinated Remedy Program**

33. The Agency has communicated with the Affected Vehicle Manufacturers regarding vehicle prioritization plans based on a risk-assessment that takes into account the primary factors related to Takata inflator rupture, as currently known and understood, and other

---

<sup>15</sup> As to certain Fisker vehicles per the Memorandum of Understanding dated September 16, 2016.

relative risk factors specific to that vehicle manufacturer's products. The primary factors utilized in prioritizations remain the same as in the CRO and are: (1) age of the inflator (with older presenting a greater risk of rupture); (2) geographic location of the inflator (with prolonged exposure to HAH presenting a greater risk of rupture); and (3) location of the Takata inflator in the vehicle (driver, passenger, or both). Prioritizations also take into account continuity of previous recall plans and priority groups. In order to timely and adequately complete its remedy program, each Affected Vehicle Manufacturer shall, pursuant to 49 U.S.C. § 30120(a)(1) and (c), carry out its remedy program in accordance with the following prioritization plans unless otherwise authorized by the Agency. A complete listing of the vehicles in each priority group ("Priority Group") developed using the above risk factors is attached hereto as Amended Annex A<sup>16</sup>, and is hereby incorporated by reference as if fully set forth herein. The Priority Groups are as follows:

- a. **Priority Group 1** – Highest risk vehicles that were recalled May through December **2015**.
- b. **Priority Group 2** – Second highest risk vehicles that were recalled May through December **2015**.
- c. **Priority Group 3** – Third highest risk vehicles that were recalled May through December **2015**.
- d. **Priority Group 4** – Highest risk vehicles that were recalled January through June **2016**<sup>17</sup>.
- e. **Priority Group 5** – Second highest risk vehicles that were recalled January through June **2016**.
- f. **Priority Group 6** – Third highest risk vehicles that were recalled January through June **2016**.
- g. **Priority Group 7** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers<sup>18</sup> in January 2017 that have ever been registered in Zone A.<sup>19</sup>

---

<sup>16</sup> Because information about the risk factors may change throughout this Coordinated Remedy Program, these prioritizations are subject to change by a vehicle manufacturer, subject to NHTSA's oversight and approval.

<sup>17</sup> Vehicles in Priority Groups 4 through 10 were not recalled in May of 2015 and thus were not part of the original prioritizations. Priority Group ("PG") 4 and 5, in particular, should be considered comparable to PG 1 and 2 of the CRO in terms of urgency of the remedy.

<sup>18</sup> Vehicles in Priority Groups 7 through 10 are defined as being recalled by Affected Vehicle Manufacturers in January of a given year to minimize confusion about which vehicles and DIRs are affected, because Takata will file DIRs by December 31 of the prior year, or on the first business day of the PG defined year when December 31 falls on a weekend or holiday.

- h. **Priority Group 8** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers in January 2017 that *have not* ever been registered in the Zone A region during the service life of the vehicle.
- i. **Priority Group 9** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers in January 2018.
- j. **Priority Group 10** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers in January 2019.
- k. **Priority Group 11** – Vehicles ever registered in the HAH or Zone A that were previously remedied with a “like for like” part<sup>20</sup> under a recall initiated by an Affected Vehicle Manufacturer during calendar year 2015 or before.
- l. **Priority Group 12** – Vehicles previously remedied with a “like for like” part and are not covered in Priority Group 11.

34. Pursuant to their obligations to remedy a defect within a reasonable time, as set forth in 49 U.S.C. § 30120(a)(1) and § 30120(c)(2), each Affected Vehicle Manufacturer shall acquire a sufficient supply of remedy parts to enable it to provide remedy parts, in a manner consistent with customary business practices, to dealers within their respective dealer networks and, *further, to launch the remedy program*, by the timelines set forth in this Paragraph. Each Vehicle Manufacturer shall ensure that it has a sufficient supply of remedy parts on the following schedule:

<b>Priority Group</b>	<b>Sufficient Supply &amp; Remedy Launch Deadlines</b>
Priority Group 1	March 31, 2016
Priority Group 2	September 30, 2016
Priority Group 3	December 31, 2016
Priority Group 4	March 31, 2017
Priority Group 5	June 30, 2017
Priority Group 6	September 30, 2017
Priority Group 7	December 31, 2017
Priority Group 8	March 31, 2018
Priority Group 9	June 30, 2018
Priority Group 10	March 31, 2019
Priority Group 11	March 31, 2020
Priority Group 12	September 30, 2020

---

<sup>19</sup> Zone A includes the original HAH area plus the addition of the expansion states of California and South Carolina.

<sup>20</sup> These parts are sometimes referred to as “interim parts”.

Further, to the maximum extent possible, each Affected Vehicle Manufacturer shall take those measures necessary to sustain its supply of remedy parts available to dealers so that dealers are able to continue remediating vehicles after remedy program launch without delay or disruption due to issues of sufficient supply. An Affected Vehicle Manufacturer may, after consultation with and approval from NHTSA, further accelerate the launch of a Priority Group to begin the recall remedy campaign at an earlier date, provided that the vehicle manufacturer has a sufficient supply available to do so without negatively affecting supply for earlier Priority Groups.

35. To more clearly specify the remedy completion progress required in accelerating the Expanded Inflater Recalls, pursuant to the Affected Vehicle Manufacturers obligations to remedy a defect within a reasonable time (as set forth in 49 U.S.C. § 30120(a)(1) and § 30120(c)(2)-(3)) each Affected Vehicle Manufacturer shall implement and execute its recall remedy program in a manner and according to a schedule designed to achieve the following remedy completion percentages<sup>21</sup> at the following intervals:

<b>End of Quarter (after remedy launches)</b>	<b>Percentage of campaign vehicles remedied</b>
1st	15%
2nd	40%
3rd	50%
4th	60%
5th	70%
6th	80%
7th	85%
8th	90%
9th	95%
10th	100%

An Affected Vehicle Manufacturer shall not delay the launch of a remedy campaign, or decline to timely obtain sufficient supply to launch or sustain a remedy campaign, to defer the completion targets set forth in the preceding chart. An Affected Vehicle Manufacturer further

<sup>21</sup> The remedy completion timeline set forth in paragraph 35 does not apply to Priority Groups 1, 2, and 3, for which completion deadlines were previously established in the Coordinated Remedy Order.



accelerating a Priority Group under Paragraph 34 herein shall not be penalized for launching early, and shall be held to the standard of meeting the remedy completion timeline as though the recall remedy campaign launched on the date established in the Paragraph 34 Sufficient Supply & Remedy Launch Deadline (“Supply& Launch Deadline”) chart.

### **Remedy Completion Maximization Efforts**

36. Pursuant to 49 U.S.C. § 30166(e), within 90 days of the issuance of this Amendment, a vehicle manufacturer recalling inflators subject to this Amendment shall provide to NHTSA and to the Monitor a written recall engagement plan for maximizing remedy completion rates for all vehicles covered by the Expanded Inflator Recalls. Such plan shall, at a minimum, include, but not be limited to, plans to implement the methodology and techniques presented at NHTSA’s Retooling Recalls Workshop held at the U.S. Department of Transportation Headquarters on April 28, 2015, as well as the recommendations the Monitor has supplied to vehicle manufacturers. Further, each such plan shall also include:

- a. a narrative statement, which may be supplemented with a table, specifically detailing all inquiries made, contracts entered, and other efforts made to obtain sufficient remedy supply parts for the Inflator Recalls, including, but not limited to, the name of the supplier contacted; date of contact, request or inquiry made; and current status of that inquiry including any date by which action by one party must be taken. To ensure that sufficient United States supply will not be negatively impacted by global supply demands, this statement shall clearly explain: (i) the volume of supply intended for use in the United States; and (ii) the volume of supply the vehicle manufacturer is

- obtaining for recalls outside the United States; and
- b. a narrative statement discussing specific communications and marketing efforts the vehicle manufacturer has taken, is taking, or is considering or planning to take to improve and maximize recall completion rates including, but not limited to, data segmentation and specific motivational tools; and
  - c. a narrative statement discussing in detail efforts the vehicle manufacturer has taken, is taking, and is considering or planning to take, to prevent the sale of inflators and/or air bag modules covered by the Expanded Inflator Recalls, and vehicles equipped with the same, over the internet (i.e., through online marketplaces including, but not limited to, eBay, Amazon Marketplace, Facebook Marketplace, Alibaba, Craigslist, Hollander.com, and carparts.com). This discussion shall include the company name, contact name, email and telephone contact information for any online marketplace contacted, and any third-party company enlisted to assist in this work; and
  - d. a detailed narrative discussion of what efforts the vehicle manufacturer has taken, is taking, or is considering or planning to take, to monitor and remove inflators covered by the Expanded Inflator Recalls as the affected vehicles move through the used vehicle market and end-of-life market (i.e. vehicle auctions, franchised dealer lots, independent dealer lots, off-lease programs, scrapyards, etc.). This discussion shall include the company name, contact name, email and telephone contact information for contacts at any third-party company enlisted to assist in this work; and
  - e. discussion of any other efforts the vehicle manufacturer is considering or has

implemented evidencing the good-faith efforts being made by that vehicle manufacturer to maximize the Expanded Inflator Recalls completion rates and timely remedying of affected vehicles and the removal of defective inflators and/or inflator modules.

Such a plan shall be submitted with clear headings and subheadings that state the subject area addressed. A vehicle manufacturer that previously submitted a report pursuant to paragraph 41 of the CRO shall file an updated plan including all of the components identified herein.

37. Pursuant to 49 U.S.C. § 30166(e), each Affected Vehicle Manufacturer shall submit to NHTSA and to the Monitor at the end of each calendar quarter supplemental assessments (“Quarterly Supplements”) of the remedy completion and maximization plans submitted pursuant to paragraph 36 of this Amendment. These Quarterly Supplements shall include, at a minimum:

- a. a detailed explanation of the effectiveness of efforts since the last reporting period and an update on the implementation status of the maximization plan presented; and
- b. a discussion of additional efforts being considered and/or undertaken to increase completion rates and meet the deadlines set forth in the CRO and this Amendment; and
- c. a detailed discussion of efforts to implement Monitor recommendations, including recommendations issued prior to this Amendment; and
- d. a detailed update on efforts made, and metrics of success, relating to each of the issues and actions identified in paragraph 36 above; and
- e. a statement and/or accounting of the impact of the vehicle manufacturer’s

additional efforts on its recall completion relative to each of its recalls governed by this Amendment.

Quarterly Supplements shall discuss efforts made since the last report as well as future efforts planned or contemplated going forward. Quarterly Supplements shall be submitted with clear headings and subheadings identifying the required subject area addressed. Each Vehicle Manufacturer filing a plan pursuant to paragraph 36 herein shall file its first Quarterly Supplement not later than June 30, 2017.

38. Pursuant to 49 U.S.C. § 30166(e), each Vehicle Manufacturer shall submit to the Agency a Sufficient Supply & Remedy Launch Certification Report (“Supply Certification”) not later than the Supply & Remedy Launch Deadline set forth for the applicable Priority Group in paragraph 34 herein, stating:

- a. the criteria used to determine the appropriate sufficient supply to launch the remedy program for this particular phase of the recall;
- b. the total number of Expanded Inflator Recalls remedy parts (or kits) the vehicle manufacturer has on hand in the United States available to customers through its dealer network within 48 hours;
- c. the total number of Expanded Inflator Recalls remedy parts the vehicle manufacturer has on hand in the United States currently located at dealer locations ready and available for use as vehicle repair parts;
- d. the percentage of Expanded Inflator Recalls remedy parts available to the dealer network within 48 hours (i.e., the volume covered under 38.b. above based on the total number of vehicles remaining to be repaired); and
- e. the specific remedy part(s) identified in the Supply Certification, including

the inflator supplier and the inflator model or type as identified by the inflator supplier to the vehicle manufacturer.

For paragraphs (b), (c), and (d), if more than one remedy inflator supplier or more than one remedy part is being utilized, the volumes of each part shall also be specified by inflator supplier and inflator model or type. The Supply Certification shall be signed under oath, i.e., accompanied by an affidavit, by a responsible officer of that vehicle manufacturer.

39. Any Affected Vehicle Manufacturer seeking an extension of time to launch based on an insufficient supply by the Supply & Launch Deadline as set forth in the CRO or this Amendment shall submit to the Agency not less than 45 days prior to the applicable deadline a Notice of Anticipated Shortage and Request for Extension (“Extension Request”). An Extension Request shall be signed under oath, (i.e., accompanied by an affidavit, by a responsible officer of that vehicle manufacturer) and shall include a thorough explanation of (i) why the vehicle manufacturer believes it will not be able to meet the sufficient supply deadline; (ii) the remedy part selection, validation, and development process it is using (including the timeline for this process); (iii) the steps the vehicle manufacturer is taking to obtain sufficient supply; (iv) how many replacement parts (number and percentage ready for launch) the vehicle manufacturer reasonably believes will be available by the Supply & Launch Deadline, and (v) a specific extension request date. If an Affected Vehicle Manufacturer determines within 45 days of the Supply & Launch Deadline that it is unlikely to have a sufficient supply of remedy parts by that date, that vehicle manufacturer shall file an Extension Request with the Agency within 2 business days of making such determination. Any vehicle manufacturer filing an Extension Request shall provide an Extension Request Update not less than 14 days prior to the Sufficient Supply & Remedy Launch Deadline informing the Agency of any changes in the sufficient

supply status and making any additional necessary requests.

40. Pursuant to 49 U.S.C. §§ 30116–30120 and Pub. L. 112-141, 126 Stat. 405, within 24 hours of filing a Supply Certification, each Affected Vehicle Manufacturer shall update the remedy status returned in a search of NHTSA’s Vehicle Identification Number (“VIN”) Lookup Tool, as well as its own recall search tool, if it is required under federal regulation to support those tools or is voluntarily supporting those tools at the time of this Amendment, to reflect that parts are available for vehicles covered by the Supply Certification.

41. Pursuant to 49 U.S.C. §§ 30120(a), 30120(c)(3), and 30166(e), each Affected Vehicle Manufacturer using, or planning to use, a desiccated PSAN Takata inflator as a final remedy shall work in coordination with Takata to develop and implement an appropriate surveillance and testing plan to ensure the safety of the desiccated PSAN inflator part as an adequate final remedy. Not more than 60 days following the issuance of this Amendment, each vehicle manufacturer affected by this paragraph shall submit, jointly with Takata, to NHTSA and the Monitor a written plan setting forth the testing plan. Such plan shall include parts recovery and testing for Takata desiccated PSAN inflators from the field when that vehicle manufacturer’s fleet includes vehicles equipped with Takata desiccated PSAN inflators.

Pursuant to paragraph 30 of the November 2015 Consent Order to Takata, these desiccated PSAN inflators remain subject to potential recall if Takata or another credible source has not proven the safety of the parts by December 31, 2019, and, as such, require further investigation by Takata and the relevant vehicle manufacturers, particularly when used as a final remedy part.

42. Pursuant to 49 U.S.C. §§ 30118(c)-(d), 30119(a)-(f), and 30120(c)(3), each Affected Vehicle Manufacturer shall conduct supplemental owner notification efforts, in coordination with the Agency and the Monitor, to increase remedy completion rates and

accelerate its remedy completion timeline. Such notifications shall be made by an Affected Vehicle Manufacturer either upon specific recommendation of the Monitor to that Affected Vehicle Manufacturer, or at NHTSA's direction, or may also occur upon a vehicle manufacturer initiating such action in consultation with NHTSA and/or the Monitor. Supplemental communications shall adhere to *Coordinated Communications* Recommendations issued by the Monitor, forthcoming, unless otherwise agreed to by the Agency. *Coordinated Communications* Recommendations shall be made public on NHTSA's website. One or more Affected Vehicle Manufacturer(s) may, at any time, propose alternative messaging, imaging, formats, technologies, or communications strategies, with any supporting data, analysis, and rationales favoring the variation in communication, to the Agency and the Monitor. Not less than five (5) business days prior to sending, or otherwise issuing, a supplemental communication under this paragraph, an Affected Vehicle Manufacturer shall provide electronic versions of all supplemental consumer communications to both the Agency and the Monitor following the submission instructions to be set forth in the *Coordinated Communications* Recommendations.

#### **Potential Future Recalls**

43. Paragraph 30 of the November 2015 Consent Order provides that the NHTSA Administrator may issue final orders for the recall of Takata's desiccated PSAN inflators if, by December 31, 2019, Takata or another credible source has not proven to NHTSA's satisfaction that the inflators are safe or the safe service life of the inflators. Pursuant to 49 U.S.C. § 30166(e), each Affected Vehicle Manufacturer with any vehicle in its fleet equipped with a desiccated PSAN Takata inflator, and not filing a report under paragraph 41 herein, shall provide a written plan, not more than 90 days following the issuance of this amendment, fully

detailing the vehicle manufacturer's plans to confirm the safety and/or service life of the desiccated PSAN inflator(s) used in its fleet. This plan shall include discussion of any plans to coordinate with Takata for recovery of parts from fleet vehicles and testing, and any anticipated or future plans to develop or expand a recovery and testing protocol of the desiccated PSAN inflators.

### **Record Keeping & Reports**

44. Pursuant to 49 U.S.C. § 30166(e), Affected Vehicle Manufacturers shall submit complete and accurate biweekly recall completion update reports to NHTSA and the Monitor in the format(s) and manner requested.

45. Currently, vehicle manufacturers conducting recalls report to NHTSA vehicles determined to be unreachable for recall remedy due to export, theft, scrapping, failure to receive notification (return mail), or other reasons (manufacturer specifies), as part of regulatory requirements. *See* 49 CFR § 573.7(b)(5). Recording and reporting the volume of the unreachable population is important in calculating a recall's completion and assessing a recall campaign's success. It is also important for purposes of reallocating outreach resources from vehicles likely no longer in service to vehicles that are, and thus continue to present an unreasonable risk to the public. In the interest of obtaining a higher degree of accuracy in recalls completion reporting, and to support the Affected Vehicle Manufacturers in focusing their resources on remedy campaign vehicles at risk, Affected Vehicle Manufacturers are hereby permitted to count vehicles in the "other reasons" portion of their unreachable population counts where:



- a. ALL vehicles in the particular recall campaign are at least five years of age measured from their production dates; and
- b. a vehicle has not been registered in any state or territory, or has held an expired registration, for at least three continuous years; and
- c. at least one alternative, nationally recognized data source corroborates the vehicle is no longer in service. Examples of such data sources include: records from the National Motor Vehicle Title Information Service (NMVTIS); a license plate recognition data source; and a vehicle history report reflecting a lack of activity for at least three years (e.g., no repair or maintenance history, no transfer of title or purchase records, etc.). In utilizing this provision, a vehicle manufacturer shall not ignore information in its possession that indicates that the vehicle remains in service.

46. For the purposes of reporting under this Amendment, Affected Vehicle Manufacturers may remove from recall outreach efforts the vehicles counted in the “other” category pursuant to the procedure set forth in the preceding paragraph. This includes re-notifications. However, in all instances, Affected Vehicle Manufacturers shall conduct required first class mailings, pursuant to 49 CFR § 577.5. These mailings may be discontinued for vehicles the vehicle manufacturer has identified, and reported to NHTSA, as scrapped, exported, stolen, or for whom mail was returned.

47. Before utilizing the “other” category as set forth herein, the vehicle manufacturer shall explicitly notify NHTSA through a Part 573 document (initial or updated) that it intends to use the “other” reporting category to report counts of vehicles that meet its defined criteria. The manufacturer shall notify NHTSA of its decision before filing the quarterly report, or biweekly

completion report, in which the vehicle manufacturer intends to utilize this “other” category as set forth herein.

48. Vehicle manufacturers opting to use the “other” reporting category shall:
  - a. keep records to substantiate the determination to count any vehicle in the “other” category; and
  - b. in the initial notice, and with updates upon NHTSA’s request, provide written documentation identifying to NHTSA an estimate of the financial resources saved utilizing this approach and explaining how those resources are reallocated to improve recall completion rates for the recalled vehicle population that remains in service; and
  - c. perform retroactive monitoring to identify any VIN reported as “other” but that was later serviced, for any reason, by a dealer. This recurring obligation shall be completed every quarter for which the vehicle manufacturer reports on the recall. Should the number of these VINs exceed five (5) percent of the total number of “other” reported VINs, the vehicle manufacturer must notify NHTSA and justify why the “other” category should remain available for use for that recall; and
  - d. maintain ALL VINs as active, or “live”, in the VIN data systems such that any search for the VIN will reflect an open recall status on the NHTSA web tool, the manufacturer’s web tool, and any and all dealer and other data networks with, and through which, the vehicle manufacturer communicates safety recall status information.

49. The Agency may, in its discretion, reject, modify, or terminate, a manufacturer's use of the "other" category reporting mechanism.

50. Vehicle manufacturers are required to provide six (6) consecutive quarters of reporting on recall completions pursuant to 49 CFR 573.7. Some Affected Vehicle Manufacturers are utilizing phased launches to prioritize parts availability in certain recall remedy campaigns. While quarterly reports must be filed once a vehicle manufacturer has initiated a recall remedy program, the consecutive quarters of reporting shall be counted towards the six required reports once the campaign is fully launched.

#### **Miscellaneous**

51. NHTSA may, after consultation with an affected vehicle manufacturer, and/or Takata, or upon a recommendation of the Monitor, modify or amend provisions of this Amendment to, among other things: account for and timely respond to newly obtained facts, data, changed circumstances, and/or other information that may become available throughout the term of the Coordinated Remedy Program. Such modifications may include, but are not limited to, changes to the Priority Groups contained in Amended Annex A; allowing for reasonable extensions of time for the timelines contained in Paragraphs 34 and 35; facilitating further recalls as contemplated by Paragraphs 29 and 30 of the Amended Consent Order; or for any other purpose related to the Coordinated Remedy Program, the Coordinated Remedy Order, and/or this Amendment to the Coordinated Remedy Order. Any such modification or amendment shall be made in writing signed by the NHTSA Administrator or his designee.

52. This Amendment shall be binding upon, and inure to the benefit of, Takata and the Affected Vehicle Manufacturers, including their current and former directors, officers,

employees, agents, subsidiaries, affiliates, successors, and assigns, as well as any person or entity succeeding to its interests or obligations herein, including as a result of any changes to the corporate structure or relationships among or between Takata, or any Affected Vehicle Manufacturers, and any of that company's parents, subsidiaries, or affiliates.

53. This Amendment shall become effective upon issuance by the NHTSA Administrator. In the event of a breach of, or failure to perform, any term of this Amendment by Takata or any Affected Vehicle Manufacturer, NHTSA may pursue any and all appropriate remedies, including, but not limited to, seeking civil penalties pursuant to 49 U.S.C. § 30165, actions compelling specific performance of the terms of this Order, and/or commencing litigation to enforce this Order in any United States District Court.

54. This Amendment to the Coordinated Remedy Order should be construed to include all terms and provisions of the Coordinated Remedy Order, and prior Amendments, unless expressly superseded herein.

55. This Amendment to the Coordinated Remedy Order shall not be construed to create rights in, or grant any cause of action to, any third party not subject to this Amendment.

56. In carrying out the directives of the Coordinated Remedy Order and this Amendment to the Coordinated Remedy Order, vehicle manufacturers and vehicle equipment manufacturers (i.e., suppliers) shall not engage in any conduct prohibited under the antitrust laws, or other applicable law.

IT IS SO ORDERED:

NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: DECEMBER 9, 2016

By: **// ORIGINAL SIGNED BY //**

Mark R. Rosekind, Ph.D.  
Administrator

**AMENDED ANNEX A<sup>22</sup>**

**Coordinated Remedy Program Priority Groups**

In the following Priority Groups, the area of high absolute humidity (“HAH”) is defined by each vehicle manufacturer individually, but in **all** instances includes vehicles originally sold or ever registered in Alabama, Florida, Georgia, Hawaii, Louisiana, Mississippi, Texas, Puerto Rico, American Samoa, Guam, Saipan, and the U.S. Virgin Islands. “Non-HAH” means any vehicle that has not been identified by the vehicle manufacturer as having been originally sold or ever registered in the HAH region, as defined by the vehicle manufacturer. The terms HAH and Non-HAH apply to vehicles in Priority Groups 1, 2, and 3. Zones A, B, and C are defined in paragraph 7 of the Amendment to November 3, 2015 Consent Order issued to Takata by the National Highway Traffic Safety Administration on May 4, 2016. Zone A includes the previously defined HAH plus the expansion states of California and South Carolina. Zones A, B, and C apply to Priority Groups 4 through 12.

---

<sup>22</sup>

Corrected as of December 16, 2016.

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)<sup>23</sup></b>
1	2003 - 2003	Acura	3.2CL DAB (HAH)
1	2003 - 2003	Acura	3.2CL DAB (Non-HAH)
1	2002 - 2003	Acura	3.2TL DAB (HAH)
1	2002 - 2003	Acura	3.2TL DAB (Non-HAH)
1	2002 - 2006	BMW	3 Series, M3 DAB (HAH)
1	2002 - 2006	BMW	3 Series, M3 PAB (HAH)
1	2005 - 2008	Chrysler	300, 300C, SRT8 DAB (HAH)
1	2005 - 2005	Chrysler	300, 300C, SRT8 DAB (Non-HAH)
1	2005 - 2005	Chrysler	300, 300C, SRT8 PAB (HAH)
1	2008 - 2008	Dodge	Challenger DAB (HAH)
1	2006 - 2008	Dodge	Charger DAB (HAH)
1	2005 - 2005	Dodge	Dakota Pickup DAB (HAH)
1	2005 - 2005	Dodge	Dakota Pickup PAB (HAH)
1	2004 - 2005	Dodge	Durango DAB (HAH)
1	2004 - 2005	Dodge	Durango PAB (HAH)
1	2005 - 2008	Dodge	Magnum DAB (HAH)
1	2005 - 2005	Dodge	Magnum DAB (Non-HAH)
1	2005 - 2005	Dodge	Magnum PAB (HAH)
1	2004 - 2005	Dodge	RAM 1500 Pickup PAB (HAH)
1	2004 - 2005	Dodge	RAM 1500, 2500, 3500 Pickup DAB (HAH)
1	2005 - 2005	Dodge	RAM 2500 Pickup PAB (HAH)
1	2007 - 2008	Dodge	Sprinter PAB (HAH)
1	2005 - 2006	Ford	GT DAB (HAH)
1	2005 - 2006	Ford	GT PAB (HAH)
1	2005 - 2008	Ford	Mustang DAB (HAH)
1	2004 - 2005	Ford	Ranger DAB (HAH)
1	2004 - 2005	Ford	Ranger PAB (HAH)
1	2007 - 2008	Freightliner	Sprinter PAB (HAH)
1	2005 - 2005	GM-Saab	9-2X PAB (HAH)
1	2001 - 2003	Honda	ACCORD DAB (HAH)
1	2001 - 2003	Honda	ACCORD DAB (Non-HAH)
1	2003 - 2003	Honda	ACCORD PAB (HAH)
1	2003 - 2003	Honda	ACCORD PAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC DAB (HAH)
1	2001 - 2003	Honda	CIVIC DAB (Non-HAH)
1	2003 - 2005	Honda	CIVIC HYBRID DAB (HAH)
1	2003 - 2003	Honda	CIVIC HYBRID DAB (Non-HAH)
1	2003 - 2005	Honda	CIVIC HYBRID PAB (HAH)

<sup>23</sup> Where a vehicle make, model, model year appears in one Priority Group (“PG”) and the “Zone” is listed as “(Non-A)”, and the same vehicle make, model, and model year appears in a later PG as applicable to “Zone C”, the “Non-A” zone refers to Zone B vehicles.

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
1	2003 - 2003	Honda	CIVIC HYBRID PAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC NGV DAB (HAH)
1	2001 - 2003	Honda	CIVIC NGV DAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC NGV PAB (HAH)
1	2001 - 2003	Honda	CIVIC NGV PAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC PAB (HAH)
1	2001 - 2003	Honda	CIVIC PAB (Non-HAH)
1	2002 - 2006	Honda	CR-V DAB (HAH)
1	2002 - 2002	Honda	CR-V DAB (Non-HAH)
1	2002 - 2005	Honda	CR-V PAB (HAH)
1	2002 - 2002	Honda	CR-V PAB (Non-HAH)
1	2003 - 2006	Honda	ELEMENT DAB (HAH)
1	2003 - 2004	Honda	ELEMENT PAB (HAH)
1	2002 - 2002	Honda	ODYSSEY DAB (HAH)
1	2002 - 2002	Honda	ODYSSEY PAB (HAH)
1	2003 - 2008	Honda	PILOT DAB (HAH)
1	2003 - 2008	Honda	PILOT DAB (Non-HAH)
1	2003 - 2005	Honda	PILOT PAB (HAH)
1	2003 - 2005	Honda	PILOT PAB (Non-HAH)
1	2006 - 2006	Honda	RIDGELINE DAB (HAH)
1	2006 - 2006	Honda	RIDGELINE PAB (HAH)
1	2002 - 2003	Infiniti	QX4 PAB (HAH)
1	2007 - 2007	Lexus	SC430 PAB (HAH)
1	2003 - 2008	Mazda	Mazda6 DAB (HAH)
1	2003 - 2008	Mazda	Mazda6 PAB (HAH)
1	2004 - 2008	Mazda	RX8 DAB (HAH)
1	2004 - 2004	Mazda	RX8 PAB (HAH)
1	2006 - 2007	Mazda	Speed6 DAB (HAH)
1	2006 - 2007	Mazda	Speed6 PAB (HAH)
1	2004 - 2006	Mitsubishi	Lancer Evolution PAB (HAH)
1	2004 - 2006	Mitsubishi	Lancer PAB (HAH)
1	2004 - 2004	Mitsubishi	Lancer Sportback PAB (HAH)
1	2002 - 2003	Nissan	Pathfinder PAB (HAH)
1	2002 - 2003	Nissan	Sentra PAB (HAH)
1	2003 - 2007	Pontiac	Vibe PAB (HAH)
1	2004 - 2005	Subaru	Impreza/WRX/STI PAB (HAH)
1	2005 - 2008	Subaru	Legacy/Outback PAB (HAH)
1	2003 - 2007	Toyota	Corolla PAB (HAH)
1	2003 - 2007	Toyota	Matrix PAB (HAH)
1	2005 - 2007	Toyota	Sequoia PAB (HAH)
1	2005 - 2006	Toyota	Tundra PAB (HAH)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
2	2003 - 2006	Acura	MDX DAB (HAH)
2	2003 - 2006	Acura	MDX DAB (Non-HAH)
2	2003 - 2005	Acura	MDX PAB (HAH)
2	2003 - 2005	Acura	MDX PAB (Non-HAH)
2	2002 - 2006	BMW	3 Series, M3 DAB (Non-HAH)
2	2000 - 2001	BMW	3 Series, M3 PAB (HAH)
2	2002 - 2006	BMW	3 Series, M3 PAB (Non-HAH)
2	2002 - 2003	BMW	5 Series, M5 DAB (HAH)
2	2002 - 2003	BMW	5 Series, M5 DAB (Non-HAH)
2	2003 - 2004	BMW	X5 SAV DAB (HAH)
2	2003 - 2004	BMW	X5 SAV DAB (Non-HAH)
2	2007 - 2008	Chevrolet/GMC	Silverado/Sierra HD PAB (HAH)
2	2009 - 2010	Chrysler	300, 300C, SRT8 DAB (HAH)
2	2006 - 2010	Chrysler	300, 300C, SRT8 DAB (Non-HAH)
2	2007 - 2008	Chrysler	Aspen DAB (HAH)
2	2007 - 2008	Chrysler	Aspen DAB (Non-HAH)
2	2009 - 2010	Dodge	Challenger DAB (HAH)
2	2008 - 2010	Dodge	Challenger DAB (Non-HAH)
2	2009 - 2010	Dodge	Charger DAB (HAH)
2	2006 - 2010	Dodge	Charger DAB (Non-HAH)
2	2006 - 2011	Dodge	Dakota Pickup DAB (HAH)
2	2005 - 2011	Dodge	Dakota Pickup DAB (Non-HAH)
2	2006 - 2008	Dodge	Durango DAB (HAH)
2	2004 - 2008	Dodge	Durango DAB (Non-HAH)
2	2006 - 2008	Dodge	Magnum DAB (Non-HAH)
2	2006 - 2009	Dodge	RAM 1500, 2500, 3500 Pickup DAB (HAH)
2	2004 - 2009	Dodge	RAM 1500, 2500, 3500 Pickup DAB (Non-HAH)
2	2003 - 2003	Dodge	RAM 1500, 2500, 3500 Pickup PAB (HAH)
2	2003 - 2003	Dodge	RAM 1500, 2500, 3500 Pickup PAB (Non-HAH)
2	2007 - 2009	Dodge	RAM 3500 Cab Chassis DAB (HAH)
2	2007 - 2009	Dodge	RAM 3500 Cab Chassis DAB (Non-HAH)
2	2006 - 2009	Dodge	RAM 3500 Pickup DAB (HAH)
2	2006 - 2009	Dodge	RAM 3500 Pickup DAB (Non-HAH)
2	2008 - 2010	Dodge	RAM 4500, 5500 Cab Chassis DAB (HAH)
2	2008 - 2010	Dodge	RAM 4500, 5500 Cab Chassis DAB (Non-HAH)
2	2007 - 2008	Dodge	Sprinter PAB (Non-HAH)
2	2005 - 2006	Ford	GT DAB (HAH)
2	2005 - 2006	Ford	GT DAB (Non-HAH)
2	2009 - 2014	Ford	Mustang DAB (HAH)
2	2005 - 2008	Ford	Mustang DAB (Non-HAH)
2	2006 - 2006	Ford	Ranger PAB (HAH)
2	2007 - 2008	Freightliner	Sprinter PAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
2	2004 - 2007	Honda	ACCORD DAB (HAH)
2	2004 - 2007	Honda	ACCORD DAB (Non-HAH)
2	2004 - 2007	Honda	ACCORD PAB (HAH)
2	2004 - 2007	Honda	ACCORD PAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC DAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC HYBRID DAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC HYBRID PAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC NGV DAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC NGV PAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC PAB (Non-HAH)
2	2003 - 2006	Honda	CR-V DAB (Non-HAH)
2	2003 - 2005	Honda	CR-V PAB (Non-HAH)
2	2007 - 2011	Honda	ELEMENT DAB (HAH)
2	2003 - 2007	Honda	ELEMENT DAB (Non-HAH)
2	2003 - 2004	Honda	ELEMENT PAB (Non-HAH)
2	2003 - 2004	Honda	ODYSSEY DAB (HAH)
2	2002 - 2004	Honda	ODYSSEY DAB (Non-HAH)
2	2003 - 2004	Honda	ODYSSEY PAB (HAH)
2	2002 - 2004	Honda	ODYSSEY PAB (Non-HAH)
2	2004 - 2004	Honda	PILOT PAB (HAH)
2	2006 - 2006	Honda	RIDGELINE DAB (Non-HAH)
2	2006 - 2006	Honda	RIDGELINE PAB (Non-HAH)
2	2003 - 2003	Infiniti	FX35 PAB (HAH)
2	2003 - 2003	Infiniti	FX45 PAB (HAH)
2	2001 - 2001	Infiniti	I30 PAB (HAH)
2	2002 - 2003	Infiniti	I35 PAB (HAH)
2	2002 - 2003	Infiniti	QX4 PAB (Non-HAH)
2	2007 - 2007	Lexus	SC430 PAB (Non-HAH)
2	2004 - 2006	Mazda	B-Series PAB (HAH)
2	2003 - 2008	Mazda	Mazda6 DAB (Non-HAH)
2	2003 - 2008	Mazda	Mazda6 PAB (Non-HAH)
2	2004 - 2005	Mazda	MPV PAB (HAH)
2	2004 - 2004	Mazda	RX8 DAB (Non-HAH)
2	2005 - 2005	Mazda	RX8 PAB (HAH)
2	2004 - 2004	Mazda	RX8 PAB (Non-HAH)
2	2006 - 2007	Mazda	Speed6 DAB (Non-HAH)
2	2006 - 2007	Mazda	Speed6 PAB (Non-HAH)
2	2004 - 2006	Mitsubishi	Lancer Evolution PAB (Non-HAH)
2	2004 - 2006	Mitsubishi	Lancer PAB (Non-HAH)
2	2004 - 2004	Mitsubishi	Lancer Sportback PAB (Non-HAH)
2	2006 - 2009	Mitsubishi	Raider DAB (HAH)
2	2006 - 2009	Mitsubishi	Raider DAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
2	2001 - 2003	Nissan	Maxima PAB (HAH)
2	2004 - 2004	Nissan	Pathfinder PAB (HAH)
2	2002 - 2004	Nissan	Pathfinder PAB (Non-HAH)
2	2004 - 2006	Nissan	Sentra PAB (HAH)
2	2002 - 2006	Nissan	Sentra PAB (Non-HAH)
2	2003 - 2007	Pontiac	Vibe PAB (Non-HAH)
2	2008 - 2009	Sterling	Bullet DAB (HAH)
2	2008 - 2009	Sterling	Bullet DAB (Non-HAH)
2	2005 - 2005	Subaru	Baja PAB (HAH)
2	2003 - 2004	Subaru	Legacy/Outback/Baja PAB (HAH)
2	2003 - 2007	Toyota	Corolla PAB (Non-HAH)
2	2003 - 2007	Toyota	Matrix PAB (Non-HAH)
2	2004 - 2005	Toyota	RAV4 DAB (HAH)
2	2004 - 2005	Toyota	RAV4 DAB (Non-HAH)
2	2002 - 2004	Toyota	Sequoia PAB (HAH)
2	2005 - 2007	Toyota	Sequoia PAB (Non-HAH)
2	2003 - 2004	Toyota	Tundra PAB (HAH)
2	2005 - 2006	Toyota	Tundra PAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
3	2005 - 2005	Acura	RL PAB (HAH)
3	2005 - 2005	Acura	RL PAB (Non-HAH)
3	2000 - 2001	BMW	3 Series, M3 PAB (Non-HAH)
3	2007 - 2008	Chevrolet/GMC	Silverado/Sierra HD PAB (Non-HAH)
3	2005 - 2006	Ford	GT DAB (Non-HAH)
3	2005 - 2008	Ford	Mustang DAB (HAH)
3	2005 - 2014	Ford	Mustang DAB (Non-HAH)
3	2004 - 2006	Ford	Ranger PAB (Non-HAH)
3	2005 - 2005	GM-Saab	9-2X PAB (Non-HAH)
3	2008 - 2011	Honda	ELEMENT DAB (Non-HAH)
3	2004 - 2005	Infiniti	FX35 PAB (HAH)
3	2003 - 2003	Infiniti	FX35 PAB (Non-HAH)
3	2004 - 2005	Infiniti	FX45 PAB (HAH)
3	2003 - 2003	Infiniti	FX45 PAB (Non-HAH)
3	2001 - 2001	Infiniti	I30 PAB (Non-HAH)
3	2004 - 2004	Infiniti	I35 PAB (HAH)
3	2002 - 2003	Infiniti	I35 PAB (Non-HAH)
3	2006 - 2006	Infiniti	M45 PAB (HAH)
3	2002 - 2006	Lexus	SC430 PAB (HAH)
3	2002 - 2006	Lexus	SC430 PAB (Non-HAH)
3	2004 - 2006	Mazda	B-Series PAB (Non-HAH)
3	2004 - 2008	Mazda	RX8 DAB (Non-HAH)
3	2004 - 2004	Mazda	RX8 PAB (Non-HAH)
3	2001 - 2003	Nissan	Maxima PAB (Non-HAH)
3	2004 - 2005	Subaru	Impreza/WRX/STI PAB (Non-HAH)
3	2005 - 2008	Subaru	Legacy/Outback PAB (Non-HAH)
3	2003 - 2004	Subaru	Legacy/Outback/Baja PAB (Non-HAH)
3	2002 - 2004	Toyota	Sequoia PAB (Non-HAH)
3	2003 - 2004	Toyota	Tundra PAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
4	2003 - 2006	Acura	MDX PAB (A)
4	2003 - 2006	Acura	MDX PAB (Non-A)
4	2007 - 2009	Acura	RDX DAB (A)
4	2005 - 2011	Acura	RL DAB (A)
4	2005 - 2009	Acura	RL DAB (Non-A)
4	2005 - 2011	Acura	RL PAB (A)
4	2005 - 2009	Acura	RL PAB (Non-A)
4	2009 - 2009	Acura	TL DAB (A)
4	2009 - 2009	Acura	TSX PAB (A)
4	2010 - 2011	Acura	ZDX DAB (A)
4	2010 - 2011	Acura	ZDX PAB (A)
4	2006 - 2009	Audi	A3 DAB (A)
4	2007 - 2009	Audi	A4 Cabriolet DAB (A)
4	2009 - 2009	Audi	Audi Q5 DAB (A)
4	2008 - 2008	Audi	RS 4 Cabriolet DAB (A)
4	2007 - 2009	Audi	S4 Cabriolet DAB (A)
4	2008 - 2009	BMW	1 Series DAB (A)
4	2006 - 2009	BMW	3 Series DAB (A)
4	2007 - 2009	BMW	X3 DAB (A)
4	2007 - 2009	BMW	X5 DAB (A)
4	2007 - 2009	BMW	X5 PAB (A)
4	2008 - 2009	BMW	X6 DAB (A)
4	2008 - 2009	BMW	X6 PAB (A)
4	2005 - 2012	Chrysler	300 PAB (A)
4	2007 - 2009	Chrysler	Aspen PAB (A)
4	2007 - 2008	Chrysler	Crossfire DAB (A)
4	2008 - 2012	Dodge	Challenger PAB (A)
4	2008 - 2009	Dodge	Challenger PAB (Non-A)
4	2006 - 2012	Dodge	Charger PAB (A)
4	2005 - 2011	Dodge	Dakota PAB (A)
4	2004 - 2009	Dodge	Durango PAB (A)
4	2005 - 2008	Dodge	Magnum PAB (A)
4	2005 - 2008	Dodge	Magnum PAB (Non-A)
4	2004 - 2008	Dodge	Ram 1500/2500/3500 Pickup PAB (A)
4	2005 - 2009	Dodge	Ram 2500 Pickup PAB (A)
4	2007 - 2010	Dodge	Ram 3500 Cab Chassis PAB (A)
4	2006 - 2009	Dodge	Ram 3500 Pickup PAB (A)
4	2008 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (A)
4	2009 - 2009	Dodge	Sprinter PAB (A)
4	2009 - 2009	Dodge	Sprinter PAB (Non-A)
4	2009 - 2009	Ferrari	California PAB (A)
4	2005 - 2006	Ford	GT PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
4	2005 - 2006	Ford	GT PAB (Non-A)
4	2005 - 2011	Ford	Mustang PAB (A)
4	2005 - 2008	Ford	Mustang PAB (Non-A)
4	2004 - 2006	Ford	Ranger DAB (A)
4	2004 - 2006	Ford	Ranger DAB (Non-A)
4	2007 - 2009	Freightliner	Sprinter DAB (A)
4	2007 - 2009	Freightliner	Sprinter DAB (Non-A)
4	2009 - 2009	Freightliner	Sprinter PAB (A)
4	2009 - 2009	Freightliner	Sprinter PAB (Non-A)
4	2008 - 2009	Honda	ACCORD PAB (A)
4	2006 - 2009	Honda	CIVIC HYBRID PAB (A)
4	2006 - 2009	Honda	CIVIC NGV PAB (A)
4	2006 - 2009	Honda	CIVIC PAB (A)
4	2007 - 2011	Honda	CR-V DAB (A)
4	2007 - 2009	Honda	CR-V DAB (Non-A)
4	2005 - 2011	Honda	CR-V PAB (A)
4	2005 - 2009	Honda	CR-V PAB (Non-A)
4	2003 - 2011	Honda	ELEMENT PAB (A)
4	2003 - 2009	Honda	ELEMENT PAB (Non-A)
4	2010 - 2011	Honda	FCX CLARITY DAB (A)
4	2010 - 2011	Honda	FCX CLARITY PAB (A)
4	2009 - 2011	Honda	FIT DAB (A)
4	2009 - 2009	Honda	FIT DAB (Non-A)
4	2007 - 2011	Honda	FIT PAB (A)
4	2009 - 2009	Honda	FIT PAB (Non-A)
4	2010 - 2011	Honda	INSIGHT DAB (A)
4	2010 - 2011	Honda	INSIGHT PAB (A)
4	2002 - 2004	Honda	ODYSSEY PAB (A)
4	2002 - 2004	Honda	ODYSSEY PAB (Non-A)
4	2003 - 2009	Honda	PILOT PAB (A)
4	2003 - 2008	Honda	PILOT PAB (Non-A)
4	2007 - 2011	Honda	RIDGELINE DAB (A)
4	2007 - 2009	Honda	RIDGELINE DAB (Non-A)
4	2006 - 2011	Honda	RIDGELINE PAB (A)
4	2006 - 2009	Honda	RIDGELINE PAB (Non-A)
4	2009 - 2009	Jaguar	XF PAB (A)
4	2007 - 2012	Jeep	Wrangler PAB (A)
4	2007 - 2009	Land Rover	Range Rover PAB (A)
4	2007 - 2009	Lexus	ES350 PAB (A)
4	2008 - 2009	Lexus	IS F PAB (A)
4	2006 - 2009	Lexus	IS250 PAB (A)
4	2006 - 2009	Lexus	IS350 PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
4	2004 - 2006	Mazda	B-Series DAB (A)
4	2004 - 2006	Mazda	B-Series DAB (Non-A)
4	2003 - 2008	Mazda	Mazda6 PAB (A)
4	2006 - 2007	Mazda	Mazdaspeed6 PAB (A)
4	2004 - 2008	Mazda	RX8 PAB (A)
4	2005 - 2009	Mercedes-Benz	C-Class DAB (A)
4	2008 - 2009	Mercedes-Benz	C-Class PAB (A)
4	2009 - 2009	Mercedes-Benz	GL-Class DAB (A)
4	2009 - 2009	Mercedes-Benz	ML-Class DAB (A)
4	2009 - 2009	Mercedes-Benz	R-Class DAB (A)
4	2007 - 2008	Mercedes-Benz	SLK-Class DAB (A)
4	2006 - 2007	Mitsubishi	Lancer PAB (A)
4	2006 - 2009	Mitsubishi	Raider PAB (A)
4	2007 - 2009	Nissan	Versa Hatchback PAB (A)
4	2007 - 2009	Nissan	Versa Sedan PAB (A)
4	2009 - 2009	Pontiac	Vibe PAB (A)
4	2006 - 2009	Saab	9-3 DAB (A)
4	2006 - 2009	Saab	9-5 DAB (A)
4	2008 - 2009	Saturn	Astra DAB (A)
4	2008 - 2009	Scion	xB PAB (A)
4	2008 - 2009	Sterling	Bullet DAB (A)
4	2008 - 2009	Sterling	Bullet DAB (Non-A)
4	2003 - 2005	Subaru	Baja PAB (A)
4	2003 - 2004	Subaru	Legacy PAB (A)
4	2003 - 2004	Subaru	Outback PAB (A)
4	2009 - 2009	Toyota	Corolla Matrix PAB (A)
4	2009 - 2009	Toyota	Corolla PAB (A)
4	2006 - 2009	Toyota	Yaris HB PAB (A)
4	2007 - 2009	Toyota	Yaris PAB (A)
4	2009 - 2009	Volkswagen	CC DAB (A)
4	2009 - 2009	Volkswagen	GTI DAB (A)
4	2006 - 2008	Volkswagen	Passat Sedan DAB (A)
4	2007 - 2008	Volkswagen	Passat Wagon DAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
5	2013 - 2016	Acura	ILX DAB (A)
5	2013 - 2014	Acura	ILX HYBRID DAB (A)
5	2010 - 2016	Acura	RDX DAB (A)
5	2007 - 2009	Acura	RDX DAB (Non-A)
5	2012 - 2012	Acura	RL DAB (A)
5	2010 - 2011	Acura	RL DAB (Non-A)
5	2010 - 2011	Acura	RL PAB (Non-A)
5	2010 - 2014	Acura	TL DAB (A)
5	2009 - 2009	Acura	TL DAB (Non-A)
5	2010 - 2011	Acura	TSX PAB (A)
5	2009 - 2009	Acura	TSX PAB (Non-A)
5	2012 - 2013	Acura	ZDX DAB (A)
5	2010 - 2011	Acura	ZDX DAB (Non-A)
5	2010 - 2011	Acura	ZDX PAB (Non-A)
5	2010 - 2013	Audi	A3 DAB (A)
5	2006 - 2009	Audi	A3 DAB (Non-A)
5	2005 - 2008	Audi	A4 Avant PAB (A)
5	2007 - 2009	Audi	A4 Cabriolet DAB (Non-A)
5	2007 - 2009	Audi	A4 Cabriolet PAB (A)
5	2005 - 2008	Audi	A4 Sedan PAB (A)
5	2010 - 2012	Audi	A5 Cabriolet DAB (A)
5	2006 - 2009	Audi	A6 Avant PAB (A)
5	2005 - 2009	Audi	A6 Sedan PAB (A)
5	2010 - 2012	Audi	Audi Q5 DAB (A)
5	2009 - 2009	Audi	Audi Q5 DAB (Non-A)
5	2008 - 2008	Audi	RS 4 Cabriolet DAB (Non-A)
5	2008 - 2008	Audi	RS 4 Cabriolet PAB (A)
5	2007 - 2008	Audi	RS 4 Sedan PAB (A)
5	2005 - 2008	Audi	S4 Avant PAB (A)
5	2007 - 2009	Audi	S4 Cabriolet DAB (Non-A)
5	2007 - 2009	Audi	S4 Cabriolet PAB (A)
5	2005 - 2008	Audi	S4 Sedan PAB (A)
5	2010 - 2012	Audi	S5 Cabriolet DAB (A)
5	2007 - 2009	Audi	S6 Sedan PAB (A)
5	2010 - 2013	BMW	1 Series DAB (A)
5	2008 - 2009	BMW	1 Series DAB (Non-A)
5	2010 - 2013	BMW	3 Series DAB (A)
5	2006 - 2009	BMW	3 Series DAB (Non-A)
5	2013 - 2015	BMW	X1 DAB (A)
5	2010 - 2010	BMW	X3 DAB (A)
5	2007 - 2009	BMW	X3 DAB (Non-A)
5	2010 - 2011	BMW	X5 DAB (A)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
5	2007 - 2009	BMW	X5 DAB (Non-A)
5	2010 - 2011	BMW	X5 PAB (A)
5	2007 - 2008	BMW	X5 PAB (Non-A)
5	2010 - 2011	BMW	X6 DAB (A)
5	2008 - 2009	BMW	X6 DAB (Non-A)
5	2010 - 2011	BMW	X6 Hybrid DAB (A)
5	2010 - 2011	BMW	X6 Hybrid PAB (A)
5	2010 - 2011	BMW	X6 PAB (A)
5	2008 - 2008	BMW	X6 PAB (Non-A)
5	2005 - 2012	Chrysler	300 PAB (Non-A)
5	2007 - 2009	Chrysler	Aspen PAB (Non-A)
5	2007 - 2008	Chrysler	Crossfire DAB (Non-A)
5	2010 - 2012	Dodge	Challenger PAB (Non-A)
5	2006 - 2012	Dodge	Charger PAB (Non-A)
5	2005 - 2011	Dodge	Dakota PAB (Non-A)
5	2004 - 2009	Dodge	Durango PAB (Non-A)
5	2004 - 2008	Dodge	Ram 1500/2500/3500 Pickup PAB (Non-A)
5	2005 - 2009	Dodge	Ram 2500 Pickup PAB (Non-A)
5	2007 - 2010	Dodge	Ram 3500 Cab Chassis PAB (Non-A)
5	2006 - 2009	Dodge	Ram 3500 Pickup PAB (Non-A)
5	2008 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (Non-A)
5	2010 - 2011	Ferrari	458 Italia PAB (A)
5	2010 - 2011	Ferrari	California PAB (A)
5	2007 - 2009	Ford	Edge PAB (A)
5	2006 - 2009	Ford	Fusion PAB (A)
5	2007 - 2009	Ford	Ranger PAB (A)
5	2010 - 2012	Freightliner	Sprinter DAB (A)
5	2010 - 2012	Freightliner	Sprinter DAB (Non-A)
5	2010 - 2011	Freightliner	Sprinter PAB (A)
5	2010 - 2011	Freightliner	Sprinter PAB (Non-A)
5	2010 - 2011	Honda	ACCORD PAB (A)
5	2008 - 2009	Honda	ACCORD PAB (Non-A)
5	2010 - 2011	Honda	CIVIC HYBRID PAB (A)
5	2006 - 2009	Honda	CIVIC HYBRID PAB (Non-A)
5	2010 - 2011	Honda	CIVIC NGV PAB (A)
5	2006 - 2009	Honda	CIVIC NGV PAB (Non-A)
5	2010 - 2011	Honda	CIVIC PAB (A)
5	2006 - 2009	Honda	CIVIC PAB (Non-A)
5	2010 - 2011	Honda	CROSSTOUR PAB (A)
5	2010 - 2011	Honda	CR-V DAB (Non-A)
5	2010 - 2011	Honda	CR-V PAB (Non-A)
5	2011 - 2015	Honda	CR-Z DAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
5	2010 - 2011	Honda	ELEMENT PAB (Non-A)
5	2012 - 2014	Honda	FCX CLARITY DAB (A)
5	2012 - 2013	Honda	FIT DAB (A)
5	2010 - 2011	Honda	FIT DAB (Non-A)
5	2013 - 2014	Honda	FIT EV DAB (A)
5	2007 - 2011	Honda	FIT PAB (Non-A)
5	2012 - 2014	Honda	INSIGHT DAB (A)
5	2010 - 2011	Honda	INSIGHT DAB (Non-A)
5	2010 - 2011	Honda	INSIGHT PAB (Non-A)
5	2010 - 2011	Honda	PILOT PAB (A)
5	2009 - 2009	Honda	PILOT PAB (Non-A)
5	2012 - 2014	Honda	RIDGELINE DAB (A)
5	2010 - 2011	Honda	RIDGELINE DAB (Non-A)
5	2010 - 2011	Honda	RIDGELINE PAB (Non-A)
5	2003 - 2005	Infiniti	FX PAB (A)
5	2003 - 2004	Infiniti	I35 PAB (A)
5	2010 - 2010	Jaguar	XF PAB (A)
5	2007 - 2012	Jeep	Wrangler PAB (Non-A)
5	2010 - 2010	Land Rover	Range Rover PAB (A)
5	2007 - 2008	Land Rover	Range Rover PAB (Non-A)
5	2010 - 2010	Lexus	ES350 PAB (A)
5	2007 - 2008	Lexus	ES350 PAB (Non-A)
5	2010 - 2010	Lexus	GX460 PAB (A)
5	2010 - 2010	Lexus	IS F PAB (A)
5	2008 - 2008	Lexus	IS F PAB (Non-A)
5	2010 - 2010	Lexus	IS250 PAB (A)
5	2006 - 2008	Lexus	IS250 PAB (Non-A)
5	2010 - 2010	Lexus	IS250C PAB (A)
5	2010 - 2010	Lexus	IS350 PAB (A)
5	2006 - 2008	Lexus	IS350 PAB (Non-A)
5	2010 - 2010	Lexus	IS350C PAB (A)
5	2007 - 2009	Lincoln	MKX PAB (A)
5	2006 - 2009	Lincoln	Zephyr/MKZ PAB (A)
5	2007 - 2009	Mazda	B-Series PAB (A)
5	2007 - 2009	Mazda	CX7 PAB (A)
5	2007 - 2009	Mazda	CX9 PAB (A)
5	2009 - 2009	Mazda	Mazda6 PAB (A)
5	2003 - 2008	Mazda	Mazda6 PAB (Non-A)
5	2006 - 2007	Mazda	Mazdaspeed6 PAB (Non-A)
5	2004 - 2006	Mazda	MPV PAB (A)
5	2009 - 2009	Mazda	RX8 PAB (A)
5	2004 - 2008	Mazda	RX8 PAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
5	2010 - 2011	Mercedes-Benz	C-Class DAB (A)
5	2005 - 2009	Mercedes-Benz	C-Class DAB (Non-A)
5	2010 - 2011	Mercedes-Benz	C-Class PAB (A)
5	2008 - 2008	Mercedes-Benz	C-Class PAB (Non-A)
5	2011 - 2011	Mercedes-Benz	E-Class Cabrio DAB (A)
5	2011 - 2011	Mercedes-Benz	E-Class Cabrio PAB (A)
5	2010 - 2011	Mercedes-Benz	E-Class Coupe DAB (A)
5	2010 - 2011	Mercedes-Benz	E-Class Coupe PAB (A)
5	2010 - 2011	Mercedes-Benz	E-Class DAB (A)
5	2010 - 2012	Mercedes-Benz	GL-Class DAB (A)
5	2009 - 2009	Mercedes-Benz	GL-Class DAB (Non-A)
5	2010 - 2012	Mercedes-Benz	GLK Class DAB (A)
5	2010 - 2011	Mercedes-Benz	GLK Class PAB (A)
5	2010 - 2011	Mercedes-Benz	ML-Class DAB (A)
5	2009 - 2009	Mercedes-Benz	ML-Class DAB (Non-A)
5	2010 - 2012	Mercedes-Benz	R-Class DAB (A)
5	2009 - 2009	Mercedes-Benz	R-Class DAB (Non-A)
5	2007 - 2008	Mercedes-Benz	SLK-Class DAB (Non-A)
5	2011 - 2014	Mercedes-Benz	SLS-Class DAB (A)
5	2011 - 2011	Mercedes-Benz	SLS-Class DAB (Non-A)
5	2011 - 2011	Mercedes-Benz	SLS-Class PAB (A)
5	2010 - 2012	Mercedes-Benz	Sprinter DAB (A)
5	2010 - 2012	Mercedes-Benz	Sprinter DAB (Non-A)
5	2010 - 2011	Mercedes-Benz	Sprinter PAB (A)
5	2010 - 2011	Mercedes-Benz	Sprinter PAB (Non-A)
5	2006 - 2009	Mercury	Milan PAB (A)
5	2006 - 2007	Mitsubishi	Lancer PAB (Non-A)
5	2006 - 2009	Mitsubishi	Raider PAB (Non-A)
5	2010 - 2011	Nissan	Versa Hatchback PAB (A)
5	2007 - 2008	Nissan	Versa Hatchback PAB (Non-A)
5	2010 - 2011	Nissan	Versa Sedan PAB (A)
5	2007 - 2008	Nissan	Versa Sedan PAB (Non-A)
5	2010 - 2010	Pontiac	Vibe PAB (A)
5	2006 - 2006	Saab	9-2X PAB (A)
5	2006 - 2009	Saab	9-3 DAB (Non-A)
5	2006 - 2009	Saab	9-5 DAB (Non-A)
5	2008 - 2009	Saturn	Astra DAB (Non-A)
5	2010 - 2010	Scion	xB PAB (A)
5	2008 - 2008	Scion	xB PAB (Non-A)
5	2006 - 2006	Subaru	Baja PAB (A)
5	2003 - 2005	Subaru	Baja PAB (Non-A)
5	2009 - 2009	Subaru	Forester PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
5	2006 - 2009	Subaru	Impreza PAB (A)
5	2009 - 2009	Subaru	Legacy PAB (A)
5	2003 - 2004	Subaru	Legacy PAB (Non-A)
5	2009 - 2009	Subaru	Outback PAB (A)
5	2003 - 2004	Subaru	Outback PAB (Non-A)
5	2006 - 2009	Subaru	Tribeca PAB (A)
5	2010 - 2010	Toyota	4Runner PAB (A)
5	2010 - 2010	Toyota	Corolla Matrix PAB (A)
5	2010 - 2010	Toyota	Corolla PAB (A)
5	2010 - 2010	Toyota	Yaris HB PAB (A)
5	2007 - 2008	Toyota	Yaris HB PAB (Non-A)
5	2010 - 2010	Toyota	Yaris PAB (A)
5	2007 - 2008	Toyota	Yaris PAB (Non-A)
5	2010 - 2014	Volkswagen	CC DAB (A)
5	2009 - 2009	Volkswagen	CC DAB (Non-A)
5	2010 - 2014	Volkswagen	Eos DAB (A)
5	2010 - 2014	Volkswagen	Golf DAB (A)
5	2013 - 2013	Volkswagen	Golf R DAB (A)
5	2010 - 2013	Volkswagen	GTI DAB (A)
5	2012 - 2014	Volkswagen	Passat DAB (A)
5	2010 - 2010	Volkswagen	Passat Sedan DAB (A)
5	2006 - 2009	Volkswagen	Passat Sedan DAB (Non-A)
5	2010 - 2010	Volkswagen	Passat Wagon DAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
6	2013 - 2016	Acura	ILX DAB (Non-A)
6	2013 - 2014	Acura	ILX HYBRID DAB (Non-A)
6	2010 - 2016	Acura	RDX DAB (Non-A)
6	2012 - 2012	Acura	RL DAB (Non-A)
6	2010 - 2014	Acura	TL DAB (Non-A)
6	2010 - 2011	Acura	TSX PAB (Non-A)
6	2012 - 2013	Acura	ZDX DAB (Non-A)
6	2010 - 2013	Audi	A3 DAB (Non-A)
6	2005 - 2008	Audi	A4 Avant PAB (Non-A)
6	2007 - 2008	Audi	A4 Cabriolet PAB (Non-A)
6	2005 - 2008	Audi	A4 Sedan PAB (Non-A)
6	2010 - 2012	Audi	A5 Cabriolet DAB (Non-A)
6	2010 - 2011	Audi	A6 Avant PAB (A)
6	2006 - 2008	Audi	A6 Avant PAB (Non-A)
6	2010 - 2011	Audi	A6 Sedan PAB (A)
6	2005 - 2008	Audi	A6 Sedan PAB (Non-A)
6	2010 - 2012	Audi	Audi Q5 DAB (Non-A)
6	2008 - 2008	Audi	RS 4 Cabriolet PAB (Non-A)
6	2007 - 2008	Audi	RS 4 Sedan PAB (Non-A)
6	2005 - 2008	Audi	S4 Avant PAB (Non-A)
6	2007 - 2008	Audi	S4 Cabriolet PAB (Non-A)
6	2005 - 2008	Audi	S4 Sedan PAB (Non-A)
6	2010 - 2012	Audi	S5 Cabriolet DAB (Non-A)
6	2010 - 2011	Audi	S6 Sedan PAB (A)
6	2007 - 2008	Audi	S6 Sedan PAB (Non-A)
6	2010 - 2013	BMW	1 Series DAB (Non-A)
6	2010 - 2013	BMW	3 Series DAB (Non-A)
6	2013 - 2015	BMW	X1 DAB (Non-A)
6	2010 - 2010	BMW	X3 DAB (Non-A)
6	2012 - 2013	BMW	X5 DAB (A)
6	2010 - 2013	BMW	X5 DAB (Non-A)
6	2012 - 2014	BMW	X6 DAB (A)
6	2010 - 2014	BMW	X6 DAB (Non-A)
6	2010 - 2011	BMW	X6 Hybrid DAB (Non-A)
6	2007 - 2011	Cadillac	Escalade ESV PAB (A)
6	2007 - 2008	Cadillac	Escalade ESV PAB (Non-A)
6	2007 - 2011	Cadillac	Escalade EXT PAB (A)
6	2007 - 2008	Cadillac	Escalade EXT PAB (Non-A)
6	2007 - 2011	Cadillac	Escalade PAB (A)
6	2007 - 2008	Cadillac	Escalade PAB (Non-A)
6	2007 - 2011	Chevrolet	Avalanche PAB (A)
6	2007 - 2008	Chevrolet	Avalanche PAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
6	2009 - 2011	Chevrolet	Silverado HD PAB (A)
6	2007 - 2011	Chevrolet	Silverado LD PAB (A)
6	2007 - 2008	Chevrolet	Silverado LD PAB (Non-A)
6	2007 - 2011	Chevrolet	Suburban PAB (A)
6	2007 - 2008	Chevrolet	Suburban PAB (Non-A)
6	2007 - 2011	Chevrolet	Tahoe PAB (A)
6	2007 - 2008	Chevrolet	Tahoe PAB (Non-A)
6	2010 - 2011	Ferrari	458 Italia PAB (Non-A)
6	2009 - 2011	Ferrari	California PAB (Non-A)
6	2010 - 2010	Ford	Edge PAB (A)
6	2007 - 2008	Ford	Edge PAB (Non-A)
6	2010 - 2011	Ford	Fusion PAB (A)
6	2006 - 2008	Ford	Fusion PAB (Non-A)
6	2010 - 2011	Ford	Ranger PAB (A)
6	2007 - 2008	Ford	Ranger PAB (Non-A)
6	2013 - 2014	Freightliner	Sprinter DAB (A)
6	2013 - 2014	Freightliner	Sprinter DAB (Non-A)
6	2009 - 2011	GMC	Sierra HD PAB (A)
6	2007 - 2011	GMC	Sierra LD PAB (A)
6	2007 - 2008	GMC	Sierra LD PAB (Non-A)
6	2007 - 2011	GMC	Yukon PAB (A)
6	2007 - 2008	GMC	Yukon PAB (Non-A)
6	2007 - 2011	GMC	Yukon XL PAB (A)
6	2007 - 2008	GMC	Yukon XL PAB (Non-A)
6	2010 - 2011	Honda	ACCORD PAB (Non-A)
6	2010 - 2011	Honda	CIVIC HYBRID PAB (Non-A)
6	2010 - 2011	Honda	CIVIC NGV PAB (Non-A)
6	2010 - 2011	Honda	CIVIC PAB (Non-A)
6	2010 - 2011	Honda	CROSSTOUR PAB (Non-A)
6	2011 - 2015	Honda	CR-Z DAB (Non-A)
6	2012 - 2013	Honda	FIT DAB (Non-A)
6	2013 - 2014	Honda	FIT EV DAB (Non-A)
6	2012 - 2014	Honda	INSIGHT DAB (Non-A)
6	2010 - 2011	Honda	PILOT PAB (Non-A)
6	2012 - 2014	Honda	RIDGELINE DAB (Non-A)
6	2006 - 2008	Infiniti	FX PAB (A)
6	2003 - 2008	Infiniti	FX PAB (Non-A)
6	2003 - 2004	Infiniti	I35 PAB (Non-A)
6	2006 - 2010	Infiniti	M PAB (A)
6	2006 - 2008	Infiniti	M PAB (Non-A)
6	2011 - 2011	Jaguar	XF PAB (A)
6	2011 - 2011	Land Rover	Range Rover PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
6	2011 - 2011	Lexus	ES350 PAB (A)
6	2011 - 2011	Lexus	GX460 PAB (A)
6	2011 - 2011	Lexus	IS F PAB (A)
6	2011 - 2011	Lexus	IS250 PAB (A)
6	2011 - 2011	Lexus	IS250C PAB (A)
6	2011 - 2011	Lexus	IS350 PAB (A)
6	2011 - 2011	Lexus	IS350C PAB (A)
6	2010 - 2010	Lincoln	MKX PAB (A)
6	2007 - 2008	Lincoln	MKX PAB (Non-A)
6	2010 - 2011	Lincoln	Zephyr/MKZ PAB (A)
6	2006 - 2008	Lincoln	Zephyr/MKZ PAB (Non-A)
6	2007 - 2008	Mazda	B-Series PAB (Non-A)
6	2010 - 2011	Mazda	CX7 PAB (A)
6	2007 - 2008	Mazda	CX7 PAB (Non-A)
6	2010 - 2011	Mazda	CX9 PAB (A)
6	2007 - 2008	Mazda	CX9 PAB (Non-A)
6	2010 - 2011	Mazda	Mazda6 PAB (A)
6	2004 - 2006	Mazda	MPV PAB (Non-A)
6	2010 - 2011	Mazda	RX8 PAB (A)
6	2010 - 2011	Mercedes-Benz	C-Class DAB (Non-A)
6	2011 - 2011	Mercedes-Benz	E-Class Cabrio DAB (A)
6	2010 - 2011	Mercedes-Benz	E-Class Coupe DAB (Non-A)
6	2010 - 2011	Mercedes-Benz	E-Class DAB (Non-A)
6	2010 - 2012	Mercedes-Benz	GL-Class DAB (Non-A)
6	2010 - 2012	Mercedes-Benz	GLK Class DAB (Non-A)
6	2010 - 2011	Mercedes-Benz	ML-Class DAB (Non-A)
6	2010 - 2012	Mercedes-Benz	R-Class DAB (Non-A)
6	2012 - 2014	Mercedes-Benz	SLS-Class DAB (Non-A)
6	2013 - 2014	Mercedes-Benz	Sprinter DAB (A)
6	2013 - 2014	Mercedes-Benz	Sprinter DAB (Non-A)
6	2010 - 2011	Mercury	Milan PAB (A)
6	2006 - 2008	Mercury	Milan PAB (Non-A)
6	2006 - 2006	Saab	9-2X PAB (Non-A)
6	2010 - 2011	Saab	9-3 DAB (A)
6	2010 - 2011	Saab	9-3 DAB (Non-A)
6	2011 - 2011	Scion	xB PAB (A)
6	2003 - 2004, 2006	Subaru	Baja PAB (Non-A)
6	2010 - 2011	Subaru	Forester PAB (A)
6	2010 - 2011	Subaru	Impreza PAB (A)
6	2006 - 2008	Subaru	Impreza PAB (Non-A)
6	2010 - 2011	Subaru	Legacy PAB (A)
6	2003 - 2004	Subaru	Legacy PAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
6	2010 - 2011	Subaru	Outback PAB (A)
6	2003 - 2004	Subaru	Outback PAB (Non-A)
6	2010 - 2011	Subaru	Tribeca PAB (A)
6	2006 - 2008	Subaru	Tribeca PAB (Non-A)
6	2011 - 2011	Toyota	4Runner PAB (A)
6	2011 - 2011	Toyota	Corolla Matrix PAB (A)
6	2011 - 2011	Toyota	Corolla PAB (A)
6	2011 - 2011	Toyota	Sienna PAB (A)
6	2011 - 2011	Toyota	Yaris HB PAB (A)
6	2011 - 2011	Toyota	Yaris PAB (A)
6	2010 - 2014	Volkswagen	CC DAB (Non-A)
6	2010 - 2014	Volkswagen	Eos DAB (Non-A)
6	2010 - 2014	Volkswagen	Golf DAB (Non-A)
6	2011 - 2013	Volkswagen	GTI DAB (Non-A)
6	2012 - 2014	Volkswagen	Passat DAB (Non-A)
6	2010 - 2010	Volkswagen	Passat Sedan DAB (Non-A)
6	2006 - 2008	Volkswagen	Passat Wagon DAB (Non-A)
6	2010 - 2010	Volkswagen	Passat Wagon DAB (Non-A)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
7	2012 - 2012	Acura	RL PAB (A)
7	2012 - 2012	Acura	TSX PAB (A)
7	2012 - 2012	Acura	ZDX PAB (A)
7	2012 - 2012	BMW	X5 PAB (A)
7	2012 - 2012	BMW	X6 PAB (A)
7	2012 - 2012	Cadillac	Escalade ESV PAB (A)
7	2012 - 2012	Cadillac	Escalade EXT PAB (A)
7	2012 - 2012	Cadillac	Escalade PAB (A)
7	2012 - 2012	Chevrolet	Avalanche PAB (A)
7	2012 - 2012	Chevrolet	Silverado HD PAB (A)
7	2012 - 2012	Chevrolet	Silverado LD PAB (A)
7	2012 - 2012	Chevrolet	Suburban PAB (A)
7	2012 - 2012	Chevrolet	Tahoe PAB (A)
7	2012 - 2012	Ferrari	458 Italia PAB (A)
7	2012 - 2012	Ferrari	458 Spider PAB (A)
7	2012 - 2012	Ferrari	California PAB (A)
7	2012 - 2012	Ferrari	FF PAB (A)
7	2012 - 2012	Fisker	Karma PAB (A)
7	2012 - 2012	Ford	Fusion PAB (A)
7	2012 - 2012	Ford	Mustang PAB (A)
7	2012 - 2012	GMC	Sierra HD PAB (A)
7	2012 - 2012	GMC	Sierra LD PAB (A)
7	2012 - 2012	GMC	Yukon PAB (A)
7	2012 - 2012	GMC	Yukon XL PAB (A)
7	2012 - 2012	Honda	ACCORD PAB (A)
7	2012 - 2012	Honda	CROSSTOUR PAB (A)
7	2012 - 2012	Honda	FCX CLARITY PAB (A)
7	2012 - 2012	Honda	FIT PAB (A)
7	2012 - 2012	Honda	INSIGHT PAB (A)
7	2012 - 2012	Honda	PILOT PAB (A)
7	2012 - 2012	Honda	RIDGELINE PAB (A)
7	2012 - 2012	Jaguar	XF PAB (A)
7	2012 - 2012	Land Rover	Range Rover PAB (A)
7	2012 - 2012	Lexus	ES350 PAB (A)
7	2012 - 2012	Lexus	GX460 PAB (A)
7	2012 - 2012	Lexus	IS250/350 PAB (A)
7	2012 - 2012	Lexus	IS250C/350C PAB (A)
7	2012 - 2012	Lexus	IS-F PAB (A)
7	2012 - 2012	Lexus	LFA PAB (A)
7	2012 - 2012	Lincoln	Zephyr/MKZ PAB (A)
7	2012 - 2012	Mazda	CX7 PAB (A)
7	2012 - 2012	Mazda	CX9 PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
7	2012 - 2012	McLaren	MP4-12C PAB (A)
7	2011 - 2011	McLaren	P1TM PAB (A)
7	2012 - 2012	Mercedes-Benz	C-Class PAB (A)
7	2012 - 2012	Mercedes-Benz	E-Class Cabrio PAB (A)
7	2012 - 2012	Mercedes-Benz	E-Class Coupe PAB (A)
7	2012 - 2012	Mercedes-Benz	GLK Class PAB (A)
7	2012 - 2012	Mercedes-Benz	SLS-Class PAB (A)
7	2012, 2014	Mitsubishi	i-MiEV PAB (A)
7	2012 - 2012	Nissan	Versa PAB (A)
7	2012 - 2012	Scion	xB PAB (A)
7	2012 - 2012	Subaru	Forester PAB (A)
7	2012 - 2012	Subaru	Legacy PAB (A)
7	2012 - 2012	Subaru	Outback PAB (A)
7	2012 - 2012	Subaru	Tribeca PAB (A)
7	2012 - 2012	Subaru	WRX/STI PAB (A)
7	2012 - 2012	Tesla	Model S PAB (A)
7	2012 - 2012	Toyota	4Runner PAB (A)
7	2012 - 2012	Toyota	Corolla PAB (A)
7	2012 - 2012	Toyota	Matrix PAB (A)
7	2012 - 2012	Toyota	Sienna PAB (A)
7	2012 - 2012	Toyota	Yaris (Sedan) PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2006 - 2006	Acura	MDX PAB (C)
8	2009 - 2009	Acura	RL PAB (B)
8	2010 - 2010	Acura	RL PAB (B)
8	2006 - 2008	Acura	RL PAB (C)
8	2009 - 2009	Acura	RL PAB (C)
8	2009 - 2009	Acura	TSX PAB (B)
8	2005 - 2008	Audi	A4 Avant PAB (C)
8	2009 - 2009	Audi	A4 Cabriolet PAB (B)
8	2007 - 2008	Audi	A4 Cabriolet PAB (C)
8	2005 - 2008	Audi	A4 Sedan PAB (C)
8	2009 - 2009	Audi	A6 Avant PAB (B)
8	2006 - 2008	Audi	A6 Avant PAB (C)
8	2009 - 2009	Audi	A6 Sedan PAB (B)
8	2005 - 2008	Audi	A6 Sedan PAB (C)
8	2008 - 2008	Audi	RS 4 Cabriolet PAB (C)
8	2007 - 2008	Audi	RS 4 Sedan PAB (C)
8	2005 - 2008	Audi	S4 Avant PAB (C)
8	2009 - 2009	Audi	S4 Cabriolet PAB (B)
8	2007 - 2009	Audi	S4 Cabriolet PAB (C)
8	2005 - 2008	Audi	S4 Sedan PAB (C)
8	2009 - 2009	Audi	S6 Sedan PAB (B)
8	2007 - 2008	Audi	S6 Sedan PAB (C)
8	2009 - 2009	BMW	X5 PAB (B)
8	2007 - 2008	BMW	X5 PAB (C)
8	2009 - 2009	BMW	X6 PAB (B)
8	2008 - 2008	BMW	X6 PAB (C)
8	2009 - 2009	Cadillac	Escalade ESV PAB (B)
8	2007 - 2008	Cadillac	Escalade ESV PAB (C)
8	2009 - 2009	Cadillac	Escalade EXT PAB (B)
8	2007 - 2008	Cadillac	Escalade EXT PAB (C)
8	2009 - 2009	Cadillac	Escalade PAB (B)
8	2007 - 2008	Cadillac	Escalade PAB (C)
8	2009 - 2009	Chevrolet	Avalanche PAB (B)
8	2007 - 2008	Chevrolet	Avalanche PAB (C)
8	2009 - 2009	Chevrolet	Silverado HD PAB (B)
8	2009 - 2009	Chevrolet	Silverado LD PAB (B)
8	2007 - 2008	Chevrolet	Silverado LD PAB (C)
8	2009 - 2009	Chevrolet	Suburban PAB (B)
8	2007 - 2008	Chevrolet	Suburban PAB (C)
8	2009 - 2009	Chevrolet	Tahoe PAB (B)
8	2007 - 2008	Chevrolet	Tahoe PAB (C)
8	2012 - 2012	Ferrari	458 Italia PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2012 - 2012	Ferrari	458 Italia PAB (C)
8	2012 - 2012	Ferrari	458 Spider PAB (B)
8	2012 - 2012	Ferrari	458 Spider PAB (C)
8	2012 - 2012	Ferrari	California PAB (B)
8	2012 - 2012	Ferrari	California PAB (C)
8	2012 - 2012	Ferrari	FF PAB (B)
8	2012 - 2012	Ferrari	FF PAB (C)
8	2009 - 2009	Ford	Edge PAB (B)
8	2007 - 2008	Ford	Edge PAB (C)
8	2009 - 2009	Ford	Fusion PAB (B)
8	2006 - 2008	Ford	Fusion PAB (C)
8	2005 - 2006	Ford	GT PAB (C)
8	2009 - 2009	Ford	Mustang PAB (B)
8	2005 - 2008	Ford	Mustang PAB (C)
8	2009 - 2009	Ford	Ranger PAB (B)
8	2007 - 2008	Ford	Ranger PAB (C)
8	2009 - 2009	Freightliner	Sprinter PAB (B)
8	2007 - 2008	Freightliner	Sprinter PAB (C)
8	2009 - 2009	GMC	Sierra HD PAB (B)
8	2009 - 2009	GMC	Sierra LD PAB (B)
8	2007 - 2008	GMC	Sierra LD PAB (C)
8	2009 - 2009	GMC	Yukon PAB (B)
8	2007 - 2008	GMC	Yukon PAB (C)
8	2009 - 2009	GMC	Yukon XL PAB (B)
8	2007 - 2008	GMC	Yukon XL PAB (C)
8	2009 - 2009	Honda	ACCORD PAB (B)
8	2008 - 2008	Honda	ACCORD PAB (C)
8	2009 - 2009	Honda	CIVIC HYBRID PAB (B)
8	2006 - 2008	Honda	CIVIC HYBRID PAB (C)
8	2009 - 2009	Honda	CIVIC NGV PAB (B)
8	2006 - 2008	Honda	CIVIC NGV PAB (C)
8	2009 - 2009	Honda	CIVIC PAB (B)
8	2006 - 2008	Honda	CIVIC PAB (C)
8	2009 - 2009	Honda	CR-V PAB (B)
8	2006 - 2008	Honda	CR-V PAB (C)
8	2009 - 2009	Honda	ELEMENT PAB (B)
8	2005 - 2008	Honda	ELEMENT PAB (C)
8	2009 - 2009	Honda	FIT PAB (B)
8	2007 - 2008	Honda	FIT PAB (C)
8	2009 - 2009	Honda	PILOT PAB (B)
8	2006 - 2008	Honda	PILOT PAB (C)
8	2009 - 2009	Honda	RIDGELINE PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2007 - 2008	Honda	RIDGELINE PAB (C)
8	2006 - 2008	Infiniti	FX PAB (C)
8	2009 - 2009	Infiniti	M PAB (B)
8	2008 - 2008	Infiniti	M PAB (C)
8	2009 - 2009	Jaguar	XF PAB (B)
8	2009 - 2009	Land Rover	Range Rover PAB (B)
8	2007 - 2008	Land Rover	Range Rover PAB (C)
8	2009 - 2009	Lexus	ES350 PAB (B)
8	2007 - 2008	Lexus	ES350 PAB (C)
8	2009 - 2009	Lexus	IS250/350 PAB (B)
8	2006 - 2008	Lexus	IS250/350 PAB (C)
8	2009 - 2009	Lexus	IS-F PAB (B)
8	2008 - 2008	Lexus	IS-F PAB (C)
8	2009 - 2009	Lincoln	MKX PAB (B)
8	2007 - 2008	Lincoln	MKX PAB (C)
8	2009 - 2009	Lincoln	Zephyr/MKZ PAB (B)
8	2006 - 2008	Lincoln	Zephyr/MKZ PAB (C)
8	2009 - 2009	Mazda	B-Series PAB (B)
8	2007 - 2008	Mazda	B-Series PAB (C)
8	2009 - 2009	Mazda	CX7 PAB (B)
8	2007 - 2008	Mazda	CX7 PAB (C)
8	2009 - 2009	Mazda	CX9 PAB (B)
8	2007 - 2008	Mazda	CX9 PAB (C)
8	2009 - 2009	Mazda	Mazda6 PAB (B)
8	2005 - 2006	Mazda	MPV PAB (C)
8	2009 - 2009	Mazda	RX8 PAB (B)
8	2012 - 2012	McLaren	MP4-12C PAB (B)
8	2012 - 2012	McLaren	MP4-12C PAB (C)
8	2008 - 2008	Mercedes-Benz	C-Class PAB (C)
8	2009 - 2009	Mercury	Milan PAB (B)
8	2006 - 2008	Mercury	Milan PAB (C)
8	2012, 2014	Mitsubishi	i-MiEV PAB (B)
8	2012, 2014	Mitsubishi	i-MiEV PAB (C)
8	2009 - 2009	Nissan	Versa PAB (B)
8	2008 - 2008	Nissan	Versa PAB (C)
8	2009 - 2009	Pontiac	Vibe PAB (B)
8	2006 - 2006	Saab	9-2x PAB (C)
8	2009 - 2009	Scion	xB PAB (B)
8	2008 - 2008	Scion	xB PAB (C)
8	2005 - 2006	Subaru	Baja PAB (C)
8	2009 - 2009	Subaru	Forester PAB (B)
8	2009 - 2009	Subaru	Impreza PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2006 - 2008	Subaru	Impreza PAB (C)
8	2009 - 2009	Subaru	Legacy PAB (B)
8	2009 - 2009	Subaru	Outback PAB (B)
8	2009 - 2009	Subaru	Tribeca PAB (B)
8	2006 - 2008	Subaru	Tribeca PAB (C)
8	2009 - 2009	Toyota	Corolla PAB (B)
8	2009 - 2009	Toyota	Matrix PAB (B)
8	2009 - 2009	Toyota	Yaris (Hatch Back) PAB (B)
8	2007 - 2008	Toyota	Yaris (Hatch Back) PAB (C)
8	2009 - 2009	Toyota	Yaris (Sedan) PAB (B)
8	2007 - 2008	Toyota	Yaris (Sedan) PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2011 - 2012	Acura	RL PAB (B)
9	2010 - 2012	Acura	RL PAB (C)
9	2013 - 2013	Acura	TSX PAB (A)
9	2014 - 2014	Acura	TSX PAB (A)
9	2010 - 2010	Acura	TSX PAB (B)
9	2011 - 2014	Acura	TSX PAB (B)
9	2009 - 2009	Acura	TSX PAB (C)
9	2013 - 2013	Acura	ZDX PAB (A)
9	2010 - 2010	Acura	ZDX PAB (B)
9	2009 - 2009	Audi	A4 Cabriolet PAB (C)
9	2010 - 2010	Audi	A6 Avant PAB (B)
9	2009 - 2009	Audi	A6 Avant PAB (C)
9	2010 - 2010	Audi	A6 Sedan PAB (B)
9	2009 - 2009	Audi	A6 Sedan PAB (C)
9	2010 - 2010	Audi	S6 Sedan PAB (B)
9	2009 - 2009	Audi	S6 Sedan PAB (C)
9	2013 - 2013	BMW	X5 PAB (A)
9	2010 - 2010	BMW	X5 PAB (B)
9	2009 - 2011	BMW	X5 PAB (C)
9	2010 - 2010	BMW	X6 Hybrid PAB (B)
9	2013 - 2013	BMW	X6 PAB (A)
9	2010 - 2010	BMW	X6 PAB (B)
9	2009 - 2009	BMW	X6 PAB (C)
9	2013 - 2013	Cadillac	Escalade ESV PAB (A)
9	2010 - 2010	Cadillac	Escalade ESV PAB (B)
9	2009 - 2009	Cadillac	Escalade ESV PAB (C)
9	2013 - 2013	Cadillac	Escalade EXT PAB (A)
9	2010 - 2010	Cadillac	Escalade EXT PAB (B)
9	2009 - 2009	Cadillac	Escalade EXT PAB (C)
9	2013 - 2013	Cadillac	Escalade PAB (A)
9	2010 - 2010	Cadillac	Escalade PAB (B)
9	2009 - 2009	Cadillac	Escalade PAB (C)
9	2013 - 2013	Chevrolet	Avalanche PAB (A)
9	2010 - 2010	Chevrolet	Avalanche PAB (B)
9	2009 - 2009	Chevrolet	Avalanche PAB (C)
9	2013 - 2013	Chevrolet	Silverado HD PAB (A)
9	2010 - 2010	Chevrolet	Silverado HD PAB (B)
9	2009 - 2009	Chevrolet	Silverado HD PAB (C)
9	2013 - 2013	Chevrolet	Silverado LD PAB (A)
9	2010 - 2010	Chevrolet	Silverado LD PAB (B)
9	2009 - 2009	Chevrolet	Silverado LD PAB (C)
9	2013 - 2013	Chevrolet	Suburban PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2010 - 2010	Chevrolet	Suburban PAB (B)
9	2009 - 2009	Chevrolet	Suburban PAB (C)
9	2013 - 2013	Chevrolet	Tahoe PAB (A)
9	2010 - 2010	Chevrolet	Tahoe PAB (B)
9	2009 - 2009	Chevrolet	Tahoe PAB (C)
9	2013 - 2013	Chrysler	300 PAB (A)
9	2010 - 2010	Chrysler	300 PAB (B)
9	2009 - 2009	Chrysler	300 PAB (C)
9	2009 - 2009	Chrysler	Aspen PAB (C)
9	2013 - 2013	Dodge	Challenger PAB (A)
9	2010 - 2010	Dodge	Challenger PAB (B)
9	2009 - 2009	Dodge	Challenger PAB (C)
9	2013 - 2013	Dodge	Charger PAB (A)
9	2010 - 2010	Dodge	Charger PAB (B)
9	2009 - 2009	Dodge	Charger PAB (C)
9	2010 - 2010	Dodge	Dakota PAB (B)
9	2009 - 2009	Dodge	Dakota PAB (C)
9	2009 - 2009	Dodge	Durango PAB (C)
9	2009 - 2009	Dodge	Ram 2500 Pickup PAB (C)
9	2010 - 2010	Dodge	Ram 3500 Cab Chassis PAB (B)
9	2009 - 2009	Dodge	Ram 3500 Cab Chassis PAB (C)
9	2009 - 2009	Dodge	Ram 3500 Pickup PAB (C)
9	2010 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (B)
9	2009 - 2009	Dodge	Ram 4500/5500 Cab Chassis PAB (C)
9	2013 - 2013	Ferrari	458 Italia PAB (A)
9	2013 - 2013	Ferrari	458 Italia PAB (B)
9	2013 - 2013	Ferrari	458 Italia PAB (C)
9	2013 - 2013	Ferrari	458 Spider PAB (A)
9	2013 - 2013	Ferrari	458 Spider PAB (B)
9	2013 - 2013	Ferrari	458 Spider PAB (C)
9	2013 - 2013	Ferrari	California PAB (A)
9	2013 - 2013	Ferrari	California PAB (B)
9	2013 - 2013	Ferrari	California PAB (C)
9	2013 - 2013	Ferrari	F12 PAB (A)
9	2013 - 2013	Ferrari	F12 PAB (B)
9	2013 - 2013	Ferrari	F12 PAB (C)
9	2013 - 2013	Ferrari	FF PAB (A)
9	2013 - 2013	Ferrari	FF PAB (B)
9	2013 - 2013	Ferrari	FF PAB (C)
9	2010 - 2010	Ford	Edge PAB (B)
9	2009 - 2009	Ford	Edge PAB (C)
9	2010 - 2010	Ford	Fusion PAB (B)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2009 - 2009	Ford	Fusion PAB (C)
9	2013 - 2013	Ford	Mustang PAB (A)
9	2010 - 2010	Ford	Mustang PAB (B)
9	2009 - 2009	Ford	Mustang PAB (C)
9	2010 - 2010	Ford	Ranger PAB (B)
9	2009 - 2009	Ford	Ranger PAB (C)
9	2010 - 2010	Freightliner	Sprinter PAB (B)
9	2009 - 2009	Freightliner	Sprinter PAB (C)
9	2013 - 2013	GMC	Sierra HD PAB (A)
9	2010 - 2010	GMC	Sierra HD PAB (B)
9	2009 - 2009	GMC	Sierra HD PAB (C)
9	2013 - 2013	GMC	Sierra LD PAB (A)
9	2010 - 2010	GMC	Sierra LD PAB (B)
9	2009 - 2009	GMC	Sierra LD PAB (C)
9	2013 - 2013	GMC	Yukon PAB (A)
9	2010 - 2010	GMC	Yukon PAB (B)
9	2009 - 2009	GMC	Yukon PAB (C)
9	2013 - 2013	GMC	Yukon XL PAB (A)
9	2010 - 2010	GMC	Yukon XL PAB (B)
9	2009 - 2009	GMC	Yukon XL PAB (C)
9	2010 - 2010	Honda	ACCORD PAB (B)
9	2009 - 2009	Honda	ACCORD PAB (C)
9	2010 - 2010	Honda	CIVIC HYBRID PAB (B)
9	2009 - 2009	Honda	CIVIC HYBRID PAB (C)
9	2010 - 2010	Honda	CIVIC NGV PAB (B)
9	2009 - 2009	Honda	CIVIC NGV PAB (C)
9	2010 - 2010	Honda	CIVIC PAB (B)
9	2009 - 2009	Honda	CIVIC PAB (C)
9	2013 - 2013	Honda	CROSSTOUR PAB (A)
9	2010 - 2010	Honda	CROSSTOUR PAB (B)
9	2010 - 2010	Honda	CR-V PAB (B)
9	2009 - 2009	Honda	CR-V PAB (C)
9	2010 - 2010	Honda	ELEMENT PAB (B)
9	2009 - 2009	Honda	ELEMENT PAB (C)
9	2013 - 2013	Honda	FCX CLARITY PAB (A)
9	2013 - 2013	Honda	FIT EV PAB (A)
9	2013 - 2013	Honda	FIT PAB (A)
9	2010 - 2010	Honda	FIT PAB (B)
9	2009 - 2009	Honda	FIT PAB (C)
9	2013 - 2013	Honda	INSIGHT PAB (A)
9	2010 - 2010	Honda	INSIGHT PAB (B)
9	2013 - 2013	Honda	PILOT PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2010 - 2010	Honda	PILOT PAB (B)
9	2009 - 2009	Honda	PILOT PAB (C)
9	2013 - 2013	Honda	RIDGELINE PAB (A)
9	2010 - 2010	Honda	RIDGELINE PAB (B)
9	2009 - 2009	Honda	RIDGELINE PAB (C)
9	2010 - 2010	Infiniti	M PAB (B)
9	2009 - 2009	Infiniti	M PAB (C)
9	2013 - 2013	Jaguar	XF PAB (A)
9	2010 - 2010	Jaguar	XF PAB (B)
9	2009 - 2009	Jaguar	XF PAB (C)
9	2013 - 2013	Jeep	Wrangler PAB (A)
9	2010 - 2010	Jeep	Wrangler PAB (B)
9	2009 - 2009	Jeep	Wrangler PAB (C)
9	2010 - 2010	Land Rover	Range Rover PAB (B)
9	2009 - 2009	Land Rover	Range Rover PAB (C)
9	2010 - 2010	Lexus	ES350 PAB (B)
9	2009 - 2009	Lexus	ES350 PAB (C)
9	2013 - 2013	Lexus	GX460 PAB (A)
9	2010 - 2010	Lexus	GX460 PAB (B)
9	2013 - 2013	Lexus	IS250/350 PAB (A)
9	2010 - 2010	Lexus	IS250/350 PAB (B)
9	2009 - 2009	Lexus	IS250/350 PAB (C)
9	2013 - 2013	Lexus	IS250C/350C PAB (A)
9	2010 - 2010	Lexus	IS250C/350C PAB (B)
9	2013 - 2013	Lexus	IS-F PAB (A)
9	2010 - 2010	Lexus	IS-F PAB (B)
9	2009 - 2009	Lexus	IS-F PAB (C)
9	2010 - 2010	Lincoln	MKX PAB (B)
9	2009 - 2009	Lincoln	MKX PAB (C)
9	2010 - 2010	Lincoln	Zephyr/MKZ PAB (B)
9	2009 - 2009	Lincoln	Zephyr/MKZ PAB (C)
9	2009 - 2009	Mazda	B-Series PAB (C)
9	2010 - 2010	Mazda	CX7 PAB (B)
9	2009 - 2009	Mazda	CX7 PAB (C)
9	2013 - 2013	Mazda	CX9 PAB (A)
9	2010 - 2010	Mazda	CX9 PAB (B)
9	2009 - 2009	Mazda	CX9 PAB (C)
9	2010 - 2010	Mazda	Mazda6 PAB (B)
9	2009 - 2009	Mazda	Mazda6 PAB (C)
9	2010 - 2010	Mazda	RX8 PAB (B)
9	2009 - 2009	Mazda	RX8 PAB (C)
9	2013 - 2013	McLaren	MP4-12C PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2013 - 2013	McLaren	MP4-12C PAB (B)
9	2013 - 2013	McLaren	MP4-12C PAB (C)
9	2013 - 2013	McLaren	P1TM PAB (A)
9	2013 - 2013	Mercedes-Benz	C-Class PAB (A)
9	2010 - 2010	Mercedes-Benz	C-Class PAB (B)
9	2009 - 2009	Mercedes-Benz	C-Class PAB (C)
9	2013 - 2013	Mercedes-Benz	E-Class Cabrio PAB (A)
9	2013 - 2013	Mercedes-Benz	E-Class Coupe PAB (A)
9	2010 - 2010	Mercedes-Benz	E-Class Coupe PAB (B)
9	2013 - 2013	Mercedes-Benz	GLK Class PAB (A)
9	2010 - 2010	Mercedes-Benz	GLK Class PAB (B)
9	2013 - 2013	Mercedes-Benz	SLS-Class PAB (A)
9	2010 - 2010	Mercedes-Benz	Sprinter PAB (B)
9	2010 - 2010	Mercury	Milan PAB (B)
9	2009 - 2009	Mercury	Milan PAB (C)
9	2009 - 2009	Mitsubishi	Raider PAB (C)
9	2010 - 2010	Nissan	Versa PAB (B)
9	2009 - 2009	Nissan	Versa PAB (C)
9	2010 - 2010	Pontiac	Vibe PAB (B)
9	2009 - 2009	Pontiac	Vibe PAB (C)
9	2013 - 2013	Scion	xB PAB (A)
9	2010 - 2010	Scion	xB PAB (B)
9	2009 - 2009	Scion	xB PAB (C)
9	2013 - 2013	Subaru	Forester PAB (A)
9	2010 - 2010	Subaru	Forester PAB (B)
9	2009 - 2009	Subaru	Forester PAB (C)
9	2010 - 2010	Subaru	Impreza PAB (B)
9	2009 - 2009	Subaru	Impreza PAB (C)
9	2013 - 2013	Subaru	Legacy PAB (A)
9	2010 - 2010	Subaru	Legacy PAB (B)
9	2009 - 2009	Subaru	Legacy PAB (C)
9	2013 - 2013	Subaru	Outback PAB (A)
9	2010 - 2010	Subaru	Outback PAB (B)
9	2009 - 2009	Subaru	Outback PAB (C)
9	2013 - 2013	Subaru	Tribeca PAB (A)
9	2010 - 2010	Subaru	Tribeca PAB (B)
9	2009 - 2009	Subaru	Tribeca PAB (C)
9	2013 - 2013	Subaru	WRX/STI PAB (A)
9	2013 - 2013	Tesla	Model S PAB (A)
9	2013 - 2013	Toyota	4Runner PAB (A)
9	2010 - 2010	Toyota	4Runner PAB (B)
9	2013 - 2013	Toyota	Corolla PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
9	2010 - 2010	Toyota	Corolla PAB (B)
9	2009 - 2009	Toyota	Corolla PAB (C)
9	2013 - 2013	Toyota	Matrix PAB (A)
9	2010 - 2010	Toyota	Matrix PAB (B)
9	2009 - 2009	Toyota	Matrix PAB (C)
9	2013 - 2013	Toyota	Sienna PAB (A)
9	2010 - 2010	Toyota	Yaris (Hatch Back) PAB (B)
9	2009 - 2009	Toyota	Yaris (Hatch Back) PAB (C)
9	2010 - 2010	Toyota	Yaris (Sedan) PAB (B)
9	2009 - 2009	Toyota	Yaris (Sedan) PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2010 - 2014	Acura	TSX PAB (C)
10	2011 - 2013	Acura	ZDX PAB (B)
10	2010 - 2013	Acura	ZDX PAB (C)
10	2011 - 2011	Audi	A6 Avant PAB (B)
10	2010 - 2011	Audi	A6 Avant PAB (C)
10	2011 - 2011	Audi	A6 Sedan PAB (B)
10	2010 - 2011	Audi	A6 Sedan PAB (C)
10	2017 - 2017	Audi	R8 DAB (A)
10	2017 - 2017	Audi	R8 DAB (B)
10	2017 - 2017	Audi	R8 DAB (C)
10	2011 - 2011	Audi	S6 Sedan PAB (B)
10	2010 - 2011	Audi	S6 Sedan PAB (C)
10	2016 - 2017	Audi	TT DAB (A)
10	2016 - 2017	Audi	TT DAB (B)
10	2016 - 2017	Audi	TT DAB (C)
10	2015 - 2015	BMW	X1 DAB (A)
10	2015 - 2015	BMW	X1 DAB (B)
10	2015 - 2015	BMW	X1 DAB (C)
10	2011 - 2013	BMW	X5 PAB (B)
10	2012 - 2013	BMW	X5 PAB (C)
10	2011 - 2011	BMW	X6 Hybrid PAB (B)
10	2010 - 2011	BMW	X6 Hybrid PAB (C)
10	2014 - 2014	BMW	X6 PAB (A)
10	2011 - 2014	BMW	X6 PAB (B)
10	2010 - 2014	BMW	X6 PAB (C)
10	2014 - 2014	Cadillac	Escalade ESV PAB (A)
10	2011 - 2014	Cadillac	Escalade ESV PAB (B)
10	2010 - 2014	Cadillac	Escalade ESV PAB (C)
10	2011 - 2013	Cadillac	Escalade EXT PAB (B)
10	2010 - 2013	Cadillac	Escalade EXT PAB (C)
10	2014 - 2014	Cadillac	Escalade PAB (A)
10	2011 - 2014	Cadillac	Escalade PAB (B)
10	2010 - 2014	Cadillac	Escalade PAB (C)
10	2011 - 2013	Chevrolet	Avalanche PAB (B)
10	2010 - 2013	Chevrolet	Avalanche PAB (C)
10	2014 - 2014	Chevrolet	Silverado HD PAB (A)
10	2011 - 2014	Chevrolet	Silverado HD PAB (B)
10	2010 - 2014	Chevrolet	Silverado HD PAB (C)
10	2011 - 2013	Chevrolet	Silverado LD PAB (B)
10	2010 - 2013	Chevrolet	Silverado LD PAB (C)
10	2014 - 2014	Chevrolet	Suburban PAB (A)
10	2011 - 2014	Chevrolet	Suburban PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2010 - 2014	Chevrolet	Suburban PAB (C)
10	2014 - 2014	Chevrolet	Tahoe PAB (A)
10	2011 - 2014	Chevrolet	Tahoe PAB (B)
10	2010 - 2014	Chevrolet	Tahoe PAB (C)
10	2014 - 2015	Chrysler	300 PAB (A)
10	2011 - 2015	Chrysler	300 PAB (B)
10	2010 - 2015	Chrysler	300 PAB (C)
10	2014 - 2014	Dodge	Challenger PAB (A)
10	2011 - 2014	Dodge	Challenger PAB (B)
10	2010 - 2014	Dodge	Challenger PAB (C)
10	2014 - 2015	Dodge	Charger PAB (A)
10	2011 - 2015	Dodge	Charger PAB (B)
10	2010 - 2015	Dodge	Charger PAB (C)
10	2011 - 2011	Dodge	Dakota PAB (B)
10	2010 - 2011	Dodge	Dakota PAB (C)
10	2010 - 2010	Dodge	Ram 3500 Cab Chassis PAB (C)
10	2010 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (C)
10	2014 - 2015	Ferrari	458 Italia PAB (A)
10	2014 - 2015	Ferrari	458 Italia PAB (B)
10	2014 - 2015	Ferrari	458 Italia PAB (C)
10	2015 - 2015	Ferrari	458 Speciale A PAB (A)
10	2015 - 2015	Ferrari	458 Speciale A PAB (B)
10	2015 - 2015	Ferrari	458 Speciale A PAB (C)
10	2014 - 2015	Ferrari	458 Speciale PAB (A)
10	2014 - 2015	Ferrari	458 Speciale PAB (B)
10	2014 - 2015	Ferrari	458 Speciale PAB (C)
10	2014 - 2015	Ferrari	458 Spider PAB (A)
10	2014 - 2015	Ferrari	458 Spider PAB (B)
10	2014 - 2015	Ferrari	458 Spider PAB (C)
10	2016 - 2017	Ferrari	488 GTB PAB (A)
10	2016 - 2017	Ferrari	488 GTB PAB (B)
10	2016 - 2017	Ferrari	488 GTB PAB (C)
10	2016 - 2017	Ferrari	488 Spider PAB (A)
10	2016 - 2017	Ferrari	488 Spider PAB (B)
10	2016 - 2017	Ferrari	488 Spider PAB (C)
10	2014 - 2014	Ferrari	California PAB (A)
10	2014 - 2014	Ferrari	California PAB (B)
10	2014 - 2014	Ferrari	California PAB (C)
10	2015 - 2017	Ferrari	California T PAB (A)
10	2015 - 2017	Ferrari	California T PAB (B)
10	2015 - 2017	Ferrari	California T PAB (C)
10	2014 - 2017	Ferrari	F12 PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2014 - 2017	Ferrari	F12 PAB (B)
10	2014 - 2017	Ferrari	F12 PAB (C)
10	2016 - 2017	Ferrari	F12 tdf PAB (A)
10	2016 - 2017	Ferrari	F12 tdf PAB (B)
10	2016 - 2017	Ferrari	F12 tdf PAB (C)
10	2016 - 2016	Ferrari	F60 PAB (A)
10	2016 - 2016	Ferrari	F60 PAB (B)
10	2016 - 2016	Ferrari	F60 PAB (C)
10	2014 - 2016	Ferrari	FF PAB (A)
10	2014 - 2016	Ferrari	FF PAB (B)
10	2014 - 2016	Ferrari	FF PAB (C)
10	2017 - 2017	Ferrari	GTC4Lusso PAB (A)
10	2017 - 2017	Ferrari	GTC4Lusso PAB (B)
10	2017 - 2017	Ferrari	GTC4Lusso PAB (C)
10	2012 - 2012	Fisker	Karma PAB (B)
10	2012 - 2012	Fisker	Karma PAB (C)
10	2010 - 2010	Ford	Edge PAB (C)
10	2011 - 2012	Ford	Fusion PAB (B)
10	2010 - 2012	Ford	Fusion PAB (C)
10	2014 - 2014	Ford	Mustang PAB (A)
10	2011 - 2014	Ford	Mustang PAB (B)
10	2010 - 2014	Ford	Mustang PAB (C)
10	2011 - 2011	Ford	Ranger PAB (B)
10	2010 - 2011	Ford	Ranger PAB (C)
10	2015 - 2017	Freightliner	Sprinter DAB (A)
10	2015 - 2017	Freightliner	Sprinter DAB (B)
10	2015 - 2017	Freightliner	Sprinter DAB (C)
10	2011 - 2011	Freightliner	Sprinter PAB (B)
10	2010 - 2011	Freightliner	Sprinter PAB (C)
10	2014 - 2014	GMC	Sierra HD PAB (A)
10	2011 - 2014	GMC	Sierra HD PAB (B)
10	2010 - 2014	GMC	Sierra HD PAB (C)
10	2011 - 2013	GMC	Sierra LD PAB (B)
10	2010 - 2013	GMC	Sierra LD PAB (C)
10	2014 - 2014	GMC	Yukon PAB (A)
10	2011 - 2014	GMC	Yukon PAB (B)
10	2010 - 2014	GMC	Yukon PAB (C)
10	2014 - 2014	GMC	Yukon XL PAB (A)
10	2011 - 2014	GMC	Yukon XL PAB (B)
10	2010 - 2014	GMC	Yukon XL PAB (C)
10	2011 - 2012	Honda	ACCORD PAB (B)
10	2010 - 2012	Honda	ACCORD PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
10	2011 - 2011	Honda	CIVIC HYBRID PAB (B)
10	2010 - 2011	Honda	CIVIC HYBRID PAB (C)
10	2011 - 2011	Honda	CIVIC NGV PAB (B)
10	2010 - 2011	Honda	CIVIC NGV PAB (C)
10	2011 - 2011	Honda	CIVIC PAB (B)
10	2010 - 2011	Honda	CIVIC PAB (C)
10	2014 - 2015	Honda	CROSSTOUR PAB (A)
10	2011 - 2015	Honda	CROSSTOUR PAB (B)
10	2010 - 2015	Honda	CROSSTOUR PAB (C)
10	2011 - 2011	Honda	CR-V PAB (B)
10	2010 - 2011	Honda	CR-V PAB (C)
10	2011 - 2011	Honda	ELEMENT PAB (B)
10	2010 - 2011	Honda	ELEMENT PAB (C)
10	2014 - 2014	Honda	FCX CLARITY PAB (A)
10	2014 - 2014	Honda	FIT EV PAB (A)
10	2011 - 2013	Honda	FIT PAB (B)
10	2010 - 2013	Honda	FIT PAB (C)
10	2014 - 2014	Honda	INSIGHT PAB (A)
10	2011 - 2014	Honda	INSIGHT PAB (B)
10	2010 - 2014	Honda	INSIGHT PAB (C)
10	2014 - 2015	Honda	PILOT PAB (A)
10	2011 - 2015	Honda	PILOT PAB (B)
10	2010 - 2015	Honda	PILOT PAB (C)
10	2014 - 2014	Honda	RIDGELINE PAB (A)
10	2011 - 2014	Honda	RIDGELINE PAB (B)
10	2010 - 2014	Honda	RIDGELINE PAB (C)
10	2010 - 2010	Infiniti	M PAB (C)
10	2014 - 2015	Jaguar	XF PAB (A)
10	2011 - 2015	Jaguar	XF PAB (B)
10	2010 - 2015	Jaguar	XF PAB (C)
10	2014 - 2016	Jeep	Wrangler PAB (A)
10	2011 - 2016	Jeep	Wrangler PAB (B)
10	2010 - 2016	Jeep	Wrangler PAB (C)
10	2011 - 2012	Land Rover	Range Rover PAB (B)
10	2010 - 2012	Land Rover	Range Rover PAB (C)
10	2011 - 2012	Lexus	ES350 PAB (B)
10	2010 - 2012	Lexus	ES350 PAB (C)
10	2014 - 2017	Lexus	GX460 PAB (A)
10	2011 - 2017	Lexus	GX460 PAB (B)
10	2010 - 2017	Lexus	GX460 PAB (C)
10	2011 - 2013	Lexus	IS250/350 PAB (B)
10	2010 - 2013	Lexus	IS250/350 PAB (C)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2014 - 2015	Lexus	IS250C/350C PAB (A)
10	2011 - 2015	Lexus	IS250C/350C PAB (B)
10	2010 - 2015	Lexus	IS250C/350C PAB (C)
10	2014 - 2014	Lexus	IS-F PAB (A)
10	2011 - 2014	Lexus	IS-F PAB (B)
10	2010 - 2014	Lexus	IS-F PAB (C)
10	2012 - 2012	Lexus	LFA PAB (B)
10	2012 - 2012	Lexus	LFA PAB (C)
10	2010 - 2010	Lincoln	MKX PAB (C)
10	2011 - 2012	Lincoln	Zephyr/MKZ PAB (B)
10	2010 - 2012	Lincoln	Zephyr/MKZ PAB (C)
10	2011 - 2012	Mazda	CX7 PAB (B)
10	2010 - 2012	Mazda	CX7 PAB (C)
10	2014 - 2015	Mazda	CX9 PAB (A)
10	2011 - 2015	Mazda	CX9 PAB (B)
10	2010 - 2015	Mazda	CX9 PAB (C)
10	2011 - 2011	Mazda	Mazda6 PAB (B)
10	2010 - 2011	Mazda	Mazda6 PAB (C)
10	2011 - 2011	Mazda	RX8 PAB (B)
10	2010 - 2011	Mazda	RX8 PAB (C)
10	2016 - 2017	McLaren	570 PAB (A)
10	2016 - 2017	McLaren	570 PAB (B)
10	2016 - 2017	McLaren	570 PAB (C)
10	2015 - 2016	McLaren	650S PAB (A)
10	2015 - 2016	McLaren	650S PAB (B)
10	2015 - 2016	McLaren	650S PAB (C)
10	2016 - 2016	McLaren	675LT PAB (A)
10	2016 - 2016	McLaren	675LT PAB (B)
10	2016 - 2016	McLaren	675LT PAB (C)
10	2014 - 2014	McLaren	MP4-12C PAB (A)
10	2014 - 2014	McLaren	MP4-12C PAB (B)
10	2014 - 2014	McLaren	MP4-12C PAB (C)
10	2014 - 2015	McLaren	P1TM PAB (A)
10	2014 - 2015	McLaren	P1TM PAB (B)
10	2014 - 2015	McLaren	P1TM PAB (C)
10	2014 - 2014	Mercedes-Benz	C-Class PAB (A)
10	2011 - 2014	Mercedes-Benz	C-Class PAB (B)
10	2010 - 2014	Mercedes-Benz	C-Class PAB (C)
10	2014 - 2017	Mercedes-Benz	E-Class Cabrio PAB (A)
10	2011 - 2017	Mercedes-Benz	E-Class Cabrio PAB (B)
10	2011 - 2017	Mercedes-Benz	E-Class Cabrio PAB (C)
10	2014 - 2017	Mercedes-Benz	E-Class Coupe PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
10	2011 - 2017	Mercedes-Benz	E-Class Coupe PAB (B)
10	2010 - 2017	Mercedes-Benz	E-Class Coupe PAB (C)
10	2014 - 2015	Mercedes-Benz	GLK Class PAB (A)
10	2011 - 2015	Mercedes-Benz	GLK Class PAB (B)
10	2010 - 2015	Mercedes-Benz	GLK Class PAB (C)
10	2015 - 2015	Mercedes-Benz	SLS-Class DAB (A)
10	2015 - 2015	Mercedes-Benz	SLS-Class DAB (B)
10	2015 - 2015	Mercedes-Benz	SLS-Class DAB (C)
10	2014 - 2015	Mercedes-Benz	SLS-Class PAB (A)
10	2011 - 2015	Mercedes-Benz	SLS-Class PAB (B)
10	2011 - 2015	Mercedes-Benz	SLS-Class PAB (C)
10	2015 - 2017	Mercedes-Benz	Sprinter DAB (A)
10	2015 - 2017	Mercedes-Benz	Sprinter DAB (B)
10	2015 - 2017	Mercedes-Benz	Sprinter DAB (C)
10	2011 - 2011	Mercedes-Benz	Sprinter PAB (B)
10	2010 - 2011	Mercedes-Benz	Sprinter PAB (C)
10	2011 - 2011	Mercury	Milan PAB (B)
10	2010 - 2011	Mercury	Milan PAB (C)
10	2016 - 2017	Mitsubishi	i-MiEV PAB (A)
10	2016 - 2017	Mitsubishi	i-MiEV PAB (B)
10	2016 - 2017	Mitsubishi	i-MiEV PAB (C)
10	2011 - 2012	Nissan	Versa PAB (B)
10	2010 - 2012	Nissan	Versa PAB (C)
10	2010 - 2010	Pontiac	Vibe PAB (C)
10	2014 - 2015	Scion	xB PAB (A)
10	2011 - 2015	Scion	xB PAB (B)
10	2010 - 2015	Scion	xB PAB (C)
10	2011 - 2013	Subaru	Forester PAB (B)
10	2010 - 2013	Subaru	Forester PAB (C)
10	2011 - 2011	Subaru	Impreza PAB (B)
10	2010 - 2011	Subaru	Impreza PAB (C)
10	2014 - 2014	Subaru	Legacy PAB (A)
10	2011 - 2014	Subaru	Legacy PAB (B)
10	2010 - 2014	Subaru	Legacy PAB (C)
10	2014 - 2014	Subaru	Outback PAB (A)
10	2011 - 2014	Subaru	Outback PAB (B)
10	2010 - 2014	Subaru	Outback PAB (C)
10	2014 - 2014	Subaru	Tribeca PAB (A)
10	2011 - 2014	Subaru	Tribeca PAB (B)
10	2010 - 2014	Subaru	Tribeca PAB (C)
10	2014 - 2014	Subaru	WRX/STI PAB (A)
10	2012 - 2014	Subaru	WRX/STI PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2012 - 2014	Subaru	WRX/STI PAB (C)
10	2014 - 2016	Tesla	Model S PAB (A)
10	2012 - 2016	Tesla	Model S PAB (B)
10	2012 - 2016	Tesla	Model S PAB (C)
10	2014 - 2016	Toyota	4Runner PAB (A)
10	2011 - 2016	Toyota	4Runner PAB (B)
10	2010 - 2016	Toyota	4Runner PAB (C)
10	2011 - 2013	Toyota	Corolla PAB (B)
10	2010 - 2013	Toyota	Corolla PAB (C)
10	2011 - 2013	Toyota	Matrix PAB (B)
10	2010 - 2013	Toyota	Matrix PAB (C)
10	2014 - 2014	Toyota	Sienna PAB (A)
10	2011 - 2014	Toyota	Sienna PAB (B)
10	2011 - 2014	Toyota	Sienna PAB (C)
10	2011 - 2011	Toyota	Yaris (Hatch Back) PAB (B)
10	2010 - 2011	Toyota	Yaris (Hatch Back) PAB (C)
10	2011 - 2012	Toyota	Yaris (Sedan) PAB (B)
10	2010 - 2012	Toyota	Yaris (Sedan) PAB (C)
10	2016 - 2017	Volkswagen	CC DAB (A)
10	2016 - 2017	Volkswagen	CC DAB (A)
10	2016 - 2017	Volkswagen	CC DAB (A)
10	2016 - 2017	Volkswagen	CC DAB (B)
10	2016 - 2017	Volkswagen	CC DAB (B)
10	2016 - 2017	Volkswagen	CC DAB (B)
10	2016 - 2017	Volkswagen	CC DAB (C)
10	2016 - 2017	Volkswagen	CC DAB (C)
10	2016 - 2017	Volkswagen	CC DAB (C)

**END OF ANNEX**

## **EXHIBIT 4**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] FINAL JUDGMENT**

IT IS on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, HEREBY ADJUDGED  
AND DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 54(b) AND 58  
AS FOLLOWS:

(1) On this date, the Court entered a Final Order Approving Class Action Settlement  
(Dkt. No. \_\_); and

(2) For the reasons stated in the Court's Final Order Approving Class Action  
Settlement, judgment is entered in accordance with the Final Order Approving Class Action  
Settlement, and all claims asserted against Subaru in this Action are dismissed with prejudice,  
without costs to any party, except as otherwise provided in the Final Order Approving Class Action  
Settlement or in the Settlement Agreement.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_ 2023.

---

FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

**EXHIBIT 5**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] FINAL ORDER APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

WHEREAS, the Court, having considered the Settlement Agreement filed on [REDACTED] (the “Settlement Agreement”) between and among the named Recycler Plaintiffs, through Settlement Class Counsel, and Defendants Fuji Heavy Industries Ltd. currently known as Subaru Corporation, and Subaru of America, Inc. (collectively “Subaru”), the Court’s [REDACTED] Order Granting Preliminary Approval of the Class Settlement, Directing Notice to the Class, and Scheduling Fairness Hearing (Dkt. No. [REDACTED]) (the “Preliminary Approval Order”), having held a Fairness Hearing on [REDACTED], and having considered all of the submissions and arguments with respect to the Settlement Agreement, and otherwise being fully informed, and good cause appearing therefore (all capitalized terms as defined in the Settlement Agreement);



**IT IS HEREBY ORDERED AS FOLLOWS:**

1. This Final Order Approving Class Action Settlement incorporates herein and makes a part hereof, the Settlement Agreement and its exhibits, and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Final Order and accompanying Final Judgment.

2. The Court has personal jurisdiction over all parties in the Action, including but not limited to all Class Members, and has subject matter jurisdiction over the Action, including jurisdiction to approve the Settlement Agreement, grant final certification of the Class, to settle and release all claims released in the Settlement Agreement, and dismiss the recycler/economic loss claims asserted against Subaru in the Actions with prejudice and enter final judgment with respect to Subaru in the Actions. Further, venue is proper in this Court.

**I. THE SETTLEMENT CLASS**

3. Based on the record before the Court, including all submissions in support of the settlement, objections and responses thereto and all prior proceedings in the Action, as well as the Settlement Agreement itself and its related documents and exhibits, the Court hereby confirms the certification of the following nationwide Class (the “Class”) for settlement purposes only:

All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Subaru, its officers, directors, employees and outside counsel; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; and Subaru Retailers and their officers and directors; (b) Settlement Class Counsel, Recycler Plaintiffs’ counsel, and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

“Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.

4. The Court finds that only those persons/entities/organizations listed on Appendix B to this Final Order Approving Class Action Settlement have timely and properly excluded themselves from the Class and, therefore, are not bound by this Final Order Approving Class Action Settlement or the accompanying Final Judgment.

5. The Court confirms, for settlement purposes and conditioned upon the entry of the Final Order and Final Judgment and upon the occurrence of the Effective Date, that the Class meets all the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3):

a. *Numerosity.* The Class, which is ascertainable, consists of more than approximately 16,300 members located throughout the United States and satisfies the numerosity requirement of FED. R. CIV. P. 23(a)(1). Joinder of these widely dispersed, numerous Class Members into one suit would be impracticable.

b. *Commonality.* There are some questions of law or fact common to the Class with regard to the alleged activities of Subaru in this case. These issues are sufficient to establish commonality under FED. R. CIV. P. 23(a)(2).

c. *Typicality.* The claims of class representatives are typical of the claims of the Class Members they seek to represent for purposes of settlement.

d. *Adequate Representation.* Recycler Plaintiffs’ interests do not conflict with those of absent members of the Class, and Recycler Plaintiffs’ interests are co-extensive with those of absent Class Members. Additionally, this Court recognizes the experience of Settlement Class Counsel. Recycler Plaintiffs and their counsel have prosecuted this action vigorously on behalf of the Class. The Court finds that the requirement of adequate representation of the Class has been fully met under FED. R. CIV. P. 23(a)(4).

e. *Predominance of Common Issues.* The questions of law or fact common to the Class Members predominate over any questions affecting any individual Class Member.

f. *Superiority of the Class Action Mechanism.* The class action mechanism provides a superior procedural vehicle for resolution of this matter compared to other available alternatives, at least for purposes of settlement. Class certification promotes efficiency and uniformity of judgment because the many Class Members will not be forced to separately pursue claims or execute settlements in various courts around the country.

6. The designated class representatives are as follows: 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.; Quartno's Auto Salvage and Young's Auto Center and Salvage, LP. The Court finds that these Class Members have adequately represented the Class for purposes of entering into and implementing the Settlement Agreement. The Court appoints Podhurst Orseck, P.A. (Court-appointed Chair Lead Counsel); Boies, Schiller & Flexner L.L.P. and Power, Rogers and Smith, P.C. (Court-appointed Co-Lead Counsel for the Economic Loss Track); and Baron & Budd P.C., Carella Byrne Cecchi Olstein P.C., and Lieff Cabraser Heimann & Bernstein, LLP (Court-appointed Plaintiffs' Steering Committee) on behalf of the Recycler Plaintiffs in the *Takata* MDL as Settlement Class Counsel.

7. In making all of the foregoing findings, the Court has exercised its discretion in certifying the Class.

## **II. NOTICE AND OUTREACH TO CLASS MEMBERS**

8. The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the

Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. CIV. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

9. The Court further finds that Settling Defendants, through the Settlement Notice Administrator, provided notice of the settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety days to comment or object to the Settlement Agreement before entering its Final Order and Final Judgment.

### **III. FINAL APPROVAL OF SETTLEMENT AGREEMENT**

10. The Court finds that the Settlement Agreement resulted from extensive arm's-length good faith negotiations between Settlement Class Counsel and Settling Defendants, through experienced counsel.

11. Pursuant to FED. R. CIV. P. 23(e), the Court hereby finally approves in all respects the Settlement as set forth in the Settlement Agreement and finds that the Settlement Agreement, and all other parts of the settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Class and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act, and any other applicable law. The Court hereby declares that the Settlement Agreement is binding on all Class Members, except those identified on Appendix B. The decisions of the Settlement Special Administrator relating to the review, processing, determination and payment of Claims submitted pursuant to the Settlement Agreement are final

and not appealable.

12. The Court finds that the Settlement Agreement is fair, reasonable and adequate based on the following factors, among other things: (a) there is no fraud or collusion underlying the Settlement Agreement; (b) the complexity, expense, uncertainty and likely duration of litigation in the Action favor settlement on behalf of the Class; (c) the stage of the proceedings and the amount of discovery completed; (d) the probability of the plaintiffs' success on the merits; (e) the range of possible recovery; and (f) the opinions of the class counsel, class representatives, and the substance and amount of opposition to the settlement. *In re Checking Acct. Overdraft Litig.*, 830 F. Supp. 2d 1330, 1345 (S.D. Fla. 2011).

13. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement. In addition, the Parties are authorized to agree to and adopt such amendments and modifications to the Settlement Agreement as: (i) shall be consistent in all material respects with this Final Order Approving Class Action Settlement; and (ii) do not limit the rights of the Class.

14. The Court has considered all objections, timely and proper or otherwise, to the Settlement Agreement and denies and overrules them as without merit.

#### **IV. ATTORNEYS' FEES AND COSTS AND SETTLEMENT INCENTIVE AWARDS TO CLASS REPRESENTATIVES**

15. Class Counsel has not applied for service awards based upon the recent Eleventh Circuit opinion on *Johnson v. NPAS Sols., LLC*, 43 F.4th 1138 (11th Cir. 2022).

16. Additionally, the Settlement Agreement provides that Class Counsel may seek reimbursement of up to \$26,867.23 in attorneys' costs and expenses. Settlement Class Counsel seeks \$26,867.23 in costs and expenses. Settlement Class Counsel are not seeking any attorneys' fees associated with the settlement of this action. The court finds that costs and expenses incurred by class counsel over the course of this litigation are reasonable, and therefore the application for a total of \$26,867.23 in costs and expenses is **Granted**.

## V. DISMISSAL OF CLAIMS, RELEASE

1. All economic loss claims asserted against Subaru in the Action are hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

2. Upon entry of this Final Order Approving Class Action Settlement and the Final Judgment, class representatives and each Class Member (except those listed on Appendix B), on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind and/or type regarding the subject matter of the Actions and/or the subject Inflators, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert and/or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, and/or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common law, statutory, and/or equitable relief theories, or from any other source, and any claim or potential claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles' airbags containing desiccated or non-desiccated

driver's or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged or described in the Actions or any amendments of the Actions.

3. Notwithstanding the definition of Excluded Parties, the release shall extend to the Released Parties with respect to the 2005 and 2006 Saab 9-2X vehicles and to General Motors Corp. and its affiliates, to General Motors LLC, General Motors Holdings LLC, and General Motors Company and their affiliates (the Old and New and related entities) and to Saab Automobile AB, and to all related corporate entities. Any claims against General Motors (the Old and New and related entities) and/or Saab Automobile AB, and all related corporate entities, with respect to any other vehicles are not released and are expressly retained by the Class.

4. Class Members are not releasing claims for or arising from personal injury, wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle (other than damage to the Subject Vehicle and/or Inflator itself).

5. If a Class Member who does not timely and properly opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

6. Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.

7. Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of the Settlement Agreement.

8. By not excluding themselves from the Action and to the fullest extent they may

lawfully waive such rights, all class representatives are deemed to acknowledge and waive Section 1542 of the Civil Code of the State of California and any law of any state or territory that is equivalent to Section 1542. Section 1542 provides that:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

9. The Court orders that the Settlement Agreement shall be the exclusive remedy for all claims released in the Settlement Agreement for all Class Members not listed on Appendix B.

10. Therefore, except for those listed on Appendix B, all class representatives, Class Members and their representatives are hereby permanently barred and enjoined from, either directly, through their representatives, or in any other capacity instituting, commencing, filing, maintaining, continuing or prosecuting against any of the Released Parties (as that term is defined in the Settlement Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action described. In addition, all class representatives, Class Members and all persons and entities in active concert or participation with Class Members are permanently barred and enjoined from organizing Class Members who have not been excluded from the Class into a separate class for purposes of pursuing, as a purported class action, any lawsuit against the Released Parties based on or relating to the claims and causes of action in the complaint in the Action, or the facts and circumstances relating thereto or the release in the Settlement Agreement. Pursuant to 28 U.S.C. §§1651(a) and 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the settlement as set forth in the Settlement Agreement, and the Action.

11. Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this class action settlement.



## VI. OTHER PROVISIONS

12. Without affecting the finality of this Final Order Approving Class Action Settlement or the accompanying Final Judgment, the Court retains continuing and exclusive jurisdiction over the Action and all matters relating to the administration, consummation, enforcement and interpretation of the Settlement Agreement and of this Final Order Approving Class Action Settlement and the accompanying Final Judgment, to protect and effectuate this Final Order Approving Class Action Settlement and the accompanying Final Judgment, and for any other necessary purpose. The Parties, the class representatives, and each Class Member not listed on Appendix B are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including the exhibits thereto, and only for such purposes.

13. In the event that the Effective Date does not occur, certification of the Class shall be automatically vacated and this Final Order Approving Class Action Settlement and the accompanying Final Judgment, and other orders entered in connection with the Settlement Agreement and releases delivered in connection with the Settlement Agreement, shall be vacated and rendered null and void as provided by the Settlement Agreement.

14. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent with this Final Order Approving Class Action Settlement and the accompanying Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.

15. Nothing in this Final Order Approving Class Action Settlement or the accompanying Final Judgment shall preclude any action in this Court to enforce the terms of the

Settlement Agreement.

16. Neither this Final Order Approving Class Action Settlement nor the accompanying Final Judgment (nor any document related to the Settlement Agreement) is or shall be construed as an admission by the Parties. Neither the Settlement Agreement (or its exhibits), this Final Order Approving Class Action Settlement, the accompanying Final Judgment, or any document related to the Settlement Agreement shall be offered in any proceeding as evidence against any of the Parties of any fact or legal claim; provided, however, that Subaru and the Released Parties may file any and all such documents in support of any defense that the Settlement Agreement, this Final Order Approving Class Action Settlement, the accompanying Final Judgment and any other related document is binding on and shall have res judicata, collateral estoppel, and/or preclusive effect in any pending or future lawsuit by any person or entity who is subject to the release described above in Paragraph 23 asserting a released claim against any of the Released Parties.

17. A copy of this Final Order Approving Class Action Settlement shall be filed in, and applies to, each remaining economic loss member action in this multidistrict litigation. Filed concurrently herewith is the Court's Final Judgment. Attached hereto as Appendix A is a list of the Subject Vehicles (identified by make, model, and year) to which these Orders and the Court's Final Judgment apply. Also attached hereto as Appendix B is a list of persons, entities, and organizations who have excluded themselves from (or "opted out" of) the Class.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_ 2023.

\_\_\_\_\_  
FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

**EXHIBIT 6**

AUTHORIZED BY THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

# **If You Have Purchased Certain Vehicles that Have Takata Inflators and/or Takata Inflator-Related Component Parts while Engaged in the Business of Automotive Salvage and/or Recycling, You Could Get Benefits from a Class Action Settlement.**

*Para ver este aviso en español, visit [www.\[website\].com](http://www.[website].com)*

- There is a proposed settlement in a class action lawsuit against Takata Corporation, its affiliates, and those automotive companies to whom Takata supplied certain airbag products. The settlement resolves certain claims against Subaru entities, including, but not limited to, Subaru of America, Inc. and Fuji Heavy Industries Ltd., currently known as Subaru Corporation (collectively, “Subaru”) that were based on the inclusion of those Takata airbag products in certain Subaru and Saab 9-2X vehicles (“Subaru vehicles”). The Class Members included in the settlement have legal rights, options and deadlines by which they must exercise them.
- You are included if you purchased certain Subaru vehicles (which are listed in Question 3 below) and currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.
- The proposed settlement provides for an Enhanced Inflator Recovery Program.

Please read this Notice carefully. Your legal rights are affected, whether you act or not. You are encouraged to periodically check the website, [www.\[website\].com](http://www.[website].com), because it will be updated with additional information.

## **A. BASIC INFORMATION**

### **1. What is this Notice about?**

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit and your options and associated deadlines before the Court decides whether to give final approval to the settlement. The name of the lawsuit is *In Re: Takata Airbag Product Liability Litigation*, No. 15-MD-2599-FAM. Takata and several automotive companies, including Subaru, have been named as defendants in the litigation. This Notice explains the lawsuit, the proposed settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the settlement. Benefits will be distributed only if the Court finally approves the settlement and, subject to the terms of the Settlement, the settlement approval is upheld after any appeals. Please be patient and check the website identified in this Notice regularly. Please do not contact Subaru Retailers regarding the details of this settlement while it is pending before the Court.

*Your legal rights may be affected even if you do not act.  
Please read this Notice carefully.*

## YOUR RIGHTS AND CHOICES

<i><b>YOU MAY:</b></i>		<i><b>DATE/CLAIM PERIOD</b></i>
<b>SUBMIT A CLAIM(S)</b>	This is the only way that you can receive cash payments for which you may be eligible from the Enhanced Inflator Recovery Program.	<p><i>Class members will have two years from the date of implementation of the Enhanced Inflator Recovery Program to submit a Claim online or via a smartphone app.</i></p> <p><i>The date of implementation and Final Claim Deadline, when known, will be posted on the Settlement website.</i></p>
<b>OBJECT</b>	If you do not like the proposed Settlement, you can write to the Court and explain why; the Court will consider your objection before deciding whether to approve the Settlement.	<i>[insert date 30 days before Fairness Hearing]</i>
<b>EXCLUDE YOURSELF</b>	Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue Subaru about the issues in your own lawsuit.	<i>[insert date 30 days before Fairness Hearing]</i>
<b>APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING</b>	You are not required to enter an appearance in the lawsuit to participate in the proposed settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the Fairness Hearing about the proposed settlement, if you have previously filed an objection and submitted a timely notice of intention to appear at the Fairness Hearing.	<p><i>Appearance deadline is [insert date 30 days before Fairness Hearing]</i></p> <p><i>The Court will hold the Fairness Hearing at [insert] (ET) on [insert]</i></p>
<b>DO NOTHING</b>	You may not receive settlement benefits that you may otherwise be eligible for and you give up the right to sue Subaru about the issues in the lawsuit.	

### 2. What is the lawsuit about?

The lawsuit alleges that certain automotive companies, including Subaru, manufactured, distributed, or sold certain vehicles containing allegedly defective Takata airbag inflators manufactured by Defendants Takata Corporation and TK Holdings, Inc. The inflators allegedly could, upon deployment, rupture and expel debris or shrapnel into the occupant compartment and/or otherwise affect the airbag's deployment. Plaintiffs allege they overpaid for certain Subject Vehicles as a result of the defect.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

The lawsuit claims violations of various state consumer protection statutes, among other claims. You can read the Second Amended Consolidated Class Action Complaint filed by certain recyclers by visiting [www.\[website\].com](http://www.[website].com). Subaru denies that it has violated any law, denies liability, and denies that it engaged in any wrongdoing with respect to the manufacture, distribution, or sale of the Subject Vehicles.

On January 13, 2017, the Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it “knowingly devised and participated in a scheme to obtain money and enrich Takata by, among other things, inducing the victim OEMs to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were.” On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud, as part of a settlement with the U.S. Department of Justice.

The recycler Plaintiffs filed their First Amended Consolidated Class Action Complaint against Defendants on May 18, 2018. In response, the Automotive Defendants filed Motions to Dismiss. The Court granted in part and denied in part the Motions to Dismiss on March 9, 2021. The Court dismissed the following claims against Subaru: RICO claim for the nationwide class; Lanham Act for all Plaintiffs; Fraudulent Concealment and Fraudulent Misrepresentation claims for Tennessee and North Carolina; Violation of the Georgia Uniform Deceptive Trade Practices Act; and Violation of the Tennessee Consumer Protection Act. The claims remaining against Subaru were: Violation of Florida’s Deceptive and Unfair Trade Practices Act; Violation of the North Carolina Unfair and Deceptive Trade Practices Act; Violation of the Tennessee Consumer Protection Act (dismissed by the Court but still pled in the Second Amended Complaint); and Fraudulent Concealment and Fraudulent Misrepresentation claims under Georgia, Florida, Missouri, Texas, and Virginia law.

On April 24, 2021, the Plaintiffs filed a Second Amended Class Action Complaint. This Complaint was corrected by Plaintiffs on May 7, 2021, and this is the operative pleading for Plaintiffs’ claims at this time. Subaru answered the Second Amended Class Action Complaint on May 21, 2021.

A detailed description of the legal proceedings, including motions to dismiss, is set forth in the Settlement Agreement, which is on the settlement website [www.\[website\].com](http://www.[website].com).

### 3. What vehicles are included in the settlement?

The following Subaru vehicles (called the “Subject Vehicles”) distributed for sale or lease in the United States, the District of Columbia, Puerto Rico or any other United States territories or possessions are included:

<b>Model Years</b>	<b>Make and Model</b>	<b>Inflator Type</b>
2003-2006	Subaru Baja	PSPI
2009-2013	Subaru Forester	PSPI-6
2004-2011	Subaru Impreza (including WRX/STI)	2004-2005: SPI 2006-2007: PSPI 2008-2011: PSPI-6
2003-2014	Subaru Legacy	2003-2004: PSPI 2005-2009: PSPI-L 2010-2014: PSPI-6

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

<b>Model Years</b>	<b>Make and Model</b>	<b>Inflator Type</b>
2003-2014	Subaru Outback	2003-2004: PSPI 2005-2009: PSPI-L 2010-2014: PSPI-6
2006-2014	Subaru Tribeca	PSPI-L
2012-2014	Subaru WRX/STI	PSPI-6
2005-2006	Saab 9-2X	2005: SPI 2006: PSPI

#### 4. Why is this a class action?

In a class action, “class representatives” sue on behalf of other people or entities who have similar claims. All of these people together are the “Class” or “Class Members” if the Court approves this procedure. Once approved, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

#### 5. Why is there a settlement?

Both sides in the lawsuit agreed to a settlement in order to avoid the cost and risk of further litigation, with the goal of enhanced customer satisfaction. As a result of the settlement, the Class Members can get the benefits of the settlement; in exchange, Subaru receives a release from liability. The settlement does not mean that Subaru broke any laws or did anything wrong. The Court did not decide which side was right. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives/Named Plaintiffs and the lawyers representing them (called “Settlement Class Counsel”) believe that the settlement is in the best interests of all Class Members.

The essential terms of the settlement are summarized in this Notice. The Settlement Agreement along with all exhibits sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

### B. WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Class Member.

#### 6. How do I know if I am part of the settlement?

You are part of the settlement if you are a person or entity that purchased a Subject Vehicle containing a Takata inflator, and you currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts in the United States and the territories and possessions of the United States prior to **[insert date of Preliminary Approval Order]**.

This is called the “Class.” Excluded from this Class are: (a) Subaru, their officers, directors, and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and Subaru Retailers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

assigned to this case; and (d) persons who or entities which timely and properly exclude themselves from (opt out of) the Class.

**The settlement does not relate to claims for personal injury or property damage to any property other than the Subject Vehicles.**

## 7. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included in the Class, you may call 1-[phone number]. Please do not contact Subaru Retailers regarding the settlement while it is pending before the Court as the Court has ordered that all questions be directed to the Settlement Notice Administrator.

## C. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT

### 8. What does the settlement provide? What is the Enhanced Inflator Recovery Program?

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on the settlement website. The Court still has to decide whether to finally approve the settlement.

**The proposed settlement benefits consist of an Enhanced Inflator Recovery Program. Class Members will submit claims to the Settlement Claims Administrator, Rebuilders Automotive Supply, Inc. ("RAS"), which will purchase intact, missing, and deployed Inflators in recalled (as of the date of the Settlement Agreement) Subject Vehicles of Class Members. The Inflators that are purchased through the Program will be recovered and destroyed where possible. If you have previously been compensated by Subaru for an Inflator, you cannot be compensated under this Program for the same Inflator.**

**Deadline to Submit Claim:** To receive reimbursement for a Claim, eligible Class Members must submit the Claim during the Claim Period. Class Members will have two years from the date of implementation of the Enhanced Inflator Recovery Program to submit a Claim.

**Obtaining, Completing and Submitting a Claim:** You can complete and submit a Claim either online at [www.coresupply.com](http://www.coresupply.com) or via smartphone app, RAS CorePro Mobile. You can also obtain a Claim Form from the settlement website, which includes the instructions to submit a Claim for intact Inflators or missing or deployed Inflators either online or via the smartphone app.

We do not know whether or when the Court will finally approve the settlement or whether there will be any appeals that would have to be resolved in favor of the settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check [www.\[website\].com](http://www.[website].com) regularly for updates regarding the settlement.

*Please note that you have to take action within certain deadlines to receive certain benefits, such as completing and submitting a Claim. If you do nothing, you may not receive benefits from the settlement, and, as a Class Member, you will not be able to sue the Released Parties about the issues in the lawsuit.*

**Enhanced Inflator Recovery Program:** Pursuant to the Enhanced Inflator Recovery Program and at Subaru's direction, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy airbag assemblies containing Inflators (for recovery of undeployed Inflators, the airbag modules containing Inflators) in or from Class Members' Subject Vehicles that have been recalled as of the date of the Settlement Agreement. This Enhanced Inflator Recovery Program does not apply to Inflators (or airbag modules containing an Inflator)

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**



that were previously recovered and purchased by Subaru under a separate program administered by the Settlement Claims Administrator. This Enhanced Inflator Recovery Program excludes Inflators that have not been recalled as of the date of the Settlement Agreement.

If the Inflators in Class Members' Subject Vehicles that have been recalled as of the date of the Settlement Agreement have deployed or are missing, the Settlement Claims Administrator shall, to the extent reasonably practicable, locate and identify such Inflators and request the Class Member to submit specified geotagged pictures and documentation, as per RAS's requirements, for verification of such deployed or missing Inflators.

To the extent reasonably practicable, a website for the Enhanced Inflator Recovery Program shall be created ("Settlement Website") and overseen by the Settlement Claims Administrator which will (i) make available to Class Members information applicable to Subject Vehicles; (ii) allow Class Members to upload batches of VINs for batch processing and comparison to a list of VINs maintained by the Settlement Claims Administrator to determine which, if any, Inflators are subject to purchase under the Enhanced Inflator Recovery Program; (iii) direct Class Members to submit claims under the Enhanced Inflator Recovery Program for the purchase of Inflators in Subject Vehicles that have been recalled as of the date of the Settlement Agreement or payment for deployed or missing Inflators in Subject Vehicles that have been recalled as of the date of the Settlement Agreement; and (iv) allow Class Members to submit claims under the Enhanced Inflator Recovery Program at/after the Effective Date.

For implementation of the Enhanced Inflator Recovery Program for recovered airbag assemblies containing Inflators (for recovery of undeployed Inflators, the airbag modules containing Inflators) that have been recalled as of the date of the Settlement Agreement, Subaru, through the Settlement Claims Administrator, shall pay eligible Class Members a total of \$69.00 for a passenger side airbag module containing an Inflator which is 15% more per recovered airbag module containing an Inflator than Subaru currently, as of the Effective Date that the Settlement Agreement was executed (unless implemented earlier) pays under Subaru's existing, separate program to recover Takata inflators that is administered by RAS.

For implementation of the Enhanced Inflator Recovery Program for deployed or missing Inflators that have been recalled as of the date of the Settlement Agreement, Subaru, through the Settlement Claims Administrator, shall pay eligible Class Members a total of \$17.25 per Inflator. Currently, as of the date the Settlement Agreement was executed, Subaru does not pay for deployed or missing Inflators under its existing, separate program to recover Takata inflators that it administers by the Settlement Claims Administrator,

The Settlement Claims Administrator shall coordinate with, notify, and provide monthly updates to Subaru regarding the results of the implementation of the Enhanced Inflator Recovery Program.

Subaru shall enter into a written, legally enforceable agreement with RAS (the "RAS Inflator Recovery Program Agreement") that memorializes the terms of the Enhanced Inflator Recovery Program as described above. Under the terms of the Settlement Agreement, Subaru shall have a continuing obligation until the termination of the Enhanced Inflator Recovery Program to periodically monitor RAS's compliance with the terms of the RAS Inflator Recovery Program Agreement. If Subaru determines that RAS has breached the agreement, Subaru shall take necessary and reasonable steps to enforce the terms of the RAS Inflator Recovery Program Agreement. Subaru will provide Settlement Class Counsel with a copy of the agreement within one week of its execution and Settlement Class Counsel shall keep this agreement confidential.

The Enhanced Inflator Recovery Program shall run for a total of two years, measured from the date of implementation. Subaru, at its sole discretion, may implement the Enhanced Inflator Recovery Program prior to the occurrence of the Effective Date.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

To the extent practicable, the duties of the Settlement Claims Administrator are to receive, review, and process the claims submitted to the Enhanced Inflation Recovery Program by Class Members (“Claims”) to determine whether Claims satisfy the criteria for payment specified in the Settlement Agreement. For validated Claims, the Settlement Claims Administrator shall request funding from Subaru for payment to eligible Class Members for the validated Claims for the Subject Vehicles. For deficient Claims, the Settlement Claims Administrator shall provide a notice of deficiency to the Class Members describing the deficiency and providing the Class Member with 45 days measured from the date of the notice of deficiency, to cure the defect. If the Claims are not cured within the time period, the Claims shall be denied. The Settlement Claims Administrator shall have the authority to determine whether the Claims are complete, timely, and valid/deficient/invalid, and its decision shall be final and not appealable. The Settlement Claims Administrator shall provide periodic reports to counsel for Subaru and Settlement Class Counsel, but not more often than quarterly.

## 9. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, Class Members who do not exclude themselves from the Class will release Subaru and the Released Parties from liability and will not be able to sue the Released Parties about the issues in the lawsuit. The Settlement Agreement at Section VII describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, the full release section and the definition of Released Parties appears in Appendix A to this Notice. The Settlement Agreement is available at [www.\[website\].com](http://www.[website].com). You can talk to one of the lawyers listed in Question 13 below for free or you can talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

## D. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Subaru or the Released Parties over the legal issues in the lawsuit, then you must take steps to exclude yourself from this settlement. This is also known as “opting out” of the Class.

## 10. If I exclude myself, can I get anything from this settlement?

If you exclude yourself, you cannot receive settlement benefits. If you ask to be excluded, you cannot object to the settlement. But, if you timely and properly request exclusion, the settlement will not prevent you from suing, continuing to sue, or remaining or becoming part of a different lawsuit against Subaru or the Released Parties in the future about the issues in the lawsuit. If you exclude yourself, you will not be bound by anything that happens in this lawsuit and you may not object to the settlement.

## 11. If I do not exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue the Released Parties for the claims resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against the Released Parties about the issues in the lawsuit, as set forth in the full release attached in Appendix A to this Notice.

## 12. How do I get out of the settlement?

To exclude yourself from the settlement, you **must** mail a written request for exclusion to the Settlement Notice Administrator saying that you want to be excluded from the settlement in *In Re: Takata Airbag Products Liability Litigation (Economic Loss Track Cases)*, and mention the case number (1:15-md-2599-FAM).

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

The letter **must** be signed by you or the entity seeking to be excluded from the Class and include the following information: (i) your full name, telephone number, and address; (ii) a statement affirming you are a member of the Class and providing the Vehicle Identification Number(s) (VIN) of each of the Subject Vehicles you wish to be excluded from the Settlement; and (iii) a statement that you wish to be excluded from the Subaru Settlement in the *In re Takata Airbag Products Liability Litigation, 15-md-02599-FAM*. You can't ask to be excluded over the phone or at the settlement website. To be valid and timely, opt-out requests must be postmarked on or before **[insert date 30 days before Fairness Hearing]**, the last day of the Exclusion ("Opt-Out") Period (the "Exclusion (Opt-Out) Deadline"). You **must** mail your request for exclusion postmarked no later than **[insert date 30 days before Fairness Hearing]** to:

**Settlement Notice Administrator**  
**ADDRESS**

The deadlines found in this Notice may be changed by the Court. Please check **www.[website].com** regularly for updates regarding the settlement.

## E. THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called "Settlement Class Counsel": Peter Prieto of Podhurst Orseck, P.A., is Chair Lead Counsel, and David Boies of Boies Schiller & Flexner, L.L.P. and Todd A. Smith of Power, Rogers & Smith, L.L.P. are Co-Lead Counsel. Roland Tellis of Baron & Budd P.C., James Cecchi of Carella Byrne Cecchi Olstein P.C., and Elizabeth Cabraser of Loeff, Cabraser, Heimann & Bernstein, LLP are the Plaintiffs' Steering Committee members. Their contact information is as follows:

Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3 <sup>rd</sup> Avenue, Suite 2300 Miami, Florida 33131 Tel: (305) 358-2800 Email: pprieto@podhurst.com URL: www.podhurst.com Chair Lead Counsel	David Boies BOIES, SCHILLER & FLEXNER, L.L.P. 575 Lexington Avenue New York, NY 10022 Tel: (305) 539-8400 Email: dboies@bsflp.com URL: www.bsflp.com Co-Lead Counsel for the Economic Loss Track
Todd A. Smith POWER, ROGERS AND SMITH, L.L.P. 70 West Madison St., Suite 5500 Chicago, IL 60602 Tel: (312)313-0202 Email: tas@prslaw.com URL: www.prslaw.com Co-Lead Counsel for the Economic Loss Track	Roland Tellis BARON & BUDD 15910 Ventura Blvd. #1600 Encino, CA 91436 Tel: (818) 839-2333 Email: rtellis@baronbudd.com URL: www.baronbudd.com Plaintiffs' Steering Committee

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

James E. Cecchi CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC 5 Becker Farm Road Roseland, NJ 07068 Tel: (973)994-1700 Email: jcecchi@carellabyrne.com URL: www.carellabyrne.com Plaintiffs' Steering Committee	Elizabeth J. Cabraser LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111 Tel: (415)956-1000 Email: ecabraser@lchb.com URL: www.lchb.com Plaintiffs' Steering Committee
--	--

#### 14. Will the lawyers be paid? What about awards to the named plaintiffs/ class representatives?

The Parties did not begin to negotiate Attorneys' Fees and Expenses, if any, until after agreeing to the principal terms set forth in the Settlement Agreement. After agreeing to the principal terms set forth in this Settlement Agreement, Settlement Class Counsel and Subaru's Counsel negotiated the amount of expenses that, separate and apart from the consideration for this settlement, following application to the Court and subject to Court approval, would be paid by Subaru as the costs and expense reimbursement to Settlement Class Counsel.

As a result of these negotiations, Settlement Class Counsel agrees not to seek or accept any attorneys' fees relating to the resolution of the Actions.

Settlement Class Counsel further agrees to limit any petition for an award of attorneys' expenses to be paid by Subaru in the Actions not to exceed \$26,867.23 in total costs and expenses.

This award of costs and expenses shall be the sole compensation paid by Subaru for all plaintiffs' counsel in the Actions. Any Attorneys' expenses award made by the Court shall be paid by Subaru within 30 days of the Effective Date.

Any order or proceedings relating to the Attorneys' costs and expenses application, or any appeal from any order related thereto, or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date.

The Attorneys' expenses paid by Subaru as provided for in this Agreement shall be allocated by Settlement Class Counsel among other plaintiffs' counsel in a manner that Settlement Class Counsel in good faith believe reflects the contributions of all plaintiffs' counsel to the prosecution and settlement of the claims against Subaru in the Actions.

Subaru shall not be liable for, or obligated to pay, any attorneys' fees, expenses, costs, or disbursements, either directly or indirectly, in connection with the Actions or the Agreement, other than as set forth in the Settlement Agreement.

The amount(s) of any Attorneys' expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' expenses awarded by the Court to Settlement Class Counsel shall affect whether the Final Order and Final Judgment are final.

Pursuant to case law, Recycler Plaintiffs are not seeking any incentive awards relating to the resolution of the Actions.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

## F. OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the settlement or some part of it.

### 15. How do I tell the Court if I do not like the settlement?

If you are a Class Member, and you do not exclude yourself from the Class, you can object to the settlement if you do not like some part of it or all of it. You can explain why you think the Court should not approve it. To object, you must deliver to Settlement Class Counsel, Subaru's Counsel (see addresses below), and the Court, on or before **[insert date 30 days before Fairness Hearing]** a written statement of your objections.

The written objection of any Class Member must include:

- a) a heading which refers to the Takata MDL;
- b) the objector's full name, telephone number, and address (the objector's actual residential address must be included);
- c) an explanation of the basis upon which the objector claims to be a Class Member, including the Vehicle Identification Number ("VIN") of at least one of the objector's Subject Vehicle(s);
- d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f) if represented by counsel, the full name, telephone number, and address of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- h) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity;
- i) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;
- j) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- k) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and
- l) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

Any documents supporting the objection must also be attached to the objection.

The objection must be received by Settlement Class Counsel and Subaru's Counsel no later than **[insert date 30 days before Fairness Hearing]**. To have your objection considered by the Court, you also must send the objection to the Clerk of Court (identified below) so that it is received and filed no later than **[insert date 30 days before Fairness Hearing]**.

Objections must be mailed to:

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

<u>Clerk of the Court</u> Wilkie D. Ferguson, Jr. U.S. Courthouse 400 North Miami Avenue Miami, FL 33128	<u>Settlement Class Counsel</u> Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3 <sup>rd</sup> Ave, Suite 2300 Miami, FL 33131	<u>Subaru's Counsel</u> Michael B. Gallub Homer B. Ramsey HERZFELD & RUBIN, P.C. 125 Broad Street, 12 <sup>th</sup> Floor New York, NY 10004
--	--	---

## 16. What is the difference between objecting and excluding?

Excluding yourself (or “opting out”) is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you. Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Class.

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court’s orders will apply to you, you will be eligible for the settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue the Released Parties over the issues in the lawsuit, as set forth in the full release attached in Appendix A to this Notice.

## G. THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval to the settlement, sometimes called the “Fairness Hearing.” If you have filed an objection on time and attend the hearing, you may ask to speak (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

## 17. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Final Approval, or “Fairness,” Hearing at **[insert time]** (ET) on **[insert date]** at the Wilkie D. Ferguson, Jr. United States District Courthouse, Southern District of Florida, 400 North Miami Avenue, Miami, FL 33128. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*See* Question 19 below). After the hearing, the Court will decide whether to grant final approval of the settlement. We do not know how long these decisions will take.

## 18. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it - but you can if you provide advance notice of your intention to appear (*See* Question 19 below). As long as you filed a written objection with all of the required information on time with the Court, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

## 19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear in *In Re: Takata Airbag Products Liability Litigation (Economic Track Cases)*, No. 1:15-md-2599-FAM” to Settlement Class Counsel and Subaru’s Counsel identified above (see Question 15) so that they receive it no later than **[insert date 30 days before**

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**



**Fairness Hearing**. You must also send such a Notice to the Clerk of Court so that it is received and filed no later than **[insert date 30 days before Fairness Hearing]**. You must include your name, address, telephone number, the year, make and model and VIN number of your vehicle, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness Hearing at **[insert time] (ET)** on **[insert date]**. You cannot speak at the hearing if you excluded yourself from the Class.

## H. GETTING MORE INFORMATION

### 20. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other information about the settlement and the Claim Form at **www.[website].com**. You can also call the toll-free number, **1-[PHONE NUMBER]**, or write the Settlement Notice Administrator at **ADDRESS**. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

### 21. When will the settlement be final?

The settlement will not be final unless and until the Court grants final approval of the settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact Subaru or Subaru Retailers about the Settlement. Please direct all questions about the Settlement to the Settlement Administrator.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

July 26, 2022 Draft – for Discussion Purposes Only  
Confidential Settlement Negotiations  
Not Admissible in Any Proceeding  
Subject to Federal Rule of Evidence 408 and State Equivalents

**Appendix A**

**Section VII from the Settlement Agreement - Release and Waiver**

- A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.
- B. In consideration for the relief provided above, the Recycler Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind and/or type regarding the subject matter of the Actions and/or the subject Inflators, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert and/or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, and/or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common law, statutory, and/or equitable relief theories, or from any other source, and any claim or potential claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles' airbags containing desiccated or non-desiccated driver's or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged or described in the Actions or any amendments of the Actions.
- C. Notwithstanding the definition of Excluded Parties, the foregoing release set forth in Section VII.B above shall extend to the Released Parties with respect to the 2005 and 2006 Saab 9-2X vehicles and to General Motors Corp. and its affiliates, to General Motors LLC, General Motors Holdings LLC, and General Motors Company and their affiliates (the Old and New and related entities) and to Saab Automobile AB, and to all related corporate entities. Any claims against General Motors (the Old and New and related entities) and/or Saab Automobile AB, and all related corporate entities, with respect to any other vehicles are not released and are expressly retained by the Class.
- D. If a Class Member who does not timely and properly opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.
- E. Notwithstanding the Release set forth in this Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.
- F. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of this Agreement.



G. The Final Order and Final Judgment will reflect these terms.

H. The Recycler Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, instigate, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, claim and/or proceeding, whether legal, administrative or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.

I. In connection with this Agreement, the Recycler Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Settlement Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, acquit and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, and the Subject Vehicles, except as otherwise stated in this Agreement.

J. The Recycler Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Recycler Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

K. The Recycler Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. The Recycler Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that the Recycler Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting Claims to the Enhanced Inflation Recovery Program shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

L. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements of any kind and nature incurred by any attorneys, Settlement Class Counsel, or the Recycler Plaintiffs.

M. Settlement Class Counsel and any other attorneys who worked with or on behalf of Settlement Class Counsel on any of the Actions acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

N. Pending final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties agree that any and all outstanding obligations and deadlines relating to pleadings, discovery, and any other pretrial requirements are hereby stayed and suspended as to Subaru. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Subaru.

O. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

P. The Recycler Plaintiffs and Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

**EXHIBIT 7**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
MASTER CASE NO. 1:15-md-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM**

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

The Parties to the above-captioned economic loss actions brought by certain Recycler Plaintiffs currently pending against Fuji Heavy Industries Ltd., currently known as Subaru Corporation, and Subaru of America, Inc. (collectively, “Subaru”) as part of this multidistrict litigation have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement”). The Parties reached the Settlement through arm’s-length negotiations over several months. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Recycler Plaintiffs and the proposed Class would fully, finally, and forever resolve, discharge, and release their economic loss

claims against the Released Parties in exchange for Subaru's agreement to implement an Enhanced Inflater Recovery Program, as set forth in the Settlement.<sup>1</sup>

The Settlement has been filed with the Court, and Recycler Plaintiffs have filed an Unopposed Motion for Preliminary Approval of Class Settlement with Subaru Defendants, and for Preliminary Certification of the Class (the "Motion"), for settlement purposes only. Upon considering the Motion and exhibits thereto, the Settlement, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and Parties to these proceedings; (2) the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure<sup>2</sup> and should be preliminarily certified for settlement purposes only; (3) the persons and entities identified below should be appointed class representatives, and Settlement Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel and is not the result of collusion; (5) the Settlement is fair, reasonable, and adequate and should be preliminarily approved; (6) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Class; (7) the proposed Notice Program, proposed forms of notice, and proposed Claim Form satisfy Rule 23 and Constitutional Due Process requirements, and are reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, preliminary class certification for settlement purposes only, the terms of the Settlement, request for Settlement Class Counsel's costs, request for service awards for Recycler Plaintiffs, their rights to opt-out of the Class and object to the Settlement, and the process for submitting a Claim to request a payment under the

---

<sup>1</sup> Capitalized terms shall have the definitions and meanings accorded to them in the Settlement.

<sup>2</sup> All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

enhanced Inflation Recovery Program; (8) good cause exists to schedule and conduct a Fairness Hearing, pursuant to Rule 23(e), to assist the Court in determining whether to grant final approval of the Settlement, certify the Class, for settlement purposes only, and issue a Final Order and Final Judgment, and whether to grant Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.
2. Venue is proper in this District.

**Preliminary Class Certification for Settlement Purposes Only and Appointment of Class Representatives and Settlement Class Counsel**

3. It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136, 2021 WL 1617911 at \*2 (S.D. Fla. Jan. 19, 2021). In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006); *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. Under Rule 23(e)(1)(B), this Court must direct notice in a reasonable manner to all class members who would be bound by the proposed Settlement if giving notice is justified by the parties' showing that the Court will likely be able to approve the proposed Settlement under Rule

23(e)(2) and certify the class for purposes of judgment on the proposed Settlement. Under Rule 23(e)(2), a proposed Settlement may be approved only if the Court finds that it is fair, reasonable, and adequate after considering whether:

- (a) the class representatives and class counsel have adequately represented the class;
- (b) the proposal was negotiated at arm's length;
- (c) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (d) the proposal treats class members equitably relative to each other.

5. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied and that preliminary certification of the proposed Class is appropriate under Rule 23.

The Court, therefore, preliminarily certifies the following Class:

All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Subaru, their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Subaru Retailers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

“Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of

automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.

6. The “Subject Vehicles” are listed in Exhibit 9 to the Settlement, which is expressly incorporated in this Order.

7. Specifically, the Court finds, for settlement purposes, that the Class satisfies the following factors of Rule 23:

(a) Numerosity: In the Action, more than 16,300 individuals and entities, spread out across the country, are members of the proposed Class. Their joinder is impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met. *See Kilgo v. Bowman Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members “from a wide geographical area”).

(b) Commonality: The threshold for commonality under Rule 23(a)(2) is not high. “[C]ommonality requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (internal quotation marks omitted); *see also Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 313 (S.D. Fla. 2001) (same). Here, the commonality requirement is satisfied for settlement purposes because there are multiple questions of law and fact that center on Subaru’s sale of Subject Vehicles equipped with allegedly defective driver’s Takata airbag modules, as alleged or described in the Second Amended Consolidated Class Action Complaint, the Action or any amendments of the Actions, which are common to the Class.

(c) Typicality: The Recycler Plaintiffs’ claims are typical of the Class for purposes of this Settlement because they concern the same alleged Subaru conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir.



1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are based on the same legal theory”); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they “possess the same interest and suffer the same injury as the class members”).

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the Class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant*, 202 F.R.D. at 314. Rule 23(a)(4) is satisfied here because there are no conflicts of interest between the Recycler Plaintiffs and the Class, and Recycler Plaintiffs have retained competent counsel to represent them and the Class. Settlement Class Counsel here regularly engage in consumer class litigation and other complex litigation similar to the present Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Recycler Plaintiffs and Settlement Class Counsel have vigorously and competently represented the Class Members’ interests in the Action. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement purposes, as well, because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for thousands of Class Members in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and law ... ha[ve] a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*,

601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks omitted). Based on the record currently before the Court, the predominance requirement is satisfied here for settlement purposes because common questions present a significant aspect of the case and can be resolved for all Class Members in a single common judgment.

8. The Court appoints the following persons as class representatives: 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.; Quartno's Auto Salvage and Young's Auto Center and Salvage, LP.

9. The Court appoints the following persons and entities as Settlement Class Counsel:

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Lead Settlement Class Counsel

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
575 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsfllp.com  
Settlement Class Counsel

Todd A. Smith  
POWER, ROGERS AND SMITH, L.L.P.  
70 West Madison Street, Suite 5500  
Chicago, IL 60602  
Tel: (312) 313-0202  
Email: tas@prslaw.com  
Settlement Class Counsel

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Settlement Class Counsel

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Settlement Class Counsel

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Settlement Class Counsel

**Preliminary Approval of the Settlement**

10. “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Hanley v. Tampa Bay Sports and Entertainment*, No. 8:19-CV-00550, 2020 WL 35702, at \*3 (M.D. Fla. Jan. 7, 2020); *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646-CIV, 2010 WL 2401149, at \*2 (S.D. Fla. Jun. 15, 2010). Settlement negotiations that involve arm’s-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See, e.g., Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136-RAR, 2021 WL 1617911, at \*4 (S.D. Fla. Jan. 19, 2021); Federal Rule of Civil Procedure 23(e).

11. The Court preliminarily approves the Settlement, and the exhibits appended to the Motion, as fair, reasonable and adequate under Rule 23. The Court finds that the Settlement was

reached in the absence of collusion, and is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court also finds that the Class Representative and Class Counsel have represented and will continue to adequately represent the Settlement Class. The Court further finds that the Settlement, including the exhibits appended to the Motion, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Class, as set forth below and in the Settlement, and schedule a Fairness Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter Final Judgment. The Court further finds that giving notice of the proposed Settlement to the Settlement Class is justified by the Parties' showing that the Court will likely be able to: (i) approve the proposal under Fed. R. Civ. P. 23(e)(2); and (ii) certify the Settlement Class for purposes of judgment on the proposal.

**Approval of Notice and Notice Program and Direction to Effectuate  
the Notice and Outreach Programs**

12. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits 2, 6, and 8 to the Settlement Agreement. The Court further finds that the Notice Program, described in Section IV of the Settlement, is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, class certification for settlement purposes only, the terms of the Settlement, their rights to opt-out of the Class and object to the Settlement, Settlement Class Counsel's Costs Application, and the request for service awards for Recycler Plaintiffs. The notices and Notice Program constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The

Court finds that the forms of notice are written in simple terminology, are readily understandable by Class Members and comply with the Federal Judicial Center's illustrative class action notices. The Court orders that the notices be disseminated to the Class as per the Notice Plan.

13. The Court directs that Rebuilders Automotive Supply ("RAS") act as the Settlement Claims Administrator.

14. The Court directs that Kroll Notice Media act as the Settlement Notice Administrator.

15. The Settlement Claims Administrator and Settlement Notice Administrator shall implement the Notice Program, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 2, 6, and 8 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Program, as specified in section IV of the Settlement and approved by this Order.

#### **Fairness Hearing, Opt-Outs, and Objections**

16. The Court directs that a Fairness Hearing shall be scheduled for [REDACTED] at [REDACTED] [a.m. or p.m.] [subject to the Court's availability, the parties recommend a date during the week of [DATE]], to assist the Court in determining whether to grant Final Approval to the Settlement, certify the Class, and enter the Final Order and Final Judgment, and whether the Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs should be granted.

17. Potential Class Members who timely and validly exclude themselves from the Class shall not be bound by the Settlement Agreement, the Settlement, or the Final Order and Final Judgment. If a potential Class Member files a request for exclusion, he/she/it may not assert an objection to the Settlement Agreement. The Settlement Notice Administrator shall provide copies

of any requests for exclusion to Settlement Class Counsel and Subaru's Counsel as provided in the Settlement Agreement.

18. The Court directs that any person or entity within the Class definition who wishes to be excluded from the Class may exercise his, her, or its right to opt out of the Class by following the opt-out procedures set forth in the Long Form Notice at any time during the opt-out period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period (the "Opt-Out Deadline"), which is 30 days before the Fairness Hearing, [DATE], must be mailed to [ADDRESS OF NOTICE ADMINISTRATOR], and must include:

- (i) the full name, telephone number and address of the person or entity seeking to be excluded from the Class;
- (ii) a statement affirming that such person or entity is a member of the Class and providing the Vehicle Identification Number (VIN) of each of the person's or entity's Subject Vehicle(s) the Class Member wishes to be excluded from the Settlement;
- (iii) a statement that such person or entity wishes to be excluded from the Subaru Settlement in *In re Takata Airbag Products Liability Litigation*, 15-md-02599-FAM, and
- (iv) the signature of the person or entity seeking to be excluded from the Class.

19. The Opt-Out Deadline shall be specified in the Direct Mailed Notice, Publication Notice, and Long Form Notice. All persons and entities within the Class definition who do not timely and validly opt out of the Class shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases set forth in Section VII of the Settlement.

20. The Court further directs that any person or entity in the Class who does not opt out of the Class may object to the Settlement, Settlement Class Counsel's Costs Application and/or the request for service awards for Recycler Plaintiffs. Any such objections must be mailed to the Clerk of the Court, Lead Settlement Class Counsel, and counsel for Subaru, at the following addresses:

- (a) Clerk of the Court  
Wilkie D. Ferguson, Jr. U.S. Courthouse  
400 North Miami Avenue  
Miami, FL 33128
- (b) Lead Settlement Class Counsel  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3rd Avenue, Suite 2700  
Miami, Florida 33131
- (c) Counsel for Subaru  
Michael B. Gallub  
Homer B. Ramsey  
Herzfeld & Rubin, P.C.  
125 Broad Street, 12<sup>th</sup> Floor  
New York, NY 10004

21. For an objection to be considered by the Court, the objection must be postmarked or sent via overnight delivery no later than the Opt-Out Deadline of 30 days before the Fairness Hearing, [DATE], must be addressed to the addresses listed in the preceding paragraph and in the Long Form Notice, and must include the following:

- (i) a heading which refers to the *Takata* MDL;
- (ii) the objector's full name, actual residential address, and telephone number;
- (iii) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN of at least one of the objector's Subject Vehicle(s);

- (iv) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- (v) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (vi) if represented by counsel, the full name, telephone number, and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or costs application;
- (vii) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- (viii) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity;
- (ix) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;



- (x) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- (xi) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and
- (xii) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

22. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

**Further Papers in Support of Settlement and Costs Application**

23. Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their request for attorneys' costs and expenses ("Costs Application") and request for service awards for Recycler Plaintiffs, no later than 45 days before the Fairness Hearing, [DATE]. If Subaru chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, [DATE].

24. Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement and the Costs Application no later than 14 days before Fairness Hearing, [DATE]. If Subaru chooses to file a response to timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 14 days before Fairness Hearing, [DATE].

**Effect of Failure to Approve the Settlement or Termination**

25. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (i) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;
- (ii) All of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Recycler Plaintiffs' right to seek class certification and Subaru's right to oppose class certification;
- (iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Subaru or Recycler Plaintiffs on any point of fact or law;
- (iv) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders and public statements, may be used as evidence;
- (v) Neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence;
- (vi) The preliminary certification of the Class pursuant to this Order shall be vacated automatically and the Actions shall proceed as though the Class had never been certified; and
- (vii) The terms in Section X.D of the Settlement Agreement shall apply and survive.

**Stay/Bar of Other Proceedings**

26. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even

those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt out request to be determined by the Court only at the Fairness Hearing), shall commence, continue or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Additionally, pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, all other Actions in the Takata MDL as to Subaru shall be stayed. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.

#### **General Provisions**

27. The Court reserves the right to approve the Settlement with or without modification, provided that any modification does not limit the rights of the Class under the Settlement, and with or without further notice to the Class and may continue or adjourn the Fairness Hearing without further notice to the Class, except that any such continuation or adjournment shall be announced on the Settlement website.

28. Settlement Class Counsel and Subaru's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further

approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice or to any other exhibits that the Parties jointly agree are reasonable or necessary.

29. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Agreement.

30. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

31. Based on the foregoing, the Court sets the following schedule for the Fairness Hearing and the actions which must precede it:

- (i) Notice shall be provided in accordance with the Notice Program and this Order—that is, beginning [date] 7 days after the entry of the Preliminary Approval Order;
- (ii) Subaru's Counsel shall provide to the Settlement Notice Administrator a list of all counsel for anyone who has then-pending similar economic-loss litigation against Subaru relating to Takata airbag inflator claims involving the Class's Subject Vehicles and/or otherwise covered by the Release, other than those counsel in the Actions, by [DATE], within 20 days of the entry of the Preliminary Approval Order;
- (iii) Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their Costs Application, no later than 45 days before the Fairness Hearing, which is [DATE];

- (iv) If Subaru chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, which is [DATE];
- (v) Notice to be substantially completed by [date], at least two weeks before Class Members must file any objections and/or requests for exclusion from the Settlement;
- (vi) Class Members must file any objections to the Settlement, the Motion for Final Approval of the Settlement, and/or Settlement Class Counsel's Costs Application no later than 30 days before the Fairness Hearing, which is [DATE];
- (vii) Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to one of Settlement Class Counsel identified in the Class Notice and to Subaru's Counsel, and file the notice with the Court no later than 30 days before the Fairness Hearing, which is [DATE];
- (viii) Class Members must file requests for exclusion from the Settlement no later than 30 days before the Fairness Hearing, which is [DATE];
- (ix) The Settlement Notice Administrator must file with the Court, no later than 21 days before the Fairness Hearing, which is [DATE], (a) a list of those persons or entities who or which have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, method and results of the notice program;

- (x) Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Settlement and Costs Application no later than 14 days before the Fairness Hearing, which is [DATE];
- (xi) If Subaru chooses to file a response to timely filed objections to the Settlement, it shall do so no later than 14 days before the Fairness Hearing, which is [DATE]; and
- (xii) The Fairness Hearing will be held on [REDACTED] at [REDACTED] a.m./p.m. [subject to the Court's availability, the Parties recommend a date during the week of [DATE] – no sooner than 135 days after entry of the Preliminary Approval Order], at the United States Courthouse, Wilkie D. Ferguson, Jr. Building, Courtroom 13-3, 400 North Miami Avenue, Miami, Florida 33128.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

**EXHIBIT 8**

## Publication Notice

*Important Legal Notice from the United States District Court for the Southern District of Florida*

# **If you are an Automotive Salvage and/or Recycler, you could get benefits from a class action settlement.**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

Settlements have been reached in a class action lawsuit alleging that Automotive Salvage and/or Recyclers sustained economic losses because they purchased certain vehicles containing allegedly defective airbags manufactured by Takata Corporation and its affiliates. The Settlements include certain **Toyota[, include other OEMs]** vehicles that contain or contained certain Takata PSAN Inflators (“Inflators”) in their driver or passenger front airbag that (i) have been recalled, or (ii) may be recalled or contain a desiccant and that may be subject to future recall as defined in the Settlement Agreement (the “Subject Vehicles”). The defendants deny any and all allegations of wrongdoing and the Court has not decided who is right.

**Am I included in the proposed Settlements?** The Settlements include the following persons and entities:

- Automotive Salvage and/or Recyclers in the United States, its territories and possessions, and the District of Columbia in existence at the time of the issuance of the Preliminary Approval Order that purchased a Subject Vehicle containing a Takata Inflator and that currently engage, or at the time of purchase were engaged, in automotive salvage and/or recycling.

A full list of Subject Vehicles and what constitutes an “Automotive Salvage and/or Recycler” are at [www.\[WEBSITE\].com](http://www.[WEBSITE].com). The Settlements do not involve claims for personal injury or damage to any property other than the Subject Vehicles.

**What do the Settlements provide?** Pursuant to the Enhanced Inflator Recovery Program, which shall run for two years, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy Inflators in or from Class Members’ Subject Vehicles that have been recalled as of [DATE]. Those Defendants that had existing programs regarding recovered and/or deployed or missing inflators will pay eligible Class Members 15% more per recovered and/or deployed or missing Inflator than they currently pay under their existing program(s). Those Defendants that did not have existing programs regarding recovered and/or deployed or missing inflators are implementing such programs. These additional payments do **not** apply to Inflators for which Toyota [**and other OEMs**] has already made a payment prior to the Enhanced Inflator Recovery Program, or to payments made after the expiration of the two-year Enhanced Inflator Recovery Program. More information on the benefits of the Settlements are available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**How can I participate in the Inflator Recovery Program?** You may submit a Claim to participate in the Enhanced Inflator Recovery Program. Instructions to submit a claim can be found in the Claim Form at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**What are my options?** You are not required to do anything in response to this notice unless you wish to exclude yourself from the settlements or file an objection. If you do not exclude yourself, then if the court approves the settlements, you may recover any benefits to which you may be



entitled under the settlements, and you will be legally bound by the settlement terms including the release of claims. The potential available benefits are more fully described in the Settlement Agreements, available at the settlement website. If you want to exclude yourself from the settlements, and not receive any benefits to which you may be eligible, then you exclude yourself by **Month DD, 2022**. You may object to the Settlements by **Month DD, 2022**. You cannot both exclude yourself from and object to, the Settlements. The deadlines and procedures for requesting exclusion from the settlement or filing an objection are also explained on the settlement website.

**Fairness Hearing.** The Court will hold a fairness hearing on **Month DD, 2022** to consider whether to finally approve the Settlements and a request for [\$214,937.78] in attorneys' costs and expenses for settlements involving Toyota[, include other OEMs and divide accordingly]. Plaintiffs' counsel are not seeking anything in attorneys' fees or for class representative awards associated with the settlement of this action. You may appear at the fairness hearing, either by yourself or through an attorney you hire, but you don't have to hire an attorney because class counsel will be there to represent your and settlement class's interests. For more information on all of these options, call or visit the website below.

**1-8XX-XXX-XXXX**

**www.XXXXXXXXXXXXXX.com**

**EXHIBIT 9**

<b>Model Years</b>	<b>Make and Model</b>
2003-2006	Subaru Baja
2009-2013	Subaru Forester
2004-2011	Subaru Impreza (including WRX/STI)
2003-2014	Subaru Legacy
2003-2014	Subaru Outback
2006-2014	Subaru Tribeca
2012-2014	Subaru WRX/STI
2005-2006	Saab 9-2X

## **EXHIBIT 10**

**UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**  
1200 New Jersey Avenue SE  
Washington D.C. 20590

\_\_\_\_\_  
In re: )  
 )  
EA15-001 )  
Air Bag Inflator Rupture )  
\_\_\_\_\_ )

**CONSENT ORDER**

This Consent Order is issued pursuant to the authority of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation, and sets forth the requirements and performance obligations in connection with the determination by TK Holdings Inc. (“Takata”) that a defect related to motor vehicle safety may arise in some of the air bag inflators that Takata manufactured for certain vehicles sold or registered in the United States (the “Takata Inflators”). This Consent Order, together with the Defect Information Reports filed by Takata with NHTSA on May 18, 2015, pursuant to the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified, 49 U.S.C. § 30101 *et seq.* and 49 C.F.R. § 573.6(c), which are hereby incorporated by reference, contains Takata’s obligations under the terms and conditions incorporated herein.

**I. NATURE OF THE ACTION.**

1. On May 18, 2015, pursuant to its legal obligations under the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified, 49 U.S.C. § 30101 *et seq.* (the “Safety Act”) and 49 C.F.R. § 573.6(c), Takata filed four Defect Information Reports (“DIRs”) with NHTSA. In the DIRs, Takata stated “that a defect related to motor vehicle safety may arise in some of the subject inflators.”

2. Specifically, Takata's DIRs state, in part, "The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results and investigation indicate that this potential for rupturing may also depend on other factors, including vehicle design factors and manufacturing variability. In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants." Copies of Takata's DIRs are attached hereto as Exhibit A and are publicly available at NHTSA's website at [www.safercar.gov](http://www.safercar.gov).

3. NHTSA issues this Consent Order pursuant to its authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), to inspect and investigate, 49 U.S.C. § 30166(b)(1), to ensure that defective vehicles and equipment are recalled, 49 U.S.C. §§ 30118-30119, to ensure the adequacy of recalls, 49 U.S.C. § 30120(c), and to require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g). It is AGREED by Takata and ORDERED by NHTSA as follows:

4. Takata shall continue to cooperate in all future regulatory actions and proceedings that are part of NHTSA's ongoing investigation and oversight of the Takata Inflators and accompanying remedial actions. This cooperation includes, but is not limited to, testing reasonably directed by NHTSA; the agency's evaluation of the adequacy of the remedy under 49 U.S.C. § 30120(c)(1); and the coordination of the recall and remedy programs, including the organization and prioritization of the remedy under 49 U.S.C. § 30120(c)(3) and 49 C.F.R. § 573.14, and if appropriate as indicated by the data received from any source in any proceeding, a phased



schedule for the implementation of the remedy. Takata's material refusal to reasonably cooperate in any way pursuant to the terms of this Consent Order may subject Takata to civil penalties pursuant to 49 U.S.C. § 30165(a)(3) and 49 C.F.R. § 578.6(a)(3).

5. NHTSA will not seek any civil penalties, as demanded in its letter dated February 20, 2015, beyond those that may be applicable before May 18, 2015.

6. NHTSA's investigation in EA15-001 shall remain open until such time as NHTSA reasonably concludes, in its sole discretion and determination, that all issues thereunder, including all science, engineering and legal issues, as well as issues related to the scope of the population of recalled inflators, geographic scope of the recalls and adequacy of the remedy have been satisfactorily resolved. Any and all subsequent actions taken by NHTSA involving the investigation into the Takata Inflators may be included as part of EA15-001.

7. Takata shall continue to cooperate with NHTSA in its ongoing investigation and oversight of the Takata Inflators. Takata shall meet its obligations under the Safety Act and all regulations thereunder to take all actions and do all things reasonably necessary to comply with this Consent Order. Takata's cooperation will include, but is not limited to, the following:

(i) Upon receipt of additional Defect Information Reports submitted by a vehicle manufacturer pursuant to 49 C.F.R. § 573.6, the subject of which is a type of Takata air bag inflator not already covered by a previously existing DIR (submitted by Takata or any vehicle manufacturer), Takata shall meet with NHTSA, in an expedited manner and not less than five business days following NHTSA's receipt of the DIR, to discuss all issues related to the subject matter of that DIR. Upon written request of NHTSA, Takata shall file the required regulatory filing(s) if any.

(ii) Upon receipt of a Notice of Deposition pursuant to 49 C.F.R. § 510.6, Takata will use its reasonable best efforts to produce its employees and corporate representatives, regardless of the location of their employment worldwide, to testify in administrative depositions

with respect to the subject matter of EA15-001 or any other related NHTSA investigation, under oath and subject to the penalty of perjury. Depositions will be conducted at the United States Department of Transportation Headquarters in Washington D.C., the Washington D.C. offices of Dechert LLP, or such other location as the parties hereto agree;

(iii) Takata shall use its reasonable best efforts to continue to respond truthfully, completely, and in a timely fashion to all ongoing and future NHTSA requests for information, whether served via formal process or otherwise, pertaining to any issue in EA15-001, or any other NHTSA inquiry or investigation, formal or otherwise, regardless of whether Takata was the subject of the investigation. To the extent specifically requested by NHTSA going forward, Takata will continue to produce documents responsive to the Special Orders and General Order previously issued in this matter;

(iv) Takata shall continue to provide to NHTSA on an ongoing and requested basis all test results and data relating to the Takata Inflators as well as any non-privileged information and documents that Takata reasonably believes to be relevant to NHTSA's investigation of the Takata Inflators; and

(v) Takata shall provide prompt notice to NHTSA in the event any requirement of this Consent Order cannot be met or timely met.

8. Nothing in this Consent Order releases Takata from any civil penalties pursuant to NHTSA's authority under the Safety Act or regulations thereunder in EA15-001 or any other investigation or inquiry, formal or informal, however, NHTSA, in its sole discretion, will take into account Takata's cooperation, including, but not limited to, its submission of the DIRs attached hereto as Exhibit A, in seeking civil penalties, if any, against Takata. Nothing in this Consent Order limits NHTSA's ability to pursue or utilize any and all of its powers under the Safety Act or regulations thereunder in any future proceeding or investigation of any type. Nothing in this Consent Order requires NHTSA to obtain Takata's consent before NHTSA takes



any future action concerning any other investigation, investigatory phase or other proceeding involving EA15-001 or any other formal or informal investigation or inquiry, concerning any potential past violation of the Safety Act by Takata. This Consent Order does not release Takata from potential civil or criminal liabilities that may be asserted by the United States, the Department of Transportation, NHTSA, or any other governmental entity. This Consent Order is not binding upon any other federal agencies, state or local law enforcement agencies, licensing authorities or any other regulatory authorities, local or federal.

9. It is contemplated that NHTSA will convene one or more meetings with Takata and the vehicle manufacturers affected by the DIRs in an attempt to organize and coordinate the safety recalls and remedy programs. It is contemplated that the meetings will include, but not be limited to, issues surrounding the organization and prioritization for remedying vehicles containing the Takata Inflators, and may also include the staging of remedies set forth in the DIRs. In addition, it is contemplated that NHTSA shall retain authority to issue orders addressing the potential geographic expansion of recalls for the PSPI and PSPI-L Takata Inflators covered by two of the DIRs attached hereto. Any order requiring the geographic expansion of such recalls shall be issued only after consultation with Takata and the affected vehicle manufacturers and shall be based on a finding by NHTSA that the then-current results of testing and analysis, from any source, of the relevant Takata Inflators as well as the consideration of the risk to safety that is presented necessitate the expansion of the recall. NHTSA will consider any relevant data, including, but not limited to test results showing performance failures that NHTSA deems to be significant and which involve the subject inflators from specific makes and models of vehicles in regions outside the States previously covered by the applicable recalls. It is contemplated that NHTSA will participate in all or some of these meetings, or parts thereof, to the extent it deems necessary, but has no obligation to do so. Takata will attend and take all reasonable steps to cooperate with

NHTSA and the affected vehicle manufacturers at any meeting convened by NHTSA pursuant to this paragraph.

10. No later than 60 days after the execution of this Consent Order, Takata shall submit a plan to NHTSA that outlines the steps Takata will take, both independently and in concert with the affected vehicle manufacturers, to achieve the objectives of the Safety Act and this Consent Order. This plan shall be comprised of the following two components:

a. After consulting with the relevant vehicle manufacturers, Takata shall propose a plan that, to the extent reasonably possible, maximizes recall completion rates for all recalls involving Takata frontal air bag inflators. This component of the plan shall specify the steps that Takata will take to assist the vehicle manufacturers in customer outreach, whether by engaging with vehicle owners through new and traditional media, direct contacts with vehicle owners, and other innovative means of bringing consumer attention to this safety issue. Takata will prepare the plan described above as it relates to each of the affected vehicle manufacturers without regard to the supplier of the remedy parts.

b. Takata will also propose a plan to provide NHTSA with test data NHTSA deems sufficient or other information regarding the service life and safety of the remedy inflators currently being manufactured by Takata.

11. This Consent Order shall remain in effect throughout the pendency EA15-001 and all related NHTSA proceedings thereunder, unless the NHTSA Administrator issues a written order providing notice of prior termination. Any breach of the obligations under this Consent Order may, at NHTSA's option, be immediately enforceable in any United States District Court. Takata agrees that it will not raise any objection as to venue.

12. This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Order.

13. This Consent Order cannot be modified, amended or waived except by an instrument in writing signed by all parties, and no provision may be modified, amended or waived other than by a writing setting forth such modification, amendment or waiver and signed by the party making the modification, amendment or waiver.

14. Nothing in this Consent Order shall be interpreted or construed in a manner inconsistent with, contravening, or waiving any federal law, rule, or regulation in effect at the time of the execution of this Consent Order, or as amended thereafter.

15. Nothing herein constitutes, and shall not be construed to be, a waiver of any right or defense and does not constitute, and shall not be construed to be, an admission of liability by Takata as to any claim, or an admission by Takata that any claim could properly be asserted against it, or that any claim brought against Takata would have any basis in law or fact.

16. Should any condition or other provision contained herein be held invalid, void or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Consent Order and shall in no way affect, impair or invalidate any other provision of this Consent Order.

17. Takata shall provide written notice of each required submission under this Consent Order by electronic mail to NHTSA's Acting Associate Administrator for Enforcement (currently Frank Borris, [Frank.Borris@dot.gov](mailto:Frank.Borris@dot.gov)), and with a copy to NHTSA's Assistant Chief Counsel for Litigation and Enforcement (currently Timothy H. Goodman, [Tim.Goodman@dot.gov](mailto:Tim.Goodman@dot.gov)). NHTSA will provide notice to Takata if the individuals holding these positions or their e-mail addresses change.

18. The parties who are the signatories to this Consent Order have the legal authority to enter into this Consent Order, and each party has authorized its undersigned to execute this Consent Order on its behalf.



19. This Consent Order may be executed in counterparts, each of which shall be considered effective as an original signature.

20. This Consent Order is a fully integrated agreement and shall in all respects be interpreted, enforced and governed under the federal law of the United States. This Consent Order and the DIRs appended hereto as Exhibit A, set forth the entire agreement between the parties with regard to the subject matter hereof. There are no promises, agreements or conditions, expressed or implied, other than those set forth in this Consent Order and the DIRs in Exhibit A hereto.

APPROVED AND SO ORDERED:

NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: May 18, 2015

By: **//ORIGINAL SIGNED BY//**

Mark R. Rosekind, Ph.D.  
Administrator

Dated: May 18, 2015

By: 

Timothy H. Goodman  
Assistant Chief Counsel  
for Litigation & Enforcement

Dated: May 18, 2015


By: 

Christie L. Iannetta  
Senior Trial Attorney

AGREED:

Dated: May 18, 2015

TK HOLDINGS INC.

By: 

Shunkichi Shimizu  
President

By: 

Andrew J. Levander  
Dechert LLP  
Counsel for TK Holdings Inc.  
Approved as to Form

**CONSENT ORDER – EXHIBIT A**

- 1. Defect Information Report, TK Holdings Inc. – PSDI, PSDI-4 and PSDI-4K Driver Air Bag Inflators.**
- 2. Defect Information Report, TK Holdings Inc. – SPI Passenger Air Bag Inflators.**
- 3. Defect Information Report, TK Holdings Inc. –PSPI-L Passenger Air Bag Inflators.**
- 4. Defect Information Report, TK Holdings Inc. – PSPI Passenger Air Bag Inflators.**

May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**PSDI, PSDI-4, and PSDI-4K DRIVER AIR BAG INFLATORS**

1. **Manufacturer's name:**

TK Holdings Inc. ("Takata").

2. **Items of equipment potentially affected:**

All PSDI, PSDI-4, and PSDI-4K air bag inflators installed in frontal driver air bag modules in vehicles in the United States. This Report contemplates a national recall of the subject inflators. The subject inflators include all years of production, from start of production to end of production.

In accordance with the proposed staging of the remedy program described in section 7 below, the scope of the recall contemplated by this Report includes vehicles containing the subject inflators that were previously recalled and remedied by the affected vehicle manufacturers, including under recall numbers 08V-593, 09V-259, 10V-041, 11V-260, 14V-351, 14V-343, 14V-344, 14V-348, 14V-817, 14V-802, and 15V-153.

The inflators covered by this determination have been installed as original equipment or remedy parts in vehicles sold or registered in the United States and manufactured by the following five vehicle manufacturers (listed alphabetically):

American Honda Motor Co.  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Phone: 310-783-2000

BMW of North America  
P.O. Box 1227  
Woodcliff Lake, NJ 07677-7731  
Phone: 201-307-4000

Chrysler Group LLC  
800 Chrysler Drive  
Auburn Hills, MI 48326-2757  
Phone: 1-800-853-1403



**TK HOLDINGS INC.**  
**May 18, 2015**

Ford Motor Company  
330 Town Center Drive  
Dearborn, MI 48126-2738  
Phone: 1-866-436-7332

Mazda North American Operations  
46976 Magellan Drive  
Wixom, MI 48393  
Phone: 248-295-7859

**3. Total number of items of equipment potentially affected:**

Takata estimates that a combined total of approximately 17.6 million subject inflators have been installed in vehicles in the United States as both original equipment and remedy parts. Of that number, Takata estimates that approximately 4.7 million are PSDI inflators and approximately 12.9 million are PSDI-4 and PSDI-4K inflators. Included within these estimates are approximately 9.7 million inflators that were subject to previous recalls or safety campaigns.

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of PSDI subject inflators in the United States is fifty-nine (59). Fifty-four (54) of those field incidents occurred in vehicles that were subject to previous recalls. The number of field incidents known to Takata involving ruptures of PSDI-4 and PSDI-4K subject inflators in the United States is four (4). For comparison purposes, Takata estimates that there have been approximately 258,500 total field deployments of PSDI subject inflators and approximately 516,000 total field deployments of PSDI-4 and PSDI-4K subject inflators in the United States. Those estimates are based on the numbers of subject inflators described in section 3, estimates of the average age of the subject inflators in the field (11 years for PSDI and 8 years for PSDI-4 and PSDI-4K), and an estimate (used by NHTSA in its data analyses) that an average of 0.5 percent of frontal air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in no (zero) ruptures of PSDI subject inflators tested and has resulted in nine (9) ruptures (approximately 0.0722 percent) of PSDI-4 and PSDI-4K subject inflators tested, all from high absolute humidity States.

**TK HOLDINGS INC.**  
**May 18, 2015**

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The batwing-shaped propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, this potential for rupturing may also depend on other factors, including manufacturing variability.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

**6. Chronological summary of events leading to this determination:**

May 2003 – A PSDI-4 inflator ruptured in a BMW vehicle in Switzerland. After Takata was notified, the investigation determined that the 17-month-old inflator ruptured due to an overloading of propellant in the assembly of the inflator at issue. Takata introduced additional quality control measures designed to avoid such overloading.

May 2004 – A PSDI inflator manufactured in October 2001 ruptured in a Honda vehicle in Alabama. Takata was first notified of the event a year later in May 2005 and received only photographs for analysis. Takata tentatively concluded that the incident may have involved a potentially compromised tape seal on this inflator or possibly an overloading of propellant in the inflator at issue.

2007–2011 – After Takata was notified in late 2007 of a rupture of a PSDI inflator in a Honda vehicle, Takata promptly began an investigation. Following that investigation, in October 2008, Takata recommended that Honda conduct a safety recall to replace certain PSDI inflators, and Honda did so. Based on further investigation and additional information developed by Takata, Honda expanded its initial recall on several occasions to cover all vehicles containing PSDI inflators manufactured prior to December 1, 2001.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation into reports of inflator ruptures, Takata has consulted with the Fraunhofer Institute for Chemical Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include



**TK HOLDINGS INC.**

**May 18, 2015**

energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

September 2013 – Takata became aware of a rupture of a PSDI driver inflator in a Honda vehicle in Florida that was not covered by the prior Honda recalls. Takata immediately commenced an additional investigation.

December 2013 – April 2015 – Takata was informed of eight additional incidents in which PSDI and PSDI-4 driver inflators not covered by the prior Honda recalls had ruptured. These eight additional field incidents occurred in the following States: Florida (6), California (1), and North Carolina (1).

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata's highest priority is safety, and in light of the Company's desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA's request for regional field actions to replace PSDI and PSDI-4 inflators manufactured between January 1, 2004 and June 30, 2007, that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain passenger inflators.) The five vehicle manufacturers that had installed these driver inflators promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 174 PSDI inflators and 12,464 PSDI-4 and PSDI-4K inflators. None (zero) of the PSDI inflators ruptured during this testing, and nine (9) of the PSDI-4 and PSDI-4K inflators ruptured during this testing, yielding a rupture rate for the PSDI-4 and PSDI-4K inflators of 0.0722 percent. Six (6) of the ruptured inflators were returned from Florida, two (2) from Puerto Rico, and one (1) from non-coastal Georgia.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by

**TK HOLDINGS INC.**  
**May 18, 2015**

means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur. In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers to Takata for the validation and production of the subject inflators as original equipment.

The results of the Fraunhofer ICT research and the Takata testing to date are consistent with the location and age of the inflators that have ruptured in the field and in Takata's testing.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Defect Information Report.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015, Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

At the present time, Takata continues to produce a small number of PSDI-4 inflators for use as remedy parts. Takata intends to cease production of the subject inflators, including for use as remedy parts.

Consistent with the above, including Takata's discussions with NHTSA, Takata's preliminary recommendation for the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under this approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators in four stages over time, as outlined here:

- First, vehicles sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, Mississippi, California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri, and containing subject inflators manufactured between the start of production and December 31, 2007;

**TK HOLDINGS INC.**  
**May 18, 2015**

- Second, vehicles sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, Mississippi, California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri, and containing subject inflators manufactured between the start of production and December 31, 2011;
- Third, vehicles sold in or ever registered in any other States not listed above and containing subject inflators manufactured between the start of production and December 31, 2007; and
- Fourth, any remaining vehicles not listed above that contain the subject inflators, including subject inflators previously installed as remedy parts.



May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**SPI PASSENGER AIR BAG INFLATORS**

**1. Manufacturer's name:**

TK Holdings Inc. ("Takata").

**2. Items of equipment potentially affected:**

All SPI air bag inflators manufactured by Takata between April 2000 (start of production) and the end of inflator production for vehicle Model Year 2008 that were installed as original equipment in frontal passenger air bag modules in vehicles sold in the United States. This Report contemplates a nationwide recall of the subject inflators.

The scope of the recall contemplated by this Report includes vehicles that were previously recalled under prior recalls, including recall numbers 13V-133, 13V-136, 14V-361, 14V-312, 14V-399, 14V-340, 14V-343, 14V-350, 14V-421, 14V-471, 14V-655, 14V-701, 14V-752, 14V-763, 14V-770, 14V-787, and 15V-226. The inflators described in this Report may have previously been covered under two Defect Information Reports filed by Takata: 13E-017 and 14E-073.

Takata continues to conduct engineering analyses of SPI inflators produced after the end of production for Model Year 2008.

The inflators covered by this determination were installed in vehicles manufactured by the following vehicle manufacturers (listed alphabetically):

Chrysler Group LLC  
800 Chrysler Drive  
Auburn Hills, MI 48326-2757  
Phone: (800) 853-1403

Daimler Trucks North America LLC  
4747 N. Channel Avenue  
Portland, OR 97217-3849  
Phone: (503) 745-8000

**TK HOLDINGS INC.**  
**May 18, 2015**

Ford Motor Company  
330 Town Center Drive  
Dearborn, MI 48126-2738  
Phone: (866) 436-7332

General Motors LLC  
3001 Van Dyke Road  
Warren, MI 48090-9020  
Phone: (313) 556-5000

Mitsubishi Motors North America, Inc.  
6400 Katella Avenue  
Cypress CA 90630  
Phone: (714) 372-6000

Nissan North America, Inc.  
One Nissan Way  
Franklin, TN 37068  
Phone: (615) 725-1000

Subaru of America, Inc.  
P.O. Box 6000  
Cherry Hill, NJ 08034-6000  
Phone: (856) 488-8500

Toyota Motor Engineering & Manufacturing  
19001 South Western Ave.  
Torrance, CA 90501  
Phone: (800) 331-4331

**3. Total number of items of equipment potentially affected:**

Takata manufactured approximately 7.7 million SPI inflators for the North American market during the date range covered by this Report. Of that number, Takata estimates that approximately 2.8 million were subject to previous recalls and safety campaigns. Although Takata knows how many subject inflators it sold to each of the vehicle manufacturers identified above during the relevant period, it does not know precisely how many of those inflators were installed in vehicles that were sold in or registered in the United States. More precise information can be supplied by the vehicle manufacturers.

**TK HOLDINGS INC.**

**May 18, 2015**

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is eight (8). Of those field incidents, four (4) involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 202,125 total field deployments of SPI subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (10.5 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in fifty-six (56) ruptures (approximately 0.9 percent) of the subject inflators tested.

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results and investigation indicate that this potential for rupturing may also depend on other factors, including vehicle design factors and manufacturing variability.

Takata is also aware of a potential issue associated with the inflator body internal tape seals on some SPI inflators. During its investigation, Takata observed a small number of tape seal leaks in SPI inflators manufactured prior to 2007. These leaks were discovered during leak testing in 2014, as part of the Takata returned-inflator evaluation program. Leaks have been found in SPI inflators returned from several of the vehicle manufacturers listed in section 2. Such a leak can increase the potential for moisture to reach the main propellant wafers, possibly in areas outside of the highest absolute humidity States.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.



TK HOLDINGS INC.  
May 18, 2015

**6. Chronological summary of events leading to this determination:**

May 2009–March 2010 – Four SPI inflators ruptured in auto recycling centers in Japan.

October 2011 – Takata was first notified of a reported field rupture involving an SPI inflator in a Toyota vehicle in Japan.

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional field rupture incidents in the United States, two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years). These incidents all occurred in Toyota Corolla vehicles and involved PSPI-L inflators.

April 2013 – Based on its investigation, Takata submitted a defect information report (“DIR”), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a

**TK HOLDINGS INC.**

**May 18, 2015**

relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata’s highest priority is safety, and in light of the Company’s desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA’s request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Three of these involved SPI inflators installed in Nissan Sentra vehicles. Two of these incidents occurred in Florida and the remaining incident occurred in Louisiana.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing includes (but is not limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 5,911 SPI passenger inflators. Of those inflators, 56 ruptured during this testing, yielding a rupture rate of 0.9 percent. All of these test ruptures involved inflators returned from the States identified in the prior paragraph, except two (one returned from Oregon and one from Pennsylvania) that were subject to previous recalls.



TK HOLDINGS INC.

May 18, 2015

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research to date are consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing. Takata's testing also indicates that the design of the vehicle and the design of the air bag module are associated with differences in outcomes.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

In addition, as part of its investigation, Takata conducted air leak tests and helium leak tests on certain inflators. Leak testing started in November 2014 as part of Takata's returned-inflator evaluation program. Through May 1, 2015, Takata has identified a high leak rate in 28 out of 1027 SPI inflators tested. The cause of these leaks is still under investigation, but it appears to be due, in part, to an adhesion failure of the tape seal that occurs after long-term environmental exposure. No leaks have been observed in any inflators manufactured after 2004.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Defect Information Report. In particular, in an abundance of caution and to address practical considerations relating to the administration of the remedy program for the United States, Takata agreed to extend the scope of the present Report through inflator production for Model Year 2008 at the insistence of NHTSA.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015, Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

**TK HOLDINGS INC.**

**May 18, 2015**

At this time and consistent with the above, including Takata's discussions with NHTSA, Takata's preliminary recommendation for the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under this approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators in four stages, based on the order of production with the oldest inflators being remedied first.

May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**PSPI-L PASSENGER AIR BAG INFLATORS**

1. **Manufacturer's name:**

TK Holdings Inc. ("Takata").

2. **Items of equipment potentially affected:**

All PSPI-L air bag inflators installed as original equipment in frontal passenger air bag modules in specific vehicle models sold in the United States, as follows:

Model Years 2004-2007 Honda Accord vehicles  
Model Years 2003-2007 Toyota Corolla vehicles  
Model Years 2003-2007 Toyota Matrix vehicles  
Model Years 2003-2007 Pontiac Vibe vehicles

This Report contemplates the potential for a national recall, subject to the determinations of NHTSA and consultations with the affected vehicle manufacturers, as described in section 7 below. The recall contemplated in this Report would be in addition to the previous recalls and safety campaigns involving these inflators, including recall numbers 13V-132, 13V-133, 14V-312, 14V-349, 14V-353, 14V-655, and 14V-700. Takata previously filed Defect Information Reports 13E-017 and 14E-073 relating to the subject inflators.

Takata continues to conduct engineering analyses of other PSPI-L inflators, including those produced after the end of production for Model Year 2007.

The inflators covered by this determination were installed as original equipment in vehicles manufactured by the following vehicle manufacturers (listed alphabetically):

American Honda Motor Co.  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Phone: (310) 783-2000

General Motors LLC  
30001 Van Dyke Road  
Warren, MI 48090-9020  
Phone: (313) 556-5000



**TK HOLDINGS INC.**  
**May 18, 2015**

Toyota Motor Engineering & Manufacturing  
19001 South Western Ave.  
Torrance, CA 90501  
Phone: (800) 331-4331

**3. Total number of items of equipment potentially affected:**

The total number of subject inflators potentially affected on a national basis in the vehicle models identified above is approximately 5.2 million. Of that number, Takata estimates that approximately 1.1 million are subject to previous recalls and safety campaigns.

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is ten (10). Of those field ruptures, four (4) involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 143,000 total field deployments of the subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (11 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by the vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in 180 ruptures (approximately 2.16 percent) of the subject inflators tested.

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results indicate that even with identical inflator designs, the likelihood of a potential rupture is greater in certain vehicle models, including the models identified above, due to factors that have not yet been identified. The potential for rupture may also be influenced by other factors, including manufacturing variability.

**TK HOLDINGS INC.**

**May 18, 2015**

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

**6. Chronological summary of events leading to this determination:**

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional incidents in the United States (two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years)). These incidents all occurred in Honda Civic or Toyota Corolla vehicles.

April 2013 – Based on its investigation, Takata submitted a defect information report (“DIR”), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a



**TK HOLDINGS INC.**  
**May 18, 2015**

relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata’s highest priority is safety, and in light of the Company’s desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA’s request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Four of these involved PSPI-L inflators installed in Toyota Corolla vehicles. Three of these incidents occurred in Puerto Rico and the remaining incident occurred in Texas.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 8,320 PSPI-L inflators from the affected vehicle manufacturers, including inflators installed in vehicle models not covered by this report. Of those inflators, 180 ruptured during this testing, yielding a rupture rate of 2.16 percent. All but three of these test ruptures involved inflators returned from the high absolute humidity States listed in the first stage of the remedy program described in section 7 below. The remaining three test ruptures involved inflators returned from Illinois (2) and Kentucky (1), but the information available to



TK HOLDINGS INC.  
May 18, 2015

Takata indicates that these three inflators were removed from vehicles that had been registered for several years in Florida or coastal Texas.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long-term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research date are consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing.

Takata's testing indicates that vehicle and model design differences are associated with differences in outcomes. Significantly, Takata's test results indicate that the likelihood of a potential rupture is greater in the vehicle models identified in this report, due to as-yet unidentified factors.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Report.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015 (the "Consent Order"), Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

Pursuant to the Consent Order, Takata will continue to test the subject inflator type in all makes, models, and model years of vehicles that are covered by a safety campaign or otherwise made available or obtained by Takata for testing, and Takata will report those results to NHTSA.

**TK HOLDINGS INC.**

**May 18, 2015**

Consistent with paragraphs 4 and 9 of the Consent Order, this Report recommends and contemplates that the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under that approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators first in high absolute humidity States, with any further expansion of the remedy program to proceed by geographic zones, contingent on subsequent orders that may be issued by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, as follows:

- The initial recall contemplated by this Report and the Consent Order would include the vehicle models listed in section 2 that were sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, and Mississippi;
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri;
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of Ohio, Indiana, New Jersey, West Virginia, the District of Columbia, Kansas, Pennsylvania, Washington, Massachusetts, Connecticut, Michigan, New York, Rhode Island, Oregon, Iowa, and Nebraska; and
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any of the remaining States.



May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**PSPI PASSENGER AIR BAG INFLATORS**

**1. Manufacturer's name:**

TK Holdings Inc. ("Takata").

**2. Items of equipment potentially affected:**

All PSPI air bag inflators installed as original equipment in frontal passenger air bag modules in specific vehicle models sold in the United States, as follows:

Model Year 2003 Honda Accord vehicles  
Model Years 2001-2006 Honda Civic vehicles

The above represents all Model Years of the listed vehicle makes and models that contain PSPI inflators.

This Report contemplates the potential for a national recall, subject to the determinations of NHTSA and consultations with the vehicle manufacturer, as described in section 7 below. The recall contemplated in this Report would be in addition to the previous recalls and safety campaigns involving these inflators, including recall numbers 13V-132, 14V-349, 14V-353, and 14V-700. Takata previously filed Defect Information Reports 13E-017 and 14E-073 relating to the subject inflators.

The inflators covered by this determination were installed as original equipment in vehicles manufactured by the following vehicle manufacturer:

American Honda Motor Co.  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Phone: (310) 783-2000

**3. Total number of items of equipment potentially affected:**

The total number of subject inflators potentially affected on a national basis in the vehicle models identified above is approximately 3.3 million. Of that number, Takata estimates that approximately 2.1 million are subject to previous recalls and safety campaigns.

**TK HOLDINGS INC.**

**May 18, 2015**

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is three (3), all of which involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 94,875 total field deployments of the subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (11.5 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by Honda, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in twenty (20) ruptures (approximately 0.51 percent) of the subject inflators tested.

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results indicate that even with identical inflator designs, the likelihood of a potential rupture is greater in certain vehicle models, including the models identified above, due to factors that have not yet been identified. The potential for rupture may also be influenced by other factors, including manufacturing variability.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

**6. Chronological summary of events leading to this determination:**

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical



**TK HOLDINGS INC.**  
**May 18, 2015**

Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional incidents in the United States (two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years)). These incidents all occurred in Honda Civic or Toyota Corolla vehicles.

April 2013 – Based on its investigation, Takata submitted a defect information report (“DIR”), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata’s highest priority is safety, and in light of the Company’s desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA’s request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct

**TK HOLDINGS INC.**

**May 18, 2015**

the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Four of these involved PSPI-L inflators installed in Toyota Corolla vehicles. Three of these incidents occurred in Puerto Rico and the remaining incident occurred in Texas.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 3,932 Honda PSPI inflators. Of those inflators, 20 ruptured during this testing, yielding a rupture rate of 0.51 percent. All of these test ruptures involved inflators returned from the high absolute humidity States listed in the first stage of the remedy program described in section 7 below.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long-term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research to date are



**TK HOLDINGS INC.**

**May 18, 2015**

consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing.

Takata's testing indicates that vehicle and model design differences are associated with differences in outcomes. Significantly, Takata's test results indicate that the likelihood of a potential rupture is greater in the vehicle models identified in this report, due to as-yet unidentified factors.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Report.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015 (the "Consent Order"), Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

Pursuant to the Consent Order, Takata will continue to test the subject inflator type in all makes, models, and model years of vehicles that are covered by a safety campaign or otherwise made available or obtained by Takata for testing, and Takata will report those results to NHTSA.

Consistent with paragraphs 4 and 9 of the Consent Order, this Report recommends and contemplates that the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under that approach, Takata plans to work with the manufacturer of the vehicles in which the subject inflators were installed (Honda) to implement an appropriate recall to replace the subject inflators first in high absolute humidity States, with any further expansion of the remedy program to proceed by geographic zones, contingent on subsequent orders that may be issued by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, as follows:

- The initial recall contemplated by this Report and the Consent Order would include the vehicle models listed in section 2 that were sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, and Mississippi;



**TK HOLDINGS INC.**

**May 18, 2015**

- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri;
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of Ohio, Indiana, New Jersey, West Virginia, the District of Columbia, Kansas, Pennsylvania, Washington, Massachusetts, Connecticut, Michigan, New York, Rhode Island, Oregon, Iowa, and Nebraska; and
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any of the remaining States.

UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION  
1200 New Jersey Avenue SE  
Washington, D.C. 20590

In re: )  
 )  
EA15-001 )  
Air Bag Inflator Rupture )  
 )  
 )  
 )

**CONSENT ORDER**

This Consent Order is issued pursuant to the authority of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation, to resolve issues of liability raised in the above-captioned investigation, to mitigate and control risks of harm, and to promote public safety. This Consent Order sets forth the penalties, requirements, and performance obligations agreed to by TK Holdings Inc. (“Takata”), in connection with Takata’s alleged failure to fully comply with the requirements of the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified (the “Safety Act”), 49 U.S.C. § 30101, *et seq.*, and applicable regulations thereunder, as detailed herein.

The Consent Order of May 18, 2015, issued by NHTSA in this matter and agreed to by Takata, remains in effect and is hereby incorporated by reference, and its terms and conditions are made a part of this Consent Order as if set forth fully herein.

**I. NATURE OF THE ACTION**

1. The Safety Act provides for regulation of motor vehicles and motor vehicle equipment by the Secretary of Transportation. The Secretary has delegated his authorities under the Safety Act to the NHTSA Administrator, 49 C.F.R. §§ 1.95(a), 501.2(a)(1).

2. The Safety Act and applicable regulations impose certain obligations on manufacturers of motor vehicles and motor vehicle equipment to provide timely notice to NHTSA in particular circumstances where the manufacturer has determined in good faith that its motor vehicles or items of equipment contain a defect related to motor vehicle safety or do not comply with a Federal Motor Vehicle Safety Standard. *See* 49 U.S.C. § 30118(c); 49 C.F.R. § 573.3(e)(f); 49 C.F.R. § 573.6(a). Such notice, in the form of a Defect Information Report, is required not more than five working days after the manufacturer knew or should have known of a potential defect in its motor vehicle or motor vehicle equipment that poses an unreasonable risk to safety, or a non-compliance in its vehicles or equipment. *See* 49 C.F.R. § 573.6(a); *see also United States v. General Motors Corp.*, 656 F. Supp. 1555, 1559 n.5 (D.D.C. 1987); *United States v. General Motors Corp.*, 574 F. Supp. 1047, 1049-50 (D.D.C. 1983).

3. The Safety Act and applicable regulations impose certain obligations on manufacturers to preserve records that are needed for the proper investigation, and adjudication or other disposition, of possible defects related to motor vehicle safety. 49 U.S.C. § 30166(e); 49 C.F.R. § 576.2. The records to be maintained by manufacturers include documentary materials that contain information concerning malfunctions that may be related to motor vehicle safety. 49 C.F.R. § 576.6. Such malfunctions include any failure in performance that could, in any reasonably foreseeable manner, be a causative factor in, or aggravate, an accident or an injury to a person. 49 C.F.R. § 576.8.

4. The Safety Act and applicable regulations impose certain obligations on manufacturers to provide timely, accurate, and complete information and cooperation in response to requests from NHTSA in connection with the investigation of potential risks to safety. *See* 49 U.S.C. §§ 30166(c), 30166(e).

5. A person who violates the defect notification requirements of the Safety Act, or a regulation thereunder, is currently liable to the United States Government for a civil penalty of not more than \$7,000 for each violation, subject to a limit of \$35,000,000 for a related series of violations. *See* 49 U.S.C. § 30165(a)(1); 49 C.F.R. § 578.6(a)(1). A person who fails to comply with the records retention and/or reporting obligations of section 30166 is currently liable for penalties of up to \$7,000 per day per violation, subject to a limit of \$35,000,000 for a related series of violations. 49 U.S.C. § 30165(a)(3); 49 C.F.R. § 578.6(a)(3). A separate violation occurs for each item of motor vehicle equipment and for each failure or refusal to allow or perform a required act. 49 U.S.C. § 30165(a)(1); 49 C.F.R. § 578.6(a)(1).

6. Takata is a manufacturer of motor vehicle equipment within the meaning of the Safety Act, *see* 49 U.S.C. §§ 30102(a)(5), 30102(a)(7), and a person within the meaning of 49 U.S.C. § 30165.

## **II. BACKGROUND**

7. On June 11, 2014, NHTSA opened a formal defect investigation (Preliminary Evaluation, PE14-016) into certain Takata air bag inflators that may become over-pressurized and rupture during air bag deployment, resulting in injury to the driver and/or passenger.

8. During the course of PE14-016, NHTSA issued two Special Orders to Takata, one on October 30, 2014 and one on November 18, 2014, and one General Order to Takata and the affected motor vehicles manufacturers on November 18, 2014, all of which requested documents and information related to the investigation.

9. On February 24, 2015, NHTSA upgraded and expanded its investigation to include various model year 2001-2011 motor vehicles, which contain air bag inflators manufactured by Takata (Engineering Analysis, EA15-001).

10. On May 18, 2015, Takata filed four Defect Information Reports with NHTSA in accordance with 49 C.F.R. § 573.6 (the “Takata DIRs”). In those Takata DIRs, Takata identified a defect related to motor vehicle safety that may arise in some of the frontal air bag inflator types that it has manufactured. The Takata DIRs have been designated by NHTSA as Recall Nos. 15E-040, 15E-041, 15E-042, and 15E-043.

11. On May 18, 2015, in connection with the filing of the Takata DIRs, Takata agreed to and NHTSA issued a Consent Order in EA15-001 (the “First Takata Consent Order”). Under the terms of the First Takata Consent Order, Takata was required to continue its cooperation in NHTSA investigation EA15-001; continue its cooperation in all regulatory actions and proceedings that may become part of NHTSA’s ongoing investigation and oversight of Takata air bag inflators; submit a plan to NHTSA outlining the steps Takata would take to maximize recall completion rates (the “‘Get the Word Out’ Digital Outreach Plan”); and submit a plan to provide NHTSA with test data and other information regarding the service life and safety of the remedy inflators (the “Proposed Plan to Test the Service Life and Safety of Certain Inflators”). *See* First Takata Consent Order at ¶¶ 7, 10. To date, Takata has substantially complied with the First Takata Consent Order.

12. On June 5, 2015, NHTSA issued a Notice of Coordinated Remedy Program Proceeding for the Replacement of Certain Takata Air Bag Inflators, and opened Docket No. NHTSA-2015-0055, to determine what action, if any, the agency should undertake to prioritize, organize, and phase the recall and remedy programs related to the Takata DIRs. *See* 80 Fed. Reg. 32197 (June 5, 2015).

13. Since commencing the Coordinated Remedy Program Proceeding, NHTSA has issued two additional Special Orders to Takata - one on June 19, 2015 and one on August 13,

2015. The Special Orders sought documents and information relevant to NHTSA's investigation and the Coordinated Remedy Program Proceeding. To date, Takata has substantially complied with these Special Orders.

### III. FINDINGS

14. During the course of NHTSA's investigation, including its review of Takata's responses to the Special Orders issued by NHTSA, its review of documents produced by Takata, and its review of information proactively disclosed by Takata, the agency has discovered facts and circumstances indicating that Takata may have violated the Safety Act and the regulations thereunder in at least some respects; including possible violations of 49 U.S.C. § 30118(c)(1), 49 U.S.C. § 30119(c)(2), 49 U.S.C. § 30166, 49 C.F.R. § 573.3(e)-(f), and 49 C.F.R. § 573.6(b). It is the mutual desire of NHTSA and Takata to resolve these alleged violations, without the need for further action, to avoid the legal expenses and other costs of a protracted dispute and potential litigation, as well as to establish remedial measures with the purpose of mitigating risk and deterring future violations.

15. More specifically, during the course of NHTSA's investigation, the agency has discovered facts and circumstances indicating that:

a. Takata failed to provide notice to NHTSA of the safety-related defect that may arise in some of the inflators that are the subjects of Recall Nos. 13E-017, 14E-073, 15E-040, 15E-041, 15E-042, and 15E-043 within five working days of when Takata determined, or in good faith should have determined, the existence of that defect.

b. In several instances, Takata produced testing reports that contained selective, incomplete, or inaccurate data.

c. Takata failed to clarify inaccurate information provided to NHTSA, including, but not limited to, during a presentation made to the agency in January 2012.

d. Takata failed to comply fully with the instructions contained in the Special Orders issued by NHTSA on October 30, 2014 and November 18, 2014, as set forth more fully in the agency's February 20, 2015 letter to Takata.

#### **IV. LEGAL AUTHORITY**

16. NHTSA issues this Consent Order pursuant to its authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), including, among other things, its authority to inspect and investigate, 49 U.S.C. § 30166(b)(1); compromise the amount of civil penalties, 49 U.S.C. § 30165(b); ensure that defective vehicles and equipment are recalled, 49 U.S.C. §§ 30118-30119; ensure the adequacy of recalls, 49 U.S.C. § 30120(c)(1); accelerate remedy programs, 49 U.S.C. § 30120(c)(3); and require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g). In consideration of Takata's entry into this Consent Order and its commitments outlined below, it is AGREED by Takata and ORDERED by NHTSA as follows:

#### **V. TERMS AND CONDITIONS OF CONSENT ORDER**

##### **Safety Act Admissions**

17. Takata admits that it did not satisfy the notice provisions of the Safety Act when it failed to provide notice to NHTSA of certain information potentially relevant to one or more of the safety-related defects that may arise in some of the inflators that are the subjects of Recall Nos. 13E-017, 14E-073, 15E-040, 15E-041, 15E-042, and 15E-043 within the five-day period provided by the Safety Act and regulations prescribed thereunder in 49 U.S.C. § 30118(c)(1),



49 U.S.C. § 30119(c)(2), 49 C.F.R. § 573.3(e)-(f), and 49 C.F.R. § 573.6(b), which at the time Takata did not believe was required.

18. Takata admits that it failed to provide, within the time limits requested by NHTSA, an explanation of certain documents produced to NHTSA pursuant to the Special Orders issued by NHTSA on October 30, 2014 and November 18, 2014.

**Civil Penalty**

19. Subject to the terms in the remainder of this Paragraph 19, Takata shall pay a civil penalty in the sum of two hundred million dollars (\$200,000,000) in connection with the matters addressed in this Consent Order, as follows:

a. The sum of seventy million dollars (\$70,000,000) shall be paid as the Civil Penalty Amount in accordance with the instructions set forth in Paragraph 20.

b. The sum of sixty million dollars (\$60,000,000), in the form of Stipulated Civil Penalties, shall be deferred and held in abeyance pending satisfactory completion of Paragraph 26.b.

c. The sum of seventy million dollars (\$70,000,000), in the form of Liquidated Penalties, shall be deferred and held in abeyance, and shall become due and payable in the increments described in Paragraphs 26.a. and 47 below, in the event NHTSA determines that Takata entered into any new contract for the manufacture and sale of any Takata PSAN inflator after the date of this Consent Order, or committed a violation of the Safety Act or the regulations prescribed thereunder, which was not disclosed to NHTSA as of the date of this Consent Order.

20. Takata shall pay the Civil Penalty Amount of seventy million dollars (\$70,000,000) in six lump-sum payments by electronic funds transfer to the U.S. Treasury, in

accordance with the instructions provided by NHTSA. The payments shall be made on the following schedule:

	<b>Date</b>	<b>Amount</b>
<b>First Payment</b>	February 1, 2016	\$10,000,000
<b>Second Payment</b>	October 31, 2016	\$10,000,000
<b>Third Payment</b>	October 31, 2017	\$10,000,000
<b>Fourth Payment</b>	October 31, 2018	\$10,000,000
<b>Fifth Payment</b>	October 31, 2019	\$15,000,000
<b>Sixth Payment</b>	October 31, 2020	\$15,000,000

21. Takata admits that it has an obligation to the United States in the amount of two hundred million dollars (\$200,000,000), as provided for in Paragraph 19 above, arising from activities under the jurisdiction of the U.S. Department of Transportation and subject to the Federal Claims Collection Act of 1966, as amended and codified at 31 U.S.C. § 3701, *et seq.* (hereinafter the “Claims Collection Act”).

22. If Takata fails to make the payment of the Civil Penalty Amount set forth in Paragraph 20 above, or any payment of Stipulated Civil Penalties or Liquidated Penalties, as may be imposed in accordance with Paragraphs 26.a., 26.b., and 47, on or before their respective due dates, Takata shall be in default of this Consent Order and any unpaid amounts shall become immediately due and owing. In that event, (i) Takata agrees not to contest any collection action undertaken by NHTSA or the United States pursuant to the Claims Collection Act and U.S. Department of Transportation regulations, 49 C.F.R. § 89, either administratively or in any court, and (ii) Takata shall affirmatively waive any and all defenses or rights that would otherwise be available to it in any such collection proceeding. In addition, in such a proceeding, Takata shall pay the United States all reasonable costs of collection and enforcement, including attorneys’ fees and expenses.

23. In determining the appropriate amount of the civil penalty to be imposed, the agency has taken into consideration the purpose and objectives of the Safety Act (including the relevant factors set forth at 49 U.S.C. § 30165(c)), as well as the actions and commitments of Takata, including: Takata's willingness to enter into this Consent Order; Takata's decision to terminate certain employees; Takata's continued commitment to cooperate in the agency's ongoing investigation of air bag inflator ruptures, EA15-001, and its commitment to cooperate in the Coordinated Remedy Program announced by NHTSA on November 3, 2015, as set forth in Paragraph 32 below; Takata's commitment to improving its internal safety culture, as set forth in Paragraph 33 below; and the substantial costs Takata will incur in implementing and completing its "Get the Word Out" Digital Outreach Plan, its Proposed Plan to Test the Service Life and Safety of Certain Inflators, and the other obligations of this Consent Order.

**Phase Out of Certain Takata PSAN Inflators**

24. Takata states that air bags equipped with inflators containing phase-stabilized ammonium nitrate-based propellants (the "Takata PSAN inflators") have generally performed as intended and in the vast majority of cases deploy safely and are effective in saving lives and preventing serious injuries in motor vehicle accidents. Takata further states that it continues to have confidence in the safety of the Takata PSAN inflators it is manufacturing for use in air bags. NHTSA does not share this same confidence in the long-term performance of such inflators, particularly those that do not contain a desiccant;<sup>1</sup> including, but not limited to, the following inflator types: SDI, PSDI, PSDI-4, PSDI-4K, SPI, PSPI, and PSPI-L (the "non-desiccated Takata PSAN inflators"). In order to reach this resolution with NHTSA, and

---

<sup>1</sup> A desiccant is hygroscopic substance that has a high affinity for moisture and is used as a drying agent.

considering the commercial needs of its customers, Takata has agreed to phase out of the manufacture and sale of certain Takata PSAN inflators, as described below.

25. To mitigate and control the risk of serious injury or death due to an air bag inflator rupture, and in light of the significant population of vehicles containing Takata inflators, as well as Takata's current understanding of the defect that may arise in some inflators, as set forth in the Takata DIRs (*i.e.*, that "the inflator ruptures appear to have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity"), the agency believes there is a principled basis to allow Takata, on the schedule set forth below, to phase out of its manufacture and sale of certain Takata PSAN inflators and to continue testing the safety and service life of the Takata PSAN inflators, as set forth in Paragraphs 26-28 below. Based upon the agency's analysis and judgment, this approach best meets the objectives of the Safety Act, while taking into account the size of the affected vehicle population, the apparent nature of the defect mechanism, and other factors as they are best known and understood as of the date of this Consent Order. That being said, NHTSA states that Takata has studied this complex problem for at least the last eight years and, to date, does not have a definitive root cause. The agency does not believe that the American public will be well served if the root cause investigation continues indefinitely. The agency further believes there is a principled basis to require Takata to either demonstrate the safety of the Takata PSAN inflators, or file Defect Information Reports, as set forth in Paragraphs 29-30 below.

NHTSA reserves the right to alter the schedules set forth in Paragraphs 26 and 30 through a final order if NHTSA determines that such alteration is required by the Safety Act based on the occurrence of future field ruptures, testing (whether conducted by Takata, NHTSA, or any other

third party), or other circumstances to mitigate an unreasonable risk to safety within the meaning of the Safety Act. Any such order altering the schedules set forth in Paragraphs 26 and 30 will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

26. **New and Existing Contracts.** Takata shall phase out of the manufacture and sale of certain Takata PSAN inflators for use in the United States, as set forth in this Paragraph.

a. With respect to new contracts, Takata shall not, and hereby represents that it has not since October 31, 2015, commit, contract for sale or resale, offer, provision for use, or otherwise agree to place into the stream of commerce of the United States any Takata PSAN inflator, regardless of whether it contains 2004 propellant or 2004L propellant, and regardless of whether or not it contains desiccant. If Takata violates this Paragraph 26.a., then Takata shall pay Liquidated Penalties as follows: for the first such violation, Takata shall make a lump-sum payment of five million dollars (\$5,000,000); for the second such violation, Takata shall make a lump-sum payment of ten million dollars (\$10,000,000); and for the third such violation, Takata shall make a lump-sum payment of twenty million dollars (\$20,000,000). Each payment of such Liquidated Penalties shall be made by electronic funds transfer to the U.S. Treasury within ten

business days of a final determination of the violation by NHTSA (following a reasonable opportunity for Takata to seek review of the determination), in accordance with the instructions provided by NHTSA. Nothing in this paragraph bars Takata from (1) selling or shipping service or replacement parts for the types of inflators covered by supply contracts existing prior to October 31, 2015, or (2) committing, selling, offering, provisioning for use, or otherwise agreeing to supply Takata PSAN inflator types that contain desiccant in lieu of non-desiccated Takata PSAN inflators; provided, however, that the manufacture and sale may be limited in case of: (i) any non-desiccated Takata PSAN inflators by Paragraph 26.b. and (ii) any desiccated Takata PSAN inflators (as defined in Paragraph 26.c. below) by Paragraph 26.c.

b. With respect to contracts entered into before October 31, 2015, under which Takata is currently obligated to manufacture and sell non-desiccated Takata PSAN inflators in the future, Takata shall phase out of the manufacture and sale of such non-desiccated Takata PSAN inflators for use in the United States, including for use as remedy parts in connection with any existing recall campaign, on the following schedule:

[SCHEDULE FOLLOWS ON NEXT PAGE]

Deadline	Description of Phase Out Commitment
By Dec. 31, 2015	Less than 50% of driver inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2016	Less than 10% of driver inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators, and none of which shall contain the “Batwing” shaped propellant wafer.
By Dec. 31, 2017	Takata will stop supplying non-desiccated Takata PSAN driver inflators for use in the U.S., subject to de minimis exceptions for the necessary supply of service parts, but only as approved by NHTSA in writing.
By Dec. 31, 2016	Less than 50% of passenger and side inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2017	Less than 10% of passenger and side inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2018	Takata will stop supplying non-desiccated Takata PSAN passenger and side inflators for use in the U.S., subject to de minimis exceptions for the necessary supply of service parts, but only as approved by NHTSA in writing.

Takata shall submit to NHTSA a declaration executed by a senior officer, under oath and pursuant to 28 U.S.C. § 1746, within fourteen business days after each deadline set forth above, certifying that it has met the deadline. For purposes of meeting each deadline, Takata may rely on reasonable, good faith estimates or on reasonable representations from vehicle manufacturers in identifying or quantifying inflators produced for use in the United States. If Takata fails to comply with any deadline set forth in this Paragraph 26.b., then Takata shall pay Stipulated Civil Penalties in the amount of \$10 million per deadline missed. To the extent such stipulated penalties become due and owing, they shall be paid by wire transfer within ten business days of the missed deadline in accordance with the instructions provided by NHTSA. The payment of Stipulated Civil Penalties **does not** relieve Takata of its obligation to perform as required by this Paragraph 26.b., the continued failure of which may be the subject of a civil action compelling Takata’s specific performance.



c. With respect to contracts entered into before October 31, 2015, under which Takata is currently obligated to manufacture and sell Takata PSAN inflator types that contain desiccant (the “desiccated Takata PSAN inflators”), including, but not limited to, SDI-X, PSDI-5, PSDI-X, SPI-X, PSPI-X, SDI-X 1.7, PDP, and SDP, Takata may continue to manufacture and sell such inflators in accordance with those existing contracts and purchase orders. However, NHTSA reserves the right to order Takata to phase out of the manufacture and sale of the desiccated Takata PSAN inflators if NHTSA determines that such a phase out is required by the Safety Act based on the occurrence of future field ruptures, testing (whether conducted by Takata, NHTSA, or any other third party), or other circumstances to mitigate an unreasonable risk to safety within the meaning of the Safety Act. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata’s objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata’s obligations under any such order, including an action to compel specific performance.

**Further Testing of Takata PSAN Inflators and Potential Future Recalls**

27. **Testing of Non-Desiccated Takata PSAN Inflators.** Takata shall continue its current service life and safety testing of non-desiccated Takata PSAN inflators. Takata shall

provide frequent updates to NHTSA on the status of this effort and test results, and shall respond fully and accurately to any request for information by the agency.

28. **Testing of Desiccated Takata PSAN Inflators.** Takata shall extend its current service life and safety testing to include testing of desiccated Takata PSAN inflators, with the cooperation of the vehicle manufacturers, to determine the service life and safety of such inflators, and to determine whether, and to what extent, these inflator types suffer from a defect condition, regardless of whether it is the same or similar to the conditions at issue in the Takata DIRs. Takata shall provide frequent updates to NHTSA on the status of this effort and test results, and shall respond fully and accurately to any request for information by the agency.

29. **Agency Defect Determinations.** At any time, the Associate Administrator for Enforcement may make a determination that a defect within the meaning of the Safety Act – *i.e.*, a defect that presents an unreasonable risk to safety – exists in any Takata PSAN inflator type, whether non-desiccated or desiccated, based upon: (a) the occurrence of a field rupture(s) of that Takata PSAN inflator type, (b) testing data and analysis relating to the propensity for rupture of that Takata PSAN inflator type, (c) Takata’s ultimate determinations concerning the safety and/or service life of any Takata PSAN inflator type, (d) the determination of root cause of inflator ruptures by any credible source, or (e) other appropriate evidence. Within five business days of receiving such a determination by NHTSA, which shall set forth the basis for the defect determination, Takata shall either submit an appropriate Defect Information Report to the agency or provide written notice that it disputes NHTSA’s defect determination. Takata may consult with affected vehicle manufacturers and, upon a schedule to be determined by the Administrator, may present evidence supporting its position, after which the Administrator shall make a final decision. If, after consideration of Takata’s submission, the Administrator ultimately concludes

that a defect related to motor vehicle safety exists, then he or she may issue a final order directing Takata to submit the appropriate Defect Information Report(s) to the agency within five business days of the issuance of the order. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

30. ***De Facto Defect Determinations.*** If no root cause of field ruptures of the relevant type of inflator has been determined by Takata or any other credible source, or if Takata has not otherwise been able to make a showing to NHTSA concerning the safety and/or service life of any of the Takata PSAN inflators to NHTSA's satisfaction by December 31, 2018 for non-desiccated Takata PSAN inflators and by December 31, 2019 for desiccated Takata PSAN inflators, then the Administrator may issue one or more final orders setting forth a schedule on which Takata shall submit Defect Information Reports to the agency for the relevant Takata PSAN inflators. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a

civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

31. Nothing in this Consent Order, specifically including Paragraphs 25-30, shall relieve Takata of its obligation to make any defect determination and/or to file any Defect Information Report that is required by 49 C.F.R. §§ 573.3(e)-(f), and 573.6(a).

**Other Performance Obligations**

**32. Cooperation.**

a. Takata shall comply with its obligations under the Safety Act, and regulations prescribed thereunder, to take all actions reasonably necessary to comply with this Consent Order and to cooperate with NHTSA in carrying out the requirements of this Consent Order. Takata's reasonable best efforts shall include, but shall not be limited to, (i) providing prompt notice to NHTSA in the event any requirement of this Consent Order cannot be met or timely met; and (ii) ensuring that Takata employees involved in carrying out the requirements of this Consent Order are kept well-informed and are allocated sufficient time during their working hours to enable them thoroughly and effectively to perform the actions necessary to carry out those requirements.

b. Takata shall continue to cooperate with NHTSA in its ongoing investigation and oversight of Takata air bag inflators, including, but not limited to, NHTSA Investigation EA15-001.

c. Takata shall continue to cooperate in all regulatory actions and proceedings that are part of NHTSA's ongoing investigation and oversight of defective Takata air bag inflators and accompanying remedial actions, including, but not limited to,

the Coordinated Remedy Program, as announced by NHTSA in the Coordinated Remedy Order issued on November 3, 2015.

33. **Internal Safety Culture Improvements.** Takata shall work diligently to correct any lapses and improve its safety culture, as follows:

a. *Report of Internal Investigation.* Through counsel, Takata shall provide a detailed written report to NHTSA regarding the history of the rupturing inflator issues giving rise to Recall Nos. 15E-040, 15E-041, 15E-042, and 15E-043 no later than June 30, 2016. The written report shall include a summary of the facts, internal discussions and decision-making, safety lapses that Takata has uncovered, and steps taken by Takata to mitigate the risk. Takata shall not assert any claim of confidentiality or privilege with respect to this report, which shall be made publicly available by NHTSA.

b. *Confirmation of Employee Termination.* Within sixty days of the execution of this Consent Order, Takata shall submit written notice to NHTSA, confirming the identities of the individuals whose employment has been terminated as a result of, or in relation to, Takata's review of the subject matter of this Consent Order.

c. *Chief Safety Assurance and Accountability Officer.* Within sixty days following execution of this Consent Order, Takata shall designate a Chief Safety Assurance and Accountability Officer, who shall have independent authority within Takata to oversee compliance by Takata and its employees with the process improvements, written procedures, and training programs established by the Monitor. The Chief Safety Assurance and Accountability Officer is a permanent position and shall report directly to the board of directors of Takata. Takata shall provide him or her with sufficient staff and resources to carry out the duties contemplated by this Paragraph 33.c.

fully, efficiently, and without the need for burdensome approvals or administrative delays.

d. *Improvements to Internal Whistleblower Reporting.* Takata shall ensure that its existing whistleblower process permits and encourages its employees to expeditiously report concerns regarding irregularities in customer test data, malfunctions, actual or potential safety-related defects, or actual or potential noncompliance with Federal Motor Vehicle Safety Standards. Takata shall establish and rigorously enforce a non-retaliation policy for employees who report such concerns. No later than ninety days following execution of this Consent Order, Takata shall provide NHTSA with written documentation describing the process and policy for whistleblower reporting, as described in this Paragraph 33.d.

34. **Meetings with NHTSA.** Takata shall meet with NHTSA within ninety days of the execution of this Consent Order to discuss the steps it has taken pursuant to this Consent Order, and the process improvements, written procedures, and training programs being developed and implemented by the Monitor and Chief Safety Assurance and Accountability Officer. Takata shall work with NHTSA to evaluate which recommendations, process improvements, and training programs are appropriate for implementation and will develop a detailed written plan to implement any recommendations deemed appropriate. Takata shall thereafter meet with NHTSA on a quarterly basis for one year to discuss Takata's implementation of any recommendations NHTSA determines are appropriate. Takata agrees that, absent compelling circumstances, Kevin M. Kennedy, Executive Vice President of Takata (or his successor, if applicable), will attend the meetings, along with any other Takata officials, employees, or representatives whom Takata considers appropriate attendees. NHTSA may

extend the period of time for periodic meetings (no more frequently than once per quarter) pursuant to this Paragraph 34 for up to the term of this Consent Order.

**Independent Monitor**

Takata agrees to retain, at its sole cost and expense, an independent monitor (the “Monitor”) whose powers, rights and responsibilities shall be as set forth below.

35. **Jurisdiction, Powers, and Oversight Authority.** The scope of the Monitor’s authority is: (i) to review and assess Takata’s compliance with this Consent Order, including, but not limited to, Takata’s phasing out of the manufacture and sale of PSAN inflators, as described in Paragraph 26, its testing efforts, as set forth in Paragraphs 27-28, and the internal safety improvements described in Paragraph 33.a.-d. above; (ii) to monitor Takata’s compliance with the First Takata Consent Order, including its compliance with, and any alterations to, its “Get the Word Out” Digital Outreach Plan and its Proposed Plan to Test the Service Life and Safety of Certain Inflators; and (iii) to oversee, monitor, and assess compliance with the Coordinated Remedy Program, as set forth in the Coordinated Remedy Order issued by NHTSA on November 3, 2015.

It is expected and agreed that the Monitor will develop and implement process improvements, written procedures, and training programs and may make additional recommendations aimed at enhancing Takata’s ability to detect, investigate, and resolve potential safety related concerns. The Monitor will oversee the activities of the Chief Safety Assurance and Accountability Officer and, in the event of a dispute, the advice and recommendations of the Monitor will be controlling. The Monitor is not intended to supplant NHTSA’s authority over decisions related to motor vehicle safety. Except as expressly set forth below, the authority granted to the Monitor shall not include the authority to exercise oversight, or to participate in,



decisions by Takata about product offerings, decisions relating to product development, engineering of equipment, capital allocation, and investment decisions.

The Monitor's jurisdiction, powers, and oversight authority and duties are to be broadly construed, subject to the following limitation: the Monitor's responsibilities shall be limited to Takata's activities in the United States, and to the extent the Monitor seeks information outside the United States, compliance with such requests shall be consistent with the applicable legal principles in that jurisdiction. Takata shall adopt all recommendations submitted by the Monitor unless Takata objects to any recommendation and NHTSA agrees that adoption of such recommendation should not be required.

36. **Access to Information.** The Monitor shall have the authority to take such reasonable steps, in the Monitor's view, as necessary to be fully informed about those operations of Takata within or related to his or her jurisdiction. To that end, the Monitor shall have:

a. Access to, and the right to make copies of, any and all non-privileged books, records, accounts, correspondence, files, and any and all other documents or electronic records, including e-mails, of Takata and its subsidiaries, and of officers, agents, and employees of Takata and its subsidiaries, within or related to his or her jurisdiction that are located in the United States; and

b. The right to interview any officer, employee, agent, or consultant of Takata conducting business in or present in the United States and to participate in any meeting in the United States concerning any matter within or relating to the Monitor's jurisdiction; provided, however, that during any such interview, such officer, employee, agent, or consultant shall have the right to counsel and shall not be required to disclose privileged information.

c. To the extent that the Monitor seeks access to information contained within privileged documents or materials, Takata shall use its best efforts to provide the Monitor with the information without compromising the asserted privilege.

**37. Confidentiality.**

a. The Monitor shall maintain the confidentiality of any non-public information entrusted or made available to the Monitor. The Monitor shall share such information only with NHTSA, except that the Monitor may also determine in consultation with NHTSA that such information should be shared with the U.S. Department of Justice and/or other federal agencies.

b. The Monitor shall sign a non-disclosure agreement with Takata prohibiting disclosure of information received from Takata to anyone other than NHTSA or anyone designated by NHTSA or hired by the Monitor. Within thirty days after the end of the Monitor's term, the Monitor shall either return anything obtained from Takata, or certify that such information has been destroyed. Anyone hired or retained by the Monitor shall also sign a non-disclosure agreement with similar return or destruction requirements as set forth in this subparagraph.

**38. Hiring Authority.** The Monitor shall have the authority to employ, subject to ordinary and customary engagement terms, legal counsel, consultants, investigators, experts, and any other personnel reasonably necessary to assist in the proper discharge of the Monitor's duties.

**39. Implementing Authority.** The Monitor shall have the authority to take any other actions in the United States that are reasonably necessary to effectuate the Monitor's oversight and monitoring responsibilities.

40. **Selection and Termination.**

a. *Term.* The Monitor's authority set forth herein shall extend for a period of five years from the commencement of the Monitor's duties, except that (a) in the event NHTSA determines during the period of the Monitorship (or any extensions thereof) that Takata has violated any provision of this Consent Order, an extension of the period of the Monitorship may be imposed in the sole discretion of NHTSA, up to an additional one-year extension, but in no event shall the total term of the Monitorship exceed the term of this Consent Order; and (b) in the event NHTSA, in its sole discretion, determines during the period of the Monitorship that the employment of a Monitor is no longer necessary to carry out the purposes of this Agreement, NHTSA may shorten the period of the Monitorship, in accordance with subparagraph c.

b. *Selection.* NHTSA shall consult with Takata, including soliciting nominations from Takata, using its best efforts to select and appoint a mutually acceptable Monitor (and any replacement Monitors, if required) as promptly as possible. In the event NHTSA is unable to identify a Monitor who is acceptable to Takata, NHTSA shall have the sole right to select a Monitor (and any replacement Monitors, if required).

c. *Termination.* NHTSA shall have the right to terminate the retention of the Monitor at any time for cause, which termination shall be effective immediately. Termination for cause shall include termination for: (i) intentional nonperformance, misperformance, or gross negligence in the performance of the duties set forth in Paragraph 35; (ii) failure to report to NHTSA in the timeframe and manner specified in Paragraph 42; (iii) willful dishonesty, fraud or misconduct; (iv) conviction of, or a plea of nolo contendere to, a felony or other crime involving moral turpitude; or (v) the

commission of any act materially inconsistent with the object and purpose of this Consent Order and/or the Safety Act.

Upon the mutual agreement of NHTSA and Takata, the Monitor's retention may be terminated without cause upon thirty days prior written notice to the Monitor.

41. **Notice regarding the Monitor; Monitor's Authority to Act on Information received from Employees; No Penalty for Reporting.** Takata shall establish an independent, toll-free answering service to facilitate communication anonymously or otherwise with the Monitor. Within ten days of the commencement of the Monitor's duties, Takata shall advise its employees of the appointment of the Monitor, the Monitor's powers and duties as set forth in this Agreement, a toll-free telephone number established for contacting the Monitor, and email and mail addresses designated by the Monitor. Such notice shall inform employees that they may communicate with the Monitor anonymously or otherwise, and that no agent, consultant, or employee of Takata shall be penalized in any way for providing information to the Monitor (unless the Monitor determines that the agent, consultant, or employee has intentionally provided false information to the Monitor). In addition, such notice shall direct that, if an employee is aware of any violation of any law or any unethical conduct that has not been reported to an appropriate federal, state or municipal agency, the employee is obligated to report such violation or conduct to the Monitor. The Monitor shall have access to all communications made using this toll-free number. The Monitor has the sole discretion to determine whether the toll-free number is sufficient to permit confidential and/or anonymous communications or whether the establishment of an additional or different toll-free number is required.

42. **Reports to NHTSA.** The Monitor shall keep records of his or her activities, including copies of all correspondence and telephone logs, as well as records relating to actions

taken in response to correspondence or telephone calls. If potentially illegal or unethical conduct is reported to the Monitor, the Monitor may, at his or her option, conduct an investigation, and/or refer the matter to NHTSA and/or the U.S. Department of Justice. The Monitor may report to NHTSA whenever the Monitor deems fit but, in any event, shall file written reports not less often than every four months regarding: the Monitor's activities; whether Takata is complying with the terms of this Consent Order; any changes that are necessary to foster Takata's compliance with the Safety Act and/or any regulation promulgated thereunder; and any developments associated with the Coordinated Remedy Program. Sixty days prior to the scheduled expiration of his or her term, the Monitor shall submit a closing report to NHTSA assessing Takata's record of compliance with the requirements of the Consent Order.

**43. Cooperation with the Monitor.**

a. Takata and all of its officers, directors, employees, agents, and consultants shall have an affirmative duty to cooperate with and assist the Monitor in the execution of his or her duties and shall inform the Monitor of any non-privileged information that may relate to the Monitor's duties or lead to information that relates to his or her duties.

Failure of any Takata officer, director, employee, or agent to cooperate with the Monitor may, in the sole discretion of the Monitor, serve as a basis for the Monitor to recommend dismissal or other disciplinary action.

b. On a monthly basis for a period of one year, the Chief Safety Assurance and Accountability Officer shall provide the Monitor with a written list of every safety-related issue concerning any item of equipment manufactured by Takata that is being investigated, reviewed, or monitored by Takata. The Monitor shall include these issues in the reports to NHTSA under Paragraph 42.

44. **Compensation and Expenses.** Although the Monitor shall operate under the supervision of NHTSA, the compensation and expenses of the Monitor, and of the persons hired under his or her authority, shall be paid by Takata. The Monitor, and any persons hired by the Monitor, shall be compensated in accordance with their respective typical hourly rates. Takata shall pay bills for compensation and expenses promptly, and in any event within thirty days. In addition, within one week after the selection of the Monitor, Takata shall make available reasonable office space, telephone service and clerical assistance sufficient for the Monitor to carry out his or her duties.

45. **Indemnification.** Takata shall provide an appropriate indemnification agreement to the Monitor with respect to any claims arising out of the proper performance of the Monitor's duties.

46. **No Affiliation.** The Monitor is not, and shall not be treated for any purpose, as an officer, employee, agent, or affiliate of Takata.

47. **Liquidated Penalties.** Should NHTSA reasonably determine, whether based on notice from the Monitor as provided in Paragraph 42 above, on documents that become public, but were not produced to NHTSA in accordance with any of the agency's Special Orders to Takata, or on NHTSA's own investigation, that Takata had committed a violation of the Safety Act or the regulations prescribed thereunder, which was not disclosed to NHTSA as of the date of this Consent Order, Takata shall pay Liquidated Penalties in accordance with this Paragraph 47; provided, however, that Takata reserves the right to argue that its actions did not constitute a violation of the Safety Act or the regulations prescribed thereunder, or that such violation was disclosed to NHTSA as of the date of this Consent Order. For the first such violation, Takata shall make a lump-sum payment of five million dollars (\$5,000,000); for the second such

violation, Takata shall make a lump-sum payment of ten million dollars (\$10,000,000); and for the third such violation, Takata shall make a lump-sum payment of twenty million dollars (\$20,000,000). Each payment of such Liquidated Penalties shall be made by electronic funds transfer to the U.S. Treasury within ten business days of a final determination of the violation by NHTSA (following a reasonable opportunity for Takata to seek review of the determination), in accordance with the instructions provided by NHTSA.

#### **VI. TERM OF CONSENT ORDER**

48. Unless otherwise specified, the term of this Consent Order and Takata's performance obligations thereunder is five years from the date of execution; provided, however, that NHTSA may, at its sole option, extend the term of this Consent Order for one year if NHTSA reasonably decides that Takata should not be released from this Consent Order for failure to comply materially with one or more terms of this Consent Order, or for other good cause.

#### **VII. AMENDMENT**

49. This Consent Order cannot be modified, amended or waived except by an instrument in writing signed by all parties.

#### **VIII. MISCELLANEOUS**

50. **Investigation Remains Open.** Takata recognizes that NHTSA will keep the agency's investigation open in order to address the outstanding scientific and engineering questions with respect to the determination of root cause. Therefore, NHTSA's Investigation EA15-001 shall remain open until such time as NHTSA reasonably concludes, in its sole discretion and determination, that all issues thereunder have been satisfactorily resolved. Any



and all subsequent actions taken by NHTSA involving or related to the investigation into Takata air bag inflators may be included as part of EA15-001.

51. **Conflict.** In the event of a conflict between the terms and conditions of the First Takata Consent Order and this Consent Order, the terms and conditions of this Consent Order control.

52. **Notice.** Takata shall provide written notice of each required submission under this Consent Order by electronic mail to the Director of NHTSA's Office of Defects Investigation (currently Otto Matheke at Otto.Matheke@dot.gov), with copies to NHTSA's Associate Administrator for Enforcement (currently Frank Borris at Frank.Borris@dot.gov) and NHTSA's Assistant Chief Counsel for Litigation and Enforcement (currently Timothy H. Goodman at Tim.Goodman@dot.gov). For any matter requiring notice by NHTSA to Takata under this Consent Order, such notice shall be by electronic mail to D. Michael Rains, Director of Product Safety for Takata, at mike.rains@takata.com, and to Andrew J. Levander of Dechert LLP, outside counsel to Takata, at andrew.levander@dechert.com. The parties shall provide notice if the individuals holding these positions or their e-mail addresses change.

53. **Application of Federal Law.** Nothing in this Consent Order shall be interpreted or construed in a manner inconsistent with, or contravening, any federal law, rule, or regulation at the time of the execution of this Consent Order, or as amended thereafter.

54. **Release.**

a. Upon the expiration of the term of this Consent Order, the Secretary of Transportation, by and through the Administrator of NHTSA, will be deemed to have released Takata, including its current and former directors, officers, employees, agents, parents, subsidiaries, affiliates, successors, and assigns from liability for any additional

civil penalties pursuant to 49 U.S.C. § 30165, in connection with any and all violations of Takata's Safety Act obligations, including those expressly identified in this Consent Order, from the inception of the Safety Act through the execution date of this Consent Order.

b. This Consent Order does not release Takata from civil or criminal liabilities, if any, that may be asserted by the United States, the Department of Transportation, NHTSA, or any other governmental entity, other than as described in this Consent Order.

55. **Breach.** In the event of Takata's breach of, or failure to perform, any term of this Consent Order, NHTSA reserves the right to pursue any and all appropriate remedies, including, but not limited to, actions compelling specific performance of the terms of this Consent Order, assessing interest for untimely settlement payments, and/or commencing litigation to enforce this Consent Order in any United States District Court. Takata agrees that, in any such enforcement action, it will not raise any objection as to venue. Takata expressly waives any and all defenses, at law or in equity, and agrees not to plead, argue, or otherwise raise any defenses other than (i) that the payment of the Civil Penalty Amount, or of any other penalty amounts required by this Consent Order, if applicable, was made to NHTSA as set forth herein, (ii) that Takata has substantially complied with the terms of this Consent Order, and (iii) that NHTSA's subsequent orders under Paragraphs 25, 26, 29, 30, and 50, if issued, were arbitrary, capricious, or contrary to law, including the Safety Act.

56. **Attorneys' Fees.** The parties shall each bear their own respective attorneys' fees, costs, and expenses, except as provided in Paragraph 22 above.

57. **Authority.** The parties who are the signatories to this Consent Order have the legal authority to enter into this Consent Order, and each party has authorized its undersigned to execute this Consent Order on its behalf.

58. **Tax Deduction/Credit.** Takata agrees that it will not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, local, or foreign tax for any fine or civil penalty paid pursuant to this Consent Order.

59. **Corporate Change.** This Consent Order shall be binding upon, and inure to the benefit of, Takata and its current and former directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns. Takata agrees to waive any and all defenses that may exist or arise in connection with any person or entity succeeding to its interests or obligations herein, including as a result of any changes to the corporate structure or relationships among or between Takata and any of its parents, subsidiaries, or affiliates.

60. **Severability.** Should any condition or other provision contained herein be held invalid, void or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Consent Order and shall in no way affect, impair or invalidate any other provision of this Consent Order.

61. **Third Parties.** This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Order.

62. **Counterparts.** This Consent Order may be executed in counterparts, each of which shall be considered effective as an original signature.

63. **Effective Date.** This Consent Order shall be effective upon its full execution.

64. **Integration.** This Consent Order is a fully integrated agreement and shall in all respects be interpreted, enforced and governed under the federal law of the United States. This

Consent Order sets forth the entire agreement between the parties with regard to the subject matter hereof. There are no promises, agreements, or conditions, express or implied, other than those set forth in this Consent Order and the attachments thereto.

[SIGNATURES ON NEXT PAGE]

APPROVED AND SO ORDERED:

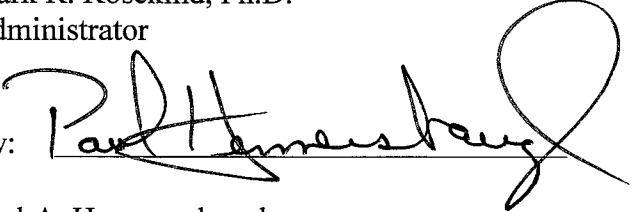
NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: November 3, 2015

By: // ORIGINAL SIGNED BY //

Mark R. Rosekind, Ph.D.  
Administrator

Dated: November 3, 2015

By: 

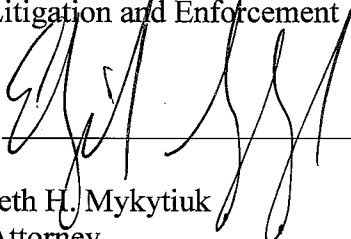
Paul A. Hemmersbaugh  
Chief Counsel

Dated: November 3, 2015

By: 

Timothy H. Goodman  
Assistant Chief Counsel  
for Litigation and Enforcement

Dated: November 3, 2015

By: 

Elizabeth H. Mykytiuk  
Trial Attorney

Dated: November 3, 2015

By: 

Kara L. Fischer  
Trial Attorney

Dated: November 3, 2015

By: 

Arija M. Flowers  
Trial Attorney

AGREED:

Dated: November 3, 2015

TK HOLDINGS INC.

By: 

Kevin M. Kennedy  
Executive Vice President

Dated: November 3, 2015

By: 

Andrew J. Levander  
Dechert LLP  
Counsel for TK Holdings, Inc.  
Approved as to Form

**EXHIBIT 11**



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**DECLARATION OF JEANNE C. FINEGAN IN CONNECTION  
WITH PRELIMINARY APPROVAL OF SETTLEMENT**

I, Jeanne C. Finegan, declare and state as follows:

1. I am the Managing Director and Head of Kroll Notice Media Solutions (“Kroll Media”),<sup>1</sup> a business unit of Kroll Settlement Administration LLC (“Kroll”). This Declaration is based upon my personal knowledge as well as information provided to me by my associates and staff, including information reasonably relied upon in the fields of advertising media and communications.

2. Kroll has been engaged by the Parties as the Settlement Notice Administrator<sup>2</sup> to develop and implement a proposed legal notice program as part of the Parties’ proposed class action settlement, the terms of which are embodied in that certain Settlement Agreement (the

<sup>1</sup> Capitalized terms used but not defined herein have the meanings given them in the Settlement Agreement (as defined below).

<sup>2</sup> The Settlement Agreement appoints “Kroll Notice Media” as the Settlement Notice Administrator, which was presumably intended to refer to Kroll Notice Media Solutions. Kroll Notice Media Solutions is a division of Kroll Settlement Administration LLC, which is the actual Settlement Notice Administrator in this case.

“Settlement Agreement”) entered into by the Parties.

3. Attached as **Exhibit 1** to this Declaration is a description of the proposed Notice Program.

4. This remainder of this Declaration describes my extensive experience in designing and implementing notices and notice programs, as well as my credentials to opine on the overall adequacy of the notice effort.

**RELEVANT COMMUNICATIONS AND ADVERTISING EXPERIENCE, NOTICE  
EXPERTISE AND QUALIFICATIONS**

5. My credentials, expertise, and experience that qualify me to provide an expert opinion and advice regarding notice in class action cases include more than 30 years of communications and advertising experience, specifically in class action and bankruptcy notice context. My Curriculum Vitae delineating my experience is attached hereto as **Exhibit 2**.

6. I have served as an expert and have been directly responsible for the design and implementation of numerous notice programs, including some of the largest and most complex programs ever implemented in the United States as well as globally in over 140 countries and thirty-seven languages. I have been recognized by numerous courts in the United States as an expert on notification and outreach.

7. During my career, I have planned and implemented over 1,000 complex notice programs for a wide range of class action, bankruptcy, regulatory, and consumer matters. The subject matters of which have included product liability, construction defect, antitrust, asbestos, medical, pharmaceutical, human rights, civil rights, telecommunications, media, environmental, securities, banking, insurance and bankruptcy.

8. I have relevant experience planning and implementing complex court-approved notice programs in other automobile class action settlements including:

- *Simerlein et al., v. Toyota Motor Corporation*, Case No. 3:17-cv-01091-VAB (D. Conn. 2019); and
- *Warner v. Toyota Motor Sales, U.S.A. Inc.*, Case No 2:15-cv-02171-FMO FFMx (C.D. Cal. 2017).

9. I am the only notice expert regularly recognized by courts who is accredited in Public Relations by the Universal Accreditation Board, a program administered by the Public

Relations Society of America. I have provided testimony before the United States Congress on issues of notice.<sup>3</sup> I have lectured, published, and been cited extensively on various aspects of legal noticing, product recall, and crisis communications. I have served the Consumer Product Safety Commission (“CPSC”) as an expert to determine ways in which the CPSC can increase the effectiveness of its product recall campaigns. Additionally, I have published and lectured extensively on various aspects of legal noticing and taught continuing education courses for Jurists and lawyers alike on best practice methods for providing notice in various contexts.

10. I worked with the Special Settlement Administrator’s team to assist with the outreach strategy for the historic Auto Airbag Settlement, *In re Takata Airbag Prods. Liab. Litig.*, No. 15-MD-2599-FAM (S.D. Fla.). I was extensively involved as a lead contributing author for “*Guidelines and Best Practices Implementing 2018 Amendments to Rule 23 Class Action Settlement Provisions*” published by Duke University School of Law. I was involved with New York University School of Law and The Center on Civil Justice assisting with a class action settlement data analysis and comparative visualization tool called the *Aggregate Litigation Project*, designed to help judges make decisions in aggregate cases on the basis of data as opposed to anecdotal information.

11. I am a member of the Board of Directors for the Alliance for Audited Media (“AAM”), which is the recognized advertising industry leader in cross-media verification with unparalleled expertise across all brand platforms including web, mobile, email, and print. It was founded in 1914 as the Audit Bureau of Circulations to bring order and transparency to the media industry. Today, more than 4,000 publishers, advertisers, agencies, and technology vendors depend on its data-driven insights, technology certification audits, and information services to transact with trust. Its leadership consists of directors of ad agencies, vice presidents of major national brands, and publishers of leading newspapers and magazines.

---

<sup>3</sup> See, e.g., Report on the Activities of the Committee on the Judiciary of the House of Representatives: “Notice” Provision in the *Pigford v. Glickman* Consent Decree: Hearing Before Subcommittee on the Constitution, 108th Cong. 2nd Sess. 805 (2004) (statement of Jeanne C. Finegan); *Pigford v. Glickman & U.S. Dep’t of Agric.*, 185 F.R.D. 82, 102 (D.D.C. Apr. 14, 1999) (J. Finegan provided live testimony and was cross-examined before Congress in connection with a proposed consent decree settling a class action suit against the U.S. Department of Agriculture. In the court opinion that followed, the Honorable Paul L. Friedman approved the consent decree and commended the notice program, stating, “The [c]ourt concludes that class members have received more than adequate notice . . . the timing and breadth of notice of the class settlement was sufficient . . . The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television stations.”)

12. Further, I have been recognized as being at the forefront of modern notice practices,<sup>4</sup> and I was one of the first notice experts to integrate digital media,<sup>5</sup> social media and influencers<sup>6</sup> into court-approved legal notice programs. My recent work includes:

- *In re Purdue Pharma L.P.*, No. 19-23649 (Bankr. S.D.N.Y. 2019).
- *In Re: PG&E Corporation* Case No. 19-30088 Bankr. (N.D. Cal. 2019).
- *Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 5:16-MD-02752 (N.D. Cal. 2010).
- *Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation*, Case No. 19-MD-2887 (D. Kan. 2021).
- *Pettit et al., v. Procter & Gamble Co.*, Case No. 15-cv-02150-RS (N.D. Cal. 2019).
- *Carter v Forjas Taurus S.S., Taurus International Manufacturing, Inc.*, Case No. 1:13-CV-24583 PAS (S.D. Fla. 2016).
- *Cook et. al., v. Rockwell International Corp. and the Dow Chemical Co.*, No. 90-cv-00181- KLK (D. Colo. 2017).
- *In re Purdue Pharma L.P.*, No. 19-23649 (Bankr. S.D.N.Y. 2019).
- *In Re: PG&E Corporation* Case No. 19-30088 Bankr. (N.D. Cal. 2019).

13. As further reference, in evaluating the adequacy and effectiveness of my notice programs, courts have repeatedly recognized my work as an expert. For example:

a. *Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 5:16-MD-02752 (N.D. Cal 2010). In the Order Preliminary Approval, dated July 20, 2019, the Honorable Lucy Kho stated, para 21,

*“The Court finds that the Approved Notices and Notice Plan set forth in the Amended Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and provide the best notice practicable under the circumstances.”*

b. *Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation*, Case No. 19-MD-2887 (D. Kan. 2021). In the Preliminary Approval Transcript, February 2, 2021 p. 28-29, the Honorable Julie A. Robinson stated:

*“I was very impressed in reading the notice plan and very educational, frankly to me, understanding the communication, media platforms, technology, all of that continues to evolve rapidly and the ability to not only target consumers, but to target people that*

---

<sup>4</sup> See, e.g., Deborah R. Hensler et al., *Class Action Dilemmas, Pursuing Public Goals for Private Gain*, RAND (2000).

<sup>5</sup> See *In re La.-Pac. Inner-Seal Siding Litig.*, Nos. 879-JE, 1453-JE (D. Or. 1995).

<sup>6</sup> See: *In Re: PG&E Corporation* Case No. 19-30088 Bankr. (N.D. Cal. 2019).

*could rightfully receive notice continues to improve all the time.”*

c. ***Carter v. Forjas Taurus S.S., Taurus International Manufacturing, Inc.***, Case No. 1:13-CV-24583- PAS (S.D. Fla. 2016). In her Final Order and Judgment Granting Plaintiffs’ Motion for Final Approval of Class Action Settlement, the Honorable Patricia Seitz stated:

*“The Court considered the extensive experience of Jeanne C. Finegan and the notice program she developed. . . . There is no national firearms registry and Taurus sale records do not provide names and addresses of the ultimate purchasers... Thus, the form and method used for notifying Class Members of the terms of the Settlement was the best notice practicable. . . . The court-approved notice plan used peer-accepted national research to identify the optimal traditional, online, mobile and social media platforms to reach the Settlement Class Members.”*

Additionally, in the January 20, 2016, Transcript of Class Notice Hearing, p. 5, Judge Seitz noted:

*“I would like to compliment Ms. Finegan and her company because I was quite impressed with the scope and the effort of communicating with the Class.”*

d. ***In re Purdue Pharma L.P.***, No. 19-23649 (Bankr. S.D.N.Y. 2019). Omnibus Hearing, Motion Pursuant to 11 U.S.C. §§ 105(a) and 501 and Fed. R. Bankr. P. 2002 and 3003(c)(3) for Entry of an Order (I) Extending the General Bar Date for a Limited Period and (II) Approving the Form and Manner of Notice Thereof, June 3, 2020, transcript p. 88:10, the Honorable Robert Drain stated:

*“The notice here is indeed extraordinary, as was detailed on page 8 of Ms. Finegan's declaration in support of the original bar date motion and then in her supplemental declaration from May 20th in support of the current motion, the notice is not only in print media, but extensive television and radio notice, community outreach, -- and I think this is perhaps going to be more of a trend, but it's a major element of the notice here -- online, social media, out of home, i.e. billboards, and earned media, including bloggers and creative messaging. That with a combined with a simplified proof of claims form and the ability to file a claim or first, get more information about filing a claim online -- there was a specific claims website -- and to file a claim either online or by mail. Based on Ms. Finegan's supplemental declaration, it appears clear to me that that process of providing notice has been quite successful in its goal in ultimately reaching roughly 95 percent of all adults in the United States over the age of 18 with an average frequency of message exposure of six times, as well as over 80 percent of all adults in Canada with an average message exposure of over three times.”*

e. ***Simerlein et al. v. Toyota Motor Corporation***, Case No. 3:17-cv-01091-VAB (D. Conn. 2019). In the Ruling and Order on the Motion for Preliminary Approval, dated January 14, 2019, p. 30, the Honorable Victor Bolden stated:

*“In finding that notice is sufficient to meet both the requirements of Rule 23(c) and due process, the Court has reviewed and appreciated the high-quality submission of proposed Settlement Notice Administrator Jeanne C. Finegan. See Declaration of Jeanne C. Finegan, APR, Ex. G to Agrmt., ECF No. 85-8.”*

f. ***In Re: PG&E Corporation***, Case No. 19-30088 Bankr. (N.D. Cal. 2019). Hearing Establishing, Deadline for Filing Proofs of Claim, (II) establishing the Form and Manner of Notice Thereof, and (III) Approving Procedures for Providing Notice of Bar Date and Other Information to all Creditors and Potential Creditors PG&E. June 26, 2019, Transcript of Hearing p. 21:1, the Honorable Dennis Montali stated:

*...the technology and the thought that goes into all these plans is almost incomprehensible. He further stated p. 201:20 ... Ms. Finegan has really impressed me today...*

14. Additionally, I have published extensively on various aspects of legal noticing, including the following publications and articles:

- a. Interview, *“One Media Buyer’s Journey Toward Transparency,”* BoSacks Media Intelligence/Heard on the Web, April, 2021.
- b. Interview, *“One Media Buyer’s Journey Toward Transparency,”* The Drum /Open Mic Blog, April 21, 2021.
- c. Interview, *“How Marketers Achieve Greater ROI Through Digital Assurance,”* Alliance for Audited Media (“AAM”), white paper, January 2021.
- d. Tweet Chat: Contributing Panelist #Law360SocialChat, A live Tweet workshop concerning the benefits and pitfalls of social media, Lexttalk.com, November 7, 2019.
- e. Author, *“Top Class Settlement Admin Factors to Consider in 2020”* Law360, New York, (October 31, 2019, 5:44 PM ET).
- f. Author, *“Creating a Class Notice Program that Satisfies Due Process,”* Law360, New York (February 13, 2018 12:58 PM ET).
- g. Author, *“3 Considerations for Class Action Notice Brand Safety,”* Law360, New York (October 2, 2017 12:24 PM ET).
- h. Author, *“What Would Class Action Reform Mean for Notice?”* Law360, New York (April 13, 2017 11:50 AM ET).
- i. Author, *“Bots Can Silently Steal your Due Process Notice”* Wisconsin Law Journal (April 2017).



- j. Author, “*Don’t Turn a Blind Eye to Bots. Ad Fraud and Bots are a Reality of the Digital Environment*,” LinkedIn (March 6, 2017).
- k. Co-Author, “Modern Notice Requirements Through the Lens of Eisen and Mullane,” *Bloomberg BNA Class Action Litigation Report*, 17 CLASS 1077 (October 14, 2016).
- l. Author, “*Think All Internet Impressions are the Same? Think Again*,” Law360.com, New York (March 16, 2016).
- m. Author, “*Why Class Members Should See an Online Ad More Than Once*,” Law360.com, New York (December 3, 2015).
- n. Author, “*‘Being ‘Media-Relevant’ — What It Means and Why It Matters*,” Law360.com, New York (September 11, 2013, 2:50 PM ET).
- o. Co-Author, “*New Media Creates New Expectations for Bankruptcy Notice Programs*,” ABI Journal, Vol. XXX, No. 9 (November 2011).
- p. Quoted Expert, “*Effective Class Action Notice Promotes Access to Justice: Insight from a New U.S. Federal Judicial Center Checklist*,” Canadian Supreme Court Law Review, 53 S.C.L.R. (2d) (2011).
- q. Co-Author, with Hon. Dickran Tevrizian, “*Expert Opinion: It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape*,” BNA Class Action Litigation Report, 12 CLASS 464 (May 27, 2011).
- r. Co-Author, with Hon. Dickran Tevrizian, “*Your Insight: It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape*,” TXLR, Vol. 26, No. 21 (May 26, 2011).
- s. Author, “*Five Key Considerations for a Successful International Notice Program*,” BNA Class Action Litigation Report,” Vol. 11, No. 7 p. 343 (April 9, 2010).
- t. Quoted, “*Technology Trends Pose Novel Notification Issues for Class Litigators*,” BNA Electronic Commerce and Law Report, 15, ECLR 109 (January 27, 2010).
- u. Author, “*Legal Notice: R U ready 2 adapt?*” BNA Class Action Litigation Report, Vol. 10, No. 14, pp. 702-703 (July 24, 2009).
- v. Author, “*On Demand Media Could Change the Future of Best Practicable Notice*,” BNA Class Action Litigation Report, Vol. 9, No. 7, pp. 307-310 (April 11, 2008).
- w. Quoted, “*Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty*,” Warranty Week (February 28, 2007), available at [www.warrantyweek.com/archive/ww20070228.html](http://www.warrantyweek.com/archive/ww20070228.html).
- x. Co-Author, “*Approaches to Notice in State Court Class Actions, For the Defense*,” Vol. 45, No. 11 (November, 2003).
- y. Author, “*The Web Offers Near, Real-Time Cost-Efficient Notice*,” American Bankruptcy Institute Journal, Vol. XXII, No. 5 (2003).
- z. Author, “*Determining Adequate Notice in Rule 23 Actions*,” For the Defense, Vol. 44, No. 9 (September 2002).
- aa. Co-Author, “*The Electronic Nature of Legal Noticing*,” American Bankruptcy Institute Journal, Vol. XXI, No. 3 (April 2002).
- bb. Author, “*Three Important Mantras for CEO’s and Risk Managers in 2002*,” International Risk Management Institute, [irmi.com/](http://irmi.com/) (January 2002).



- cc. Co-Author, *"Used the Bat Signal Lately,"* The National Law Journal, Special Litigation Section (February 19, 2001).
- dd. Author, *"How Much is Enough Notice,"* Dispute Resolution Alert, Vol. 1, No. 6, (March 2001).
- ee. Author, *"High-Profile Product Recalls Need More Than the Bat Signal,"* International Risk Management Institute, irmi.com/ (July 2001).
- ff. Author, *"The Great Debate - How Much is Enough Legal Notice?:"* American Bar Association -- Class Actions and Derivatives Suits Newsletter (Winter 1999).
- gg. Author, *"What are the best practicable methods to give notice?"* Georgetown University Law Center Mass Tort Litigation Institute, CLE White Paper: Dispelling the communications myth -- A notice disseminated is a notice communicated (November 1, 2001).

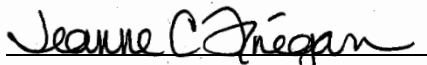
15. In addition, I have lectured or presented extensively on various aspects of legal noticing. A sample list includes the following:

- a. American Bar Association Faculty Panelist, 4<sup>th</sup> Annual Western Regional CLE Class Actions: "Big Brother, Information Privacy, and Class Actions: How Big Data and Social Media are Changing the Class Action Landscape," San Francisco, CA, June, 2017.
- b. Miami Law Class Action & Complex Litigation Forum, Faculty Panelist, "Settlement and Resolution of Class Actions." Miami. FL, December 2, 2016.
- c. The Knowledge Group, Faculty Panelist, "Class Action Settlements: Hot Topics 2016 and Beyond," Live Webcast, [www.theknowledgegroup.org/](http://www.theknowledgegroup.org/), October 2016.
- d. Bar Association National Symposium, Faculty Panelist, "Ethical Considerations in Settling Class Actions," New Orleans, LA March 2016.
- e. SF Banking Attorney Association, Speaker, "How a Class Action Notice Can Make or Break your Client's Settlement," San Francisco, CA May 2015.
- f. Perrin Class Action Conference, Faculty Panelist, "Being Media Relevant, What it Means and Why It Matters – The Social Media Evolution: Trends Challenges and Opportunities," Chicago, IL May 2015
- g. Bridgeport Continuing Ed. Faculty Panelist, "Media Relevant in the Class Notice Context," April 2014.
- h. CASD 5<sup>th</sup> Annual Speaker, "The Impact of Social Media on Class Action Notice." Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, September 2012.
- i. Law Seminars International, Speaker, "Class Action Notice: Rules and Statutes Governing FRCP (b)(3) Best Practicable... What constitutes a best practicable notice? What practitioners and courts should expect in the new era of online and social media." Chicago, IL, October 2011.
- j. CLE International, Faculty Panelist, Building a Workable Settlement Structure, CLE International, San Francisco, California May, 2011.
- k. Consumer Attorneys of San Diego (CASD), Faculty Panelist, "21st Century Class Notice and Outreach," 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2010.

- l. Consumer Attorneys of San Diego (CASD), Faculty Panelist, “The Future of Notice,” 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2009.
- m. American Bar Association, Speaker, 2008 Annual Meeting, “Practical Advice for Class Action Settlements: The Future of Notice in the United States and Internationally – Meeting the Best Practicable Standard.”
- n. American Bar Association, Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New York, NY, August 2008.
- o. Faculty Panelist, Women Lawyers Association of Los Angeles (WLALA) CLE Presentation, “The Anatomy of a Class Action.” Los Angeles, CA, February 2008.
- p. Faculty Panelist, Practising Law Institute (PLI) CLE Presentation, 11th Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures -- “Evolving Notice Standards in the Internet Age.” New York/Boston (simulcast) March, 2006; Chicago, April, 2006; and San Francisco, May 2006.
- q. Expert Panelist, U.S. Consumer Product Safety Commission. I was the only legal notice expert invited to participate as an expert to the Consumer Product Safety Commission to discuss ways in which the CPSC could enhance and measure the recall process. As an expert panelist, I discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda, MD, September 2003.
- r. Expert Speaker, American Bar Association. Presentation: “How to Bullet-Proof Notice Programs and What Communication Barriers Present Due Process Concerns in Legal Notice,” ABA Litigation Section Committee on Class Actions & Derivative Suits, Chicago, August 6, 2001.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, under the laws of the United States of America, that the foregoing is true and correct.

Executed: December 21, 2022 in Tigard, Oregon.

  
\_\_\_\_\_  
Jeanne C. Finegan

**EXHIBIT 1 TO NOTICE PLAN**

---

## Takata Airbag Product Liability Litigation Settlement Notice Program

---

This Notice Program<sup>1</sup> is designed to inform Class Members about the proposed class action settlement between Plaintiffs and Defendants as described in the Settlement Agreement. In the Settlement Agreement, the Class is defined as: “All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order,” subject to certain excluded parties described below.

Pursuant to the Settlement Agreement, the term “Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator<sup>2</sup> and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, re-furnished, and/or removed for sale and/or re-sale, Takata Inflators and/or Takata Inflator-related component parts.

Excluded from the Class are: (a) the Settling Defendants, their officers, directors and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and the Settling Defendants’ Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

Class Notice will be accomplished through a combination of Direct Mailed Notice, Publication Notice, notice through the Settlement Website, Long Form Notice, and other applicable notice.

The proposed Notice Program includes the following components:

- Direct Mail Notice via postcard sent by first-class postage prepaid U.S. mail to reasonably identifiable Class Members;
- Publication Notice, which will appear in three auto recycling trade magazines, published in English with a Spanish sub-headline;
- Publication Notice, which will appear in eight territorial newspapers along with banner advertising on the newspapers’ web property in English and Spanish;
- Establishing and maintaining a Settlement Website that will contain important deadlines, notices, how to submit claims, and other important information;
- Establishing and maintaining a toll-free information line; and

---

<sup>1</sup> Capitalized terms have the meanings given them in the *Declaration of Jeanne C. Finegan in Connection with Preliminary Approval of Settlement*, to which this document is attached as an Exhibit.

<sup>2</sup> Specifically, Takata PSAN inflators, which are airbag inflators for driver or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate (“PSAN”), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

- CAFA Notice via first class mail to appropriate state and federal government officials.

### **DIRECT MAIL NOTICE**

Kroll has been informed by Data Axle that there are approximately 16,300 Auto Salvage and/or Recyclers that own vehicles that are potentially affected by the Settlement.

Kroll utilized Data Axle, a leading provider of business data, to identify these potential Settlement Class Members. Data Axle has over 17.3 million records with over 400 data attributes in its database. The database has records for almost every business in the United States and Canada — from the Fortune 500 to small family-owned business. Kroll uses Standard Industrial Classification codes (“SIC Codes”) to find records for relevant industries and businesses. SIC Codes were created by the federal government to classify industries using a four-digit code. SIC Codes continue to be used by U.S. Government agencies, private companies, and in academia. Here, records were selected based on twenty-nine unique SIC Codes, including Automobile Dismantling Recycling, Automobile Part — Used & Rebuilt, Motor Vehicle Parts Used, Automobile Dismantling/ Recycling, and Automobile wrecking. The selected SIC codes returned over 16,300 records.

Further, Kroll has been informed that Plaintiff’s Counsel may provide additional records. If received, Kroll will combine these records with the data provided by Data Axle and de-duplicate any overlapping records.<sup>3</sup> This combined data set will be used for mailing the Direct Mailed Notice attached as **Exhibit 2**.

Pursuant to the terms of the Settlement Agreement, Kroll as the Settlement Notice Administrator, shall send Direct Mailed Notices via postage prepaid first-class U.S. mail to these identified Class Members.

Direct Mailed Notices that are returned as non-deliverable but with a forwarding address will be re-mailed by Kroll to any address indicated by the postal service in the case of an expired automatic forwarding order. Direct Mailed Notices returned as non-deliverable, but for which a new address is not indicated by the USPS, will be further searched through a third-party vendor to seek a more current address. If any such address is found, these types of customized and individualized Direct Mailed Notices will be re-mailed to the updated address no later than the deadline found in the Preliminary Approval Order. Upon completion of these duties, Kroll will submit a complete report on the results of the direct outreach effort.

Based on past experience with direct mail in related cases, we anticipate that the Direct Mailed Notice alone is estimated to reach at least 90% of Class Members residing in the United States.

---

<sup>3</sup> Data Axle has informed Kroll that it regularly updates its business records. As a result, there is no need to perform additional NCOA update searches in connection with this data.

**PUBLICATION NOTICE**

The proposed Publication component of the Notice Plan will employ a mix of newspaper, trade magazines, and online display to target notice to Class Members in the United States and the United States Territories<sup>4</sup> of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

**UNITED STATES OUTREACH**

The Summary Notice will be published once in each of the following trade magazines:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Distribution</i>
<i>Automotive Recycling</i>	1,200	English	United States and U.S. Territories
<i>Auto Recycler’s ToolBox Magazine</i>	10,000	English	United States and U.S. Territories
<i>American Recycler</i>	32,944	English	United States and U.S. Territories

**TERRITORIAL OUTREACH – NEWSPAPERS**

The Summary Notice will be published once in each of the following U.S. Territory newspapers:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Territory</i>
Samoa News	6,730	English	American Samoa
Pacific Daily News	19,357	English	Guam
Saipan Tribune	7,200	English	Mariana Islands
El Nuevo Dia	248,000	Spanish	Puerto Rico
San Juan Daily Star	62,000	English	Puerto Rico
Primera Hora	186,580	Spanish	Puerto Rico
Virgin Islands Daily News	18,300	English	U.S. Virgin Islands — St. Thomas
St. Croix Avis	14,000	English	U.S. Virgin-Islands — St. Croix

Combined, the territorial newspapers have a total circulation of 562,167 with over 1,292,000 readers.<sup>5</sup> Additionally, online display ads will run on each of the newspaper’s web properties.

<sup>4</sup> ComScore does not measure media in the territories, with the exception of Puerto Rico which is reported on a limited basis by age group.

<sup>5</sup> The number of readers is calculated using a pass-along factor of 2.3 readers in addition to the subscriber who reads the newspaper. See: National Newspaper Association, [nnaaweb.org/](http://nnaaweb.org/).

Digital media will run in English and Spanish.

### **OFFICIAL SETTLEMENT WEBSITE**

The Settlement Website will be established in accordance with the terms of the Settlement Agreement, at: [www.AirbagRecyclerSettlement.com](http://www.AirbagRecyclerSettlement.com) to enable potential Class Members to get information about the Settlement. Visitors will be able to obtain additional information about the Settlement and its benefits, including downloading Court documents related to the case and answers to Frequently Asked Questions. Additionally, Class Members will have the ability to send communications to Kroll's client service team through the website.

Further, the Settlement Website will allow Class Members to continue to obtain further information about the class action, their rights, and view Plaintiff's Motion for Approval of Expenses and Incentive Awards. The website will be accessible 24-hours a day, 7-days a week.

To ensure the Settlement Website remains active and responsive to search queries, the website shall be subject to search-engine optimization.

### **TOLL FREE INFORMATION LINE**

Additionally, Kroll will establish and maintain a 24-hour toll-free telephone line where callers may obtain information about the Settlement. Kroll will provide both automated and agent answered call center services. Live operators shall be available Monday through Friday, from 5:00 am to 5:00 pm, PST and shall be trained to respond to questions about the settlement, answer questions about the terms of the settlement, and address other material aspects of the Settlement. The phone number will also be configured to enable callers to leave a message after hours, which will be returned by Kroll the next business day.

### **CAFA NOTICE**

Pursuant to Section IV.G of the Settlement Agreement, Kroll will provide notice of the proposed Settlement under CAFA, 28 U.S.C. §1715(b), to appropriate state and federal government officials.



## **EXHIBIT 12**

## **A SETTLEMENT HAS BEEN CREATED, AND YOU MAY BE ENTITLED TO A CASH PAYMENT.**

**Use this Claim Form only if:**


- (1) You are an automotive salvage and/or recycler that purchased a Subject Vehicle containing a Takata Inflator (as defined in the Settlement Agreement) and that currently engage, or at the time of said purchase, were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale, second-hand Takata Inflators and/or Takata Inflator-related component parts**
- (2) You have intact, recalled (as of the date of the Settlement Agreement) Takata Inflators;**
- (3) You are not otherwise excluded from the Class; and**
- (4) You otherwise meet the terms and conditions specified in this Claim Form and the Settlement Agreement.**

**IMPORTANT NOTE:** Some vehicles included in the Settlement will be recalled at a later date and others may not require a recall. Your receipt of a Settlement Notice does not mean your vehicle is subject to a recall. Please refer to Subaru's website, [www.Subaru.com/Recall](http://www.Subaru.com/Recall), or the National Highway Traffic Safety Administration's website, [www.SaferCar.gov](http://www.SaferCar.gov), for the latest information about Takata recalls and to determine if your vehicle is subject to a recall.

### **INSTRUCTIONS FOR REGISTERING/SUBMITTING A CLAIM FOR A SETTLEMENT PAYMENT**

**Please Read These Instructions Carefully**

1. Subject to certain limited exclusions, you are a person or entity eligible to submit a claim for a Settlement Payment if:
  - a. You are an Automotive Salvage and/or Recycler located in the United States, the District of Columbia, and the territories and possessions of the United States prior to the **date of the Preliminary Approval Order**.
  - b. "Automotive Salvage and/or Recyclers" means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.
  - c. "Inflator" or "Inflators" mean Takata PSAN inflators, which are all airbag inflators for driver- or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate ("PSAN"), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

- 
2. To submit a claim for a Settlement Payment, you must:
    - a. Submit a Claim Form with required documentation online by visiting [www.coresupply.com](http://www.coresupply.com) or [www.rascorepro.com](http://www.rascorepro.com) (Go to Section I for instructions for the website); or
    - b. Submit a Claim Form with required documentation via smart phone application, RAS CorePro Mobile (Go to Section II for instructions for the website).
  3. The deadline for submitting a Claim Form is two years from the date of implementation. Current date of implementation is anticipated to be [ESTIMATED DATE], but this date may move. Please periodically check the settlement website for updates.

**IMPORTANT: NO CLAIM FORMS MAY BE SUBMITTED AFTER THE FINAL CLAIM DEADLINE. THE DATE OF IMPLEMENTATION AND THE FINAL CLAIM DEADLINE ARE NOT YET KNOWN, BUT WILL BE POSTED PROMINENTLY ON THE SETTLEMENT WEBSITE, [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM), WHEN THEY ARE KNOWN.**

4. If you are the registered owner of more than one eligible Subject Vehicle, you may submit one Claim Form for multiple vehicles, providing information for each individual vehicle.
5. Capitalized terms in this Form have the same meaning as provided in the Settlement Agreement, which is available for download at [www.\[website\].com](http://www.[website].com). The Long Form Notice, which is also available for download at [www.\[website\].com](http://www.[website].com) or by calling 1-[number], also explains key terms of the Settlement, including the definition of Effective Date.
6. Provide all requested information in the instructions below to complete and submit your Claim(s) via a website or on a smart phone app.

**IMPORTANT: KEEP A COPY OF CONFIRMATION OF YOUR SUBMISSION ON EITHER THE WEBSITE OR THROUGH THE SMART PHONE APP. KEEP PAPER OR ELECTRONIC COPIES OF THE PHOTOGRAPHS THAT YOU SUBMIT WITH YOUR CLAIMS. IF YOUR CLAIM IS REJECTED FOR ANY REASON, YOU WILL BE NOTIFIED AND GIVEN AN OPPORTUNITY TO ADDRESS ANY DEFICIENCIES. THE SETTLEMENT CLAIMS ADMINISTRATOR'S DECISIONS REGARDING CLAIMS SUBMITTED BY CLASS MEMBERS IS FINAL AND CANNOT BE APPEALED.**

## SECTION I: WEBSITE INSTRUCTIONS

1. Sign in RAS's website:
  - a. If you have an account, go to [www.rascorepro.com](http://www.rascorepro.com) and Log In with Email/User Name & Password. If you have an account and forgot your password, you can also reset your password at this website.
  - b. If you do not yet have an account, register as a new user at

<http://www.rascorepro.com/Views/Register.aspx>.

- Answer whether you dismantle vehicles: yes or no
  - Submit following identifying information:
    - First Name
    - Last Name
    - Company Name
    - Address
    - City
    - Country
    - State
    - Zip Code
    - Phone Number
    - Fax (optional)
    - Email Address
    - Website (optional)
2. Enter Vehicle Identification Number(s) (“VIN(s)”) to search for your vehicle.
  3. Choose Driver or Passenger Inflator – Check the X to remove that the inflator is deployed
  4. Click Save Search
  5. Go to View Cart
    - a. Click on Individual Lines or Select all to select recalled Takata Inflator(s)
    - b. Answer whether airbag boxes are on pallet and shrink wrapped
    - c. Choose Requested Pick Up Date
    - d. Enter Shipping Notes, including
      - Number of Pallets
      - Number of Actual Boxes on Pallet
      - Your Name
      - Additional Instructions/Comments
    - e. Click to acknowledge shipping requirements
    - f. Click Attestation:
      - I affirm, under penalty of perjury and under the laws of the United States of America, that the information submitted for this Claim is true and correct to the best of my knowledge, information, and belief, and that I am the sole and exclusive owner of all claims being released by the Settlement. I understand that my Claim may be subject to audit, verification, and review by RAS, the Settlement Claims Administrator and Court. I also understand that, if my Registration/Claim Form is found to be fraudulent, I will not receive any payment from the Settlement Fund.
      - RAS is not liable for any airbags that are lost during shipment.

- g. Click Submit Invoice
  - Once your claim/invoice is submitted, you Recall Specialist/Accounting Manager will create and send a Bill of Lading (“BOL”) via email and arrange for a freight pickup of airbags. Print multiple copies of the BOL – 1 for the driver, 1 on each pallet, and one for your records.

## SECTION II: SMART PHONE APP INSTRUCTIONS

1. Sign into the RAS Cores smart phone app:
  - a. If you have an account and forgot your password, you can reset your password on the app.
  - b. If you do not yet have an account, register as a new user on the app. In order to register for the app, you need to supply the following information.
    - Answer whether you dismantle vehicles: yes or no
    - Submit following identifying information:
      - First Name
      - Last Name
      - Company Name
      - Address
      - City
      - Country
      - State
      - Zip Code
      - Phone Number
      - Fax (optional)
      - Email Address
      - Website (optional)
2. Enter or Scan the VIN(s) using the App Internal Scanner to search for your vehicle.
3. For the Driver Inflator and Passenger Inflator, select
  - a. Good
  - b. Deployed
  - c. Missing
  - d. Ignore

**IF YOU SELECT A RESPONSE OTHER THAN “GOOD” STOP FOLLOWING THESE INSTRUCTIONS AND OBTAIN A CLAIM FORM FOR DEPLOYED AND/OR MISSING INFLATORS**

4. Select “Done”
5. Please follow the steps included on the app before submitting your recall:

- a. Step 1: Tap the first picture on the app to take a picture of the complete dash
- b. Step 2: Tap the second picture on the app and take a picture of the vehicle VIN
- c.
6. Select "Next"
7. Once you have validated your inflators:
  - a. Remove the airbags
  - b. Write last six (60 of VIN on Airbag(s)
  - c. Select "Add to Cart"
8. Bag and Box your Airbag:
  - a. Step 1 – Tape Bottom of Box and affix Hazmat label (labels must be in diamond orientation



- b. Step 2 – Put Airbag into Pink Anti Static Bag and cinch with cable tie
  - c. Step 3 – Put Airbag into box with enough filler to limit bouncing of airbag
  - d. Step 4 – Tape top of box and add to pallet
  - e. Step 5 – Shrink wrap/strap pallet and airbags
- \* RAS will create the BOL (Bill of Lading) and arrange for pick-up of airbags (when you receive BOL in email, print enough copies for the driver, you, and one for each pallet)



9. Select Pencil (top left corner of screen)



10. Select Invoice



11. Depending on what is in your cart:
  - a. If you have items other than the recalled Takata Inflators in your cart, select the recalled Takata Inflators.
  - b. If you only have recalled Takata Inflators in your cart, select ““Invoice ALL Recall Items in cart”



12. Select Invoice (again)
  - a. If you already have boxes and your airbags are boxed and shrink wrapped, Select “Ready to Ship?”

**Note: DO NOT SELECT READY TO SHIP if you need boxes shipped to you.**

13. Select Create (in red):
  - a. Confirm the following attestation:
    - I affirm, under penalty of perjury and under the laws of the United States of America, that the information in this Claim Form is true and correct to the best of my knowledge, information, and belief, and that I am the sole and exclusive owner of all claims being released by the Settlement. I understand that my Claim Form may be subject to audit, verification, and review by RAS, the Settlement Claims Administrator and Court. I also understand that, if my Claim Form is found to be fraudulent, I will not receive any payment from the Settlement Fund.
    - RAS is not liable for any airbags that are lost during shipment.

14. One you receive the Invoice Created alert, you will have the total dollar figure and Invoice(s) numbers. Screenshot this page for your records.

15. A RAS Representative will contact you to send boxes if you need them.

Choose Requested Pick Up Date

- a. Enter Shipping Notes, including
  - Number of Pallets
  - Number of Actual Boxes on Pallet
  - Your Name
  - Additional Instructions/Comments
- b. Click to acknowledge shipping requirements



**EXHIBIT 13**

## **A SETTLEMENT HAS BEEN CREATED, AND YOU MAY BE ENTITLED TO A CASH PAYMENT.**

### **Use this Claim Form only if:**

- (1) You are an automotive salvage and/or recycler that purchased a Subject Vehicle containing a Takata Inflator (as defined in the Settlement Agreement) and that currently engage, or at the time of said purchase, were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale, second-hand Takata Inflators and/or Takata Inflator-related component parts**
- (2) You have vehicles with missing and/or deployed, recalled (as of the date of the Settlement Agreement) Takata Inflators;**
- (3) You are not otherwise excluded from the Class; and**
- (4) You otherwise meet the terms and conditions specified in this Claim Form and the Settlement Agreement.**

**IMPORTANT NOTE:** Some vehicles included in the Settlement will be recalled at a later date and others may not require a recall. Your receipt of a Settlement Notice does not mean your vehicle is subject to a recall. Please refer to Subaru's website, [www.Subaru.com/Recall](http://www.Subaru.com/Recall), or the National Highway Traffic Safety Administration's website, [www.SaferCar.gov](http://www.SaferCar.gov), for the latest information about Takata recalls and to determine if your vehicle is subject to a recall.

### **INSTRUCTIONS FOR REGISTERING/SUBMITTING A CLAIM FOR A SETTLEMENT PAYMENT**

#### **Please Read These Instructions Carefully**

1. Subject to certain limited exclusions, you are a person or entity eligible to submit a claim for a Settlement Payment if:
  - a. You are an Automotive Salvage and/or Recycler located in the United States, the District of Columbia, and the territories and possessions of the United States prior to the **date of the Preliminary Approval Order**.
  - b. "Automotive Salvage and/or Recyclers" means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.
  - c. "Inflator" or "Inflators" mean Takata PSAN inflators, which are all airbag inflators for driver- or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate ("PSAN"), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

2. To submit a claim for a Settlement Payment, you must submit a Claim Form with required documentation via smart phone application, RAS CorePro Mobile.
3. The deadline for submitting a Claim Form is two years from the date of implementation. Current date of implementation is anticipated to be [ESTIMATED DATE], but this date may move. Please periodically check the settlement website for updates.

**IMPORTANT: NO CLAIM FORMS MAY BE SUBMITTED AFTER THE FINAL CLAIM DEADLINE. THE DATE OF IMPLEMENTATION AND THE FINAL CLAIM DEADLINE ARE NOT YET KNOWN, BUT WILL BE POSTED PROMINENTLY ON THE SETTLEMENT WEBSITE, WWW.[WEBSITE].COM, WHEN THEY ARE KNOWN.**

4. If you are the registered owner of more than one Subject Vehicle, you may submit one Claim Form for multiple vehicles, providing information for each individual vehicle.
5. Capitalized terms in this Form have the same meaning as provided in the Settlement Agreement, which is available for download at [www.\[website\].com](http://www.[website].com). The Long Form Notice, which is also available for download at [www.\[website\].com](http://www.[website].com) or by calling 1-[number], also explains key terms of the Settlement, including the definition of Effective Date.
6. Provide all requested information in the instructions below to complete and submit your Claim(s) via a website or on a smart phone app.

**IMPORTANT: KEEP A COPY OF CONFIRMATION OF YOUR SUBMISSION ON EITHER THE WEBSITE OR THROUGH THE SMART PHONE APP. KEEP PAPER OR ELECTRONIC COPIES OF THE PHOTOGRAPHS THAT YOU SUBMIT WITH YOUR CLAIMS. IF YOUR CLAIM IS REJECTED FOR ANY REASON, YOU WILL BE NOTIFIED AND GIVEN AN OPPORTUNITY TO ADDRESS ANY DEFICIENCIES. THE SETTLEMENT CLAIMS ADMINISTRATOR'S DECISIONS REGARDING CLAIMS SUBMITTED BY CLASS MEMBERS IS FINAL AND CANNOT BE APPEALED.**

## SECTION I: SMART PHONE APP INSTRUCTIONS

1. Sign into the RAS Cores smart phone app:
  - a. If you have an account and forgot your password, you can reset your password on the app.
  - b. If you do not yet have an account, register as a new user on the app. In order to register for the app, you need to supply the following information.
    - Answer whether you dismantle vehicles: yes or no
    - Submit following identifying information:
      - First Name

- Last Name
- Company Name
- Address
- City
- Country
- State
- Zip Code
- Phone Number
- Fax (optional)
- Email Address
- Website (optional)

2. Enter or Scan the VIN(s) using the App Internal Scanner to search for your vehicle.
3. For the Inflator, select
  - a. Good
  - b. Deployed
  - c. Missing
  - d. Ignore

**IF YOU SELECT A RESPONSE OTHER THAN “DEPLOYED” OR “MISSING”  
STOP FOLLOWING THESE INSTRUCTIONS AND OBTAIN A CLAIM FORM  
FOR INTACT INFLATORS**

4. Select “Done”
5. Please follow the steps included on the app before submitting your recall:
  - a. Step 1: Tap the first picture on the app to take a specified, geotagged picture of the complete dash
  - b. Step 2: Tap the second picture on the app and take a specified, geotagged picture of the vehicle VIN
  - c. Step 3: Take additional specified, geotagged photos as prompted
6. Select “Next”



7. Select Pencil (top left corner of screen)



8. Select Invoice
9. Depending on what is in your cart:
  - a. If you have items other than the recalled Takata Inflators in your cart, select the recalled Takata Inflators.
  - b. If you only have recalled Takata Inflators in your cart, select ““Invoice ALL Recall Items in cart”



10. Select Invoice (again)

11. Select Create (in red):

a. Confirm the following attestation:

- I affirm, under penalty of perjury and under the laws of the United States of America, that the information in this Claim Form is true and correct to the best of my knowledge, information, and belief, and that I am the sole and exclusive owner of all claims being released by the Settlement. I understand that my Claim Form may be subject to audit, verification, and review by RAS, the Settlement Claims Administrator and Court. I also understand that, if my Claim Form is found to be fraudulent, I will not receive any payment from the Settlement Fund.
- RAS is not liable for any airbags that are lost during shipment.

12. One you receive the Invoice Created alert, you will have the total dollar figure and Invoice(s) numbers. Screenshot this page for your records.

# **EXHIBIT C**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

MDL No. 2599

Master File No. 15-MD-02599-FAM

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

SETTLEMENT AGREEMENT

---



**Table of Contents**

	<b>Page</b>
I. PROCEDURAL HISTORY .....	<b>Error! Bookmark not defined.</b>
II. DEFINITIONS .....	<b>Error! Bookmark not defined.</b>
III. SETTLEMENT RELIEF .....	<b>Error! Bookmark not defined.</b>
IV. NOTICE TO THE CLASS .....	<b>Error! Bookmark not defined.</b>
V. REQUESTS FOR EXCLUSION .....	<b>Error! Bookmark not defined.</b>
VI. OBJECTIONS TO SETTLEMENT .....	<b>Error! Bookmark not defined.</b>
VII. RELEASE AND WAIVER .....	<b>Error! Bookmark not defined.</b>
VIII. ATTORNEYS' FEES AND EXPENSES AND INDIVIDUAL PLAINTIFF AWARDS <b>Error! Bookmark not defined.</b>	
IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS .....	<b>Error! Bookmark not defined.</b>
X. MODIFICATION OR TERMINATION OF THIS AGREEMENT	<b>Error! Bookmark not defined.</b>
XI. GENERAL MATTERS AND RESERVATIONS .....	<b>Error! Bookmark not defined.</b>

**TABLE OF EXHIBITS**

<b><u>Document</u></b>	<b><u>Exhibit Number</u></b>
List of Actions in the <i>Takata</i> MDL.....	1
Direct Mailed Notice.....	2
National Highway Traffic Safety Administration’s (“NHTSA”) Third Amendment to the Coordinated Remedy Order, dated December 9, 2016 .....	3
Final Judgment.....	4
Final Order .....	5
Long Form Notice .....	6
Preliminary Approval Order.....	7
Publication Notice.....	8
List of Subject Vehicles .....	9
National Highway Traffic Safety Administration’s (“NHTSA”) Consent Orders dated May 18, 2015 and November 3, 2015 .....	10
Settlement Notice Administrator’s Declaration and Notice Plan.....	11
Claim Forms .....	12 and 13

**WHEREAS**, Settlement Class Counsel (all terms defined below) and other counsel who have appeared in these Actions have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the claims, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens and costs of further prosecution of their claims, and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Recycler Plaintiffs and the Class;

**WHEREAS**, as a result of extensive arm's-length negotiations, the Recycler Plaintiffs, Settlement Class Counsel and Nissan have entered into this Agreement, which will resolve all economic loss claims that were or could have been asserted against Nissan by the Recycler Plaintiffs in the Actions;

**WHEREAS**, Nissan, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the claims, and for the purpose of resolving all economic loss claims and controversies that were or could have been asserted by the Recycler Plaintiffs and the Class in the Actions, for good and valuable consideration, and without any admission of liability or wrongdoing, desires to enter into this Agreement;

**WHEREAS**, Settlement Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of the Recycler Plaintiffs and the Class, and that Settlement Class Counsel have consulted with and confirmed that all Recycler Plaintiffs support and agree to the terms of this Agreement; and

**WHEREAS**, it is agreed that this Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute,

regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Nissan or any of the Released Parties, or of the truth or legal or factual validity or viability of any of the claims the Recycler Plaintiffs have or could have asserted, which claims and all liability therefore are expressly denied;

**NOW, THEREFORE**, without any admission or concession by the Recycler Plaintiffs or Settlement Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by Nissan of any liability or wrongdoing or lack of merit in its defenses, in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Court, Plaintiffs, Settlement Class Counsel and Nissan agree as follows:

**I. PROCEDURAL HISTORY**

A. On October 27, 2014, various individual plaintiffs (the “Consumer Economic Loss Plaintiffs”) filed a class action complaint in *Craig Dunn, et al. v. Takata Corp., et al.*, No. 1:14-cv-24009 (S.D. Fla.) (“Consumer Economic Loss Class Actions”), alleging, among other things, that certain automotive companies manufactured, distributed, or sold certain vehicles containing allegedly defective airbag inflators manufactured by Takata that allegedly could, upon deployment, rupture and expel debris into the occupant compartment and/or otherwise affect the airbag’s deployment, and that the Consumer Economic Loss Plaintiffs sustained economic losses as a result.

B. The Judicial Panel on Multidistrict Litigation subsequently consolidated the action for pretrial proceedings with additional class and individual actions alleging similar or identical claims in *In re Takata Airbag Products Liability Litigation*, No. 1:15-md-02599-FAM (S.D. Fla.) (MDL 2599), pending before the Honorable Judge Federico A. Moreno in the United States

District Court for the Southern District of Florida.

C. On March 17, 2015, the Court entered an Order Appointing Plaintiffs' Counsel and Setting Schedule, which designated Peter Prieto of Podhurst Orseck, P.A. as Chair Lead Counsel, David Boies of Boies Schiller and Flexner, LLP, and Todd A. Smith of Power Rogers & Smith, PC, as Co-Lead Counsel in the Economic Loss track; Curtis Miner of Colson Hicks Eidson as Lead Counsel for the Personal Injury track; and Roland Tellis of Baron & Budd P.C., James Cecchi of Carella Byrne Cecchi Olstein P.C., and Elizabeth Cabraser of Lieff, Cabraser, Heimann & Bernstein, LLP as Plaintiffs' Steering Committee members.

D. The Consumer Economic Loss Plaintiffs filed their Second Amended Consolidated Class Action Complaint on June 15, 2015. In response, Defendants filed ten motions to dismiss. In ruling on these motions, the Court dismissed the claims brought by the Plaintiffs on standing grounds. However, in its April 22, 2016 Order Regarding Future Amended Complaint, the Court explained that Plaintiffs may amend dismissed counts, specifically referencing the Plaintiffs' claims.

E. On January 13, 2017, the Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it "knowingly devised and participated in a scheme to obtain money and enrich Takata by, among other things, inducing the victim OEMs to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were." On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud before U.S. District Judge George Caram Steeh, as part of a

settlement with the U.S. Department of Justice. *See U.S. v. Takata Corp.*, No. 2:16-cr-20810-GCS-EAS, Dkt. No. 23 (E.D. Mich. Feb. 27, 2017).

E. On August 4, 2017, Nissan and the Consumer Economic Loss Plaintiffs reached a settlement agreement. After a preliminary approval hearing on September 7, 2017, the Court approved the settlement, preliminarily certified the class, and approved of the proposed class notice. Following the Parties' consummation of the proposed notice program and settlement relief and a Fairness Hearing on February 7, 2018, the Court finally approved the settlement agreement between the Consumer Economic Loss Plaintiffs and Nissan on February 28, 2018.

F. The Recycler Plaintiffs filed their First Amended Consolidated Class Action Complaint against various automakers on May 18, 2018. On August 20, 2018, various automakers filed multiple Motions to Dismiss. The Court granted in part and denied in part the Motions to Dismiss on March 9, 2021. The Court dismissed the following claims against Nissan: RICO claim for the nationwide class; Lanham Act for all Recycler Plaintiffs; Fraudulent Concealment and Fraudulent Misrepresentation claims for Tennessee and North Carolina; Violation of the Georgia Uniform Deceptive Trade Practices Act; and Violation of the Tennessee Consumer Protection Act. The claims remaining against Nissan are: Violation of Florida's Deceptive and Unfair Trade Practices Act; Violation of the North Carolina Unfair and Deceptive Trade Practices Act; Violation of the Texas Deceptive Trade Practices Act; and Fraudulent Concealment and Fraudulent Misrepresentation claims under Georgia, Florida, Missouri, Texas, and Virginia law.

G. On April 24, 2021, the Plaintiffs filed a Second Amended Class Action Complaint ("SACAC"). The SACAC was corrected on May 7, 2021, and this is the operative pleading for the Recycler Plaintiffs' claims at this time. Nissan answered the SACAC on May 21, 2021.

H. On May 18, 2021, the Parties filed an Unopposed Motion for Entry of Scheduling Order. The Court issued an Order Entering Scheduling Order on July 23, 2021, and granted the parties' Joint Motion to Extend Pretrial Deadlines and Modify the Scheduling Order for Recycler Claims on February 9, 2021. In the recycler actions, discovery is on-going and in addition to the discovery that has previously occurred. A trial date is not yet scheduled.

I. In the Consumer Economic Loss Class Actions, over one million documents were produced, more than 70 class representatives were deposed, and at least ten Takata and 18 Automotive Defendant representatives were deposed.

## **II. DEFINITIONS**

A. As used in this Agreement and the attached exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference), the following terms have the following meanings, unless this Agreement specifically provides otherwise:

1. "Action" or "Actions" means, individually and collectively, all class, mass and individual actions asserting economic loss claims filed by the Class, and/or any Class Members that are consolidated for pretrial proceedings in the United States District Court for the Southern District of Florida in *In re: Takata Airbag Products Liability Litigation*, Case No. 1:15-md-02599-FAM ("*Takata MDL*"), which are listed in Exhibit 1 hereto, or that may be consolidated into the *Takata MDL* prior to the entry of the Final Order.

2. "Agreement" or "Settlement Agreement" means this Settlement Agreement and the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments, which are the settlement (the "Settlement").

3. "Attorneys' Fees and Expenses" means such funds as may be awarded by the Court to compensate any and all attorneys in this Action representing the Recycler Plaintiffs



who have assisted in conferring the benefits upon the Class under this Settlement for their fees and expenses in connection with the Settlement, as described in Section VIII of this Agreement.

4. “Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.

5. “Claim Forms” shall be those documents, substantially in the form attached as Exhibits 12 and 13, that Class Members shall use to participate in the Enhanced Inflator Recovery Program.

6. “Claim Period” means the time period in which Class Members may submit Claims for review by RAS and payment from Nissan. The Claim Period shall run for a total of two (2) years, measured from the date of implementation of the Enhanced Inflator Recovery Program.

7. “Claims Process” means the process for submitting, reviewing, and paying approved claims as described in this Agreement, and as further determined by the Settlement Claims Administrator.

8. “Class” or “Class Members” means, for settlement purposes only, all Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Nissan, their officers, directors and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and Nissan’s Dealers and their officers and directors; (b) Settlement

Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class. A list of potential Class Members will be subsequently provided by Settlement Class Counsel.

9. “Class Notice” means the notice program described in Section IV.

10. “Court” means the United States District Court for the Southern District of Florida.

11. “Direct Mailed Notice” means the Direct Mailed Notice substantially in the form as attached hereto as Exhibit 2.

12. “Effective Date” means the latest date on which the Final Order and/or Final Judgment approving this Agreement becomes final. For purposes of this Agreement:

(a) if no appeal has been taken from the Final Order and/or Final Judgment, “Effective Date” means the date on which the time to appeal therefrom has expired; or

(b) if any appeal has been taken from the Final Order and/or Final Judgment, “Effective Date” means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc and petitions for a writ of certiorari to the Supreme Court of the United States or any other form of review, have been finally disposed of in a manner that affirms the Final Order or Final Judgment; or

(c) if Settlement Class Counsel and Nissan agree in writing, the “Effective Date” can occur on any other agreed date.

13. “Enhanced Inflation Recovery Program” means the program discussed in Section III.C. of this Agreement.

14. “Excluded Parties” includes (i) Takata Corporation, TK Holdings, Inc., and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and agents; and (ii) other than Nissan, all other automotive manufacturers, including the automotive manufacturers and distributors referenced in the December 9, 2016 Third Amendment to the Coordinated Remedy Order, and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, distributors, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and agents. For the avoidance of any doubt, Excluded Parties shall include all Defendants named in the Action except for Nissan.

15. “Fairness Hearing” means the hearing at which the Court will determine whether to finally approve this Agreement as fair, reasonable, and adequate.

16. “Final Judgment” means the Court’s final judgment, issued after the final approval hearing, as described in Section IX.B. of this Agreement, which is to be consistent with the form attached hereto as Exhibit 4.

17. “Final Order” means the Court’s order approving the Settlement and this Agreement, as described in Section IX.B. of this Agreement, which is to be consistent with the form attached hereto as Exhibit 5.

18. “Inflator” or “Inflators” mean Takata PSAN inflators, which are all airbag inflators for driver or passenger front airbags manufactured and sold by Takata containing

propellant with Phase-Stabilized Ammonium Nitrate (“PSAN”), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

19. “Long Form Notice” means the notice substantially in the form attached hereto as Exhibit 6.

20. “Nissan” means Nissan Motor Co., Ltd., Nissan North America, Inc., and any and all other Nissan subsidiaries or affiliates, past or present.

21. “Nissan Dealers” means past, current or future authorized Nissan and/or Infiniti dealers in the United States and all of its territories and possessions.

22. “Nissan’s Counsel” means E. Paul Cauley, Jr. of Faegre Drinker Biddle & Reath LLP.

23. “Notice Program” means the program and components to disseminate notice to the Class as further discussed in Section IV of this Agreement.

24. “Parties” means the Recycler Plaintiffs, through Settlement Class Counsel and Nissan collectively, and “Party” means one of them.

25. “Preliminary Approval Order” means the order, which, if approved, will be entered by the Court preliminarily approving the Settlement as outlined in Section IX.A. of this Agreement, which order shall be substantially in the form attached hereto as Exhibit 7.

26. “Publication Notice” means the publication notice substantially in the form attached hereto as Exhibit 8.

27. “Rebuilders Automotive Supply, Inc.” or “RAS” means the entity that shall be part of the implementation of the Enhanced Inflator Recovery Program.

28. “Recycler Plaintiffs” means 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; and Young's Auto Center and Salvage, LP.

29. "Release" means the release and waiver set forth in Section VII of this Agreement and in the Final Order and Final Judgment.

30. "Released Parties" or "Released Party" means Nissan and each of its past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including the Nissan Dealers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and subdistributors, repairers, agents, attorneys, insurers, administrators and advisors, and any other person or entity from whom the Plaintiffs purchased a Subject Vehicle or Inflater. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name in this Agreement. Notwithstanding the foregoing, "Released Parties" does not include the Excluded Parties.

31. "Settlement Claims Administrator" means the Court-appointed third-party agent or administrator agreed to by the Parties and appointed by the Court to oversee and administer the Enhanced Inflater Recovery Program. The Parties agree that RAS shall serve as Settlement Claims Administrator, subject to approval by the Court.

32. "Settlement Class Counsel" means, collectively, Podhurst Orseck, P.A. (Court-appointed Chair Lead Counsel); Boies, Schiller & Flexner L.L.P. and Power, Rogers and Smith, P.C. (Court-appointed Co-Lead Counsel for the Economic Loss Track); and Baron & Budd

P.C., Carella Byrne Cecchi Olstein P.C., and Lief Cabraser Heimann & Bernstein, LLP (Court-appointed Plaintiffs' Steering Committee) on behalf of the Plaintiffs in the *Takata* MDL.

33. "Settlement Notice Administrator" means the Court-appointed third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the Publication Notice and consult on Class Notice. The Parties agree that Kroll Notice Media shall serve as Settlement Notice Administrator, subject to approval by the Court.

34. "Subject Vehicles" means those Nissan vehicles listed on Exhibit 9 that contain or contained Takata phase stabilized ammonium nitrate ("PSAN") inflators in their driver or passenger front airbag that (i) have been recalled, or (ii) may be recalled or contain a desiccant and that may be subject to future recall as referenced in the National Highway Traffic Safety Administration's ("NHTSA") Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto, as indicated in Exhibit 10.

35. "Takata" means Takata Corporation, TK Holdings, Inc., Takata AG, and their affiliates and related entities involved in the design, testing, manufacture, sale and distribution of Takata PSAN inflators and inflator modules.

36. "Takata Airbag Inflator Recall(s)" or "Recall(s)" means all past, present, and future recalls as referenced in NHTSA's Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto, related to Takata PSAN inflators, whether desiccated or non-desiccated, in the driver or passenger front airbag in the Subject Vehicles.

B. Other capitalized terms used in this Agreement but not defined in this Section II shall have the meanings ascribed to them elsewhere in this Agreement. Unless the context requires otherwise, references in this Agreement to the singular shall include the plural and references to

the plural shall include the singular.

C. The terms “he or she” and “his or her” include “it” or “its” where applicable.

### **III. SETTLEMENT RELIEF**

A. In consideration for the dismissal of the Action against Nissan with prejudice, as contemplated in this Agreement, and for the full and complete Release, Final Order and Final Judgment provided below, Nissan agrees to provide the following:

B. Payments Made by Nissan

1. Nissan shall, not later than 21 calendar days after the Court issues the preliminary approval order, make a payment not to exceed \$32,000.00 sufficient to pay for all notice and related costs, as directed by the Settlement Notice Administrator. This payment shall take into account any other settling defendants for common expenses and costs, as indicated below. If the Court does not grant final approval to the settlement, Nissan shall be refunded any remaining portion of this initial payment. In any event, if the initial payment exceeds the total notice cost, Nissan shall be refunded the difference.

2. It is expressly understood that should other defendants enter into settlement agreements in the Action, the settlements shall be kept separate. However, any common expenses and costs including but not limited to, costs for Publication Notice and common settlement administration, will be shared by the settling Automotive Defendants on a *per capita* basis.

3. Nissan shall separately pay, on an on-going basis, the costs related to the Enhanced Inflater Recovery Program.

C. Enhanced Inflater Recovery Program

1. Pursuant to the Enhanced Inflater Recovery Program and at Nissan’s direction, the Settlement Claims Administrator shall locate, identify, purchase, recover, and



destroy Inflators (or if instructed by RAS, the airbag modules containing Inflators) in or from Class Members' Subject Vehicles that have been recalled as of the date of this Agreement ("Recalled Inflators"). This Enhanced Inflator Recovery Program does not apply to Inflators that were previously recovered and purchased by Nissan under a separate program administered by the Settlement Claims Administrator. This Enhanced Inflator Recovery Program excludes Inflators that have not been recalled as of the date of this Agreement.

2. If the Recalled Inflators in Class Members' Subject Vehicles have deployed or are missing, the Settlement Claims Administrator shall, to the extent reasonably practicable, locate and identify such Recalled Inflators and request the Class Member submit specified geotagged pictures and documentation, as per RAS's requirements, for verification of such deployed or missing Inflators for which the Class Members were not previously compensated by Nissan under a separate program administered by the Settlement Claims Administrator.

3. A website for the Enhanced Inflator Recovery Program shall be created ("Settlement Website") and overseen by the Settlement Claims Administrator which, to the extent reasonably practicable, will (i) make available to Class Members information applicable to Subject Vehicles; (ii) allow Class Members to upload batches of VINs for batch processing and comparison to a list of VINs maintained by the Settlement Claims Administrator to determine which, if any, Inflators are subject to purchase under the Enhanced Inflator Recovery Program; (iii) direct Class Members to submit claims under the Enhanced Inflator Recovery Program for the purchase of Inflators in Subject Vehicles that have been recalled as of the date of this Agreement or payment for deployed or missing Inflators in Subject Vehicles that have been recalled as of the date of this Agreement; and (iv) allow Class Members to submit claims under the Enhanced

Inflator Recovery Program as of and after Effective Date until the conclusion of the two year Enhanced Inflator Recovery Program.

4. For implementation of the Enhanced Inflator Recovery Program for recovered Recalled Inflators (and for recovery of undeployed Recalled Inflators, the airbag module containing the Recalled Inflator), Nissan, through the Settlement Claims Administrator, shall during the Claims Period pay to the eligible Class Member a total of \$69.00 for a passenger side airbag module containing a Recalled Inflator and \$63.25 for a driver side airbag module containing a Recalled Inflator, both of which are 15% more per recovered airbag module containing a Takata Inflator than it currently, as of the Effective Date of this Agreement (unless implemented earlier), pays under its existing, separate program to recover Takata inflators that is administered by RAS. For avoidance of doubt, during the Claims Period, the payment described in this paragraph is in lieu of Nissan's existing, separate program through RAS to recover Takata Inflators. Further, the Enhanced Inflator Recovery Program does not apply to any Inflator for which the Class Member was previously compensated under Nissan's existing separate program through RAS to recover Takata Inflators.

5. For implementation of the Enhanced Inflator Recovery Program for deployed or missing Recalled Inflators, Nissan, through the Settlement Claims Administrator, shall during the claim period pay to the eligible Class Member a total of \$17.25 per Recalled Inflator, which is 15% more per deployed or missing Inflator than Nissan currently, as of the date this Agreement is executed, unless implemented earlier, pays for deployed or missing Inflators under its existing, separate program to recover Takata Inflators that is administered by RAS. For avoidance of doubt, during the Claims Period, the payment described in this paragraph is in lieu of Nissan's existing, separate program through RAS to recover Takata Inflators. Further, the

Enhanced Inflator Recovery Program does not apply to any inflator for which the Class Member was previously compensated under Nissan's existing separate program through RAS to recover Takata Inflators.

6. The Settlement Claims Administrator shall coordinate with, notify, and provide monthly updates to Nissan regarding the results of the implementation of the Enhanced Inflator Recovery Program. Nissan's Counsel shall provide quarterly updates to Settlement Class Counsel of the results of the Enhanced Inflator Recovery Program, but not more often than quarterly.

7. Nissan shall enter into a written, legally enforceable agreement with RAS (the "RAS Inflator Recovery Program Agreement") that memorializes the terms of the Enhanced Inflator Recovery Program as described in Sections III.C.1-6 above. Nissan shall have a continuing obligation until the termination of the Enhanced Inflator Recovery Program to periodically monitor RAS's compliance with the terms of the RAS Inflator Recovery Program Agreement. If Nissan determines that RAS has breached the agreement, Nissan shall take necessary and reasonable steps to enforce the terms of the RAS Inflator Recovery Program Agreement. Nissan will provide Settlement Class Counsel with a copy of the agreement within a week of its execution and Settlement Class Counsel shall keep this agreement confidential.

8. The Enhanced Inflator Recovery Program shall run for a total of two (2) years, measured from the date of implementation.

9. Nissan, at its sole discretion, may implement the Enhanced Inflator Recovery Program prior to the occurrence of the Effective Date.

10. To the extent practicable for the provisions of this subsection, the duties of the Settlement Claims Administrator are to receive, review, and process the claims submitted to

the Enhanced Inflater Recovery Program by Class Members (“Claims”) to determine whether Claims satisfy the criteria for payment from the Enhanced Inflater Recovery Program specified in this Agreement. For validated Claims, the Settlement Claims Administrator shall request funding from Nissan for payment to the eligible Class Members for the validated Claims for the Subject Vehicles. For deficient Claims, the Settlement Claims Administrator shall provide a notice of deficiency to the Class Members describing the deficiency(ies) and providing the Class Member with a forty-five (45) days, measured from the date of the notice of deficiency, to cure the defect to make the Claims eligible for payment. If the Claims are not cured within that time, the Claims shall be denied. The Settlement Claims Administrator shall have the authority to determine whether the Claims are complete, timely, and valid/deficient/invalid in accordance with this Agreement and its decision shall be final and not appealable. The Settlement Claims Administrator shall provide periodic reports to counsel for Nissan and Settlement Class Counsel, but not more often than quarterly.

#### **IV. NOTICE TO THE CLASS**

##### **A. Components of Class Notice**

1. Class Notice will be accomplished through a combination of the Direct Mailed Notices, Publication Notice, notice through the Settlement Website, a Long Form Notice, and other applicable notice, each of which is described below, as specified in the Preliminary Approval Order, the Declaration of the proposed Settlement Notice Administrator and the Notice Plan (attached hereto as Exhibit 11). This notice is intended to comply with all applicable laws, including but not limited to, Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule.

B. Publication Notice

The Settlement Notice Administrator shall cause the publication of the Publication Notice as described in the Declaration of the proposed Settlement Notice Administrator and in such additional newspapers, magazines and/or other media outlets as shall be agreed upon by the Parties. The form of Publication Notice agreed upon by the Parties is in the form substantially similar to the one attached to the Agreement as Exhibit 8.

C. Website

The Settlement Notice Administrator shall establish a Settlement Website that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court. The Settlement Website will contain a section with Frequently Asked Questions.

D. Direct Mailed Notice

The Settlement Notice Administrator shall send the Direct Mailed Notice, substantially in the form attached hereto as Exhibit 2, by U.S. Mail, proper postage prepaid, to Class Members, whose addresses shall be obtained through the use of reasonable efforts. The Direct Mailed Notice shall inform potential Class Members on how to obtain the Long Form Notice from the Settlement website, through regular mail or from a toll-free telephone number. In addition, the Settlement Notice Administrator shall: (a) re-mail any Direct Mailed Notices returned by the United States Postal Service with a forwarding address; (b) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses and promptly mail copies of the

applicable notice to any better addresses so found. The Direct Mailed Notice shall also be available on the Settlement Website.

E. Long Form Notice

The Long Form Notice shall be in a form substantially similar to the document attached to this Agreement as Exhibit 6, and shall advise Class Members of the following:

1. General Terms: The Long Form Notice shall contain a plain and concise description of the nature of the Actions, the history of the litigation, the preliminary certification of the Class for settlement purposes, and the proposed Settlement, including information on the identity of Class Members, how the proposed Settlement would provide relief to Class Members, what claims are released under the proposed Settlement and other relevant terms and conditions.

2. Opt-Out Rights: The Long Form Notice shall inform Class Members that they have the right to opt out of the Settlement.

3. Objection to Settlement: The Long Form Notice shall inform Class Members of their right to object to the proposed Settlement and appear at the Fairness Hearing. The Direct Mailed Notice shall provide the deadlines and procedures for exercising these rights.

4. Fees and Expenses: The Long Form Notice shall inform Class Members about the amounts that may be sought by Settlement Class Counsel as Attorneys' Fees and Expenses and individual awards to the Plaintiffs and shall explain that such fees and expenses – as awarded by the Court.

F. Toll-Free Telephone Number

The Settlement Notice Administrator shall establish a toll-free telephone number that will provide settlement-related information to Class Members using an Interactive Voice Response system, with an option to speak with live operators.

G. Class Action Fairness Act Notice

The Settlement Notice Administrator shall send to each appropriate State and Federal official the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms.

H. Duties of the Settlement Notice Administrator

1. The Settlement Notice Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Direct Mailed Notices; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any Direct Mailed Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Agreement; (e) responding to requests for Direct Mailed Notice; (f) receiving and maintaining any Class Member correspondence regarding requests for exclusion and/or objections to the Settlement; (g) forwarding written inquiries to Settlement Class Counsel or their designee for a response, if warranted; (h) establishing a post office box for the receipt of any correspondence; (i) responding to requests from Settlement Class Counsel and/or Nissan's Counsel; (j) establishing a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Actions and the Settlement; and (k) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement.

2. The Settlement Notice Administrator shall be responsible for arranging for the publication of the Publication Notice, establishing internet banner notifications and for otherwise implementing the notice program. The Settlement Notice Administrator shall coordinate its activities to minimize costs in effectuating the terms of this Agreement.

3. The Parties, through their respective counsel, may agree to remove and replace the Settlement Notice Administrator, subject to Court approval. Disputes regarding the



retention or dismissal of the Settlement Notice Administrator shall be referred to the Court for resolution.

4. The Settlement Notice Administrator may retain one or more persons to assist in the completion of its responsibilities.

5. Not later than 21 days before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court (a) a list of those Class Members that have opted out or excluded themselves from the Settlement; and (b) a declaration confirming that the Notice Program has been implemented pursuant to its terms, including the details outlining the scope, method and results of the Notice Program.

6. The Settlement Notice Administrator and the Parties, through their respective counsel, shall promptly, after receipt, provide copies of any requests for exclusion, objections, and/or related correspondence to each other.

I. Self-Identification

Persons or entities who or which believe that they are Class Members may contact Settlement Class Counsel or the Settlement Notice Administrator and provide necessary documentation establishing that they are, in fact, Class Members and indicating that they wish to be eligible for the relief provided in this Agreement.

V. **REQUESTS FOR EXCLUSION**

A. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Settlement Notice Administrator at the address provided in the Long Form Notice, postmarked on or before a date ordered by the Court specifying that he or she wants to be excluded and otherwise complying with the terms stated in the Long Form Notice and Preliminary Approval Order. The Settlement Notice Administrator shall forward copies of any

written requests for exclusion to Settlement Class Counsel and Nissan's Counsel. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VI.

B. Any potential Class Member who does not file a timely written request for exclusion as provided in this Section V shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Order and Final Judgment in the Actions, even if he or she has litigation pending or subsequently initiates litigation against Nissan or the Released Parties asserting the claims released in Section VII of the Agreement.

## **VI. OBJECTIONS TO SETTLEMENT**

A. Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of costs and expenses must deliver to Settlement Class Counsel identified in the Class Notice and to Nissan's Counsel, and file with the Court, on or before a date ordered by the Court in the Preliminary Approval Order a written statement of his or her objections. The written objection of any Class Member must include: (a) a heading which refers to the *Takata* MDL; (b) the objector's full name, telephone number, and address (the objector's actual residential address must be included); (c) an explanation of the basis upon which the objector claims to be a Class Member, including at least one VIN of the objector's Subject Vehicle(s); (d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel; (e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (f) if represented by counsel, the full name, telephone number, and

address of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (g) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case; (h) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity; (i) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel; (j) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (k) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and (l) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient). Any documents supporting the objection must also be attached to the objection.

B. Any Class Member who files and serves a written objection, as described in the preceding Section VI.A, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of attorneys' costs and expenses. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to one of Settlement Class Counsel identified in the Class Notice and to Nissan's Counsel, and file the notice with the Court, on or before a date ordered by the Court.

C. Any Class Member who fails to comply with the provisions of Sections VI.A and

VI.B above shall waive any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and the Final Judgment in the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of this Section VI. Without limiting the foregoing, any challenge to the Settlement, Final Approval Order or Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

D. Any Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement is approved, as long as the objecting Class Member complies with all requirements of this Agreement applicable to Class Members.

**VII. RELEASE AND WAIVER**

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.

B. In consideration for the relief provided above, the Recycler Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind and/or type regarding the subject matter of the Actions and/or the subject Inflatons, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert and/or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether

based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, and/or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common law, statutory, and/or equitable relief theories, or from any other source, and any claim or potential claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles' Takata airbags, either desiccated or non-desiccated and whether or not recalled, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged or described in the Actions or any amendments of the Actions.

C. If a Class Member who does not timely and properly opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

D. Notwithstanding the Release set forth in this Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN

inflator.

E. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of this Agreement.

F. The Final Order and Final Judgment will reflect these terms.

G. The Recycler Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, instigate, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, claim and/or proceeding, whether legal, administrative or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.

H. In connection with this Agreement, the Recycler Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Settlement Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, acquit and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, and the Subject Vehicles, except as otherwise stated in this Agreement.

I. The Recycler Plaintiffs expressly understand and acknowledge, and all Plaintiffs

and Class Members will be deemed by the Final Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Recycler Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

J. The Recycler Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. The Recycler Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that the Recycler Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting Claims to the Enhanced Inflation Recovery Program shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class



Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

K. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements of any kind and nature incurred by any attorneys, Settlement Class Counsel, or the Recycler Plaintiffs.

L. Settlement Class Counsel and any other attorneys who worked with or on behalf of Settlement Class Counsel on any of the Actions acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. Pending final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties agree that any and all outstanding obligations and deadlines relating to pleadings, discovery, and any other pretrial requirements are hereby stayed and suspended as to Nissan. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Nissan.

N. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

O. The Recycler Plaintiffs and Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term

of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

**VIII. ATTORNEYS COSTS AND EXPENSES**

A. The Parties did not begin to negotiate Attorneys' Fees and Expenses, if any, until after agreeing to the principal terms set forth in this Settlement Agreement. After agreeing to the principal terms set forth in this Settlement Agreement, Settlement Class Counsel and Nissan's Counsel negotiated the amount of expenses that, separate and apart from the consideration for this settlement, following application to the Court and subject to Court approval, would be paid by Nissan as the costs and expense reimbursement to Settlement Class Counsel.

B. As a result of these negotiations, Settlement Class Counsel agrees not to seek any attorneys' fees relating to the resolution of the Actions.

C. Settlement Class Counsel further agrees to limit any petition for an award of attorneys' expenses in the Actions not to exceed \$26,867.23 in costs and expenses.

D. This award of costs and expenses shall be the sole compensation paid by Nissan for all plaintiffs' counsel in the Actions. Any such award made by the Court shall be paid by Nissan within 30 days of the Effective Date.

E. Any order or proceedings relating to the attorneys' costs and expenses application, or any appeal from any order related thereto, or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date.

F. The attorneys' expenses paid by Nissan as provided for in this Agreement shall be allocated by Settlement Class Counsel among other plaintiffs' counsel in a manner that Settlement Class Counsel in good faith believe reflects the contributions of all plaintiffs' counsel to the

prosecution and settlement of the claims against Nissan in the Actions.

G. Nissan shall not be liable for, or obligated to pay, any attorneys' fees, expenses, costs, or disbursements, either directly or indirectly, in connection with the Actions or the Agreement, other than as set forth in this Section VIII.

H. The amount(s) of any attorneys' expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' expenses awarded by the Court to Settlement Class Counsel shall affect whether the Final Order and Final Judgment are final.

I. Pursuant to case law, Recycler Plaintiffs are not seeking any incentive awards relating to the resolution of the Actions.

**IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS**

A. The Parties shall seek from the Court, within 14 days after the execution of this Agreement, a Preliminary Approval Order in a form substantially similar to Exhibit 7. The Preliminary Approval Order shall, among other things:

1. Preliminarily certify the Class for settlement purposes only, approve the Recycler Plaintiffs as class representatives, and appoint Settlement Class Counsel as counsel for the class, pursuant to Fed. R. Civ. P. 23;
2. Preliminarily approve the Settlement;
3. Preliminarily approve Kroll Notice Media as the Settlement Notice Administrator;
4. Preliminarily approve RAS as the Settlement Claims Administrator;

5. Approved the proposed Class Notices, the Notice Program, and direct the implementation of the Notice Program in accordance with the Agreement;
6. Schedule a date and time for a Fairness Hearing to determine whether the Settlement should be finally approved by the Court;
7. Require Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Agreement and Long Form Notice and that a failure to do so shall bind those Class Members who remain in the Class;
8. Require Class Members who wish to object to this Agreement to submit an appropriate and timely written objection as directed in this Agreement and Long Form Notice;
9. Require Class Members who wish to appear to at the Fairness Hearing to submit an appropriate and timely written statement as directed in the Agreement and Long Form Notice;
10. Require attorneys representing Class Members who wish to object to this Agreement to file a notice of appearance as directed in this Agreement and Long Form Notice;
11. Reserved;
12. Issue a preliminary injunction enjoining potential Class Members, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, from instituting or prosecuting any action or proceeding that may be released pursuant to this Settlement, including those Class Members seeking to opt out, pending the Court's determination of whether the Settlement should be given final approval, except for proceedings in this Court to determine whether the Settlement will be given final approval; and
13. Issue other related orders to effectuate the preliminary approval of the Agreement.

B. After the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order and Final Judgment in the forms consistent with Exhibits 5 and 4, respectively. The Final Order and Final Judgment shall, among other things:

1. Find that the Court has personal jurisdiction over all Recycler Plaintiffs and Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Actions, and that venue is proper;

2. Finally approve the Agreement and Settlement, pursuant to Fed. R. Civ. P. 23;

3. Finally certify the Class for settlement purposes only;

4. Find that the notice and the notice dissemination methodology complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;

5. Dismiss all claims made by the Recycler Plaintiffs against Nissan in the Actions with prejudice and without costs and fees (except as provided for herein as to costs and expenses);

6. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Order and Final Judgment;

7. Issue a permanent injunction, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, against Class Members instituting or prosecuting any claims released pursuant to this Settlement;

8. Authorize the Parties to implement the terms of the Agreement;

9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Order and Final Judgment, and for any other necessary purpose; and

10. Issue related orders to effectuate the final approval of the Agreement and its implementation.

**X. MODIFICATION OR TERMINATION OF THIS AGREEMENT**

A. The terms and provisions of this Agreement may be amended or modified only by written agreement of the Parties, through their respective counsel, and approval of the Court; provided, however, that after entry of the Final Order and Final Judgment, the Parties, through their respective counsel, may by written agreement effect such amendments and/or modifications of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Class Members under this Agreement.

B. This Agreement shall terminate at the discretion of either Nissan or the Recycler Plaintiffs, through Settlement Class Counsel, if: (1) the Court, or any appellate court, rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement that results in a substantial modification to a material term of the proposed Settlement, including, without limitation, the amount and terms of relief, the obligations of the Parties, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release; or (2) the Court, or any appellate court, does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Order and Final Judgment, or any of the Court's findings of fact or conclusions of law, that results in a substantial modification to a material term of the proposed Settlement. The terminating Party must exercise the option to withdraw from

and terminate this Agreement, as provided in this Section X, by a signed writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination. The Parties will be returned to their positions *status quo ante*.

1. Nissan shall have the right, but not the obligation, to terminate this Agreement if the total number of timely and valid requests for exclusion exceeds 1% of putative Class Members to whom Direct Mailed Notice is sent.

C. If an option to withdraw from and terminate this Agreement arises under Section X.B above, neither Nissan nor the Recycler Plaintiffs are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

D. If, but only if, this Agreement is terminated pursuant to Section X.B, above, then:

1. This Agreement shall be null and void and shall have no force or effect, and no Party to this Agreement shall be bound by any of its terms, except for the terms of Section X.D herein;

2. The Parties will petition the Court to have any stay orders entered pursuant to this Agreement lifted;

3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Nissan, the Recycler Plaintiffs or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

4. The Recycler Plaintiffs and all other Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors,



expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in the Actions including, without limitation, any argument concerning class certification, and treble or other damages;

5. Nissan and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, arguments in support of, and substantive and procedural rights as to all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability or damages;

6. Neither this Agreement, the fact of its having been made, nor the negotiations leading to it, nor any information or materials exchanged in connection with this Agreement, or discovery or action taken by any Party or its counsel pursuant to this Agreement shall be admissible or entered into evidence for any purpose whatsoever;

7. Any settlement-related order or judgment entered in this Action after the date of execution of this Agreement shall be deemed vacated and shall be without any force or effect;

8. All costs incurred in connection with the Settlement, including, but not limited to, notice, publication, and customer communications, shall be paid and all remaining funds shall revert back to Nissan as soon as practicable. Neither the Recycler Plaintiffs nor Settlement Class Counsel shall be responsible for any of these costs or other settlement-related costs; and

9. Attorneys' Fees and Expenses, if any, previously paid to Settlement Class Counsel shall be returned to Nissan within 14 calendar days of termination of the Agreement.

**XI. GENERAL MATTERS AND RESERVATIONS**

A. Nissan has denied and continues to deny each and all of the claims and contentions alleged in the Actions, and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act or omission that was alleged, or that could have been alleged, in the Actions. Nissan believes that it has valid and complete defenses to the claims against it in the Actions. Without in any way limiting the scope of this denial, Nissan denies that it committed any wrongdoing with respect to the issues that are the subject of the Takata Airbag Inflator Recalls. Nonetheless, Nissan has concluded that it is desirable that the Actions be fully and finally settled in the matter upon the terms and conditions set forth in this Agreement.

B. The obligation of the Parties to conclude the proposed Settlement is and shall be contingent upon each of the following:

1. Entry by the Court of a final order and final judgment identical to, or with the same material terms as, the Final Order and Final Judgment approving the Settlement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and
2. Any other conditions stated in this Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent Nissan from disclosing such information, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys, or as otherwise required by law. Nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure should be made in order to effectuate the terms and conditions

of this Agreement.

D. The Recycler Plaintiffs and Settlement Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither the Recycler Plaintiffs nor their counsel may disclose it to third parties (other than experts or consultants retained in connection with the Actions), nor may they disclose any quotes or excerpts from, or summaries of, such information, whether the source is identified or not; that it not be the subject of public comment; that it not be used by the Recycler Plaintiffs or Settlement Class Counsel or other counsel representing plaintiffs in the Actions in any way in this litigation or any other litigation or otherwise should the Settlement not be achieved, and that it is to be returned if a Settlement is not concluded; provided, however, that nothing contained herein shall prohibit the Recycler Plaintiffs from seeking such information through formal discovery if appropriate and not previously requested through formal discovery or from referring to the existence of such information in connection with the Settlement of the Actions.

E. Information provided by Nissan includes trade secrets and highly confidential and proprietary business information and shall be deemed “Highly Confidential” pursuant to the Confidentiality Order entered in the MDL and any other confidentiality or protective orders that have been entered in the Actions or other agreements, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Nissan’s request, be promptly returned to Nissan’s Counsel, and there shall be no implied or express waiver of any privileges, rights and defenses.

F. Within 90 days after the Effective Date (unless the time is extended by agreement of the Parties), all “Confidential” and “Highly Confidential” documents and materials (and all copies of such documents in whatever form made or maintained, including documents referring to

such documents) produced during the settlement process by Nissan or Nissan's Counsel to Settlement Class Counsel shall be returned to Nissan's Counsel. Alternatively, Settlement Class Counsel shall certify to Nissan's Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained including documents referring to such documents) produced by Nissan or Nissan's Counsel have been destroyed, provided, however, that this Section XI.F shall not apply to any documents made part of the record in connection with a Claim, nor to any documents made part of a Court filing, nor to Settlement Class Counsel's work product (as to which the confidentiality provisions above shall continue to apply). Nothing in this Agreement shall affect or alter the terms of the MDL Confidentiality Order or any other applicable confidentiality agreement, which shall govern the documents produced in the Actions.

G. Nissan's execution of this Agreement shall not be construed to release – and Nissan expressly does not intend to release – any claim Nissan may have or make against any insurer or other party for any cost or expense incurred in connection with this Action and/or Settlement, including, without limitation, for attorneys' fees and costs.

H. Settlement Class Counsel represent that: (1) they are authorized by the Recycler Plaintiffs to enter into this Agreement with respect to the claims in these Actions; and (2) they are seeking to protect the interests of the Class.

I. Settlement Class Counsel further represent that the Recycler Plaintiffs: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Actions, including the Amended Complaint, or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Settlement Class

Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Settlement Class Counsel and have agreed to its terms; (6) have consulted with Settlement Class Counsel about the Actions and this Agreement and the obligations imposed on representatives of the Class; (7) have a good faith belief that this Settlement and its terms are fair, adequate, reasonable and in the best interests of the Class; (8) have authorized Settlement Class Counsel to execute this Agreement on their behalf; and (9) shall remain and serve as representatives of the Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that the Recycler Plaintiffs cannot represent the Class.

J. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

K. Nissan represents and warrants that the individuals executing this Agreement are authorized to enter into this Agreement on the behalf of Nissan.

L. This Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Settlement Class Counsel and Nissan's Counsel on behalf of Nissan. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed or referenced in this Agreement exist among or

between them, and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge. This Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement. Each Party represents that he or she is not relying on any representation or matter not included in this Agreement.

M. This Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of Florida notwithstanding its conflict of laws provisions.

N. Any disagreement and/or action to enforce this Agreement shall be commenced and maintained only in the United States District Court for the Southern District of Florida that oversees the *Takata* MDL.

O. Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

1. If to Nissan, then to:

E. Paul Cauley, Jr.  
Faegre Drinker Biddle & Reath LLP  
1717 Main St., Suite 5400  
Dallas, Texas 75201  
Tel: (469) 357-2503  
E-mail: paul.cauley@faegredrinker.com

2. If to the Recycler Plaintiffs, then to:

Peter Prieto  
Podhurst Orseck, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com

P. All time periods set forth herein shall be computed in calendar days unless

otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section XI “Federal Holiday” includes New Year’s Day, Birthday of Martin Luther King, Jr., Presidents’ Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot’s Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States or the Clerk of the United States District Court for the Southern District of Florida.

Q. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

R. The Class, the Recycler Plaintiffs, Settlement Class Counsel, Nissan, or Nissan’s Counsel shall not be deemed to be the drafter of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Agreement was drafted by counsel for the Parties during extensive arm’s-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

S. The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence,



constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, the Recycler Plaintiffs, or the Class or as a waiver by the Released Parties, the Recycler Plaintiffs or the Class of any applicable privileges, claims or defenses.

T. The Recycler Plaintiffs expressly affirm that the allegations as to Nissan contained in the Second Amended Class Action Complaint were made in good faith but consider it desirable for the Actions to be settled and dismissed as to Nissan because of the substantial benefits that the Settlement will provide to Class Members.

U. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Agreement.

V. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.

W. If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice


of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

X. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the proposed Settlement.

Y. This Agreement may be signed with an email or other electronic means for a signature and in counterparts by each Party, each of which shall constitute a duplicate original, all of which taken together shall constitute one and the same instrument.

Z. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision if Nissan, and Settlement Class Counsel, on behalf of the Recycler Plaintiffs and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

On Behalf of the Recycler Plaintiff Class:

BY:   
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Chair Lead Counsel

Dated: 12/21/22

BY: \_\_\_\_\_  
David Boies

Dated: \_\_\_\_\_

of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

X. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the proposed Settlement.

Y. This Agreement may be signed with an email or other electronic means for a signature and in counterparts by each Party, each of which shall constitute a duplicate original, all of which taken together shall constitute one and the same instrument.

Z. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision if Nissan, and Settlement Class Counsel, on behalf of the Recycler Plaintiffs and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

On Behalf of the Recycler Plaintiff Class:

BY: \_\_\_\_\_  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Chair Lead Counsel

Dated: \_\_\_\_\_

BY: *David Boies*  
\_\_\_\_\_

Dated: \_\_\_\_\_

BOIES, SCHILLER & FLEXNER, L.L.P.  
599 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Co-Lead Counsel for the Economic Loss Track

BY: Todd A. Smith Dated: 12/20/2022

Todd A. Smith  
SMITH LACIEN LLP  
70 West Madison Street, Suite 5770  
Chicago, IL 60602  
Tel: (312) 509-8900  
Email: tsmith@smithlacen.com  
Co-Lead Counsel for the Economic Loss Track

BY: CBM Dated: 12-20-2022

Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee


BY: \_\_\_\_\_ Dated: \_\_\_\_\_

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY:  \_\_\_\_\_ Dated: 12/8/22 \_\_\_\_\_  
Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

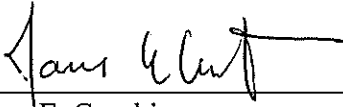
BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY:  \_\_\_\_\_ Dated: Dec 8, 2022 \_\_\_\_\_

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee



BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee


BY: \_\_\_\_\_ Dated: \_\_\_\_\_

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

BY:  \_\_\_\_\_ Dated:  \_\_\_\_\_

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

On Behalf of Nissan:

BY:   
\_\_\_\_\_  
Selim Hammoud  
Nissan North America, Inc.  
Director, Product Safety  
Selim.hammoud@nissan-usa.com

Dated: 12/14/2022

BY:   
\_\_\_\_\_  
E. Paul Cauley, Jr.  
Faegre Drinker Biddle & Reath LLP  
1717 Main Street, Suite 5400  
Dallas, Texas 75201  
Tel: (469) 357-2503  
Email: paul.cauley@faegredrinker.com

Dated: 12/23/22

# **EXHIBIT 1**

**List of Actions Against Nissan Transferred to MDL 2599**

<b>Case No.</b>	<b>Plaintiff(s)</b>	<b>Filed In</b>
3:16-CV-00128	Butler Auto Recycling, Inc., individually and on behalf of all others similarly situated v. Takata Corporation, et al.	USDC Northern District of Florida, Pensacola Division
6:16-CV-00013	Cunningham Brothers Auto Parts, LLC, individually and on behalf of all others similarly situated v. Takata Corporation, et al.	USDC Western District of Virginia, Roanoke Division
3:16-CV-00135	TripleD Corporation d/b/a/ Knox Auto Parts, individually and on behalf of all others similarly situated v. Takata Corporation, et al.	USDC Eastern District of Tennessee, Knoxville Division
4:16-CV-00147	Midway Auto Parts LLC, individually and on behalf of all others similarly situated v. Takata Corporation, et al.	USDC Western District of Missouri, Western Division
4:16-CV-00147	Snyder's Ltd., individually and on behalf of all others similarly situated v. Takata Corporation, et al.	USDC Western District of Missouri, Western Division
3:18-cv-00021-CDL	Road Tested Parts, Inc., d/b/a Weaverparts.com, individually and on behalf of all others similarly situated vs. Honda Motor Co., Ltd., et al.	USDC Middle District of Georgia, Athens Division

## **EXHIBIT 2**

**Direct Mail Notice to Class Members**

**Front:**

Settlement Notice Administrator in  
In re Takata Airbag Products Liability  
Litigation (Automobile Salvage/Recyclers  
Actions), (S.D. Fla.)[Address]  
[City, State ZIP Code]

[Name]  
[Address]  
[City, State ZIP Code]

**Important Legal Notice from the United States District Court for the Southern District of Florida.** This is a notice of a proposed class action settlement.

**Back:**

**All persons and entities that purchased a Subject Vehicle containing a Takata Inflator, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts may be entitled to a payment from a class action settlement.**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

A Settlement has been reached in a class action lawsuit alleging that Toyota[, include other OEMs that join in the settlement (global edit)] manufactured and sold vehicles that contained allegedly defective airbags made by Takata Corporation and its affiliates (“Takata”). Toyota denies the allegations in the lawsuit, and the Court has not decided who is right. **The purpose of this notice is to inform you of the class action and the proposed settlement so that you may decide what to do.**

**Who’s Included? Records indicate that you may be a Class Member.** The Settlement offers potential payments to Automotive Salvage and/or Recyclers in the United States that purchased a Subject Vehicle containing a Takata Inflator. A complete list of Subject Vehicles included in the Settlement is posted on the [www.\[WEBSITE\].com](http://www.[WEBSITE].com) Settlement Website. This Settlement does not involve claims of personal injury or property damage arising from an incident involving a Subject Vehicle.

**What Are the Settlement Terms?** The Settlement offers an Enhanced Inflator Recovery Program, which shall run for two years. Under the programs, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy Inflators in Subject Vehicles that have been recalled as of [DATE]. Those Defendants that had existing programs regarding recovered and/or deployed or missing inflators will pay to the eligible Class Member 15% more per recovered and/or deployed or missing Inflator than they pay under their existing program(s). Those Defendants that did not have existing programs regarding recovered and/or deployed or missing inflators are implementing such programs. These additional payments do not apply to Inflators for which Toyota [and other OEMs] has already made a payment or to any payments made after the two-year Enhanced Inflator Recovery Program. More information about the benefits of the Settlements is available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**How can I participate in the Enhanced Inflater Recovery Program?** You may submit a Claim to participate in the Enhanced Inflater Recovery Program. Instructions to submit a claim can be found in the Claim Form at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**What are my options?** You are not required to do anything in response to this notice unless you wish to exclude yourself from the settlements or file an objection. If you do not exclude yourself, then if the court approves the settlements, you may recover any benefits to which you may be entitled under the settlements, and you will be legally bound by the settlement terms including the release of claims. The potential available benefits are more fully described in the Settlements, available at the settlement website. If you want to exclude yourself from the settlements, and not receive any benefits to which you may be eligible, then you exclude yourself by **Month DD, 2022**. You may object to the Settlements by **Month DD, 2022**. You cannot both exclude yourself from and object to the Settlements. The deadlines and procedures for requesting exclusion from the settlement or filing an objection are also explained on the settlement website.

**Fairness Hearing.** The Court will hold a fairness hearing on **Month DD, 2022** to consider whether to grant final approval of the Settlements and a request for \$214,937.78 in attorneys' costs and expenses for the settlements with Toyota[include other OEMs]. Plaintiffs' counsel are not seeking any attorneys' fees or for class representative awards associated with the settlement of this action. You may appear at the fairness hearing, either by yourself or through an attorney you hired, but you don't have to hire an attorney because class counsel will be there to represent your and settlement class's interests. For more information, including the Settlement benefits, eligibility, release of claims, and applicable deadlines and procedures to request exclusion, object, or file a claim, in English or Spanish, call or visit the website below.

1-8XX-XXX-XXXX

[www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com)



# **EXHIBIT 3**

**UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**  
1200 New Jersey Avenue SE  
Washington D.C. 20590

---

**In re:** )  
 )  
Docket No. NHTSA-2015-0055 )  
Coordinated Remedy Program Proceeding )  
 )  
 )  

---

**THIRD AMENDMENT TO THE COORDINATED REMEDY ORDER**

This Amendment to the Coordinated Remedy Order (“Amendment”) is issued by the Administrator of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation. Pursuant to NHTSA’s authority under the National Traffic and Motor Vehicle Safety Act of 1966, as amended and recodified (the “Safety Act”), 49 U.S.C. § 30101, *et seq.*, and specifically, 49 U.S.C. §§ 30118-30120, 30120(a)(1), 30120(c)(2)-(3), 30166(b), 30166(c), 30166(e), 30166(g)(1), and 49 CFR §§ 573.6, 573.14, this Amendment modifies the Coordinated Remedy Order issued on November 3, 2015 (“CRO”) to add newly affected vehicle manufacturers<sup>1</sup> (the “Expansion Vehicle Manufacturers”) to the Coordinated Remedy Program and to set forth additional requirements and obligations of the affected vehicle manufacturers (the “Affected Vehicle Manufacturers”)<sup>2</sup> and TK Holdings,

---

<sup>1</sup> Including Ferrari North America, Inc. (“Ferrari”), Jaguar Land Rover North America, LLC (“Jaguar-Land Rover”), McLaren Automotive, Ltd. (“McLaren”), Mercedes-Benz US, LCC (“Mercedes-Benz”), Tesla Motors, Inc. (“Tesla”), Volkswagen Group of America, Inc. (“Volkswagen”), and, per Memorandum of Understanding dated September 16, 2016, Karma Automotive on behalf of certain Fisker vehicles (“Karma”).

<sup>2</sup> Including, in addition to the Expansion Vehicle Manufacturers, the previously included companies, or “Original Affected Manufacturers”: BMW of North America, LLC (“BMW”), FCA US, LLC (“FCA”) (formerly Chrysler), Daimler Trucks North America, LLC (“Daimler Trucks”), Daimler Vans USA, LLC (“Daimler Vans”), Ford Motor Company (“Ford”), General Motors, LLC (“GM”), American Honda Motor Company (“Honda”), Mazda North American Operations (“Mazda”), Mitsubishi Motors North America, Inc. (“Mitsubishi”), Nissan North

Inc., (“Takata”) in connection with the recall and remedy of certain types of Takata air bag inflators. The CRO, including all facts, findings, terms, and prior amendments<sup>3</sup>, is hereby incorporated by reference as if fully set forth herein.

## **I. NATURE OF THE MATTER AND FINDINGS.**

1. On November 3, 2015, upon the conclusion of the Coordinated Remedy Program Proceeding and closing of public Docket Number NHTSA-2015-0055 (addressing the recalls of certain Takata air bag inflators), NHTSA issued a Consent Order to Takata on November 3, 2015 (“November 2015 Consent Order”) and the CRO. *See Coordinated Remedy Order with Annex A*, 80 FED. REG. 70866 (Nov. 16, 2015).

2. Since that time, NHTSA has continued its investigation into the Takata air bag inflator ruptures (EA15-001) and has been implementing and overseeing the Coordinated Remedy Program. As part of the ongoing investigation NHTSA has, among other things, received briefings from three independent research organizations,<sup>4</sup> each of which had undertaken scientific evaluations of Takata’s frontal air bag inflators containing non-desiccated phase-stabilized ammonium nitrate (“PSAN”). *See Amendment to November 3, 2015 Consent Order, EA15-001 Air Bag Inflator Rupture (May 4, 2016) (“Amended Consent Order”)*. NHTSA staff evaluated the research and also consulted with the Agency’s independent expert on the various researchers’ findings. *See id.* (including Expert Report of Harold R. Blomquist, Ph.D. as Exhibit A). Based upon the scientific analyses and data obtained from the researchers

---

America, Inc. (“Nissan”), Subaru of America, Inc. (“Subaru”), and Toyota Motor Engineering and Manufacturing (“Toyota”).

<sup>3</sup> Amendments were issued granting extensions of time to BMW on March 15, 2016, and to GM, Daimler Vans, and Ford on September 29, 2016. These amendments are publicly available at: <http://www.safercar.gov/rs/takata/takata-docs.html>.

<sup>4</sup> Exponent, Inc., Fraunhofer ICT, and Orbital ATK.

and additional data from Takata, on May 4, 2016, NHTSA issued, with Takata's agreement, the Amended Consent Order, which, among other things, established a phased schedule for the future recall of all Takata frontal inflators containing non-desiccated PSAN by December 31, 2019.

3. The number of Takata air bag inflators currently recalled, or scheduled for recall, has increased since November 3, 2015, from approximately 23 million to approximately 61 million<sup>5</sup> and the number of affected vehicle manufacturers has grown from 12 to 19. The size of these recalls, ages of vehicles affected, nature of the defect, and associated communications and outreach challenges, as well as remedy part and alternative part supply challenges, lends unprecedented complexity to the recall and remedy process. Given the potential severity of the harm to vehicle occupants when an inflator rupture occurs and the wide-spread exposure across a large vehicle population, the ongoing risk of harm presented by the defective Takata air bag inflators is extraordinary. Accordingly, for the reasons that follow, and upon consideration of the entire record in this proceeding (including NHTSA's ongoing investigation in EA15-001, oversight of the Takata non-desiccated PSAN inflator recalls issued in May and June 2015 by the Original Affected Manufacturers (the "Inflator Recalls") to date, and the Amended Consent Order) NHTSA now issues this Third Amendment to the Coordinated Remedy Order.

#### **Additional Factual Background**

4. Following the issuance of the November 2015 Consent Order and the CRO, NHTSA continued its investigation into the rupturing Takata air bag inflators and began to implement the Coordinated Remedy Program.

5. In late 2015, Takata shared new inflator ballistic testing data with the Agency.

---

<sup>5</sup> This number of inflators does not include like-for-like remedies.

That data included ruptures during testing of four (4) non-desiccated PSPI inflators and two (2) non-desiccated PSPI-L inflators (both of which are passenger side air bag inflators). Based on the new ballistic testing data, in December 2015, Takata amended DIRs 15E-042 (for the PSPI-L) and 15E-043 (for the PSPI) to include inflators through model year 2008, and the impacted vehicle manufacturers<sup>6</sup> expanded their existing recalls to all vehicles with those inflator types through model year 2008.

6. Meanwhile, in the fall of 2015, Takata began ballistic testing and analysis of certain non-desiccated PSDI-5 driver air bag inflators returned from the field. In January 2016, Takata notified the Agency that of 961 returned non-desiccated PSDI-5 inflators subjected to testing, three (3) had ruptured during testing and an additional five (5) had shown elevated internal pressure levels during testing deployment, but did not rupture during testing.

7. In January 2016, the Agency learned that on December 22, 2015, the driver of a 2006 Ford Ranger was killed in a crash in Lancaster County, South Carolina, when the non-desiccated SDI inflator in his air bag ruptured during deployment. While this vehicle was under recall for the passenger side air bag inflator, the driver side air bag inflator had not been recalled because no ruptures had occurred during previous ballistic testing. That ballistic testing was conducted as part of a proactive surveillance testing program that included 1,900 tests conducted on parts taken out of vehicles located in the high absolute humidity (“HAH”) region.

8. In light of the new ballistic test data showing ruptures in non-desiccated PSDI-5 inflators (see Paragraph 6)<sup>7</sup>, the December 22, 2015, fatality involving a non-desiccated SDI inflator (see Paragraph 7), and paragraph 29 of the November 2015 Consent Order, on January

---

<sup>6</sup> Honda, Mazda, and Subaru.

<sup>7</sup> By the time Takata filed the DIR with the Agency on January 25, 2016, Takata reported four (4) ruptures and six (6) abnormally high internal pressurizations during ballistic testing on 1995 inflators returned from the field.

25, 2016, Takata filed two DIRs, initiating the recall of non-desiccated PSDI-5 inflators (16E-005) from start of production through model year 2014, and initiating the recall of non-desiccated SDI inflators (16E-006) from the start of production through model year 2014. Thereafter, vehicle manufacturers impacted by these expansions subsequently filed corresponding DIRs, including Volkswagen and Mercedes-Benz, neither of which had previously been part of the Coordinated Remedy Program.

9. In February and March 2016, the Agency received briefings from Exponent, Inc., Fraunhofer ITC, and Orbital ATK, regarding their research into the root cause(s) of the inflator ruptures, including the conclusions each had drawn as of that time. The findings of all three research organizations were consistent with previous theories that most of the inflator ruptures are associated with a long-term phenomenon of PSAN propellant degradation caused by years of exposure to temperature fluctuations and intrusion of moisture from the ambient atmosphere into the inflator. *See* Amended Consent Order at ¶ 2. The temperature fluctuations and moisture intrusions are more severe in warmer climates with high absolute humidity. *Id.* Based upon the Agency’s review of the work done by the research organizations, it concluded that the likely root cause of the rupturing of most<sup>8</sup> non-desiccated frontal Takata air bag inflators is a function of time, temperature cycling, and environmental moisture. *Id.* at ¶ 5. Other factors may influence the relative risk<sup>9</sup> of inflator rupture, but the overarching root cause of the ruptures consists of the three identified factors.

10. Based on the Agency’s root cause determination regarding the non-desiccated

---

<sup>8</sup> The findings are qualified as applicable to “most” non-desiccated PSAN frontal inflators made by Takata because some of the earliest rupture-related recalls additionally involved certain manufacturing defects that caused the inflators to rupture before the combined effects of time, temperature cycling, and humidity could have caused the degradation that leads to rupture.

<sup>9</sup> Factors that may affect relative risk of inflator rupture and risk to vehicle occupants include, but are not limited to, vehicle size, position of the inflator in the vehicle (passenger, driver, or both), and manufacturing location.

PSAN frontal inflators, on May 4, 2016, NHTSA issued, and Takata agreed to, the Amended Consent Order. The Amended Consent Order sets forth a phased schedule of five DIR filings by Takata between May 15, 2016 and December 31, 2019, that ultimately will recall all Takata frontal non-desiccated PSAN air bag inflators, including all “like-for-like” inflators used as remedy parts during the recalls.<sup>10</sup> Vehicle manufacturers not previously affected by the Takata air bag inflator recalls are included under this DIR schedule, including: Ferrari, Jaguar-Land Rover, McLaren, Tesla, and, by agreement with the Agency, Karma (as to certain Fisker vehicles).

11. Since issuing the CRO, the Agency has continued to monitor the availability of remedy parts supply through communications with Takata, other major inflator suppliers (the “Suppliers”),<sup>11</sup> and Affected Vehicle Manufacturers. At least one vehicle manufacturer has taken significant steps to ensure an adequate supply chain of replacement inflators going forward, including working with alternative suppliers to establish additional supply lines. However, some vehicle manufacturers struggled to find alternative suppliers with sufficient production capacity in a timely fashion, or to identify acceptable final remedy inflators (whether produced by Takata or another supplier). Further, some vehicle manufacturers that became involved in the Takata air bag inflator recalls relatively recently must find remedy parts production capacity in an already crowded marketplace. Additionally, developing and validating new remedy parts can add several months, or more, to the process. However, not all Suppliers are at maximum capacity for future production orders. Suppliers have some limited

---

<sup>10</sup> Like-for-like replacements are remedy parts that are the same as the part being removed, except that they are new production. These parts are an adequate interim remedy because the risk of inflator rupture develops over time. Thus, like-for-like remedy parts are safe at the time of installation and much safer than the older parts they replace, because the inflators present a lower risk of rupture since insufficient time has passed for the propellant degradation process to have occurred. Like-for-like parts are sometimes also referred to as an “interim remedy”.

<sup>11</sup> Hereinafter, “Suppliers” shall collectively refer to Autoliv Americas, Daicel Safety Systems America, LLC, and ZF-TRW.



additional production capacity. Further, the Suppliers and Affected Vehicle Manufacturers have the ability, with time and capital investments, to develop additional supply capacity to address the significant parts demand not only for U.S. supply, but for the larger global supply that may well be required.

12. Significant efforts by the Affected Vehicle Manufacturers and Suppliers to ensure an adequate remedy parts supply will be required for the foreseeable future as these recalls continue to expand with the future scheduled DIRs for Takata frontal air bag inflators containing non-desiccated PSAN (hereafter, the combined current and future recalls of Takata non-desiccated PSAN air bag inflators are referred to as the “Expanded Inflator Recalls”), and the potential expansion by December 31, 2019, to Takata frontal inflators containing desiccated PSAN<sup>12</sup>.

13. In addition to the ongoing investigation and recall expansions, the Agency is implementing the Coordinated Remedy Program. This included the selection in December 2015 of an Independent Monitor (hereafter, the Independent Monitor and/or his team are referred to as the “Monitor”) responsible for, among other things, data collection from the Affected Vehicle Manufacturers, Takata, and Suppliers, which allows for enhanced analysis on remedy parts supply, recall completion rates, and efforts being made by each affected manufacturer to successfully carry out its recall and remedy program. In addition to frequent direct communications with Takata and each of the Affected Vehicle Manufacturers, the Agency has extensive communications with the Monitor regarding new information, insights, and proposals for addressing challenges identified through the data analysis.

---

<sup>12</sup> Paragraph 30 of the November 2015 Consent Order provides that the NHTSA Administrator may issue final orders for the recall of Takata’s desiccated PSAN inflators 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.

14. In consultation with NHTSA, the Monitor has engaged in extensive discussions with the Affected Vehicle Manufacturers and Takata, and also with the Suppliers. Among other things, the Monitor has conducted data analysis to identify high-risk communities needing improved repair rates; spearheaded targeted outreach into high-risk communities with data analysis of the effectiveness of those efforts; overseen marketing research, developed deep knowledge of affected vehicle manufacturers supply chains and dealer network business practices; and provided recommendations to the vehicle manufacturers subject to the CRO to improve processes, procedures, communications, and outreach to improve recall completion rates at each.

15. Numerous challenges have been identified by the Agency, or brought to the Agency's attention by the Monitor, regarding the recalls underway and varying levels of compliance with the CRO. One significant issue that has arisen is clear communication with the public on what is happening. Consumers are confused. Consumers should be readily able to determine what vehicles are affected (and when), what to do if a remedy part is not available, and whether they will need to get their vehicle repaired more than once. The challenge of providing the public with clear and accurate information (for NHTSA and the Affected Vehicle Manufacturers) is compounded when each vehicle manufacturer crafts a different message, often resulting in consumer confusion.

16. Another overarching challenge has been the term "sufficient supply" to launch a remedy campaign as set forth in paragraph 39 of the CRO. Some vehicle manufacturers have expressed uncertainty to NHTSA about what volume of supply is "sufficient" to launch a remedy campaign. Some vehicle manufacturers have also struggled to comply with the "sufficient supply" schedule set forth in paragraph 39 of the CRO, and some have provided

inadequate and late communication to NHTSA regarding their inability to fully meet the “sufficient supply” schedule. Finally, some vehicle manufacturers have communicated to the Agency and the Monitor that they had adequate supply to launch, yet did not reflect that status in the data sent to the Vehicle Identification Number (“VIN”) Lookup Tool available through NHTSA’s website, [safercar.gov](http://safercar.gov). If a manufacturer has sufficient parts to repair vehicles, it is inappropriate for the manufacturer to keep that information hidden from the anxiously awaiting public in need of those remedy parts.

17. In addition, several vehicle manufacturers submitted inadequate recall engagement processes or plans, required under paragraph 41 of the CRO, and have failed to take actions sufficient to effectuate full and timely remedy completion (i.e., limiting efforts to: sending recall notices by mail, using phone calls and text messaging, providing customer data to dealers, evaluating technician training requirements, having some information available on their website, and updating the VIN lookup information available through [safercar.gov](http://safercar.gov), and completing biweekly recall completion updates to the Agency but with inconsistent accuracy of data). Such inadequate efforts were often accompanied by an unwillingness or inability to implement recommendations of the Monitor as to how to improve outreach efforts and remedy completion rates.

18. Other issues that have arisen in the Coordinated Remedy Program include: reluctance by some vehicle manufacturers to provide timely customer notification of a recall, or of remedy part availability; inadequate effort by some vehicle manufacturers to motivate customers to get repairs done, i.e., to actually carry out and complete the remedy campaign; reluctance by some vehicle manufacturers to stop using Takata PSAN-based inflators without conducting adequate research to prove their safety, despite the potential for additional recalls of

these very parts; some vehicle manufacturers' consumer communications indicating that the remedy is not important, or the recall is not serious; resistance by some vehicle manufacturers engaging in surveillance programs for Takata inflators that contain desiccated PSAN; and reluctance by certain vehicle manufacturers to cooperate with the Monitor, including reluctance to provide information requested by the Monitor in carrying out Monitor duties.

19. In addition to the above challenges to NHTSA's oversight of vehicle manufacturers under the existing Coordinated Remedy Program and the CRO, a change to the structure of the recall zones will present challenges going forward. In the original CRO issued in November 2015, vehicles were categorized into the HAH and non-HAH categories based upon the best available information at that time, which indicated that vehicles in the HAH region posed the greatest risk of rupture and thus the greatest risk of injury or death. Further testing and analysis done by Exponent, Inc. has now provided the Agency with a better understanding of the PSAN degradation process. The current, best available information shows that the HAH region should also include the states of South Carolina and California<sup>13</sup>, and that the non-HAH region can be broken into two separate risk zones with the northern zone presenting the lowest risk of rupture in the near-term. The most recent recall expansions (filed in May and June 2016) categorized vehicles into these three zones—the HAH and two non-HAH zones<sup>14</sup>—rather than the two HAH and non-HAH zones previously used. However, the previous recalls remain divided into the two-zone system.

20. As of December 1, 2016, there have been 220 confirmed Takata inflator rupture incidents in the United States. Many of these incidents resulted in serious injury to vehicle

---

<sup>13</sup> The previously defined HAH region includes the following states and territories: Alabama, Florida, Georgia, Hawaii, Louisiana, Mississippi, Texas, Puerto Rico, American Samoa, Guam, the Northern Mariana Islands (Saipan), and the U.S. Virgin Islands. *See* Coordinated Remedy Order at ¶ 38 n.8 (Nov. 3, 2015).

<sup>14</sup> The three zones—A, B, and C—are defined in paragraph 7 of the Amended Consent Order.

occupants. In 11 of the incidents, the vehicle's driver died as a result of injuries sustained from the rupture of the air bag inflator. In other incidents, vehicle occupants suffered injuries including cuts or lacerations to the face or neck, broken or fractured facial bones, loss of eyesight, and broken teeth. The risk of these tragic consequences is greatest for individuals sitting in the driver seat.

### **Findings**

Based upon the Agency's analysis and judgment, and upon consideration of the entire record, NHTSA finds that:

21. There continues to be a risk of serious injury or death if the remedy programs of the Affected Vehicle Manufacturers are not accelerated.

22. Acceleration of each Affected Vehicle Manufacturers' remedy program can be reasonably achieved by expanding the sources of replacement parts.

23. Each Affected Vehicle Manufacturers' remedy program will not likely be completed within a reasonable time without acceleration.

24. Each air bag inflator with the capacity to rupture (e.g., the recalled Takata non-desiccated PSAN inflators) presents an unreasonable risk of serious injury or death. As of December 1, 2016, 11 individuals have already been killed in the United States alone, with reports of at least 184 injured. Since the propensity for rupture is a function of time, humidity, and temperature cycling, the risk for injurious or lethal rupture in affected vehicles increases each day. While each of the Affected Vehicle Manufacturers has made effort towards the remedy of these defective air bag inflators, acceleration and coordination of the inflator remedy programs is necessary to reduce the risk to public safety. Acceleration and coordination

(including the Expansion Vehicle Manufacturers) will enhance the ability of all of the Affected Vehicle Manufacturers to carry out remedy programs using established priorities based on relative risk; coordinate on safety-focused efforts to successfully complete their respective remedy programs; and allow for the organization and prioritization of remedy parts, if needed, with NHTSA's oversight.

25. Continued acceleration of the inflator remedy programs can be reasonably achieved by, among other things, expanding the sources of replacement parts. This acceleration can be accomplished in part by a vehicle manufacturer contracting with any appropriate alternative part supplier for remedy parts. Takata cannot manufacture sufficient remedy parts in a reasonable time for the estimated 61 million inflators that presently require remedy in the U.S. market alone under the recalls of Takata's frontal non-desiccated PSAN inflators.

26. In light of all the circumstances, including the safety risks discussed above, the Affected Vehicle Manufacturers' recall remedy programs are not likely capable of completion within a reasonable amount of time without acceleration of each remedy program. It is critical to the timely completion of each remedy program that the Affected Vehicle Manufacturers obtain remedy inflators from sources other than Takata. There is no single supplier capable of producing the volume of replacement inflators required, in a reasonable timeframe, to supply all of the remedy parts.

27. Based on the challenges identified thus far in implementing and carrying out the Coordinated Remedy Program, the Agency finds that clarification of terms of the CRO and additional CRO requirements are necessary to effectively monitor the Affected Vehicle Manufacturers' recall and remedy programs.

28. Further, based upon the recall completion information available to the Agency and the severity of the harm from inflator ruptures, notifications to vehicle owners sent by the Affected Vehicle Manufacturers do not result in an adequate number of vehicles being returned for the inflator remedy within an acceptable timeframe.

29. The issuance of this Third Amendment to the Coordinated Remedy Order is a necessary and appropriate exercise of NHTSA's authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), to inspect and investigate, 49 U.S.C. § 30166(b)(1); to ensure that defective vehicles and equipment are recalled and remedied and that owners are notified of a defect and how to have the defect remedied, 49 U.S.C. §§ 30118-30120; to ensure the adequacy of the remedy, including through acceleration of the remedy program, 49 U.S.C. § 30120(c); to require vehicle manufacturers and equipment manufacturers to keep records and make reports, 49 U.S.C. § 30166(e); to require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g); and to seek civil penalties, 49 U.S.C. § 30165.

30. This Third Amendment to the Coordinated Remedy Order, developed based on all evidence, data, analysis, and other information received in the Coordinated Remedy Program Proceeding, NHTSA investigation EA15-001, the Amended Consent Order, and information learned in implementing and overseeing the Coordinated Remedy Program, will reduce the risk of serious injury or death to the motoring public and enable the affected vehicle manufacturers and Takata to implement, and complete, the necessary remedy programs on an accelerated basis.

Accordingly, it is hereby ORDERED by NHTSA as follows:

**II. ADDITIONAL TERMS TO THE COORDINATED REMEDY ORDER.**

31. In addition to the Original Affected Manufacturers covered under the Coordinated Remedy Order issued November 3, 2015, the following vehicle manufacturers are hereby added to the Coordinated Remedy Program and, henceforth, are subject to the terms of the Coordinated Remedy Order and this Amendment: Ferrari North America, Inc., Jaguar Land Rover North America, LLC, McLaren Automotive, Ltd., Mercedes-Benz US, LCC, Tesla Motors, Inc., Volkswagen Group of America, Inc., and, based on a Memorandum of Understanding with the Agency, Karma Automotive<sup>15</sup>.

32. Pursuant to 49 U.S.C. § 30118, within 5 business days of Takata filing a DIR as set forth in the Amended Consent Order, each Affected Vehicle Manufacturer shall file with the Agency a corresponding DIR for the affected vehicles in that vehicle manufacturers' fleet. Takata DIRs are scheduled to be filed with the Agency on December 31 of the years 2016, 2017, 2018, and 2019. Where a DIR is scheduled to be filed on a weekend or federal holiday, that DIR shall instead be filed on the next business day that the federal government is open.

**Amended Priority Groups and Recall Completion Deadlines  
for the Coordinated Remedy Program**

33. The Agency has communicated with the Affected Vehicle Manufacturers regarding vehicle prioritization plans based on a risk-assessment that takes into account the primary factors related to Takata inflator rupture, as currently known and understood, and other

---

<sup>15</sup> As to certain Fisker vehicles per the Memorandum of Understanding dated September 16, 2016.



relative risk factors specific to that vehicle manufacturer's products. The primary factors utilized in prioritizations remain the same as in the CRO and are: (1) age of the inflator (with older presenting a greater risk of rupture); (2) geographic location of the inflator (with prolonged exposure to HAH presenting a greater risk of rupture); and (3) location of the Takata inflator in the vehicle (driver, passenger, or both). Prioritizations also take into account continuity of previous recall plans and priority groups. In order to timely and adequately complete its remedy program, each Affected Vehicle Manufacturer shall, pursuant to 49 U.S.C. § 30120(a)(1) and (c), carry out its remedy program in accordance with the following prioritization plans unless otherwise authorized by the Agency. A complete listing of the vehicles in each priority group ("Priority Group") developed using the above risk factors is attached hereto as Amended Annex A<sup>16</sup>, and is hereby incorporated by reference as if fully set forth herein. The Priority Groups are as follows:

- a. **Priority Group 1** – Highest risk vehicles that were recalled May through December **2015**.
- b. **Priority Group 2** – Second highest risk vehicles that were recalled May through December **2015**.
- c. **Priority Group 3** – Third highest risk vehicles that were recalled May through December **2015**.
- d. **Priority Group 4** – Highest risk vehicles that were recalled January through June **2016**<sup>17</sup>.
- e. **Priority Group 5** – Second highest risk vehicles that were recalled January through June **2016**.
- f. **Priority Group 6** – Third highest risk vehicles that were recalled January through June **2016**.
- g. **Priority Group 7** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers<sup>18</sup> in January 2017 that have ever been registered in Zone A.<sup>19</sup>

---

<sup>16</sup> Because information about the risk factors may change throughout this Coordinated Remedy Program, these prioritizations are subject to change by a vehicle manufacturer, subject to NHTSA's oversight and approval.

<sup>17</sup> Vehicles in Priority Groups 4 through 10 were not recalled in May of 2015 and thus were not part of the original prioritizations. Priority Group ("PG") 4 and 5, in particular, should be considered comparable to PG 1 and 2 of the CRO in terms of urgency of the remedy.

<sup>18</sup> Vehicles in Priority Groups 7 through 10 are defined as being recalled by Affected Vehicle Manufacturers in January of a given year to minimize confusion about which vehicles and DIRs are affected, because Takata will file DIRs by December 31 of the prior year, or on the first business day of the PG defined year when December 31 falls on a weekend or holiday.

- h. **Priority Group 8** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers in January 2017 that *have not* ever been registered in the Zone A region during the service life of the vehicle.
- i. **Priority Group 9** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers in January 2018.
- j. **Priority Group 10** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers in January 2019.
- k. **Priority Group 11** – Vehicles ever registered in the HAH or Zone A that were previously remedied with a “like for like” part<sup>20</sup> under a recall initiated by an Affected Vehicle Manufacturer during calendar year 2015 or before.
- l. **Priority Group 12** – Vehicles previously remedied with a “like for like” part and are not covered in Priority Group 11.

34. Pursuant to their obligations to remedy a defect within a reasonable time, as set forth in 49 U.S.C. § 30120(a)(1) and § 30120(c)(2), each Affected Vehicle Manufacturer shall acquire a sufficient supply of remedy parts to enable it to provide remedy parts, in a manner consistent with customary business practices, to dealers within their respective dealer networks and, *further, to launch the remedy program*, by the timelines set forth in this Paragraph. Each Vehicle Manufacturer shall ensure that it has a sufficient supply of remedy parts on the following schedule:

<b>Priority Group</b>	<b>Sufficient Supply &amp; Remedy Launch Deadlines</b>
Priority Group 1	March 31, 2016
Priority Group 2	September 30, 2016
Priority Group 3	December 31, 2016
Priority Group 4	March 31, 2017
Priority Group 5	June 30, 2017
Priority Group 6	September 30, 2017
Priority Group 7	December 31, 2017
Priority Group 8	March 31, 2018
Priority Group 9	June 30, 2018
Priority Group 10	March 31, 2019
Priority Group 11	March 31, 2020
Priority Group 12	September 30, 2020

---

<sup>19</sup> Zone A includes the original HAH area plus the addition of the expansion states of California and South Carolina.

<sup>20</sup> These parts are sometimes referred to as “interim parts”.

Further, to the maximum extent possible, each Affected Vehicle Manufacturer shall take those measures necessary to sustain its supply of remedy parts available to dealers so that dealers are able to continue remediating vehicles after remedy program launch without delay or disruption due to issues of sufficient supply. An Affected Vehicle Manufacturer may, after consultation with and approval from NHTSA, further accelerate the launch of a Priority Group to begin the recall remedy campaign at an earlier date, provided that the vehicle manufacturer has a sufficient supply available to do so without negatively affecting supply for earlier Priority Groups.

35. To more clearly specify the remedy completion progress required in accelerating the Expanded Inflater Recalls, pursuant to the Affected Vehicle Manufacturers obligations to remedy a defect within a reasonable time (as set forth in 49 U.S.C. § 30120(a)(1) and § 30120(c)(2)-(3)) each Affected Vehicle Manufacturer shall implement and execute its recall remedy program in a manner and according to a schedule designed to achieve the following remedy completion percentages<sup>21</sup> at the following intervals:

<b>End of Quarter (after remedy launches)</b>	<b>Percentage of campaign vehicles remedied</b>
1st	15%
2nd	40%
3rd	50%
4th	60%
5th	70%
6th	80%
7th	85%
8th	90%
9th	95%
10th	100%

An Affected Vehicle Manufacturer shall not delay the launch of a remedy campaign, or decline to timely obtain sufficient supply to launch or sustain a remedy campaign, to defer the completion targets set forth in the preceding chart. An Affected Vehicle Manufacturer further

<sup>21</sup> The remedy completion timeline set forth in paragraph 35 does not apply to Priority Groups 1, 2, and 3, for which completion deadlines were previously established in the Coordinated Remedy Order.

accelerating a Priority Group under Paragraph 34 herein shall not be penalized for launching early, and shall be held to the standard of meeting the remedy completion timeline as though the recall remedy campaign launched on the date established in the Paragraph 34 Sufficient Supply & Remedy Launch Deadline (“Supply& Launch Deadline”) chart.

### **Remedy Completion Maximization Efforts**

36. Pursuant to 49 U.S.C. § 30166(e), within 90 days of the issuance of this Amendment, a vehicle manufacturer recalling inflators subject to this Amendment shall provide to NHTSA and to the Monitor a written recall engagement plan for maximizing remedy completion rates for all vehicles covered by the Expanded Inflator Recalls. Such plan shall, at a minimum, include, but not be limited to, plans to implement the methodology and techniques presented at NHTSA’s Retooling Recalls Workshop held at the U.S. Department of Transportation Headquarters on April 28, 2015, as well as the recommendations the Monitor has supplied to vehicle manufacturers. Further, each such plan shall also include:

- a. a narrative statement, which may be supplemented with a table, specifically detailing all inquiries made, contracts entered, and other efforts made to obtain sufficient remedy supply parts for the Inflator Recalls, including, but not limited to, the name of the supplier contacted; date of contact, request or inquiry made; and current status of that inquiry including any date by which action by one party must be taken. To ensure that sufficient United States supply will not be negatively impacted by global supply demands, this statement shall clearly explain: (i) the volume of supply intended for use in the United States; and (ii) the volume of supply the vehicle manufacturer is

- obtaining for recalls outside the United States; and
- b. a narrative statement discussing specific communications and marketing efforts the vehicle manufacturer has taken, is taking, or is considering or planning to take to improve and maximize recall completion rates including, but not limited to, data segmentation and specific motivational tools; and
  - c. a narrative statement discussing in detail efforts the vehicle manufacturer has taken, is taking, and is considering or planning to take, to prevent the sale of inflators and/or air bag modules covered by the Expanded Inflator Recalls, and vehicles equipped with the same, over the internet (i.e., through online marketplaces including, but not limited to, eBay, Amazon Marketplace, Facebook Marketplace, Alibaba, Craigslist, Hollander.com, and carparts.com). This discussion shall include the company name, contact name, email and telephone contact information for any online marketplace contacted, and any third-party company enlisted to assist in this work; and
  - d. a detailed narrative discussion of what efforts the vehicle manufacturer has taken, is taking, or is considering or planning to take, to monitor and remove inflators covered by the Expanded Inflator Recalls as the affected vehicles move through the used vehicle market and end-of-life market (i.e. vehicle auctions, franchised dealer lots, independent dealer lots, off-lease programs, scrapyards, etc.). This discussion shall include the company name, contact name, email and telephone contact information for contacts at any third-party company enlisted to assist in this work; and
  - e. discussion of any other efforts the vehicle manufacturer is considering or has

implemented evidencing the good-faith efforts being made by that vehicle manufacturer to maximize the Expanded Inflator Recalls completion rates and timely remedying of affected vehicles and the removal of defective inflators and/or inflator modules.

Such a plan shall be submitted with clear headings and subheadings that state the subject area addressed. A vehicle manufacturer that previously submitted a report pursuant to paragraph 41 of the CRO shall file an updated plan including all of the components identified herein.

37. Pursuant to 49 U.S.C. § 30166(e), each Affected Vehicle Manufacturer shall submit to NHTSA and to the Monitor at the end of each calendar quarter supplemental assessments (“Quarterly Supplements”) of the remedy completion and maximization plans submitted pursuant to paragraph 36 of this Amendment. These Quarterly Supplements shall include, at a minimum:

- a. a detailed explanation of the effectiveness of efforts since the last reporting period and an update on the implementation status of the maximization plan presented; and
- b. a discussion of additional efforts being considered and/or undertaken to increase completion rates and meet the deadlines set forth in the CRO and this Amendment; and
- c. a detailed discussion of efforts to implement Monitor recommendations, including recommendations issued prior to this Amendment; and
- d. a detailed update on efforts made, and metrics of success, relating to each of the issues and actions identified in paragraph 36 above; and
- e. a statement and/or accounting of the impact of the vehicle manufacturer’s

additional efforts on its recall completion relative to each of its recalls governed by this Amendment.

Quarterly Supplements shall discuss efforts made since the last report as well as future efforts planned or contemplated going forward. Quarterly Supplements shall be submitted with clear headings and subheadings identifying the required subject area addressed. Each Vehicle Manufacturer filing a plan pursuant to paragraph 36 herein shall file its first Quarterly Supplement not later than June 30, 2017.

38. Pursuant to 49 U.S.C. § 30166(e), each Vehicle Manufacturer shall submit to the Agency a Sufficient Supply & Remedy Launch Certification Report (“Supply Certification”) not later than the Supply & Remedy Launch Deadline set forth for the applicable Priority Group in paragraph 34 herein, stating:

- a. the criteria used to determine the appropriate sufficient supply to launch the remedy program for this particular phase of the recall;
- b. the total number of Expanded Inflator Recalls remedy parts (or kits) the vehicle manufacturer has on hand in the United States available to customers through its dealer network within 48 hours;
- c. the total number of Expanded Inflator Recalls remedy parts the vehicle manufacturer has on hand in the United States currently located at dealer locations ready and available for use as vehicle repair parts;
- d. the percentage of Expanded Inflator Recalls remedy parts available to the dealer network within 48 hours (i.e., the volume covered under 38.b. above based on the total number of vehicles remaining to be repaired); and
- e. the specific remedy part(s) identified in the Supply Certification, including

the inflator supplier and the inflator model or type as identified by the inflator supplier to the vehicle manufacturer.

For paragraphs (b), (c), and (d), if more than one remedy inflator supplier or more than one remedy part is being utilized, the volumes of each part shall also be specified by inflator supplier and inflator model or type. The Supply Certification shall be signed under oath, i.e., accompanied by an affidavit, by a responsible officer of that vehicle manufacturer.

39. Any Affected Vehicle Manufacturer seeking an extension of time to launch based on an insufficient supply by the Supply & Launch Deadline as set forth in the CRO or this Amendment shall submit to the Agency not less than 45 days prior to the applicable deadline a Notice of Anticipated Shortage and Request for Extension (“Extension Request”). An Extension Request shall be signed under oath, (i.e., accompanied by an affidavit, by a responsible officer of that vehicle manufacturer) and shall include a thorough explanation of (i) why the vehicle manufacturer believes it will not be able to meet the sufficient supply deadline; (ii) the remedy part selection, validation, and development process it is using (including the timeline for this process); (iii) the steps the vehicle manufacturer is taking to obtain sufficient supply; (iv) how many replacement parts (number and percentage ready for launch) the vehicle manufacturer reasonably believes will be available by the Supply & Launch Deadline, and (v) a specific extension request date. If an Affected Vehicle Manufacturer determines within 45 days of the Supply & Launch Deadline that it is unlikely to have a sufficient supply of remedy parts by that date, that vehicle manufacturer shall file an Extension Request with the Agency within 2 business days of making such determination. Any vehicle manufacturer filing an Extension Request shall provide an Extension Request Update not less than 14 days prior to the Sufficient Supply & Remedy Launch Deadline informing the Agency of any changes in the sufficient



supply status and making any additional necessary requests.

40. Pursuant to 49 U.S.C. §§ 30116–30120 and Pub. L. 112-141, 126 Stat. 405, within 24 hours of filing a Supply Certification, each Affected Vehicle Manufacturer shall update the remedy status returned in a search of NHTSA’s Vehicle Identification Number (“VIN”) Lookup Tool, as well as its own recall search tool, if it is required under federal regulation to support those tools or is voluntarily supporting those tools at the time of this Amendment, to reflect that parts are available for vehicles covered by the Supply Certification.

41. Pursuant to 49 U.S.C. §§ 30120(a), 30120(c)(3), and 30166(e), each Affected Vehicle Manufacturer using, or planning to use, a desiccated PSAN Takata inflator as a final remedy shall work in coordination with Takata to develop and implement an appropriate surveillance and testing plan to ensure the safety of the desiccated PSAN inflator part as an adequate final remedy. Not more than 60 days following the issuance of this Amendment, each vehicle manufacturer affected by this paragraph shall submit, jointly with Takata, to NHTSA and the Monitor a written plan setting forth the testing plan. Such plan shall include parts recovery and testing for Takata desiccated PSAN inflators from the field when that vehicle manufacturer’s fleet includes vehicles equipped with Takata desiccated PSAN inflators.

Pursuant to paragraph 30 of the November 2015 Consent Order to Takata, these desiccated PSAN inflators remain subject to potential recall if Takata or another credible source has not proven the safety of the parts by December 31, 2019, and, as such, require further investigation by Takata and the relevant vehicle manufacturers, particularly when used as a final remedy part.

42. Pursuant to 49 U.S.C. §§ 30118(c)-(d), 30119(a)-(f), and 30120(c)(3), each Affected Vehicle Manufacturer shall conduct supplemental owner notification efforts, in coordination with the Agency and the Monitor, to increase remedy completion rates and

accelerate its remedy completion timeline. Such notifications shall be made by an Affected Vehicle Manufacturer either upon specific recommendation of the Monitor to that Affected Vehicle Manufacturer, or at NHTSA's direction, or may also occur upon a vehicle manufacturer initiating such action in consultation with NHTSA and/or the Monitor. Supplemental communications shall adhere to *Coordinated Communications* Recommendations issued by the Monitor, forthcoming, unless otherwise agreed to by the Agency. *Coordinated Communications* Recommendations shall be made public on NHTSA's website. One or more Affected Vehicle Manufacturer(s) may, at any time, propose alternative messaging, imaging, formats, technologies, or communications strategies, with any supporting data, analysis, and rationales favoring the variation in communication, to the Agency and the Monitor. Not less than five (5) business days prior to sending, or otherwise issuing, a supplemental communication under this paragraph, an Affected Vehicle Manufacturer shall provide electronic versions of all supplemental consumer communications to both the Agency and the Monitor following the submission instructions to be set forth in the *Coordinated Communications* Recommendations.

### **Potential Future Recalls**

43. Paragraph 30 of the November 2015 Consent Order provides that the NHTSA Administrator may issue final orders for the recall of Takata's desiccated PSAN inflators if, by December 31, 2019, Takata or another credible source has not proven to NHTSA's satisfaction that the inflators are safe or the safe service life of the inflators. Pursuant to 49 U.S.C. § 30166(e), each Affected Vehicle Manufacturer with any vehicle in its fleet equipped with a desiccated PSAN Takata inflator, and not filing a report under paragraph 41 herein, shall provide a written plan, not more than 90 days following the issuance of this amendment, fully

detailing the vehicle manufacturer's plans to confirm the safety and/or service life of the desiccated PSAN inflator(s) used in its fleet. This plan shall include discussion of any plans to coordinate with Takata for recovery of parts from fleet vehicles and testing, and any anticipated or future plans to develop or expand a recovery and testing protocol of the desiccated PSAN inflators.

### **Record Keeping & Reports**

44. Pursuant to 49 U.S.C. § 30166(e), Affected Vehicle Manufacturers shall submit complete and accurate biweekly recall completion update reports to NHTSA and the Monitor in the format(s) and manner requested.

45. Currently, vehicle manufacturers conducting recalls report to NHTSA vehicles determined to be unreachable for recall remedy due to export, theft, scrapping, failure to receive notification (return mail), or other reasons (manufacturer specifies), as part of regulatory requirements. *See* 49 CFR § 573.7(b)(5). Recording and reporting the volume of the unreachable population is important in calculating a recall's completion and assessing a recall campaign's success. It is also important for purposes of reallocating outreach resources from vehicles likely no longer in service to vehicles that are, and thus continue to present an unreasonable risk to the public. In the interest of obtaining a higher degree of accuracy in recalls completion reporting, and to support the Affected Vehicle Manufacturers in focusing their resources on remedy campaign vehicles at risk, Affected Vehicle Manufacturers are hereby permitted to count vehicles in the "other reasons" portion of their unreachable population counts where:

- a. ALL vehicles in the particular recall campaign are at least five years of age measured from their production dates; and
- b. a vehicle has not been registered in any state or territory, or has held an expired registration, for at least three continuous years; and
- c. at least one alternative, nationally recognized data source corroborates the vehicle is no longer in service. Examples of such data sources include: records from the National Motor Vehicle Title Information Service (NMVTIS); a license plate recognition data source; and a vehicle history report reflecting a lack of activity for at least three years (e.g., no repair or maintenance history, no transfer of title or purchase records, etc.). In utilizing this provision, a vehicle manufacturer shall not ignore information in its possession that indicates that the vehicle remains in service.

46. For the purposes of reporting under this Amendment, Affected Vehicle Manufacturers may remove from recall outreach efforts the vehicles counted in the “other” category pursuant to the procedure set forth in the preceding paragraph. This includes re-notifications. However, in all instances, Affected Vehicle Manufacturers shall conduct required first class mailings, pursuant to 49 CFR § 577.5. These mailings may be discontinued for vehicles the vehicle manufacturer has identified, and reported to NHTSA, as scrapped, exported, stolen, or for whom mail was returned.

47. Before utilizing the “other” category as set forth herein, the vehicle manufacturer shall explicitly notify NHTSA through a Part 573 document (initial or updated) that it intends to use the “other” reporting category to report counts of vehicles that meet its defined criteria. The manufacturer shall notify NHTSA of its decision before filing the quarterly report, or biweekly

completion report, in which the vehicle manufacturer intends to utilize this “other” category as set forth herein.

48. Vehicle manufacturers opting to use the “other” reporting category shall:
  - a. keep records to substantiate the determination to count any vehicle in the “other” category; and
  - b. in the initial notice, and with updates upon NHTSA’s request, provide written documentation identifying to NHTSA an estimate of the financial resources saved utilizing this approach and explaining how those resources are reallocated to improve recall completion rates for the recalled vehicle population that remains in service; and
  - c. perform retroactive monitoring to identify any VIN reported as “other” but that was later serviced, for any reason, by a dealer. This recurring obligation shall be completed every quarter for which the vehicle manufacturer reports on the recall. Should the number of these VINs exceed five (5) percent of the total number of “other” reported VINs, the vehicle manufacturer must notify NHTSA and justify why the “other” category should remain available for use for that recall; and
  - d. maintain ALL VINs as active, or “live”, in the VIN data systems such that any search for the VIN will reflect an open recall status on the NHTSA web tool, the manufacturer’s web tool, and any and all dealer and other data networks with, and through which, the vehicle manufacturer communicates safety recall status information.

49. The Agency may, in its discretion, reject, modify, or terminate, a manufacturer's use of the "other" category reporting mechanism.

50. Vehicle manufacturers are required to provide six (6) consecutive quarters of reporting on recall completions pursuant to 49 CFR 573.7. Some Affected Vehicle Manufacturers are utilizing phased launches to prioritize parts availability in certain recall remedy campaigns. While quarterly reports must be filed once a vehicle manufacturer has initiated a recall remedy program, the consecutive quarters of reporting shall be counted towards the six required reports once the campaign is fully launched.

#### **Miscellaneous**

51. NHTSA may, after consultation with an affected vehicle manufacturer, and/or Takata, or upon a recommendation of the Monitor, modify or amend provisions of this Amendment to, among other things: account for and timely respond to newly obtained facts, data, changed circumstances, and/or other information that may become available throughout the term of the Coordinated Remedy Program. Such modifications may include, but are not limited to, changes to the Priority Groups contained in Amended Annex A; allowing for reasonable extensions of time for the timelines contained in Paragraphs 34 and 35; facilitating further recalls as contemplated by Paragraphs 29 and 30 of the Amended Consent Order; or for any other purpose related to the Coordinated Remedy Program, the Coordinated Remedy Order, and/or this Amendment to the Coordinated Remedy Order. Any such modification or amendment shall be made in writing signed by the NHTSA Administrator or his designee.

52. This Amendment shall be binding upon, and inure to the benefit of, Takata and the Affected Vehicle Manufacturers, including their current and former directors, officers,

employees, agents, subsidiaries, affiliates, successors, and assigns, as well as any person or entity succeeding to its interests or obligations herein, including as a result of any changes to the corporate structure or relationships among or between Takata, or any Affected Vehicle Manufacturers, and any of that company's parents, subsidiaries, or affiliates.

53. This Amendment shall become effective upon issuance by the NHTSA Administrator. In the event of a breach of, or failure to perform, any term of this Amendment by Takata or any Affected Vehicle Manufacturer, NHTSA may pursue any and all appropriate remedies, including, but not limited to, seeking civil penalties pursuant to 49 U.S.C. § 30165, actions compelling specific performance of the terms of this Order, and/or commencing litigation to enforce this Order in any United States District Court.

54. This Amendment to the Coordinated Remedy Order should be construed to include all terms and provisions of the Coordinated Remedy Order, and prior Amendments, unless expressly superseded herein.

55. This Amendment to the Coordinated Remedy Order shall not be construed to create rights in, or grant any cause of action to, any third party not subject to this Amendment.

56. In carrying out the directives of the Coordinated Remedy Order and this Amendment to the Coordinated Remedy Order, vehicle manufacturers and vehicle equipment manufacturers (i.e., suppliers) shall not engage in any conduct prohibited under the antitrust laws, or other applicable law.

IT IS SO ORDERED:

NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: DECEMBER 9, 2016

By: **// ORIGINAL SIGNED BY //**

Mark R. Rosekind, Ph.D.  
Administrator



**AMENDED ANNEX A<sup>22</sup>**

**Coordinated Remedy Program Priority Groups**

In the following Priority Groups, the area of high absolute humidity (“HAH”) is defined by each vehicle manufacturer individually, but in **all** instances includes vehicles originally sold or ever registered in Alabama, Florida, Georgia, Hawaii, Louisiana, Mississippi, Texas, Puerto Rico, American Samoa, Guam, Saipan, and the U.S. Virgin Islands. “Non-HAH” means any vehicle that has not been identified by the vehicle manufacturer as having been originally sold or ever registered in the HAH region, as defined by the vehicle manufacturer. The terms HAH and Non-HAH apply to vehicles in Priority Groups 1, 2, and 3. Zones A, B, and C are defined in paragraph 7 of the Amendment to November 3, 2015 Consent Order issued to Takata by the National Highway Traffic Safety Administration on May 4, 2016. Zone A includes the previously defined HAH plus the expansion states of California and South Carolina. Zones A, B, and C apply to Priority Groups 4 through 12.

---

<sup>22</sup>

Corrected as of December 16, 2016.

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)<sup>23</sup></b>
1	2003 - 2003	Acura	3.2CL DAB (HAH)
1	2003 - 2003	Acura	3.2CL DAB (Non-HAH)
1	2002 - 2003	Acura	3.2TL DAB (HAH)
1	2002 - 2003	Acura	3.2TL DAB (Non-HAH)
1	2002 - 2006	BMW	3 Series, M3 DAB (HAH)
1	2002 - 2006	BMW	3 Series, M3 PAB (HAH)
1	2005 - 2008	Chrysler	300, 300C, SRT8 DAB (HAH)
1	2005 - 2005	Chrysler	300, 300C, SRT8 DAB (Non-HAH)
1	2005 - 2005	Chrysler	300, 300C, SRT8 PAB (HAH)
1	2008 - 2008	Dodge	Challenger DAB (HAH)
1	2006 - 2008	Dodge	Charger DAB (HAH)
1	2005 - 2005	Dodge	Dakota Pickup DAB (HAH)
1	2005 - 2005	Dodge	Dakota Pickup PAB (HAH)
1	2004 - 2005	Dodge	Durango DAB (HAH)
1	2004 - 2005	Dodge	Durango PAB (HAH)
1	2005 - 2008	Dodge	Magnum DAB (HAH)
1	2005 - 2005	Dodge	Magnum DAB (Non-HAH)
1	2005 - 2005	Dodge	Magnum PAB (HAH)
1	2004 - 2005	Dodge	RAM 1500 Pickup PAB (HAH)
1	2004 - 2005	Dodge	RAM 1500, 2500, 3500 Pickup DAB (HAH)
1	2005 - 2005	Dodge	RAM 2500 Pickup PAB (HAH)
1	2007 - 2008	Dodge	Sprinter PAB (HAH)
1	2005 - 2006	Ford	GT DAB (HAH)
1	2005 - 2006	Ford	GT PAB (HAH)
1	2005 - 2008	Ford	Mustang DAB (HAH)
1	2004 - 2005	Ford	Ranger DAB (HAH)
1	2004 - 2005	Ford	Ranger PAB (HAH)
1	2007 - 2008	Freightliner	Sprinter PAB (HAH)
1	2005 - 2005	GM-Saab	9-2X PAB (HAH)
1	2001 - 2003	Honda	ACCORD DAB (HAH)
1	2001 - 2003	Honda	ACCORD DAB (Non-HAH)
1	2003 - 2003	Honda	ACCORD PAB (HAH)
1	2003 - 2003	Honda	ACCORD PAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC DAB (HAH)
1	2001 - 2003	Honda	CIVIC DAB (Non-HAH)
1	2003 - 2005	Honda	CIVIC HYBRID DAB (HAH)
1	2003 - 2003	Honda	CIVIC HYBRID DAB (Non-HAH)
1	2003 - 2005	Honda	CIVIC HYBRID PAB (HAH)

<sup>23</sup> Where a vehicle make, model, model year appears in one Priority Group (“PG”) and the “Zone” is listed as “(Non-A)”, and the same vehicle make, model, and model year appears in a later PG as applicable to “Zone C”, the “Non-A” zone refers to Zone B vehicles.

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
1	2003 - 2003	Honda	CIVIC HYBRID PAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC NGV DAB (HAH)
1	2001 - 2003	Honda	CIVIC NGV DAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC NGV PAB (HAH)
1	2001 - 2003	Honda	CIVIC NGV PAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC PAB (HAH)
1	2001 - 2003	Honda	CIVIC PAB (Non-HAH)
1	2002 - 2006	Honda	CR-V DAB (HAH)
1	2002 - 2002	Honda	CR-V DAB (Non-HAH)
1	2002 - 2005	Honda	CR-V PAB (HAH)
1	2002 - 2002	Honda	CR-V PAB (Non-HAH)
1	2003 - 2006	Honda	ELEMENT DAB (HAH)
1	2003 - 2004	Honda	ELEMENT PAB (HAH)
1	2002 - 2002	Honda	ODYSSEY DAB (HAH)
1	2002 - 2002	Honda	ODYSSEY PAB (HAH)
1	2003 - 2008	Honda	PILOT DAB (HAH)
1	2003 - 2008	Honda	PILOT DAB (Non-HAH)
1	2003 - 2005	Honda	PILOT PAB (HAH)
1	2003 - 2005	Honda	PILOT PAB (Non-HAH)
1	2006 - 2006	Honda	RIDGELINE DAB (HAH)
1	2006 - 2006	Honda	RIDGELINE PAB (HAH)
1	2002 - 2003	Infiniti	QX4 PAB (HAH)
1	2007 - 2007	Lexus	SC430 PAB (HAH)
1	2003 - 2008	Mazda	Mazda6 DAB (HAH)
1	2003 - 2008	Mazda	Mazda6 PAB (HAH)
1	2004 - 2008	Mazda	RX8 DAB (HAH)
1	2004 - 2004	Mazda	RX8 PAB (HAH)
1	2006 - 2007	Mazda	Speed6 DAB (HAH)
1	2006 - 2007	Mazda	Speed6 PAB (HAH)
1	2004 - 2006	Mitsubishi	Lancer Evolution PAB (HAH)
1	2004 - 2006	Mitsubishi	Lancer PAB (HAH)
1	2004 - 2004	Mitsubishi	Lancer Sportback PAB (HAH)
1	2002 - 2003	Nissan	Pathfinder PAB (HAH)
1	2002 - 2003	Nissan	Sentra PAB (HAH)
1	2003 - 2007	Pontiac	Vibe PAB (HAH)
1	2004 - 2005	Subaru	Impreza/WRX/STI PAB (HAH)
1	2005 - 2008	Subaru	Legacy/Outback PAB (HAH)
1	2003 - 2007	Toyota	Corolla PAB (HAH)
1	2003 - 2007	Toyota	Matrix PAB (HAH)
1	2005 - 2007	Toyota	Sequoia PAB (HAH)
1	2005 - 2006	Toyota	Tundra PAB (HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
2	2003 - 2006	Acura	MDX DAB (HAH)
2	2003 - 2006	Acura	MDX DAB (Non-HAH)
2	2003 - 2005	Acura	MDX PAB (HAH)
2	2003 - 2005	Acura	MDX PAB (Non-HAH)
2	2002 - 2006	BMW	3 Series, M3 DAB (Non-HAH)
2	2000 - 2001	BMW	3 Series, M3 PAB (HAH)
2	2002 - 2006	BMW	3 Series, M3 PAB (Non-HAH)
2	2002 - 2003	BMW	5 Series, M5 DAB (HAH)
2	2002 - 2003	BMW	5 Series, M5 DAB (Non-HAH)
2	2003 - 2004	BMW	X5 SAV DAB (HAH)
2	2003 - 2004	BMW	X5 SAV DAB (Non-HAH)
2	2007 - 2008	Chevrolet/GMC	Silverado/Sierra HD PAB (HAH)
2	2009 - 2010	Chrysler	300, 300C, SRT8 DAB (HAH)
2	2006 - 2010	Chrysler	300, 300C, SRT8 DAB (Non-HAH)
2	2007 - 2008	Chrysler	Aspen DAB (HAH)
2	2007 - 2008	Chrysler	Aspen DAB (Non-HAH)
2	2009 - 2010	Dodge	Challenger DAB (HAH)
2	2008 - 2010	Dodge	Challenger DAB (Non-HAH)
2	2009 - 2010	Dodge	Charger DAB (HAH)
2	2006 - 2010	Dodge	Charger DAB (Non-HAH)
2	2006 - 2011	Dodge	Dakota Pickup DAB (HAH)
2	2005 - 2011	Dodge	Dakota Pickup DAB (Non-HAH)
2	2006 - 2008	Dodge	Durango DAB (HAH)
2	2004 - 2008	Dodge	Durango DAB (Non-HAH)
2	2006 - 2008	Dodge	Magnum DAB (Non-HAH)
2	2006 - 2009	Dodge	RAM 1500, 2500, 3500 Pickup DAB (HAH)
2	2004 - 2009	Dodge	RAM 1500, 2500, 3500 Pickup DAB (Non-HAH)
2	2003 - 2003	Dodge	RAM 1500, 2500, 3500 Pickup PAB (HAH)
2	2003 - 2003	Dodge	RAM 1500, 2500, 3500 Pickup PAB (Non-HAH)
2	2007 - 2009	Dodge	RAM 3500 Cab Chassis DAB (HAH)
2	2007 - 2009	Dodge	RAM 3500 Cab Chassis DAB (Non-HAH)
2	2006 - 2009	Dodge	RAM 3500 Pickup DAB (HAH)
2	2006 - 2009	Dodge	RAM 3500 Pickup DAB (Non-HAH)
2	2008 - 2010	Dodge	RAM 4500, 5500 Cab Chassis DAB (HAH)
2	2008 - 2010	Dodge	RAM 4500, 5500 Cab Chassis DAB (Non-HAH)
2	2007 - 2008	Dodge	Sprinter PAB (Non-HAH)
2	2005 - 2006	Ford	GT DAB (HAH)
2	2005 - 2006	Ford	GT DAB (Non-HAH)
2	2009 - 2014	Ford	Mustang DAB (HAH)
2	2005 - 2008	Ford	Mustang DAB (Non-HAH)
2	2006 - 2006	Ford	Ranger PAB (HAH)
2	2007 - 2008	Freightliner	Sprinter PAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
2	2004 - 2007	Honda	ACCORD DAB (HAH)
2	2004 - 2007	Honda	ACCORD DAB (Non-HAH)
2	2004 - 2007	Honda	ACCORD PAB (HAH)
2	2004 - 2007	Honda	ACCORD PAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC DAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC HYBRID DAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC HYBRID PAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC NGV DAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC NGV PAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC PAB (Non-HAH)
2	2003 - 2006	Honda	CR-V DAB (Non-HAH)
2	2003 - 2005	Honda	CR-V PAB (Non-HAH)
2	2007 - 2011	Honda	ELEMENT DAB (HAH)
2	2003 - 2007	Honda	ELEMENT DAB (Non-HAH)
2	2003 - 2004	Honda	ELEMENT PAB (Non-HAH)
2	2003 - 2004	Honda	ODYSSEY DAB (HAH)
2	2002 - 2004	Honda	ODYSSEY DAB (Non-HAH)
2	2003 - 2004	Honda	ODYSSEY PAB (HAH)
2	2002 - 2004	Honda	ODYSSEY PAB (Non-HAH)
2	2004 - 2004	Honda	PILOT PAB (HAH)
2	2006 - 2006	Honda	RIDGELINE DAB (Non-HAH)
2	2006 - 2006	Honda	RIDGELINE PAB (Non-HAH)
2	2003 - 2003	Infiniti	FX35 PAB (HAH)
2	2003 - 2003	Infiniti	FX45 PAB (HAH)
2	2001 - 2001	Infiniti	I30 PAB (HAH)
2	2002 - 2003	Infiniti	I35 PAB (HAH)
2	2002 - 2003	Infiniti	QX4 PAB (Non-HAH)
2	2007 - 2007	Lexus	SC430 PAB (Non-HAH)
2	2004 - 2006	Mazda	B-Series PAB (HAH)
2	2003 - 2008	Mazda	Mazda6 DAB (Non-HAH)
2	2003 - 2008	Mazda	Mazda6 PAB (Non-HAH)
2	2004 - 2005	Mazda	MPV PAB (HAH)
2	2004 - 2004	Mazda	RX8 DAB (Non-HAH)
2	2005 - 2005	Mazda	RX8 PAB (HAH)
2	2004 - 2004	Mazda	RX8 PAB (Non-HAH)
2	2006 - 2007	Mazda	Speed6 DAB (Non-HAH)
2	2006 - 2007	Mazda	Speed6 PAB (Non-HAH)
2	2004 - 2006	Mitsubishi	Lancer Evolution PAB (Non-HAH)
2	2004 - 2006	Mitsubishi	Lancer PAB (Non-HAH)
2	2004 - 2004	Mitsubishi	Lancer Sportback PAB (Non-HAH)
2	2006 - 2009	Mitsubishi	Raider DAB (HAH)
2	2006 - 2009	Mitsubishi	Raider DAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
2	2001 - 2003	Nissan	Maxima PAB (HAH)
2	2004 - 2004	Nissan	Pathfinder PAB (HAH)
2	2002 - 2004	Nissan	Pathfinder PAB (Non-HAH)
2	2004 - 2006	Nissan	Sentra PAB (HAH)
2	2002 - 2006	Nissan	Sentra PAB (Non-HAH)
2	2003 - 2007	Pontiac	Vibe PAB (Non-HAH)
2	2008 - 2009	Sterling	Bullet DAB (HAH)
2	2008 - 2009	Sterling	Bullet DAB (Non-HAH)
2	2005 - 2005	Subaru	Baja PAB (HAH)
2	2003 - 2004	Subaru	Legacy/Outback/Baja PAB (HAH)
2	2003 - 2007	Toyota	Corolla PAB (Non-HAH)
2	2003 - 2007	Toyota	Matrix PAB (Non-HAH)
2	2004 - 2005	Toyota	RAV4 DAB (HAH)
2	2004 - 2005	Toyota	RAV4 DAB (Non-HAH)
2	2002 - 2004	Toyota	Sequoia PAB (HAH)
2	2005 - 2007	Toyota	Sequoia PAB (Non-HAH)
2	2003 - 2004	Toyota	Tundra PAB (HAH)
2	2005 - 2006	Toyota	Tundra PAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
3	2005 - 2005	Acura	RL PAB (HAH)
3	2005 - 2005	Acura	RL PAB (Non-HAH)
3	2000 - 2001	BMW	3 Series, M3 PAB (Non-HAH)
3	2007 - 2008	Chevrolet/GMC	Silverado/Sierra HD PAB (Non-HAH)
3	2005 - 2006	Ford	GT DAB (Non-HAH)
3	2005 - 2008	Ford	Mustang DAB (HAH)
3	2005 - 2014	Ford	Mustang DAB (Non-HAH)
3	2004 - 2006	Ford	Ranger PAB (Non-HAH)
3	2005 - 2005	GM-Saab	9-2X PAB (Non-HAH)
3	2008 - 2011	Honda	ELEMENT DAB (Non-HAH)
3	2004 - 2005	Infiniti	FX35 PAB (HAH)
3	2003 - 2003	Infiniti	FX35 PAB (Non-HAH)
3	2004 - 2005	Infiniti	FX45 PAB (HAH)
3	2003 - 2003	Infiniti	FX45 PAB (Non-HAH)
3	2001 - 2001	Infiniti	I30 PAB (Non-HAH)
3	2004 - 2004	Infiniti	I35 PAB (HAH)
3	2002 - 2003	Infiniti	I35 PAB (Non-HAH)
3	2006 - 2006	Infiniti	M45 PAB (HAH)
3	2002 - 2006	Lexus	SC430 PAB (HAH)
3	2002 - 2006	Lexus	SC430 PAB (Non-HAH)
3	2004 - 2006	Mazda	B-Series PAB (Non-HAH)
3	2004 - 2008	Mazda	RX8 DAB (Non-HAH)
3	2004 - 2004	Mazda	RX8 PAB (Non-HAH)
3	2001 - 2003	Nissan	Maxima PAB (Non-HAH)
3	2004 - 2005	Subaru	Impreza/WRX/STI PAB (Non-HAH)
3	2005 - 2008	Subaru	Legacy/Outback PAB (Non-HAH)
3	2003 - 2004	Subaru	Legacy/Outback/Baja PAB (Non-HAH)
3	2002 - 2004	Toyota	Sequoia PAB (Non-HAH)
3	2003 - 2004	Toyota	Tundra PAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
4	2003 - 2006	Acura	MDX PAB (A)
4	2003 - 2006	Acura	MDX PAB (Non-A)
4	2007 - 2009	Acura	RDX DAB (A)
4	2005 - 2011	Acura	RL DAB (A)
4	2005 - 2009	Acura	RL DAB (Non-A)
4	2005 - 2011	Acura	RL PAB (A)
4	2005 - 2009	Acura	RL PAB (Non-A)
4	2009 - 2009	Acura	TL DAB (A)
4	2009 - 2009	Acura	TSX PAB (A)
4	2010 - 2011	Acura	ZDX DAB (A)
4	2010 - 2011	Acura	ZDX PAB (A)
4	2006 - 2009	Audi	A3 DAB (A)
4	2007 - 2009	Audi	A4 Cabriolet DAB (A)
4	2009 - 2009	Audi	Audi Q5 DAB (A)
4	2008 - 2008	Audi	RS 4 Cabriolet DAB (A)
4	2007 - 2009	Audi	S4 Cabriolet DAB (A)
4	2008 - 2009	BMW	1 Series DAB (A)
4	2006 - 2009	BMW	3 Series DAB (A)
4	2007 - 2009	BMW	X3 DAB (A)
4	2007 - 2009	BMW	X5 DAB (A)
4	2007 - 2009	BMW	X5 PAB (A)
4	2008 - 2009	BMW	X6 DAB (A)
4	2008 - 2009	BMW	X6 PAB (A)
4	2005 - 2012	Chrysler	300 PAB (A)
4	2007 - 2009	Chrysler	Aspen PAB (A)
4	2007 - 2008	Chrysler	Crossfire DAB (A)
4	2008 - 2012	Dodge	Challenger PAB (A)
4	2008 - 2009	Dodge	Challenger PAB (Non-A)
4	2006 - 2012	Dodge	Charger PAB (A)
4	2005 - 2011	Dodge	Dakota PAB (A)
4	2004 - 2009	Dodge	Durango PAB (A)
4	2005 - 2008	Dodge	Magnum PAB (A)
4	2005 - 2008	Dodge	Magnum PAB (Non-A)
4	2004 - 2008	Dodge	Ram 1500/2500/3500 Pickup PAB (A)
4	2005 - 2009	Dodge	Ram 2500 Pickup PAB (A)
4	2007 - 2010	Dodge	Ram 3500 Cab Chassis PAB (A)
4	2006 - 2009	Dodge	Ram 3500 Pickup PAB (A)
4	2008 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (A)
4	2009 - 2009	Dodge	Sprinter PAB (A)
4	2009 - 2009	Dodge	Sprinter PAB (Non-A)
4	2009 - 2009	Ferrari	California PAB (A)
4	2005 - 2006	Ford	GT PAB (A)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
4	2005 - 2006	Ford	GT PAB (Non-A)
4	2005 - 2011	Ford	Mustang PAB (A)
4	2005 - 2008	Ford	Mustang PAB (Non-A)
4	2004 - 2006	Ford	Ranger DAB (A)
4	2004 - 2006	Ford	Ranger DAB (Non-A)
4	2007 - 2009	Freightliner	Sprinter DAB (A)
4	2007 - 2009	Freightliner	Sprinter DAB (Non-A)
4	2009 - 2009	Freightliner	Sprinter PAB (A)
4	2009 - 2009	Freightliner	Sprinter PAB (Non-A)
4	2008 - 2009	Honda	ACCORD PAB (A)
4	2006 - 2009	Honda	CIVIC HYBRID PAB (A)
4	2006 - 2009	Honda	CIVIC NGV PAB (A)
4	2006 - 2009	Honda	CIVIC PAB (A)
4	2007 - 2011	Honda	CR-V DAB (A)
4	2007 - 2009	Honda	CR-V DAB (Non-A)
4	2005 - 2011	Honda	CR-V PAB (A)
4	2005 - 2009	Honda	CR-V PAB (Non-A)
4	2003 - 2011	Honda	ELEMENT PAB (A)
4	2003 - 2009	Honda	ELEMENT PAB (Non-A)
4	2010 - 2011	Honda	FCX CLARITY DAB (A)
4	2010 - 2011	Honda	FCX CLARITY PAB (A)
4	2009 - 2011	Honda	FIT DAB (A)
4	2009 - 2009	Honda	FIT DAB (Non-A)
4	2007 - 2011	Honda	FIT PAB (A)
4	2009 - 2009	Honda	FIT PAB (Non-A)
4	2010 - 2011	Honda	INSIGHT DAB (A)
4	2010 - 2011	Honda	INSIGHT PAB (A)
4	2002 - 2004	Honda	ODYSSEY PAB (A)
4	2002 - 2004	Honda	ODYSSEY PAB (Non-A)
4	2003 - 2009	Honda	PILOT PAB (A)
4	2003 - 2008	Honda	PILOT PAB (Non-A)
4	2007 - 2011	Honda	RIDGELINE DAB (A)
4	2007 - 2009	Honda	RIDGELINE DAB (Non-A)
4	2006 - 2011	Honda	RIDGELINE PAB (A)
4	2006 - 2009	Honda	RIDGELINE PAB (Non-A)
4	2009 - 2009	Jaguar	XF PAB (A)
4	2007 - 2012	Jeep	Wrangler PAB (A)
4	2007 - 2009	Land Rover	Range Rover PAB (A)
4	2007 - 2009	Lexus	ES350 PAB (A)
4	2008 - 2009	Lexus	IS F PAB (A)
4	2006 - 2009	Lexus	IS250 PAB (A)
4	2006 - 2009	Lexus	IS350 PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
4	2004 - 2006	Mazda	B-Series DAB (A)
4	2004 - 2006	Mazda	B-Series DAB (Non-A)
4	2003 - 2008	Mazda	Mazda6 PAB (A)
4	2006 - 2007	Mazda	Mazdaspeed6 PAB (A)
4	2004 - 2008	Mazda	RX8 PAB (A)
4	2005 - 2009	Mercedes-Benz	C-Class DAB (A)
4	2008 - 2009	Mercedes-Benz	C-Class PAB (A)
4	2009 - 2009	Mercedes-Benz	GL-Class DAB (A)
4	2009 - 2009	Mercedes-Benz	ML-Class DAB (A)
4	2009 - 2009	Mercedes-Benz	R-Class DAB (A)
4	2007 - 2008	Mercedes-Benz	SLK-Class DAB (A)
4	2006 - 2007	Mitsubishi	Lancer PAB (A)
4	2006 - 2009	Mitsubishi	Raider PAB (A)
4	2007 - 2009	Nissan	Versa Hatchback PAB (A)
4	2007 - 2009	Nissan	Versa Sedan PAB (A)
4	2009 - 2009	Pontiac	Vibe PAB (A)
4	2006 - 2009	Saab	9-3 DAB (A)
4	2006 - 2009	Saab	9-5 DAB (A)
4	2008 - 2009	Saturn	Astra DAB (A)
4	2008 - 2009	Scion	xB PAB (A)
4	2008 - 2009	Sterling	Bullet DAB (A)
4	2008 - 2009	Sterling	Bullet DAB (Non-A)
4	2003 - 2005	Subaru	Baja PAB (A)
4	2003 - 2004	Subaru	Legacy PAB (A)
4	2003 - 2004	Subaru	Outback PAB (A)
4	2009 - 2009	Toyota	Corolla Matrix PAB (A)
4	2009 - 2009	Toyota	Corolla PAB (A)
4	2006 - 2009	Toyota	Yaris HB PAB (A)
4	2007 - 2009	Toyota	Yaris PAB (A)
4	2009 - 2009	Volkswagen	CC DAB (A)
4	2009 - 2009	Volkswagen	GTI DAB (A)
4	2006 - 2008	Volkswagen	Passat Sedan DAB (A)
4	2007 - 2008	Volkswagen	Passat Wagon DAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
5	2013 - 2016	Acura	ILX DAB (A)
5	2013 - 2014	Acura	ILX HYBRID DAB (A)
5	2010 - 2016	Acura	RDX DAB (A)
5	2007 - 2009	Acura	RDX DAB (Non-A)
5	2012 - 2012	Acura	RL DAB (A)
5	2010 - 2011	Acura	RL DAB (Non-A)
5	2010 - 2011	Acura	RL PAB (Non-A)
5	2010 - 2014	Acura	TL DAB (A)
5	2009 - 2009	Acura	TL DAB (Non-A)
5	2010 - 2011	Acura	TSX PAB (A)
5	2009 - 2009	Acura	TSX PAB (Non-A)
5	2012 - 2013	Acura	ZDX DAB (A)
5	2010 - 2011	Acura	ZDX DAB (Non-A)
5	2010 - 2011	Acura	ZDX PAB (Non-A)
5	2010 - 2013	Audi	A3 DAB (A)
5	2006 - 2009	Audi	A3 DAB (Non-A)
5	2005 - 2008	Audi	A4 Avant PAB (A)
5	2007 - 2009	Audi	A4 Cabriolet DAB (Non-A)
5	2007 - 2009	Audi	A4 Cabriolet PAB (A)
5	2005 - 2008	Audi	A4 Sedan PAB (A)
5	2010 - 2012	Audi	A5 Cabriolet DAB (A)
5	2006 - 2009	Audi	A6 Avant PAB (A)
5	2005 - 2009	Audi	A6 Sedan PAB (A)
5	2010 - 2012	Audi	Audi Q5 DAB (A)
5	2009 - 2009	Audi	Audi Q5 DAB (Non-A)
5	2008 - 2008	Audi	RS 4 Cabriolet DAB (Non-A)
5	2008 - 2008	Audi	RS 4 Cabriolet PAB (A)
5	2007 - 2008	Audi	RS 4 Sedan PAB (A)
5	2005 - 2008	Audi	S4 Avant PAB (A)
5	2007 - 2009	Audi	S4 Cabriolet DAB (Non-A)
5	2007 - 2009	Audi	S4 Cabriolet PAB (A)
5	2005 - 2008	Audi	S4 Sedan PAB (A)
5	2010 - 2012	Audi	S5 Cabriolet DAB (A)
5	2007 - 2009	Audi	S6 Sedan PAB (A)
5	2010 - 2013	BMW	1 Series DAB (A)
5	2008 - 2009	BMW	1 Series DAB (Non-A)
5	2010 - 2013	BMW	3 Series DAB (A)
5	2006 - 2009	BMW	3 Series DAB (Non-A)
5	2013 - 2015	BMW	X1 DAB (A)
5	2010 - 2010	BMW	X3 DAB (A)
5	2007 - 2009	BMW	X3 DAB (Non-A)
5	2010 - 2011	BMW	X5 DAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
5	2007 - 2009	BMW	X5 DAB (Non-A)
5	2010 - 2011	BMW	X5 PAB (A)
5	2007 - 2008	BMW	X5 PAB (Non-A)
5	2010 - 2011	BMW	X6 DAB (A)
5	2008 - 2009	BMW	X6 DAB (Non-A)
5	2010 - 2011	BMW	X6 Hybrid DAB (A)
5	2010 - 2011	BMW	X6 Hybrid PAB (A)
5	2010 - 2011	BMW	X6 PAB (A)
5	2008 - 2008	BMW	X6 PAB (Non-A)
5	2005 - 2012	Chrysler	300 PAB (Non-A)
5	2007 - 2009	Chrysler	Aspen PAB (Non-A)
5	2007 - 2008	Chrysler	Crossfire DAB (Non-A)
5	2010 - 2012	Dodge	Challenger PAB (Non-A)
5	2006 - 2012	Dodge	Charger PAB (Non-A)
5	2005 - 2011	Dodge	Dakota PAB (Non-A)
5	2004 - 2009	Dodge	Durango PAB (Non-A)
5	2004 - 2008	Dodge	Ram 1500/2500/3500 Pickup PAB (Non-A)
5	2005 - 2009	Dodge	Ram 2500 Pickup PAB (Non-A)
5	2007 - 2010	Dodge	Ram 3500 Cab Chassis PAB (Non-A)
5	2006 - 2009	Dodge	Ram 3500 Pickup PAB (Non-A)
5	2008 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (Non-A)
5	2010 - 2011	Ferrari	458 Italia PAB (A)
5	2010 - 2011	Ferrari	California PAB (A)
5	2007 - 2009	Ford	Edge PAB (A)
5	2006 - 2009	Ford	Fusion PAB (A)
5	2007 - 2009	Ford	Ranger PAB (A)
5	2010 - 2012	Freightliner	Sprinter DAB (A)
5	2010 - 2012	Freightliner	Sprinter DAB (Non-A)
5	2010 - 2011	Freightliner	Sprinter PAB (A)
5	2010 - 2011	Freightliner	Sprinter PAB (Non-A)
5	2010 - 2011	Honda	ACCORD PAB (A)
5	2008 - 2009	Honda	ACCORD PAB (Non-A)
5	2010 - 2011	Honda	CIVIC HYBRID PAB (A)
5	2006 - 2009	Honda	CIVIC HYBRID PAB (Non-A)
5	2010 - 2011	Honda	CIVIC NGV PAB (A)
5	2006 - 2009	Honda	CIVIC NGV PAB (Non-A)
5	2010 - 2011	Honda	CIVIC PAB (A)
5	2006 - 2009	Honda	CIVIC PAB (Non-A)
5	2010 - 2011	Honda	CROSSTOUR PAB (A)
5	2010 - 2011	Honda	CR-V DAB (Non-A)
5	2010 - 2011	Honda	CR-V PAB (Non-A)
5	2011 - 2015	Honda	CR-Z DAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
5	2010 - 2011	Honda	ELEMENT PAB (Non-A)
5	2012 - 2014	Honda	FCX CLARITY DAB (A)
5	2012 - 2013	Honda	FIT DAB (A)
5	2010 - 2011	Honda	FIT DAB (Non-A)
5	2013 - 2014	Honda	FIT EV DAB (A)
5	2007 - 2011	Honda	FIT PAB (Non-A)
5	2012 - 2014	Honda	INSIGHT DAB (A)
5	2010 - 2011	Honda	INSIGHT DAB (Non-A)
5	2010 - 2011	Honda	INSIGHT PAB (Non-A)
5	2010 - 2011	Honda	PILOT PAB (A)
5	2009 - 2009	Honda	PILOT PAB (Non-A)
5	2012 - 2014	Honda	RIDGELINE DAB (A)
5	2010 - 2011	Honda	RIDGELINE DAB (Non-A)
5	2010 - 2011	Honda	RIDGELINE PAB (Non-A)
5	2003 - 2005	Infiniti	FX PAB (A)
5	2003 - 2004	Infiniti	I35 PAB (A)
5	2010 - 2010	Jaguar	XF PAB (A)
5	2007 - 2012	Jeep	Wrangler PAB (Non-A)
5	2010 - 2010	Land Rover	Range Rover PAB (A)
5	2007 - 2008	Land Rover	Range Rover PAB (Non-A)
5	2010 - 2010	Lexus	ES350 PAB (A)
5	2007 - 2008	Lexus	ES350 PAB (Non-A)
5	2010 - 2010	Lexus	GX460 PAB (A)
5	2010 - 2010	Lexus	IS F PAB (A)
5	2008 - 2008	Lexus	IS F PAB (Non-A)
5	2010 - 2010	Lexus	IS250 PAB (A)
5	2006 - 2008	Lexus	IS250 PAB (Non-A)
5	2010 - 2010	Lexus	IS250C PAB (A)
5	2010 - 2010	Lexus	IS350 PAB (A)
5	2006 - 2008	Lexus	IS350 PAB (Non-A)
5	2010 - 2010	Lexus	IS350C PAB (A)
5	2007 - 2009	Lincoln	MKX PAB (A)
5	2006 - 2009	Lincoln	Zephyr/MKZ PAB (A)
5	2007 - 2009	Mazda	B-Series PAB (A)
5	2007 - 2009	Mazda	CX7 PAB (A)
5	2007 - 2009	Mazda	CX9 PAB (A)
5	2009 - 2009	Mazda	Mazda6 PAB (A)
5	2003 - 2008	Mazda	Mazda6 PAB (Non-A)
5	2006 - 2007	Mazda	Mazdaspeed6 PAB (Non-A)
5	2004 - 2006	Mazda	MPV PAB (A)
5	2009 - 2009	Mazda	RX8 PAB (A)
5	2004 - 2008	Mazda	RX8 PAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
5	2010 - 2011	Mercedes-Benz	C-Class DAB (A)
5	2005 - 2009	Mercedes-Benz	C-Class DAB (Non-A)
5	2010 - 2011	Mercedes-Benz	C-Class PAB (A)
5	2008 - 2008	Mercedes-Benz	C-Class PAB (Non-A)
5	2011 - 2011	Mercedes-Benz	E-Class Cabrio DAB (A)
5	2011 - 2011	Mercedes-Benz	E-Class Cabrio PAB (A)
5	2010 - 2011	Mercedes-Benz	E-Class Coupe DAB (A)
5	2010 - 2011	Mercedes-Benz	E-Class Coupe PAB (A)
5	2010 - 2011	Mercedes-Benz	E-Class DAB (A)
5	2010 - 2012	Mercedes-Benz	GL-Class DAB (A)
5	2009 - 2009	Mercedes-Benz	GL-Class DAB (Non-A)
5	2010 - 2012	Mercedes-Benz	GLK Class DAB (A)
5	2010 - 2011	Mercedes-Benz	GLK Class PAB (A)
5	2010 - 2011	Mercedes-Benz	ML-Class DAB (A)
5	2009 - 2009	Mercedes-Benz	ML-Class DAB (Non-A)
5	2010 - 2012	Mercedes-Benz	R-Class DAB (A)
5	2009 - 2009	Mercedes-Benz	R-Class DAB (Non-A)
5	2007 - 2008	Mercedes-Benz	SLK-Class DAB (Non-A)
5	2011 - 2014	Mercedes-Benz	SLS-Class DAB (A)
5	2011 - 2011	Mercedes-Benz	SLS-Class DAB (Non-A)
5	2011 - 2011	Mercedes-Benz	SLS-Class PAB (A)
5	2010 - 2012	Mercedes-Benz	Sprinter DAB (A)
5	2010 - 2012	Mercedes-Benz	Sprinter DAB (Non-A)
5	2010 - 2011	Mercedes-Benz	Sprinter PAB (A)
5	2010 - 2011	Mercedes-Benz	Sprinter PAB (Non-A)
5	2006 - 2009	Mercury	Milan PAB (A)
5	2006 - 2007	Mitsubishi	Lancer PAB (Non-A)
5	2006 - 2009	Mitsubishi	Raider PAB (Non-A)
5	2010 - 2011	Nissan	Versa Hatchback PAB (A)
5	2007 - 2008	Nissan	Versa Hatchback PAB (Non-A)
5	2010 - 2011	Nissan	Versa Sedan PAB (A)
5	2007 - 2008	Nissan	Versa Sedan PAB (Non-A)
5	2010 - 2010	Pontiac	Vibe PAB (A)
5	2006 - 2006	Saab	9-2X PAB (A)
5	2006 - 2009	Saab	9-3 DAB (Non-A)
5	2006 - 2009	Saab	9-5 DAB (Non-A)
5	2008 - 2009	Saturn	Astra DAB (Non-A)
5	2010 - 2010	Scion	xB PAB (A)
5	2008 - 2008	Scion	xB PAB (Non-A)
5	2006 - 2006	Subaru	Baja PAB (A)
5	2003 - 2005	Subaru	Baja PAB (Non-A)
5	2009 - 2009	Subaru	Forester PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
5	2006 - 2009	Subaru	Impreza PAB (A)
5	2009 - 2009	Subaru	Legacy PAB (A)
5	2003 - 2004	Subaru	Legacy PAB (Non-A)
5	2009 - 2009	Subaru	Outback PAB (A)
5	2003 - 2004	Subaru	Outback PAB (Non-A)
5	2006 - 2009	Subaru	Tribeca PAB (A)
5	2010 - 2010	Toyota	4Runner PAB (A)
5	2010 - 2010	Toyota	Corolla Matrix PAB (A)
5	2010 - 2010	Toyota	Corolla PAB (A)
5	2010 - 2010	Toyota	Yaris HB PAB (A)
5	2007 - 2008	Toyota	Yaris HB PAB (Non-A)
5	2010 - 2010	Toyota	Yaris PAB (A)
5	2007 - 2008	Toyota	Yaris PAB (Non-A)
5	2010 - 2014	Volkswagen	CC DAB (A)
5	2009 - 2009	Volkswagen	CC DAB (Non-A)
5	2010 - 2014	Volkswagen	Eos DAB (A)
5	2010 - 2014	Volkswagen	Golf DAB (A)
5	2013 - 2013	Volkswagen	Golf R DAB (A)
5	2010 - 2013	Volkswagen	GTI DAB (A)
5	2012 - 2014	Volkswagen	Passat DAB (A)
5	2010 - 2010	Volkswagen	Passat Sedan DAB (A)
5	2006 - 2009	Volkswagen	Passat Sedan DAB (Non-A)
5	2010 - 2010	Volkswagen	Passat Wagon DAB (A)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
6	2013 - 2016	Acura	ILX DAB (Non-A)
6	2013 - 2014	Acura	ILX HYBRID DAB (Non-A)
6	2010 - 2016	Acura	RDX DAB (Non-A)
6	2012 - 2012	Acura	RL DAB (Non-A)
6	2010 - 2014	Acura	TL DAB (Non-A)
6	2010 - 2011	Acura	TSX PAB (Non-A)
6	2012 - 2013	Acura	ZDX DAB (Non-A)
6	2010 - 2013	Audi	A3 DAB (Non-A)
6	2005 - 2008	Audi	A4 Avant PAB (Non-A)
6	2007 - 2008	Audi	A4 Cabriolet PAB (Non-A)
6	2005 - 2008	Audi	A4 Sedan PAB (Non-A)
6	2010 - 2012	Audi	A5 Cabriolet DAB (Non-A)
6	2010 - 2011	Audi	A6 Avant PAB (A)
6	2006 - 2008	Audi	A6 Avant PAB (Non-A)
6	2010 - 2011	Audi	A6 Sedan PAB (A)
6	2005 - 2008	Audi	A6 Sedan PAB (Non-A)
6	2010 - 2012	Audi	Audi Q5 DAB (Non-A)
6	2008 - 2008	Audi	RS 4 Cabriolet PAB (Non-A)
6	2007 - 2008	Audi	RS 4 Sedan PAB (Non-A)
6	2005 - 2008	Audi	S4 Avant PAB (Non-A)
6	2007 - 2008	Audi	S4 Cabriolet PAB (Non-A)
6	2005 - 2008	Audi	S4 Sedan PAB (Non-A)
6	2010 - 2012	Audi	S5 Cabriolet DAB (Non-A)
6	2010 - 2011	Audi	S6 Sedan PAB (A)
6	2007 - 2008	Audi	S6 Sedan PAB (Non-A)
6	2010 - 2013	BMW	1 Series DAB (Non-A)
6	2010 - 2013	BMW	3 Series DAB (Non-A)
6	2013 - 2015	BMW	X1 DAB (Non-A)
6	2010 - 2010	BMW	X3 DAB (Non-A)
6	2012 - 2013	BMW	X5 DAB (A)
6	2010 - 2013	BMW	X5 DAB (Non-A)
6	2012 - 2014	BMW	X6 DAB (A)
6	2010 - 2014	BMW	X6 DAB (Non-A)
6	2010 - 2011	BMW	X6 Hybrid DAB (Non-A)
6	2007 - 2011	Cadillac	Escalade ESV PAB (A)
6	2007 - 2008	Cadillac	Escalade ESV PAB (Non-A)
6	2007 - 2011	Cadillac	Escalade EXT PAB (A)
6	2007 - 2008	Cadillac	Escalade EXT PAB (Non-A)
6	2007 - 2011	Cadillac	Escalade PAB (A)
6	2007 - 2008	Cadillac	Escalade PAB (Non-A)
6	2007 - 2011	Chevrolet	Avalanche PAB (A)
6	2007 - 2008	Chevrolet	Avalanche PAB (Non-A)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
6	2009 - 2011	Chevrolet	Silverado HD PAB (A)
6	2007 - 2011	Chevrolet	Silverado LD PAB (A)
6	2007 - 2008	Chevrolet	Silverado LD PAB (Non-A)
6	2007 - 2011	Chevrolet	Suburban PAB (A)
6	2007 - 2008	Chevrolet	Suburban PAB (Non-A)
6	2007 - 2011	Chevrolet	Tahoe PAB (A)
6	2007 - 2008	Chevrolet	Tahoe PAB (Non-A)
6	2010 - 2011	Ferrari	458 Italia PAB (Non-A)
6	2009 - 2011	Ferrari	California PAB (Non-A)
6	2010 - 2010	Ford	Edge PAB (A)
6	2007 - 2008	Ford	Edge PAB (Non-A)
6	2010 - 2011	Ford	Fusion PAB (A)
6	2006 - 2008	Ford	Fusion PAB (Non-A)
6	2010 - 2011	Ford	Ranger PAB (A)
6	2007 - 2008	Ford	Ranger PAB (Non-A)
6	2013 - 2014	Freightliner	Sprinter DAB (A)
6	2013 - 2014	Freightliner	Sprinter DAB (Non-A)
6	2009 - 2011	GMC	Sierra HD PAB (A)
6	2007 - 2011	GMC	Sierra LD PAB (A)
6	2007 - 2008	GMC	Sierra LD PAB (Non-A)
6	2007 - 2011	GMC	Yukon PAB (A)
6	2007 - 2008	GMC	Yukon PAB (Non-A)
6	2007 - 2011	GMC	Yukon XL PAB (A)
6	2007 - 2008	GMC	Yukon XL PAB (Non-A)
6	2010 - 2011	Honda	ACCORD PAB (Non-A)
6	2010 - 2011	Honda	CIVIC HYBRID PAB (Non-A)
6	2010 - 2011	Honda	CIVIC NGV PAB (Non-A)
6	2010 - 2011	Honda	CIVIC PAB (Non-A)
6	2010 - 2011	Honda	CROSSTOUR PAB (Non-A)
6	2011 - 2015	Honda	CR-Z DAB (Non-A)
6	2012 - 2013	Honda	FIT DAB (Non-A)
6	2013 - 2014	Honda	FIT EV DAB (Non-A)
6	2012 - 2014	Honda	INSIGHT DAB (Non-A)
6	2010 - 2011	Honda	PILOT PAB (Non-A)
6	2012 - 2014	Honda	RIDGELINE DAB (Non-A)
6	2006 - 2008	Infiniti	FX PAB (A)
6	2003 - 2008	Infiniti	FX PAB (Non-A)
6	2003 - 2004	Infiniti	I35 PAB (Non-A)
6	2006 - 2010	Infiniti	M PAB (A)
6	2006 - 2008	Infiniti	M PAB (Non-A)
6	2011 - 2011	Jaguar	XF PAB (A)
6	2011 - 2011	Land Rover	Range Rover PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
6	2011 - 2011	Lexus	ES350 PAB (A)
6	2011 - 2011	Lexus	GX460 PAB (A)
6	2011 - 2011	Lexus	IS F PAB (A)
6	2011 - 2011	Lexus	IS250 PAB (A)
6	2011 - 2011	Lexus	IS250C PAB (A)
6	2011 - 2011	Lexus	IS350 PAB (A)
6	2011 - 2011	Lexus	IS350C PAB (A)
6	2010 - 2010	Lincoln	MKX PAB (A)
6	2007 - 2008	Lincoln	MKX PAB (Non-A)
6	2010 - 2011	Lincoln	Zephyr/MKZ PAB (A)
6	2006 - 2008	Lincoln	Zephyr/MKZ PAB (Non-A)
6	2007 - 2008	Mazda	B-Series PAB (Non-A)
6	2010 - 2011	Mazda	CX7 PAB (A)
6	2007 - 2008	Mazda	CX7 PAB (Non-A)
6	2010 - 2011	Mazda	CX9 PAB (A)
6	2007 - 2008	Mazda	CX9 PAB (Non-A)
6	2010 - 2011	Mazda	Mazda6 PAB (A)
6	2004 - 2006	Mazda	MPV PAB (Non-A)
6	2010 - 2011	Mazda	RX8 PAB (A)
6	2010 - 2011	Mercedes-Benz	C-Class DAB (Non-A)
6	2011 - 2011	Mercedes-Benz	E-Class Cabrio DAB (A)
6	2010 - 2011	Mercedes-Benz	E-Class Coupe DAB (Non-A)
6	2010 - 2011	Mercedes-Benz	E-Class DAB (Non-A)
6	2010 - 2012	Mercedes-Benz	GL-Class DAB (Non-A)
6	2010 - 2012	Mercedes-Benz	GLK Class DAB (Non-A)
6	2010 - 2011	Mercedes-Benz	ML-Class DAB (Non-A)
6	2010 - 2012	Mercedes-Benz	R-Class DAB (Non-A)
6	2012 - 2014	Mercedes-Benz	SLS-Class DAB (Non-A)
6	2013 - 2014	Mercedes-Benz	Sprinter DAB (A)
6	2013 - 2014	Mercedes-Benz	Sprinter DAB (Non-A)
6	2010 - 2011	Mercury	Milan PAB (A)
6	2006 - 2008	Mercury	Milan PAB (Non-A)
6	2006 - 2006	Saab	9-2X PAB (Non-A)
6	2010 - 2011	Saab	9-3 DAB (A)
6	2010 - 2011	Saab	9-3 DAB (Non-A)
6	2011 - 2011	Scion	xB PAB (A)
6	2003 - 2004, 2006	Subaru	Baja PAB (Non-A)
6	2010 - 2011	Subaru	Forester PAB (A)
6	2010 - 2011	Subaru	Impreza PAB (A)
6	2006 - 2008	Subaru	Impreza PAB (Non-A)
6	2010 - 2011	Subaru	Legacy PAB (A)
6	2003 - 2004	Subaru	Legacy PAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
6	2010 - 2011	Subaru	Outback PAB (A)
6	2003 - 2004	Subaru	Outback PAB (Non-A)
6	2010 - 2011	Subaru	Tribeca PAB (A)
6	2006 - 2008	Subaru	Tribeca PAB (Non-A)
6	2011 - 2011	Toyota	4Runner PAB (A)
6	2011 - 2011	Toyota	Corolla Matrix PAB (A)
6	2011 - 2011	Toyota	Corolla PAB (A)
6	2011 - 2011	Toyota	Sienna PAB (A)
6	2011 - 2011	Toyota	Yaris HB PAB (A)
6	2011 - 2011	Toyota	Yaris PAB (A)
6	2010 - 2014	Volkswagen	CC DAB (Non-A)
6	2010 - 2014	Volkswagen	Eos DAB (Non-A)
6	2010 - 2014	Volkswagen	Golf DAB (Non-A)
6	2011 - 2013	Volkswagen	GTI DAB (Non-A)
6	2012 - 2014	Volkswagen	Passat DAB (Non-A)
6	2010 - 2010	Volkswagen	Passat Sedan DAB (Non-A)
6	2006 - 2008	Volkswagen	Passat Wagon DAB (Non-A)
6	2010 - 2010	Volkswagen	Passat Wagon DAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
7	2012 - 2012	Acura	RL PAB (A)
7	2012 - 2012	Acura	TSX PAB (A)
7	2012 - 2012	Acura	ZDX PAB (A)
7	2012 - 2012	BMW	X5 PAB (A)
7	2012 - 2012	BMW	X6 PAB (A)
7	2012 - 2012	Cadillac	Escalade ESV PAB (A)
7	2012 - 2012	Cadillac	Escalade EXT PAB (A)
7	2012 - 2012	Cadillac	Escalade PAB (A)
7	2012 - 2012	Chevrolet	Avalanche PAB (A)
7	2012 - 2012	Chevrolet	Silverado HD PAB (A)
7	2012 - 2012	Chevrolet	Silverado LD PAB (A)
7	2012 - 2012	Chevrolet	Suburban PAB (A)
7	2012 - 2012	Chevrolet	Tahoe PAB (A)
7	2012 - 2012	Ferrari	458 Italia PAB (A)
7	2012 - 2012	Ferrari	458 Spider PAB (A)
7	2012 - 2012	Ferrari	California PAB (A)
7	2012 - 2012	Ferrari	FF PAB (A)
7	2012 - 2012	Fisker	Karma PAB (A)
7	2012 - 2012	Ford	Fusion PAB (A)
7	2012 - 2012	Ford	Mustang PAB (A)
7	2012 - 2012	GMC	Sierra HD PAB (A)
7	2012 - 2012	GMC	Sierra LD PAB (A)
7	2012 - 2012	GMC	Yukon PAB (A)
7	2012 - 2012	GMC	Yukon XL PAB (A)
7	2012 - 2012	Honda	ACCORD PAB (A)
7	2012 - 2012	Honda	CROSSTOUR PAB (A)
7	2012 - 2012	Honda	FCX CLARITY PAB (A)
7	2012 - 2012	Honda	FIT PAB (A)
7	2012 - 2012	Honda	INSIGHT PAB (A)
7	2012 - 2012	Honda	PILOT PAB (A)
7	2012 - 2012	Honda	RIDGELINE PAB (A)
7	2012 - 2012	Jaguar	XF PAB (A)
7	2012 - 2012	Land Rover	Range Rover PAB (A)
7	2012 - 2012	Lexus	ES350 PAB (A)
7	2012 - 2012	Lexus	GX460 PAB (A)
7	2012 - 2012	Lexus	IS250/350 PAB (A)
7	2012 - 2012	Lexus	IS250C/350C PAB (A)
7	2012 - 2012	Lexus	IS-F PAB (A)
7	2012 - 2012	Lexus	LFA PAB (A)
7	2012 - 2012	Lincoln	Zephyr/MKZ PAB (A)
7	2012 - 2012	Mazda	CX7 PAB (A)
7	2012 - 2012	Mazda	CX9 PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
7	2012 - 2012	McLaren	MP4-12C PAB (A)
7	2011 - 2011	McLaren	P1TM PAB (A)
7	2012 - 2012	Mercedes-Benz	C-Class PAB (A)
7	2012 - 2012	Mercedes-Benz	E-Class Cabrio PAB (A)
7	2012 - 2012	Mercedes-Benz	E-Class Coupe PAB (A)
7	2012 - 2012	Mercedes-Benz	GLK Class PAB (A)
7	2012 - 2012	Mercedes-Benz	SLS-Class PAB (A)
7	2012, 2014	Mitsubishi	i-MiEV PAB (A)
7	2012 - 2012	Nissan	Versa PAB (A)
7	2012 - 2012	Scion	xB PAB (A)
7	2012 - 2012	Subaru	Forester PAB (A)
7	2012 - 2012	Subaru	Legacy PAB (A)
7	2012 - 2012	Subaru	Outback PAB (A)
7	2012 - 2012	Subaru	Tribeca PAB (A)
7	2012 - 2012	Subaru	WRX/STI PAB (A)
7	2012 - 2012	Tesla	Model S PAB (A)
7	2012 - 2012	Toyota	4Runner PAB (A)
7	2012 - 2012	Toyota	Corolla PAB (A)
7	2012 - 2012	Toyota	Matrix PAB (A)
7	2012 - 2012	Toyota	Sienna PAB (A)
7	2012 - 2012	Toyota	Yaris (Sedan) PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2006 - 2006	Acura	MDX PAB (C)
8	2009 - 2009	Acura	RL PAB (B)
8	2010 - 2010	Acura	RL PAB (B)
8	2006 - 2008	Acura	RL PAB (C)
8	2009 - 2009	Acura	RL PAB (C)
8	2009 - 2009	Acura	TSX PAB (B)
8	2005 - 2008	Audi	A4 Avant PAB (C)
8	2009 - 2009	Audi	A4 Cabriolet PAB (B)
8	2007 - 2008	Audi	A4 Cabriolet PAB (C)
8	2005 - 2008	Audi	A4 Sedan PAB (C)
8	2009 - 2009	Audi	A6 Avant PAB (B)
8	2006 - 2008	Audi	A6 Avant PAB (C)
8	2009 - 2009	Audi	A6 Sedan PAB (B)
8	2005 - 2008	Audi	A6 Sedan PAB (C)
8	2008 - 2008	Audi	RS 4 Cabriolet PAB (C)
8	2007 - 2008	Audi	RS 4 Sedan PAB (C)
8	2005 - 2008	Audi	S4 Avant PAB (C)
8	2009 - 2009	Audi	S4 Cabriolet PAB (B)
8	2007 - 2009	Audi	S4 Cabriolet PAB (C)
8	2005 - 2008	Audi	S4 Sedan PAB (C)
8	2009 - 2009	Audi	S6 Sedan PAB (B)
8	2007 - 2008	Audi	S6 Sedan PAB (C)
8	2009 - 2009	BMW	X5 PAB (B)
8	2007 - 2008	BMW	X5 PAB (C)
8	2009 - 2009	BMW	X6 PAB (B)
8	2008 - 2008	BMW	X6 PAB (C)
8	2009 - 2009	Cadillac	Escalade ESV PAB (B)
8	2007 - 2008	Cadillac	Escalade ESV PAB (C)
8	2009 - 2009	Cadillac	Escalade EXT PAB (B)
8	2007 - 2008	Cadillac	Escalade EXT PAB (C)
8	2009 - 2009	Cadillac	Escalade PAB (B)
8	2007 - 2008	Cadillac	Escalade PAB (C)
8	2009 - 2009	Chevrolet	Avalanche PAB (B)
8	2007 - 2008	Chevrolet	Avalanche PAB (C)
8	2009 - 2009	Chevrolet	Silverado HD PAB (B)
8	2009 - 2009	Chevrolet	Silverado LD PAB (B)
8	2007 - 2008	Chevrolet	Silverado LD PAB (C)
8	2009 - 2009	Chevrolet	Suburban PAB (B)
8	2007 - 2008	Chevrolet	Suburban PAB (C)
8	2009 - 2009	Chevrolet	Tahoe PAB (B)
8	2007 - 2008	Chevrolet	Tahoe PAB (C)
8	2012 - 2012	Ferrari	458 Italia PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2012 - 2012	Ferrari	458 Italia PAB (C)
8	2012 - 2012	Ferrari	458 Spider PAB (B)
8	2012 - 2012	Ferrari	458 Spider PAB (C)
8	2012 - 2012	Ferrari	California PAB (B)
8	2012 - 2012	Ferrari	California PAB (C)
8	2012 - 2012	Ferrari	FF PAB (B)
8	2012 - 2012	Ferrari	FF PAB (C)
8	2009 - 2009	Ford	Edge PAB (B)
8	2007 - 2008	Ford	Edge PAB (C)
8	2009 - 2009	Ford	Fusion PAB (B)
8	2006 - 2008	Ford	Fusion PAB (C)
8	2005 - 2006	Ford	GT PAB (C)
8	2009 - 2009	Ford	Mustang PAB (B)
8	2005 - 2008	Ford	Mustang PAB (C)
8	2009 - 2009	Ford	Ranger PAB (B)
8	2007 - 2008	Ford	Ranger PAB (C)
8	2009 - 2009	Freightliner	Sprinter PAB (B)
8	2007 - 2008	Freightliner	Sprinter PAB (C)
8	2009 - 2009	GMC	Sierra HD PAB (B)
8	2009 - 2009	GMC	Sierra LD PAB (B)
8	2007 - 2008	GMC	Sierra LD PAB (C)
8	2009 - 2009	GMC	Yukon PAB (B)
8	2007 - 2008	GMC	Yukon PAB (C)
8	2009 - 2009	GMC	Yukon XL PAB (B)
8	2007 - 2008	GMC	Yukon XL PAB (C)
8	2009 - 2009	Honda	ACCORD PAB (B)
8	2008 - 2008	Honda	ACCORD PAB (C)
8	2009 - 2009	Honda	CIVIC HYBRID PAB (B)
8	2006 - 2008	Honda	CIVIC HYBRID PAB (C)
8	2009 - 2009	Honda	CIVIC NGV PAB (B)
8	2006 - 2008	Honda	CIVIC NGV PAB (C)
8	2009 - 2009	Honda	CIVIC PAB (B)
8	2006 - 2008	Honda	CIVIC PAB (C)
8	2009 - 2009	Honda	CR-V PAB (B)
8	2006 - 2008	Honda	CR-V PAB (C)
8	2009 - 2009	Honda	ELEMENT PAB (B)
8	2005 - 2008	Honda	ELEMENT PAB (C)
8	2009 - 2009	Honda	FIT PAB (B)
8	2007 - 2008	Honda	FIT PAB (C)
8	2009 - 2009	Honda	PILOT PAB (B)
8	2006 - 2008	Honda	PILOT PAB (C)
8	2009 - 2009	Honda	RIDGELINE PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2007 - 2008	Honda	RIDGELINE PAB (C)
8	2006 - 2008	Infiniti	FX PAB (C)
8	2009 - 2009	Infiniti	M PAB (B)
8	2008 - 2008	Infiniti	M PAB (C)
8	2009 - 2009	Jaguar	XF PAB (B)
8	2009 - 2009	Land Rover	Range Rover PAB (B)
8	2007 - 2008	Land Rover	Range Rover PAB (C)
8	2009 - 2009	Lexus	ES350 PAB (B)
8	2007 - 2008	Lexus	ES350 PAB (C)
8	2009 - 2009	Lexus	IS250/350 PAB (B)
8	2006 - 2008	Lexus	IS250/350 PAB (C)
8	2009 - 2009	Lexus	IS-F PAB (B)
8	2008 - 2008	Lexus	IS-F PAB (C)
8	2009 - 2009	Lincoln	MKX PAB (B)
8	2007 - 2008	Lincoln	MKX PAB (C)
8	2009 - 2009	Lincoln	Zephyr/MKZ PAB (B)
8	2006 - 2008	Lincoln	Zephyr/MKZ PAB (C)
8	2009 - 2009	Mazda	B-Series PAB (B)
8	2007 - 2008	Mazda	B-Series PAB (C)
8	2009 - 2009	Mazda	CX7 PAB (B)
8	2007 - 2008	Mazda	CX7 PAB (C)
8	2009 - 2009	Mazda	CX9 PAB (B)
8	2007 - 2008	Mazda	CX9 PAB (C)
8	2009 - 2009	Mazda	Mazda6 PAB (B)
8	2005 - 2006	Mazda	MPV PAB (C)
8	2009 - 2009	Mazda	RX8 PAB (B)
8	2012 - 2012	McLaren	MP4-12C PAB (B)
8	2012 - 2012	McLaren	MP4-12C PAB (C)
8	2008 - 2008	Mercedes-Benz	C-Class PAB (C)
8	2009 - 2009	Mercury	Milan PAB (B)
8	2006 - 2008	Mercury	Milan PAB (C)
8	2012, 2014	Mitsubishi	i-MiEV PAB (B)
8	2012, 2014	Mitsubishi	i-MiEV PAB (C)
8	2009 - 2009	Nissan	Versa PAB (B)
8	2008 - 2008	Nissan	Versa PAB (C)
8	2009 - 2009	Pontiac	Vibe PAB (B)
8	2006 - 2006	Saab	9-2x PAB (C)
8	2009 - 2009	Scion	xB PAB (B)
8	2008 - 2008	Scion	xB PAB (C)
8	2005 - 2006	Subaru	Baja PAB (C)
8	2009 - 2009	Subaru	Forester PAB (B)
8	2009 - 2009	Subaru	Impreza PAB (B)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2006 - 2008	Subaru	Impreza PAB (C)
8	2009 - 2009	Subaru	Legacy PAB (B)
8	2009 - 2009	Subaru	Outback PAB (B)
8	2009 - 2009	Subaru	Tribeca PAB (B)
8	2006 - 2008	Subaru	Tribeca PAB (C)
8	2009 - 2009	Toyota	Corolla PAB (B)
8	2009 - 2009	Toyota	Matrix PAB (B)
8	2009 - 2009	Toyota	Yaris (Hatch Back) PAB (B)
8	2007 - 2008	Toyota	Yaris (Hatch Back) PAB (C)
8	2009 - 2009	Toyota	Yaris (Sedan) PAB (B)
8	2007 - 2008	Toyota	Yaris (Sedan) PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2011 - 2012	Acura	RL PAB (B)
9	2010 - 2012	Acura	RL PAB (C)
9	2013 - 2013	Acura	TSX PAB (A)
9	2014 - 2014	Acura	TSX PAB (A)
9	2010 - 2010	Acura	TSX PAB (B)
9	2011 - 2014	Acura	TSX PAB (B)
9	2009 - 2009	Acura	TSX PAB (C)
9	2013 - 2013	Acura	ZDX PAB (A)
9	2010 - 2010	Acura	ZDX PAB (B)
9	2009 - 2009	Audi	A4 Cabriolet PAB (C)
9	2010 - 2010	Audi	A6 Avant PAB (B)
9	2009 - 2009	Audi	A6 Avant PAB (C)
9	2010 - 2010	Audi	A6 Sedan PAB (B)
9	2009 - 2009	Audi	A6 Sedan PAB (C)
9	2010 - 2010	Audi	S6 Sedan PAB (B)
9	2009 - 2009	Audi	S6 Sedan PAB (C)
9	2013 - 2013	BMW	X5 PAB (A)
9	2010 - 2010	BMW	X5 PAB (B)
9	2009 - 2011	BMW	X5 PAB (C)
9	2010 - 2010	BMW	X6 Hybrid PAB (B)
9	2013 - 2013	BMW	X6 PAB (A)
9	2010 - 2010	BMW	X6 PAB (B)
9	2009 - 2009	BMW	X6 PAB (C)
9	2013 - 2013	Cadillac	Escalade ESV PAB (A)
9	2010 - 2010	Cadillac	Escalade ESV PAB (B)
9	2009 - 2009	Cadillac	Escalade ESV PAB (C)
9	2013 - 2013	Cadillac	Escalade EXT PAB (A)
9	2010 - 2010	Cadillac	Escalade EXT PAB (B)
9	2009 - 2009	Cadillac	Escalade EXT PAB (C)
9	2013 - 2013	Cadillac	Escalade PAB (A)
9	2010 - 2010	Cadillac	Escalade PAB (B)
9	2009 - 2009	Cadillac	Escalade PAB (C)
9	2013 - 2013	Chevrolet	Avalanche PAB (A)
9	2010 - 2010	Chevrolet	Avalanche PAB (B)
9	2009 - 2009	Chevrolet	Avalanche PAB (C)
9	2013 - 2013	Chevrolet	Silverado HD PAB (A)
9	2010 - 2010	Chevrolet	Silverado HD PAB (B)
9	2009 - 2009	Chevrolet	Silverado HD PAB (C)
9	2013 - 2013	Chevrolet	Silverado LD PAB (A)
9	2010 - 2010	Chevrolet	Silverado LD PAB (B)
9	2009 - 2009	Chevrolet	Silverado LD PAB (C)
9	2013 - 2013	Chevrolet	Suburban PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2010 - 2010	Chevrolet	Suburban PAB (B)
9	2009 - 2009	Chevrolet	Suburban PAB (C)
9	2013 - 2013	Chevrolet	Tahoe PAB (A)
9	2010 - 2010	Chevrolet	Tahoe PAB (B)
9	2009 - 2009	Chevrolet	Tahoe PAB (C)
9	2013 - 2013	Chrysler	300 PAB (A)
9	2010 - 2010	Chrysler	300 PAB (B)
9	2009 - 2009	Chrysler	300 PAB (C)
9	2009 - 2009	Chrysler	Aspen PAB (C)
9	2013 - 2013	Dodge	Challenger PAB (A)
9	2010 - 2010	Dodge	Challenger PAB (B)
9	2009 - 2009	Dodge	Challenger PAB (C)
9	2013 - 2013	Dodge	Charger PAB (A)
9	2010 - 2010	Dodge	Charger PAB (B)
9	2009 - 2009	Dodge	Charger PAB (C)
9	2010 - 2010	Dodge	Dakota PAB (B)
9	2009 - 2009	Dodge	Dakota PAB (C)
9	2009 - 2009	Dodge	Durango PAB (C)
9	2009 - 2009	Dodge	Ram 2500 Pickup PAB (C)
9	2010 - 2010	Dodge	Ram 3500 Cab Chassis PAB (B)
9	2009 - 2009	Dodge	Ram 3500 Cab Chassis PAB (C)
9	2009 - 2009	Dodge	Ram 3500 Pickup PAB (C)
9	2010 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (B)
9	2009 - 2009	Dodge	Ram 4500/5500 Cab Chassis PAB (C)
9	2013 - 2013	Ferrari	458 Italia PAB (A)
9	2013 - 2013	Ferrari	458 Italia PAB (B)
9	2013 - 2013	Ferrari	458 Italia PAB (C)
9	2013 - 2013	Ferrari	458 Spider PAB (A)
9	2013 - 2013	Ferrari	458 Spider PAB (B)
9	2013 - 2013	Ferrari	458 Spider PAB (C)
9	2013 - 2013	Ferrari	California PAB (A)
9	2013 - 2013	Ferrari	California PAB (B)
9	2013 - 2013	Ferrari	California PAB (C)
9	2013 - 2013	Ferrari	F12 PAB (A)
9	2013 - 2013	Ferrari	F12 PAB (B)
9	2013 - 2013	Ferrari	F12 PAB (C)
9	2013 - 2013	Ferrari	FF PAB (A)
9	2013 - 2013	Ferrari	FF PAB (B)
9	2013 - 2013	Ferrari	FF PAB (C)
9	2010 - 2010	Ford	Edge PAB (B)
9	2009 - 2009	Ford	Edge PAB (C)
9	2010 - 2010	Ford	Fusion PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2009 - 2009	Ford	Fusion PAB (C)
9	2013 - 2013	Ford	Mustang PAB (A)
9	2010 - 2010	Ford	Mustang PAB (B)
9	2009 - 2009	Ford	Mustang PAB (C)
9	2010 - 2010	Ford	Ranger PAB (B)
9	2009 - 2009	Ford	Ranger PAB (C)
9	2010 - 2010	Freightliner	Sprinter PAB (B)
9	2009 - 2009	Freightliner	Sprinter PAB (C)
9	2013 - 2013	GMC	Sierra HD PAB (A)
9	2010 - 2010	GMC	Sierra HD PAB (B)
9	2009 - 2009	GMC	Sierra HD PAB (C)
9	2013 - 2013	GMC	Sierra LD PAB (A)
9	2010 - 2010	GMC	Sierra LD PAB (B)
9	2009 - 2009	GMC	Sierra LD PAB (C)
9	2013 - 2013	GMC	Yukon PAB (A)
9	2010 - 2010	GMC	Yukon PAB (B)
9	2009 - 2009	GMC	Yukon PAB (C)
9	2013 - 2013	GMC	Yukon XL PAB (A)
9	2010 - 2010	GMC	Yukon XL PAB (B)
9	2009 - 2009	GMC	Yukon XL PAB (C)
9	2010 - 2010	Honda	ACCORD PAB (B)
9	2009 - 2009	Honda	ACCORD PAB (C)
9	2010 - 2010	Honda	CIVIC HYBRID PAB (B)
9	2009 - 2009	Honda	CIVIC HYBRID PAB (C)
9	2010 - 2010	Honda	CIVIC NGV PAB (B)
9	2009 - 2009	Honda	CIVIC NGV PAB (C)
9	2010 - 2010	Honda	CIVIC PAB (B)
9	2009 - 2009	Honda	CIVIC PAB (C)
9	2013 - 2013	Honda	CROSSTOUR PAB (A)
9	2010 - 2010	Honda	CROSSTOUR PAB (B)
9	2010 - 2010	Honda	CR-V PAB (B)
9	2009 - 2009	Honda	CR-V PAB (C)
9	2010 - 2010	Honda	ELEMENT PAB (B)
9	2009 - 2009	Honda	ELEMENT PAB (C)
9	2013 - 2013	Honda	FCX CLARITY PAB (A)
9	2013 - 2013	Honda	FIT EV PAB (A)
9	2013 - 2013	Honda	FIT PAB (A)
9	2010 - 2010	Honda	FIT PAB (B)
9	2009 - 2009	Honda	FIT PAB (C)
9	2013 - 2013	Honda	INSIGHT PAB (A)
9	2010 - 2010	Honda	INSIGHT PAB (B)
9	2013 - 2013	Honda	PILOT PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2010 - 2010	Honda	PILOT PAB (B)
9	2009 - 2009	Honda	PILOT PAB (C)
9	2013 - 2013	Honda	RIDGELINE PAB (A)
9	2010 - 2010	Honda	RIDGELINE PAB (B)
9	2009 - 2009	Honda	RIDGELINE PAB (C)
9	2010 - 2010	Infiniti	M PAB (B)
9	2009 - 2009	Infiniti	M PAB (C)
9	2013 - 2013	Jaguar	XF PAB (A)
9	2010 - 2010	Jaguar	XF PAB (B)
9	2009 - 2009	Jaguar	XF PAB (C)
9	2013 - 2013	Jeep	Wrangler PAB (A)
9	2010 - 2010	Jeep	Wrangler PAB (B)
9	2009 - 2009	Jeep	Wrangler PAB (C)
9	2010 - 2010	Land Rover	Range Rover PAB (B)
9	2009 - 2009	Land Rover	Range Rover PAB (C)
9	2010 - 2010	Lexus	ES350 PAB (B)
9	2009 - 2009	Lexus	ES350 PAB (C)
9	2013 - 2013	Lexus	GX460 PAB (A)
9	2010 - 2010	Lexus	GX460 PAB (B)
9	2013 - 2013	Lexus	IS250/350 PAB (A)
9	2010 - 2010	Lexus	IS250/350 PAB (B)
9	2009 - 2009	Lexus	IS250/350 PAB (C)
9	2013 - 2013	Lexus	IS250C/350C PAB (A)
9	2010 - 2010	Lexus	IS250C/350C PAB (B)
9	2013 - 2013	Lexus	IS-F PAB (A)
9	2010 - 2010	Lexus	IS-F PAB (B)
9	2009 - 2009	Lexus	IS-F PAB (C)
9	2010 - 2010	Lincoln	MKX PAB (B)
9	2009 - 2009	Lincoln	MKX PAB (C)
9	2010 - 2010	Lincoln	Zephyr/MKZ PAB (B)
9	2009 - 2009	Lincoln	Zephyr/MKZ PAB (C)
9	2009 - 2009	Mazda	B-Series PAB (C)
9	2010 - 2010	Mazda	CX7 PAB (B)
9	2009 - 2009	Mazda	CX7 PAB (C)
9	2013 - 2013	Mazda	CX9 PAB (A)
9	2010 - 2010	Mazda	CX9 PAB (B)
9	2009 - 2009	Mazda	CX9 PAB (C)
9	2010 - 2010	Mazda	Mazda6 PAB (B)
9	2009 - 2009	Mazda	Mazda6 PAB (C)
9	2010 - 2010	Mazda	RX8 PAB (B)
9	2009 - 2009	Mazda	RX8 PAB (C)
9	2013 - 2013	McLaren	MP4-12C PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2013 - 2013	McLaren	MP4-12C PAB (B)
9	2013 - 2013	McLaren	MP4-12C PAB (C)
9	2013 - 2013	McLaren	P1TM PAB (A)
9	2013 - 2013	Mercedes-Benz	C-Class PAB (A)
9	2010 - 2010	Mercedes-Benz	C-Class PAB (B)
9	2009 - 2009	Mercedes-Benz	C-Class PAB (C)
9	2013 - 2013	Mercedes-Benz	E-Class Cabrio PAB (A)
9	2013 - 2013	Mercedes-Benz	E-Class Coupe PAB (A)
9	2010 - 2010	Mercedes-Benz	E-Class Coupe PAB (B)
9	2013 - 2013	Mercedes-Benz	GLK Class PAB (A)
9	2010 - 2010	Mercedes-Benz	GLK Class PAB (B)
9	2013 - 2013	Mercedes-Benz	SLS-Class PAB (A)
9	2010 - 2010	Mercedes-Benz	Sprinter PAB (B)
9	2010 - 2010	Mercury	Milan PAB (B)
9	2009 - 2009	Mercury	Milan PAB (C)
9	2009 - 2009	Mitsubishi	Raider PAB (C)
9	2010 - 2010	Nissan	Versa PAB (B)
9	2009 - 2009	Nissan	Versa PAB (C)
9	2010 - 2010	Pontiac	Vibe PAB (B)
9	2009 - 2009	Pontiac	Vibe PAB (C)
9	2013 - 2013	Scion	xB PAB (A)
9	2010 - 2010	Scion	xB PAB (B)
9	2009 - 2009	Scion	xB PAB (C)
9	2013 - 2013	Subaru	Forester PAB (A)
9	2010 - 2010	Subaru	Forester PAB (B)
9	2009 - 2009	Subaru	Forester PAB (C)
9	2010 - 2010	Subaru	Impreza PAB (B)
9	2009 - 2009	Subaru	Impreza PAB (C)
9	2013 - 2013	Subaru	Legacy PAB (A)
9	2010 - 2010	Subaru	Legacy PAB (B)
9	2009 - 2009	Subaru	Legacy PAB (C)
9	2013 - 2013	Subaru	Outback PAB (A)
9	2010 - 2010	Subaru	Outback PAB (B)
9	2009 - 2009	Subaru	Outback PAB (C)
9	2013 - 2013	Subaru	Tribeca PAB (A)
9	2010 - 2010	Subaru	Tribeca PAB (B)
9	2009 - 2009	Subaru	Tribeca PAB (C)
9	2013 - 2013	Subaru	WRX/STI PAB (A)
9	2013 - 2013	Tesla	Model S PAB (A)
9	2013 - 2013	Toyota	4Runner PAB (A)
9	2010 - 2010	Toyota	4Runner PAB (B)
9	2013 - 2013	Toyota	Corolla PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2010 - 2010	Toyota	Corolla PAB (B)
9	2009 - 2009	Toyota	Corolla PAB (C)
9	2013 - 2013	Toyota	Matrix PAB (A)
9	2010 - 2010	Toyota	Matrix PAB (B)
9	2009 - 2009	Toyota	Matrix PAB (C)
9	2013 - 2013	Toyota	Sienna PAB (A)
9	2010 - 2010	Toyota	Yaris (Hatch Back) PAB (B)
9	2009 - 2009	Toyota	Yaris (Hatch Back) PAB (C)
9	2010 - 2010	Toyota	Yaris (Sedan) PAB (B)
9	2009 - 2009	Toyota	Yaris (Sedan) PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2010 - 2014	Acura	TSX PAB (C)
10	2011 - 2013	Acura	ZDX PAB (B)
10	2010 - 2013	Acura	ZDX PAB (C)
10	2011 - 2011	Audi	A6 Avant PAB (B)
10	2010 - 2011	Audi	A6 Avant PAB (C)
10	2011 - 2011	Audi	A6 Sedan PAB (B)
10	2010 - 2011	Audi	A6 Sedan PAB (C)
10	2017 - 2017	Audi	R8 DAB (A)
10	2017 - 2017	Audi	R8 DAB (B)
10	2017 - 2017	Audi	R8 DAB (C)
10	2011 - 2011	Audi	S6 Sedan PAB (B)
10	2010 - 2011	Audi	S6 Sedan PAB (C)
10	2016 - 2017	Audi	TT DAB (A)
10	2016 - 2017	Audi	TT DAB (B)
10	2016 - 2017	Audi	TT DAB (C)
10	2015 - 2015	BMW	X1 DAB (A)
10	2015 - 2015	BMW	X1 DAB (B)
10	2015 - 2015	BMW	X1 DAB (C)
10	2011 - 2013	BMW	X5 PAB (B)
10	2012 - 2013	BMW	X5 PAB (C)
10	2011 - 2011	BMW	X6 Hybrid PAB (B)
10	2010 - 2011	BMW	X6 Hybrid PAB (C)
10	2014 - 2014	BMW	X6 PAB (A)
10	2011 - 2014	BMW	X6 PAB (B)
10	2010 - 2014	BMW	X6 PAB (C)
10	2014 - 2014	Cadillac	Escalade ESV PAB (A)
10	2011 - 2014	Cadillac	Escalade ESV PAB (B)
10	2010 - 2014	Cadillac	Escalade ESV PAB (C)
10	2011 - 2013	Cadillac	Escalade EXT PAB (B)
10	2010 - 2013	Cadillac	Escalade EXT PAB (C)
10	2014 - 2014	Cadillac	Escalade PAB (A)
10	2011 - 2014	Cadillac	Escalade PAB (B)
10	2010 - 2014	Cadillac	Escalade PAB (C)
10	2011 - 2013	Chevrolet	Avalanche PAB (B)
10	2010 - 2013	Chevrolet	Avalanche PAB (C)
10	2014 - 2014	Chevrolet	Silverado HD PAB (A)
10	2011 - 2014	Chevrolet	Silverado HD PAB (B)
10	2010 - 2014	Chevrolet	Silverado HD PAB (C)
10	2011 - 2013	Chevrolet	Silverado LD PAB (B)
10	2010 - 2013	Chevrolet	Silverado LD PAB (C)
10	2014 - 2014	Chevrolet	Suburban PAB (A)
10	2011 - 2014	Chevrolet	Suburban PAB (B)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
10	2010 - 2014	Chevrolet	Suburban PAB (C)
10	2014 - 2014	Chevrolet	Tahoe PAB (A)
10	2011 - 2014	Chevrolet	Tahoe PAB (B)
10	2010 - 2014	Chevrolet	Tahoe PAB (C)
10	2014 - 2015	Chrysler	300 PAB (A)
10	2011 - 2015	Chrysler	300 PAB (B)
10	2010 - 2015	Chrysler	300 PAB (C)
10	2014 - 2014	Dodge	Challenger PAB (A)
10	2011 - 2014	Dodge	Challenger PAB (B)
10	2010 - 2014	Dodge	Challenger PAB (C)
10	2014 - 2015	Dodge	Charger PAB (A)
10	2011 - 2015	Dodge	Charger PAB (B)
10	2010 - 2015	Dodge	Charger PAB (C)
10	2011 - 2011	Dodge	Dakota PAB (B)
10	2010 - 2011	Dodge	Dakota PAB (C)
10	2010 - 2010	Dodge	Ram 3500 Cab Chassis PAB (C)
10	2010 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (C)
10	2014 - 2015	Ferrari	458 Italia PAB (A)
10	2014 - 2015	Ferrari	458 Italia PAB (B)
10	2014 - 2015	Ferrari	458 Italia PAB (C)
10	2015 - 2015	Ferrari	458 Speciale A PAB (A)
10	2015 - 2015	Ferrari	458 Speciale A PAB (B)
10	2015 - 2015	Ferrari	458 Speciale A PAB (C)
10	2014 - 2015	Ferrari	458 Speciale PAB (A)
10	2014 - 2015	Ferrari	458 Speciale PAB (B)
10	2014 - 2015	Ferrari	458 Speciale PAB (C)
10	2014 - 2015	Ferrari	458 Spider PAB (A)
10	2014 - 2015	Ferrari	458 Spider PAB (B)
10	2014 - 2015	Ferrari	458 Spider PAB (C)
10	2016 - 2017	Ferrari	488 GTB PAB (A)
10	2016 - 2017	Ferrari	488 GTB PAB (B)
10	2016 - 2017	Ferrari	488 GTB PAB (C)
10	2016 - 2017	Ferrari	488 Spider PAB (A)
10	2016 - 2017	Ferrari	488 Spider PAB (B)
10	2016 - 2017	Ferrari	488 Spider PAB (C)
10	2014 - 2014	Ferrari	California PAB (A)
10	2014 - 2014	Ferrari	California PAB (B)
10	2014 - 2014	Ferrari	California PAB (C)
10	2015 - 2017	Ferrari	California T PAB (A)
10	2015 - 2017	Ferrari	California T PAB (B)
10	2015 - 2017	Ferrari	California T PAB (C)
10	2014 - 2017	Ferrari	F12 PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2014 - 2017	Ferrari	F12 PAB (B)
10	2014 - 2017	Ferrari	F12 PAB (C)
10	2016 - 2017	Ferrari	F12 tdf PAB (A)
10	2016 - 2017	Ferrari	F12 tdf PAB (B)
10	2016 - 2017	Ferrari	F12 tdf PAB (C)
10	2016 - 2016	Ferrari	F60 PAB (A)
10	2016 - 2016	Ferrari	F60 PAB (B)
10	2016 - 2016	Ferrari	F60 PAB (C)
10	2014 - 2016	Ferrari	FF PAB (A)
10	2014 - 2016	Ferrari	FF PAB (B)
10	2014 - 2016	Ferrari	FF PAB (C)
10	2017 - 2017	Ferrari	GTC4Lusso PAB (A)
10	2017 - 2017	Ferrari	GTC4Lusso PAB (B)
10	2017 - 2017	Ferrari	GTC4Lusso PAB (C)
10	2012 - 2012	Fisker	Karma PAB (B)
10	2012 - 2012	Fisker	Karma PAB (C)
10	2010 - 2010	Ford	Edge PAB (C)
10	2011 - 2012	Ford	Fusion PAB (B)
10	2010 - 2012	Ford	Fusion PAB (C)
10	2014 - 2014	Ford	Mustang PAB (A)
10	2011 - 2014	Ford	Mustang PAB (B)
10	2010 - 2014	Ford	Mustang PAB (C)
10	2011 - 2011	Ford	Ranger PAB (B)
10	2010 - 2011	Ford	Ranger PAB (C)
10	2015 - 2017	Freightliner	Sprinter DAB (A)
10	2015 - 2017	Freightliner	Sprinter DAB (B)
10	2015 - 2017	Freightliner	Sprinter DAB (C)
10	2011 - 2011	Freightliner	Sprinter PAB (B)
10	2010 - 2011	Freightliner	Sprinter PAB (C)
10	2014 - 2014	GMC	Sierra HD PAB (A)
10	2011 - 2014	GMC	Sierra HD PAB (B)
10	2010 - 2014	GMC	Sierra HD PAB (C)
10	2011 - 2013	GMC	Sierra LD PAB (B)
10	2010 - 2013	GMC	Sierra LD PAB (C)
10	2014 - 2014	GMC	Yukon PAB (A)
10	2011 - 2014	GMC	Yukon PAB (B)
10	2010 - 2014	GMC	Yukon PAB (C)
10	2014 - 2014	GMC	Yukon XL PAB (A)
10	2011 - 2014	GMC	Yukon XL PAB (B)
10	2010 - 2014	GMC	Yukon XL PAB (C)
10	2011 - 2012	Honda	ACCORD PAB (B)
10	2010 - 2012	Honda	ACCORD PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2011 - 2011	Honda	CIVIC HYBRID PAB (B)
10	2010 - 2011	Honda	CIVIC HYBRID PAB (C)
10	2011 - 2011	Honda	CIVIC NGV PAB (B)
10	2010 - 2011	Honda	CIVIC NGV PAB (C)
10	2011 - 2011	Honda	CIVIC PAB (B)
10	2010 - 2011	Honda	CIVIC PAB (C)
10	2014 - 2015	Honda	CROSSTOUR PAB (A)
10	2011 - 2015	Honda	CROSSTOUR PAB (B)
10	2010 - 2015	Honda	CROSSTOUR PAB (C)
10	2011 - 2011	Honda	CR-V PAB (B)
10	2010 - 2011	Honda	CR-V PAB (C)
10	2011 - 2011	Honda	ELEMENT PAB (B)
10	2010 - 2011	Honda	ELEMENT PAB (C)
10	2014 - 2014	Honda	FCX CLARITY PAB (A)
10	2014 - 2014	Honda	FIT EV PAB (A)
10	2011 - 2013	Honda	FIT PAB (B)
10	2010 - 2013	Honda	FIT PAB (C)
10	2014 - 2014	Honda	INSIGHT PAB (A)
10	2011 - 2014	Honda	INSIGHT PAB (B)
10	2010 - 2014	Honda	INSIGHT PAB (C)
10	2014 - 2015	Honda	PILOT PAB (A)
10	2011 - 2015	Honda	PILOT PAB (B)
10	2010 - 2015	Honda	PILOT PAB (C)
10	2014 - 2014	Honda	RIDGELINE PAB (A)
10	2011 - 2014	Honda	RIDGELINE PAB (B)
10	2010 - 2014	Honda	RIDGELINE PAB (C)
10	2010 - 2010	Infiniti	M PAB (C)
10	2014 - 2015	Jaguar	XF PAB (A)
10	2011 - 2015	Jaguar	XF PAB (B)
10	2010 - 2015	Jaguar	XF PAB (C)
10	2014 - 2016	Jeep	Wrangler PAB (A)
10	2011 - 2016	Jeep	Wrangler PAB (B)
10	2010 - 2016	Jeep	Wrangler PAB (C)
10	2011 - 2012	Land Rover	Range Rover PAB (B)
10	2010 - 2012	Land Rover	Range Rover PAB (C)
10	2011 - 2012	Lexus	ES350 PAB (B)
10	2010 - 2012	Lexus	ES350 PAB (C)
10	2014 - 2017	Lexus	GX460 PAB (A)
10	2011 - 2017	Lexus	GX460 PAB (B)
10	2010 - 2017	Lexus	GX460 PAB (C)
10	2011 - 2013	Lexus	IS250/350 PAB (B)
10	2010 - 2013	Lexus	IS250/350 PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2014 - 2015	Lexus	IS250C/350C PAB (A)
10	2011 - 2015	Lexus	IS250C/350C PAB (B)
10	2010 - 2015	Lexus	IS250C/350C PAB (C)
10	2014 - 2014	Lexus	IS-F PAB (A)
10	2011 - 2014	Lexus	IS-F PAB (B)
10	2010 - 2014	Lexus	IS-F PAB (C)
10	2012 - 2012	Lexus	LFA PAB (B)
10	2012 - 2012	Lexus	LFA PAB (C)
10	2010 - 2010	Lincoln	MKX PAB (C)
10	2011 - 2012	Lincoln	Zephyr/MKZ PAB (B)
10	2010 - 2012	Lincoln	Zephyr/MKZ PAB (C)
10	2011 - 2012	Mazda	CX7 PAB (B)
10	2010 - 2012	Mazda	CX7 PAB (C)
10	2014 - 2015	Mazda	CX9 PAB (A)
10	2011 - 2015	Mazda	CX9 PAB (B)
10	2010 - 2015	Mazda	CX9 PAB (C)
10	2011 - 2011	Mazda	Mazda6 PAB (B)
10	2010 - 2011	Mazda	Mazda6 PAB (C)
10	2011 - 2011	Mazda	RX8 PAB (B)
10	2010 - 2011	Mazda	RX8 PAB (C)
10	2016 - 2017	McLaren	570 PAB (A)
10	2016 - 2017	McLaren	570 PAB (B)
10	2016 - 2017	McLaren	570 PAB (C)
10	2015 - 2016	McLaren	650S PAB (A)
10	2015 - 2016	McLaren	650S PAB (B)
10	2015 - 2016	McLaren	650S PAB (C)
10	2016 - 2016	McLaren	675LT PAB (A)
10	2016 - 2016	McLaren	675LT PAB (B)
10	2016 - 2016	McLaren	675LT PAB (C)
10	2014 - 2014	McLaren	MP4-12C PAB (A)
10	2014 - 2014	McLaren	MP4-12C PAB (B)
10	2014 - 2014	McLaren	MP4-12C PAB (C)
10	2014 - 2015	McLaren	P1TM PAB (A)
10	2014 - 2015	McLaren	P1TM PAB (B)
10	2014 - 2015	McLaren	P1TM PAB (C)
10	2014 - 2014	Mercedes-Benz	C-Class PAB (A)
10	2011 - 2014	Mercedes-Benz	C-Class PAB (B)
10	2010 - 2014	Mercedes-Benz	C-Class PAB (C)
10	2014 - 2017	Mercedes-Benz	E-Class Cabrio PAB (A)
10	2011 - 2017	Mercedes-Benz	E-Class Cabrio PAB (B)
10	2011 - 2017	Mercedes-Benz	E-Class Cabrio PAB (C)
10	2014 - 2017	Mercedes-Benz	E-Class Coupe PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2011 - 2017	Mercedes-Benz	E-Class Coupe PAB (B)
10	2010 - 2017	Mercedes-Benz	E-Class Coupe PAB (C)
10	2014 - 2015	Mercedes-Benz	GLK Class PAB (A)
10	2011 - 2015	Mercedes-Benz	GLK Class PAB (B)
10	2010 - 2015	Mercedes-Benz	GLK Class PAB (C)
10	2015 - 2015	Mercedes-Benz	SLS-Class DAB (A)
10	2015 - 2015	Mercedes-Benz	SLS-Class DAB (B)
10	2015 - 2015	Mercedes-Benz	SLS-Class DAB (C)
10	2014 - 2015	Mercedes-Benz	SLS-Class PAB (A)
10	2011 - 2015	Mercedes-Benz	SLS-Class PAB (B)
10	2011 - 2015	Mercedes-Benz	SLS-Class PAB (C)
10	2015 - 2017	Mercedes-Benz	Sprinter DAB (A)
10	2015 - 2017	Mercedes-Benz	Sprinter DAB (B)
10	2015 - 2017	Mercedes-Benz	Sprinter DAB (C)
10	2011 - 2011	Mercedes-Benz	Sprinter PAB (B)
10	2010 - 2011	Mercedes-Benz	Sprinter PAB (C)
10	2011 - 2011	Mercury	Milan PAB (B)
10	2010 - 2011	Mercury	Milan PAB (C)
10	2016 - 2017	Mitsubishi	i-MiEV PAB (A)
10	2016 - 2017	Mitsubishi	i-MiEV PAB (B)
10	2016 - 2017	Mitsubishi	i-MiEV PAB (C)
10	2011 - 2012	Nissan	Versa PAB (B)
10	2010 - 2012	Nissan	Versa PAB (C)
10	2010 - 2010	Pontiac	Vibe PAB (C)
10	2014 - 2015	Scion	xB PAB (A)
10	2011 - 2015	Scion	xB PAB (B)
10	2010 - 2015	Scion	xB PAB (C)
10	2011 - 2013	Subaru	Forester PAB (B)
10	2010 - 2013	Subaru	Forester PAB (C)
10	2011 - 2011	Subaru	Impreza PAB (B)
10	2010 - 2011	Subaru	Impreza PAB (C)
10	2014 - 2014	Subaru	Legacy PAB (A)
10	2011 - 2014	Subaru	Legacy PAB (B)
10	2010 - 2014	Subaru	Legacy PAB (C)
10	2014 - 2014	Subaru	Outback PAB (A)
10	2011 - 2014	Subaru	Outback PAB (B)
10	2010 - 2014	Subaru	Outback PAB (C)
10	2014 - 2014	Subaru	Tribeca PAB (A)
10	2011 - 2014	Subaru	Tribeca PAB (B)
10	2010 - 2014	Subaru	Tribeca PAB (C)
10	2014 - 2014	Subaru	WRX/STI PAB (A)
10	2012 - 2014	Subaru	WRX/STI PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2012 - 2014	Subaru	WRX/STI PAB (C)
10	2014 - 2016	Tesla	Model S PAB (A)
10	2012 - 2016	Tesla	Model S PAB (B)
10	2012 - 2016	Tesla	Model S PAB (C)
10	2014 - 2016	Toyota	4Runner PAB (A)
10	2011 - 2016	Toyota	4Runner PAB (B)
10	2010 - 2016	Toyota	4Runner PAB (C)
10	2011 - 2013	Toyota	Corolla PAB (B)
10	2010 - 2013	Toyota	Corolla PAB (C)
10	2011 - 2013	Toyota	Matrix PAB (B)
10	2010 - 2013	Toyota	Matrix PAB (C)
10	2014 - 2014	Toyota	Sienna PAB (A)
10	2011 - 2014	Toyota	Sienna PAB (B)
10	2011 - 2014	Toyota	Sienna PAB (C)
10	2011 - 2011	Toyota	Yaris (Hatch Back) PAB (B)
10	2010 - 2011	Toyota	Yaris (Hatch Back) PAB (C)
10	2011 - 2012	Toyota	Yaris (Sedan) PAB (B)
10	2010 - 2012	Toyota	Yaris (Sedan) PAB (C)
10	2016 - 2017	Volkswagen	CC DAB (A)
10	2016 - 2017	Volkswagen	CC DAB (A)
10	2016 - 2017	Volkswagen	CC DAB (A)
10	2016 - 2017	Volkswagen	CC DAB (B)
10	2016 - 2017	Volkswagen	CC DAB (B)
10	2016 - 2017	Volkswagen	CC DAB (B)
10	2016 - 2017	Volkswagen	CC DAB (C)
10	2016 - 2017	Volkswagen	CC DAB (C)
10	2016 - 2017	Volkswagen	CC DAB (C)

**END OF ANNEX**

## **EXHIBIT 4**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] FINAL JUDGMENT**

IT IS on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, HEREBY ADJUDGED  
AND DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 54(b) AND 58  
AS FOLLOWS:

(1) On this date, the Court entered a Final Order Approving Class Action Settlement  
(Dkt. No. \_\_); and

(2) For the reasons stated in the Court's Final Order Approving Class Action  
Settlement, judgment is entered in accordance with the Final Order Approving Class Action  
Settlement, and all claims asserted against Nissan Motor Co, Ltd. and Nissan North America, Inc.  
in this Action are dismissed with prejudice, without costs to any party, except as otherwise  
provided in the Final Order Approving Class Action Settlement or in the Settlement Agreement.



**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_ 2023.

---

FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

**EXHIBIT 5**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] FINAL ORDER APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

WHEREAS, the Court, having considered the Settlement Agreement filed on [REDACTED] (the “Settlement Agreement”) between and among the named Recycler Plaintiffs, through Settlement Class Counsel, and Defendants Nissan Motor Co., Ltd. and Nissan North America, Inc. (collectively “Nissan”), the Court’s [REDACTED] Order Granting Preliminary Approval of the Class Settlement, Directing Notice to the Class, and Scheduling Fairness Hearing (Dkt. No. [REDACTED]) (the “Preliminary Approval Order”), having held a Fairness Hearing on [REDACTED], and having considered all of the submissions and arguments with respect to the Settlement Agreement, and otherwise being fully informed, and good cause appearing therefore (all capitalized terms as defined in the Settlement Agreement);

**IT IS HEREBY ORDERED AS FOLLOWS:**

1. This Final Order Approving Class Action Settlement incorporates herein and makes a part hereof, the Settlement Agreement and its exhibits, and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Final Order and accompanying Final Judgment.

2. The Court has personal jurisdiction over all parties in the Action, including but not limited to all Class Members, and has subject matter jurisdiction over the Action, including jurisdiction to approve the Settlement Agreement, grant final certification of the Class, to settle and release all claims released in the Settlement Agreement, and dismiss the recycler/economic loss claims asserted against Nissan in the Actions with prejudice and enter final judgment with respect to Nissan in the Actions. Further, venue is proper in this Court.

**I. THE SETTLEMENT CLASS**

3. Based on the record before the Court, including all submissions in support of the settlement, objections and responses thereto and all prior proceedings in the Action, as well as the Settlement Agreement itself and its related documents and exhibits, the Court hereby confirms the certification of the following nationwide Class (the “Class”) for settlement purposes only:

All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Nissan, its officers, directors, employees and outside counsel; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; and Nissan’s Dealers and their officers and directors; (b) Settlement Class Counsel, Recycler Plaintiffs’ counsel, and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

“Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.

4. The Court finds that only those persons/entities/organizations listed on Appendix B to this Final Order Approving Class Action Settlement have timely and properly excluded themselves from the Class and, therefore, are not bound by this Final Order Approving Class Action Settlement or the accompanying Final Judgment.

5. The Court confirms, for settlement purposes and conditioned upon the entry of the Final Order and Final Judgment and upon the occurrence of the Effective Date, that the Class meets all the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3):

a. *Numerosity.* The Class, which is ascertainable, consists of more than approximately 16,300 members located throughout the United States and satisfies the numerosity requirement of FED. R. CIV. P. 23(a)(1). Joinder of these widely dispersed, numerous Class Members into one suit would be impracticable.

b. *Commonality.* There are some questions of law or fact common to the Class with regard to the alleged activities of Nissan in this case. These issues are sufficient to establish commonality under FED. R. CIV. P. 23(a)(2).

c. *Typicality.* The claims of class representatives are typical of the claims of the Class Members they seek to represent for purposes of settlement.

d. *Adequate Representation.* Recycler Plaintiffs’ interests do not conflict with those of absent members of the Class, and Recycler Plaintiffs’ interests are co-extensive with those of absent Class Members. Additionally, this Court recognizes the experience of Settlement Class Counsel. Recycler Plaintiffs and their counsel have prosecuted this action vigorously on behalf of the Class. The Court finds that the requirement of adequate representation of the Class has been

fully met under FED. R. CIV. P. 23(a)(4).

e. *Predominance of Common Issues.* The questions of law or fact common to the Class Members predominate over any questions affecting any individual Class Member.

f. *Superiority of the Class Action Mechanism.* The class action mechanism provides a superior procedural vehicle for resolution of this matter compared to other available alternatives, at least for purposes of settlement. Class certification promotes efficiency and uniformity of judgment because the many Class Members will not be forced to separately pursue claims or execute settlements in various courts around the country.

6. The designated class representatives are as follows: 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.; Quartno's Auto Salvage and Young's Auto Center and Salvage, LP. The Court finds that these Class Members have adequately represented the Class for purposes of entering into and implementing the Settlement Agreement. The Court appoints Podhurst Orseck, P.A. (Court-appointed Chair Lead Counsel); Boies, Schiller & Flexner L.L.P. and Power, Rogers and Smith, P.C. (Court-appointed Co-Lead Counsel for the Economic Loss Track); and Baron & Budd P.C., Carella Byrne Cecchi Olstein P.C., and Lieff Cabraser Heimann & Bernstein, LLP (Court-appointed Plaintiffs' Steering Committee) on behalf of the Recycler Plaintiffs in the *Takata* MDL as Settlement Class Counsel.

7. In making all of the foregoing findings, the Court has exercised its discretion in certifying the Class.

## **II. NOTICE AND OUTREACH TO CLASS MEMBERS**

8. The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the

circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. CIV. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

9. The Court further finds that Settling Defendants, through the Settlement Notice Administrator, provided notice of the settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety days to comment or object to the Settlement Agreement before entering its Final Order and Final Judgment.

### **III. FINAL APPROVAL OF SETTLEMENT AGREEMENT**

10. The Court finds that the Settlement Agreement resulted from extensive arm's-length good faith negotiations between Settlement Class Counsel and Settling Defendants, through experienced counsel.

11. Pursuant to FED. R. CIV. P. 23(e), the Court hereby finally approves in all respects the Settlement as set forth in the Settlement Agreement and finds that the Settlement Agreement, and all other parts of the settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Class and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act, and any other applicable law. The Court hereby declares that the Settlement Agreement is binding on all Class Members, except those identified on Appendix B. The decisions of the Settlement Special Administrator relating to the review, processing,

determination and payment of Claims submitted pursuant to the Settlement Agreement are final and not appealable.

12. The Court finds that the Settlement Agreement is fair, reasonable and adequate based on the following factors, among other things: (a) there is no fraud or collusion underlying the Settlement Agreement; (b) the complexity, expense, uncertainty and likely duration of litigation in the Action favor settlement on behalf of the Class; (c) the stage of the proceedings and the amount of discovery completed; (d) the probability of the plaintiffs' success on the merits; (e) the range of possible recovery; and (f) the opinions of the class counsel, class representatives, and the substance and amount of opposition to the settlement. *In re Checking Acct. Overdraft Litig.*, 830 F. Supp. 2d 1330, 1345 (S.D. Fla. 2011).

13. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement. In addition, the Parties are authorized to agree to and adopt such amendments and modifications to the Settlement Agreement as: (i) shall be consistent in all material respects with this Final Order Approving Class Action Settlement: and (ii) do not limit the rights of the Class.

14. The Court has considered all objections, timely and proper or otherwise, to the Settlement Agreement and denies and overrules them as without merit.

#### **IV. ATTORNEYS' FEES AND COSTS AND SETTLEMENT INCENTIVE AWARDS TO CLASS REPRESENTATIVES**

15. Class Counsel has not applied for service awards based upon the recent Eleventh Circuit opinion on *Johnson v. NPAS Sols., LLC*, 43 F.4th 1138, (11<sup>th</sup> Cir. 2022).

16. Additionally, the Settlement Agreement provides that Class Counsel may seek reimbursement of up to \$26,867.23 in attorneys' costs, and expenses. Settlement Class Counsel are not seeking any attorneys' fees associated with the settlement of this action. The court finds that costs and expenses incurred by class counsel over the course of this litigation are reasonable, and therefore the application for a total of \$26,867.23 in costs and expenses is **Granted**.



## V. DISMISSAL OF CLAIMS, RELEASE

1. All economic loss claims asserted against Nissan in the Action are hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

2. Upon entry of this Final Order Approving Class Action Settlement and the Final Judgment, class representatives and each Class Member (except those listed on Appendix B), on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind and/or type regarding the subject matter of the Actions and/or the subject Inflators, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert and/or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, and/or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common law, statutory, and/or equitable relief theories, or from any other source, and any claim or potential claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles' airbags containing desiccated or non-desiccated

driver's or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged or described in the Actions or any amendments of the Actions.

3. Notwithstanding the definition of Excluded Parties, the release shall extend to the Released Parties with respect to the Pontiac Vibe and to General Motors for any claims related to the Released Parties for Pontiac Vibe. Any claims against General Motors and all related corporate entities with respect to any other vehicles are not released and are expressly retained by the Class.

4. Class Members are not releasing claims for or arising from personal injury, wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle (other than damage to the Subject Vehicle and/or Inflator itself).

5. If a Class Member who does not timely and properly opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

6. Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.

7. Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of the Settlement Agreement.

8. By not excluding themselves from the Action and to the fullest extent they may lawfully waive such rights, all class representatives are deemed to acknowledge and waive Section 1542 of the Civil Code of the State of California and any law of any state or territory that is equivalent to Section 1542. Section 1542 provides that:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

9. The Court orders that the Settlement Agreement shall be the exclusive remedy for all claims released in the Settlement Agreement for all Class Members not listed on Appendix B.

10. Therefore, except for those listed on Appendix B, all class representatives, Class Members and their representatives are hereby permanently barred and enjoined from, either directly, through their representatives, or in any other capacity instituting, commencing, filing, maintaining, continuing or prosecuting against any of the Released Parties (as that term is defined in the Settlement Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action described. In addition, all class representatives, Class Members and all persons and entities in active concert or participation with Class Members are permanently barred and enjoined from organizing Class Members who have not been excluded from the Class into a separate class for purposes of pursuing, as a purported class action, any lawsuit against the Released Parties based on or relating to the claims and causes of action in the complaint in the Action, or the facts and circumstances relating thereto or the release in the Settlement Agreement. Pursuant to 28 U.S.C. §§1651(a) and 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the settlement as set forth in the Settlement Agreement, and the Action.

11. Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this class action settlement.

## VI. OTHER PROVISIONS

12. Without affecting the finality of this Final Order Approving Class Action Settlement or the accompanying Final Judgment, the Court retains continuing and exclusive jurisdiction over the Action and all matters relating to the administration, consummation, enforcement and interpretation of the Settlement Agreement and of this Final Order Approving Class Action Settlement and the accompanying Final Judgment, to protect and effectuate this Final Order Approving Class Action Settlement and the accompanying Final Judgment, and for any other necessary purpose. The Parties, the class representatives, and each Class Member not listed on Appendix B are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including the exhibits thereto, and only for such purposes.

13. In the event that the Effective Date does not occur, certification of the Class shall be automatically vacated and this Final Order Approving Class Action Settlement and the accompanying Final Judgment, and other orders entered in connection with the Settlement Agreement and releases delivered in connection with the Settlement Agreement, shall be vacated and rendered null and void as provided by the Settlement Agreement.

14. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent with this Final Order Approving Class Action Settlement and the accompanying Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.

15. Nothing in this Final Order Approving Class Action Settlement or the accompanying Final Judgment shall preclude any action in this Court to enforce the terms of the Settlement Agreement.

16. Neither this Final Order Approving Class Action Settlement nor the accompanying Final Judgment (nor any document related to the Settlement Agreement) is or shall be construed as an admission by the Parties. Neither the Settlement Agreement (or its exhibits), this Final Order Approving Class Action Settlement, the accompanying Final Judgment, or any document related to the Settlement Agreement shall be offered in any proceeding as evidence against any of the Parties of any fact or legal claim; provided, however, that Nissan and the Released Parties may file any and all such documents in support of any defense that the Settlement Agreement, this Final Order Approving Class Action Settlement, the accompanying Final Judgment and any other related document is binding on and shall have res judicata, collateral estoppel, and/or preclusive effect in any pending or future lawsuit by any person or entity who is subject to the release described above in Paragraph 23 asserting a released claim against any of the Released Parties.

17. A copy of this Final Order Approving Class Action Settlement shall be filed in, and applies to, each remaining economic loss member action in this multidistrict litigation. Filed concurrently herewith is the Court's Final Judgment. Attached hereto as Appendix A is a list of the Subject Vehicles (identified by make, model, and year) to which these Orders and the Court's Final Judgment apply. Also attached hereto as Appendix B is a list of persons, entities, and organizations who have excluded themselves from (or "opted out" of) the Class.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_ 202\_.

---

FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

**EXHIBIT 6**

AUTHORIZED BY THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

# **If You Have Purchased Certain Vehicles that Have Takata Inflators and/or Takata Inflator-Related Component Parts while Engaged in the Business of Automotive Salvage and/or Recycling, You Could Get Benefits from a Class Action Settlement.**

*Para ver este aviso en español, visit [www.\[website\].com](http://www.[website].com)*

- There is a proposed settlement in a class action lawsuit against Takata Corporation, its affiliates, and those automotive companies to whom Takata supplied certain airbag products. The settlement resolves certain claims against Nissan entities, including, but not limited to, Nissan Motor Co., Ltd., and Nissan North America, Inc. (collectively, “Nissan”) that were based on the inclusion of those Takata airbag products in certain Nissan and Infiniti vehicles (“Nissan vehicles”). The Class Members included in the settlement have legal rights, options and deadlines by which they must exercise them.
- You are included if you purchased certain Nissan or Infiniti vehicles (which are listed in Question 3 below) and currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.
- The proposed settlement provides for an Enhanced Inflator Recovery Program.

Please read this Notice carefully. Your legal rights are affected, whether you act or not. You are encouraged to periodically check the website, [www.\[website\].com](http://www.[website].com), because it will be updated with additional information.

## **A. BASIC INFORMATION**

### **1. What is this Notice about?**

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit and your options and associated deadlines before the Court decides whether to give final approval to the settlement. The name of the lawsuit is *In Re: Takata Airbag Product Liability Litigation*, No. 15-MD-2599-FAM. Takata and several automotive companies, including Nissan, have been named as defendants in the litigation. This Notice explains the lawsuit, the proposed settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the settlement. Benefits will be distributed only if the Court finally approves the settlement and, subject to the terms of the Settlement, the settlement approval is upheld after any appeals. Please be patient and check the website identified in this Notice regularly. Please do not contact Nissan or Infiniti Dealers regarding the details of this settlement while it is pending before the Court.

*Your legal rights may be affected even if you do not act.  
Please read this Notice carefully.*

## YOUR RIGHTS AND CHOICES

<i><b>YOU MAY:</b></i>		<i><b>DATE/CLAIM PERIOD</b></i>
<b>SUBMIT A CLAIM(S)</b>	This is the only way that you can receive cash payments for which you may be eligible from the Enhanced Inflator Recovery Program.	<p><i>Class members will have two years from the date of implementation of the Enhanced Inflator Recovery Program to submit a Claim online or via a smartphone app.</i></p> <p><i>The date of implementation and Final Claim Deadline, when known, will be posted on the Settlement website.</i></p>
<b>OBJECT</b>	If you do not like the proposed Settlement, you can write to the Court and explain why; the Court will consider your objection before deciding whether to approve the Settlement.	<i>[insert date 30 days before Fairness Hearing]</i>
<b>EXCLUDE YOURSELF</b>	Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue Nissan about the issues in your own lawsuit.	<i>[insert date 30 days before Fairness Hearing]</i>
<b>APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING</b>	You are not required to enter an appearance in the lawsuit to participate in the proposed settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the Fairness Hearing about the proposed settlement, if you have previously filed an objection and submitted a timely notice of intention to appear at the Fairness Hearing.	<p><i>Appearance deadline is [insert date 30 days before Fairness Hearing]</i></p> <p><i>The Court will hold the Fairness Hearing at [insert] (ET) on [insert]</i></p>
<b>DO NOTHING</b>	You may not receive settlement benefits that you may otherwise be eligible for and you give up the right to sue Nissan about the issues in the lawsuit.	

### 2. What is the lawsuit about?

The lawsuit alleges that certain automotive companies, including Nissan, manufactured, distributed, or sold certain vehicles containing allegedly defective Takata airbag inflators manufactured by Defendants Takata Corporation and TK Holdings, Inc. The inflators allegedly could, upon deployment, rupture and expel debris or shrapnel into the occupant compartment and/or otherwise affect the airbag's deployment. Plaintiffs allege they overpaid for certain Subject Vehicles as a result of the defect.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**



The lawsuit claims violations of various state consumer protection statutes, among other claims. You can read the Second Amended Consolidated Class Action Complaint filed by certain recyclers by visiting [www.\[website\].com](http://www.[website].com). Nissan denies that it has violated any law, denies liability, and denies that it engaged in any wrongdoing with respect to the manufacture, distribution, or sale of the Subject Vehicles.

On January 13, 2017, the Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it “knowingly devised and participated in a scheme to obtain money and enrich Takata by, among other things, inducing the victim OEMs to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were.” On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud, as part of a settlement with the U.S. Department of Justice. See

The recycler Plaintiffs filed their First Amended Consolidated Class Action Complaint against Defendants on May 18, 2018. In response, the Automotive Defendants filed Motions to Dismiss. The Court granted in part and denied in part the Motions to Dismiss on March 9, 2021. The Court dismissed the following claims against Nissan: RICO claim for the nationwide class; Lanham Act for all Plaintiffs; Fraudulent Concealment and Fraudulent Misrepresentation claims for Tennessee and North Carolina; Violation of the Georgia Uniform Deceptive Trade Practices Act; and Violation of the Tennessee Consumer Protection Act. The claims remaining against Nissan were: Violation of Florida’s Deceptive and Unfair Trade Practices Act; Violation of the North Carolina Unfair and Deceptive Trade Practices Act; Violation of the Texas Deceptive Trade Practices Act; and Fraudulent Concealment and Fraudulent Misrepresentation claims under Georgia, Florida, Missouri, Texas, and Virginia law.

On April 24, 2021, the Plaintiffs filed a Second Amended Class Action Complaint. This Complaint was corrected by Plaintiffs on May 7, 2021, and this is the operative pleading for Plaintiffs’ claims at this time. Nissan answered the Second Amended Class Action Complaint on May 21, 2021.

A detailed description of the legal proceedings, including motions to dismiss, is set forth in the Settlement Agreement, which is on the settlement website [www.\[website\].com](http://www.[website].com).

### 3. What vehicles are included in the settlement?

The following Nissan vehicles (called the “Subject Vehicles”) distributed for sale or lease in the United States, the District of Columbia, Puerto Rico or any other United States territories or possessions are included:

<b><u>Model Years</u></b>	<b><u>Make and Model</u></b>	<b><u>Inflator Type</u></b>
2001 – 2003	Nissan Maxima	PSPI
2002 – 2004	Nissan Pathfinder	SPI
2001 – 2004	Infiniti 130/135	PSPI
2002 – 2006	Nissan Sentra	SPI
2002 – 2003	Infiniti QX4	SPI
2003 – 2008	Infiniti FX35/45	PSPI
2006 – 2010	Infiniti M 35/45	PSPI
2007 – 2017	Nissan Versa Sedan	PSDI-5, PSDI-X,

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

		PSPI-6, PSPI-X, SPI-X
2007 – 2012	Nissan Versa Hatchback	PSPI-6, SPI-X
2009 – 2017	Infiniti QX56/QX80	PSDI-5, SDI-X
2013 – 2017	Nissan Altima	PDP
2014 – 2017	Nissan Versa Note	PSDI-X, PSPI-X, SDI-X
2013 – 2017	Nissan NV 200	PSDI-X, PSPI-X
2013 – 2017	Nissan NYTaxi	PSDI-X, PSPI-X
2008 – 2018	Nissan 370Z / 370Z Roadster	PSPI-X
2009 – 2014	Nissan Cube	PSDI-X
2010 – 2017	Nissan NV	PSDI-5
2013 – 2017	Nissan Armada	PSDI-5
2013 – 2017	Nissan Titan	PSDI-5, PDP
2014 – 2017.5	Nissan Rogue	PDP
2016 – 2017	Nissan Maxima	SDI-X
2017 – 2018	Infiniti QX30	PSDI-X

#### 4. Why is this a class action?

In a class action, “class representatives” sue on behalf of other people or entities who have similar claims. All of these people together are the “Class” or “Class Members” if the Court approves this procedure. Once approved, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

#### 5. Why is there a settlement?

Both sides in the lawsuit agreed to a settlement in order to avoid the cost and risk of further litigation, with the goal of enhanced customer satisfaction. As a result of the settlement, the Class Members can get the benefits of the settlement; in exchange, Nissan receives a release from liability. The settlement does not mean that Nissan broke any laws or did anything wrong. The Court did not decide which side was right. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives/Named Plaintiffs and the lawyers representing them (called “Settlement Class Counsel”) believe that the settlement is in the best interests of all Class Members.

The essential terms of the settlement are summarized in this Notice. The Settlement Agreement along with all exhibits sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

### B. WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Class Member.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

## 6. How do I know if I am part of the settlement?

You are part of the settlement if you are a person or entity that purchased a Subject Vehicle containing a Takata inflator, and you currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts in the United States and the territories and possessions of the United States prior to **[insert date of Preliminary Approval Order]**.

This is called the “Class.” Excluded from this Class are: (a) Nissan, their officers, directors, and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and Nissan’s Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons who or entities which timely and properly exclude themselves from (opt out of) the Class.

**The settlement does not relate to claims for personal injury or property damage to any property other than the Subject Vehicles.**

## 7. I’m still not sure if I’m included in the settlement.

If you are not sure whether you are included in the Class, you may call **1-[phone number]**. Please do not contact Nissan Dealers regarding the settlement while it is pending before the Court as the Court has ordered that all questions be directed to the Settlement Notice Administrator.

## C. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT

### 8. What does the settlement provide? What is the Enhanced Inflator Recovery Program?

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on the settlement website. The Court still has to decide whether to finally approve the settlement.

**The proposed settlement benefits consist of an Enhanced Inflator Recovery Program. Class Members will submit claims to the Settlement Claims Administrator, which will purchase intact, missing, and deployed Inflators in recalled (as of the date of the Settlement Agreement) Subject Vehicles of Class Members. The Inflators that are purchased through the Program will be recovered and destroyed where possible. If you have previously been compensated by Nissan for an Inflator, you cannot be compensated under this Program for the same Inflator.**

**Deadline to Submit Claim:** To receive reimbursement for a Claim, eligible Class Members must submit the Claim during the Claim Period. Class Members will have two years from the date of implementation of the Enhanced Inflator Recovery Program to submit a Claim.

**Obtaining, Completing and Submitting a Claim:** You can complete and submit a Claim either online at [www.coresupply.com](http://www.coresupply.com) or via smartphone app, RAS CorePro Mobile. You can also obtain a Claim Form from the settlement website, which includes the instructions to submit a Claim for intact Inflators or missing or deployed Inflators either online or via the smartphone app.

We do not know whether or when the Court will finally approve the settlement or whether there will be any appeals that would have to be resolved in favor of the settlement before certain benefits would be provided, so

**QUESTIONS? CALL TOLL FREE **1-[PHONE NUMBER]** OR VISIT **WWW.[WEBSITE].COM**  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

we do not know precisely when any benefits may be available. Please check [www.\[website\].com](http://www.[website].com) regularly for updates regarding the settlement.

*Please note that you have to take action within certain deadlines to receive certain benefits, such as completing and submitting a Claim. If you do nothing, you may not receive benefits from the settlement, and, as a Class Member, you will not be able to sue the Released Parties about the issues in the lawsuit.*

**Enhanced Inflator Recovery Program:** Pursuant to the Enhanced Inflator Recovery Program and at Nissan's direction, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy Inflators in or from Class Members' Subject Vehicles that have been recalled as of the date of this Agreement. This Enhanced Inflator Recovery Program does not apply to Inflators that were previously recovered and purchased by Nissan under a separate program administered by the Settlement Claims Administrator.

If the Inflators in Class Members' Subject Vehicles that have been recalled as of the date of this Agreement have deployed or are missing, the Settlement Claims Administrator shall, to the extent reasonably practicable, locate and identify such Inflators and request the Class Member submit pictures or documentation for verification of such deployed or missing Inflators for which the Class Members were not previously compensated by Nissan under a separate program administered by the Settlement Claims Administrator.

To the extent reasonably practicable, a website for the Enhanced Inflator Recovery Program shall be created ("Settlement Website") and overseen by the Settlement Claims Administrator which will (i) make available to Class Members information applicable to Subject Vehicles; (ii) allow Class Members to upload batches of VINs for batch processing and comparison to a list of VINs maintained by the Settlement Claims Administrator to determine which, if any, Inflators are subject to purchase under the Enhanced Inflator Recovery Program; (iii) direct Class Members to submit claims under the Enhanced Inflator Recovery Program for the purchase of Inflators in Subject Vehicles that have been recalled as of the date of the Settlement Agreement or payment for deployed or missing Inflators in Subject Vehicles that have been recalled as of the date of the Settlement Agreement; and (iv) allow Class Members to submit claims under the Enhanced Inflator Recovery Program at/after the Effective Date.

For implementation of the Enhanced Inflator Recovery Program for recovered Inflators, Nissan, through the Settlement Claims Administrator, shall pay eligible Class Members a total of \$69.00 for a passenger side Inflator and \$63.25 for a driver side Inflator, both of which are 15% more per recovered Inflator than it currently, as of the Effective Date of this Agreement (unless implemented earlier) pays under Nissan's existing, separate program to recover Takata inflators that is administered by RAS.

For implementation of the Enhanced Inflator Recovery Program for deployed or missing Inflators, Nissan, through the Settlement Claims Administrator, shall pay eligible Class Members a total of \$17.25 per Inflator, which is 15% more per deployed or missing Inflator than Nissan currently (as of the date the Settlement Agreement was executed) pays for deployed or missing Inflators under Nissan's existing, separate program to recover Takata inflators that is administered by the Settlement Claims Administrator.

The Settlement Claims Administrator shall coordinate with, notify, and provide monthly updates to Nissan regarding the results of the implementation of the Enhanced Inflator Recovery Program.

Nissan shall enter into a written, legally enforceable agreement with RAS (the "RAS Inflator Recovery Program Agreement") that memorializes the terms of the Enhanced Inflator Recovery Program as described above. Under the terms of this Settlement Agreement, Nissan shall have a continuing obligation until the termination of the Enhanced Inflator Recovery Program to periodically monitor RAS's compliance with the terms of the RAS Inflator Recovery Program Agreement. If Nissan determines that RAS has breached the agreement, Nissan shall take necessary and reasonable steps to enforce the terms of the RAS Inflator Recovery

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

Program Agreement. Nissan will provide Settlement Class Counsel with a copy of the agreement within 30 days of its execution and Settlement Class Counsel shall keep this agreement confidential.

The Enhanced Inflater Recovery Program shall run for a total of two years, measured from the date of implementation. Nissan, at its sole discretion, may implement the Enhanced Inflater Recovery Program prior to the occurrence of the Effective Date.

To the extent practicable, the duties of the Settlement Claims Administrator are to receive, review, and process the claims submitted to the Enhanced Inflater Recovery Program by Class Members (“Claims”) to determine whether Claims satisfy the criteria for payment specified in the Settlement Agreement. For validated Claims, the Settlement Claims Administrator shall request funding from Nissan for payment to eligible Class Members for the validated Claims for the Subject Vehicles. For deficient Claims, the Settlement Claims Administrator shall provide a notice of deficiency to the Class Members describing the deficiency and providing the Class Member with 45 days measured from the date of the notice of deficiency, to cure the defect. If the Claims are not cured within the time period, the Claims shall be denied. The Settlement Claims Administrator shall have the authority to determine whether the Claims are complete, timely, and valid/deficient/invalid, and its decision shall be final and not appealable. The Settlement Claims Administrator shall provide periodic reports to counsel for Nissan and Settlement Class Counsel, but not more often than quarterly.

## 9. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, Class Members who do not exclude themselves from the Class will release Nissan and the Released Parties from liability and will not be able to sue the Released Parties about the issues in the lawsuit. The Settlement Agreement at Section VII describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, the full release section and the definition of Released Parties appears in Appendix A to this Notice. The Settlement Agreement is available at [www.\[website\].com](http://www.[website].com). You can talk to one of the lawyers listed in Question 13 below for free or you can talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

## D. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Nissan or the Released Parties over the legal issues in the lawsuit, then you must take steps to exclude yourself from this settlement. This is also known as “opting out” of the Class.

## 10. If I exclude myself, can I get anything from this settlement?

If you exclude yourself, you cannot receive settlement benefits. If you ask to be excluded, you cannot object to the settlement. But, if you timely and properly request exclusion, the settlement will not prevent you from suing, continuing to sue, or remaining or becoming part of a different lawsuit against Nissan or the Released Parties in the future about the issues in the lawsuit. If you exclude yourself, you will not be bound by anything that happens in this lawsuit and you may not object to the settlement.

## 11. If I do not exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue the Released Parties for the claims resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against the Released Parties about the issues in the lawsuit, as set forth in the full release attached in Appendix A to this Notice.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

## 12. How do I get out of the settlement?

To exclude yourself from the settlement, you **must** mail a written request for exclusion to the Settlement Notice Administrator saying that you want to be excluded from the settlement in *In Re: Takata Airbag Products Liability Litigation (Economic Loss Track Cases)*, and mention the case number (1:15-md-2599-FAM).

The letter **must** be signed by you or the entity seeking to be excluded from the Class and include the following information: (i) your full name, telephone number, and address; (ii) a statement affirming you are a member of the Class and providing the Vehicle Identification Number(s) (VIN) of each of the Subject Vehicles you wish to be excluded from the Settlement; and (iii) a statement that you wish to be excluded from the Nissan Settlement in the *In re Takata Airbag Products Liability Litigation, 15-md-02599-FAM*. You can't ask to be excluded over the phone or at the settlement website. To be valid and timely, opt-out requests must be postmarked on or before **[insert date 30 days before Fairness Hearing]**, the last day of the Exclusion ("Opt-Out") Period (the "Exclusion (Opt-Out) Deadline"). You **must** mail your request for exclusion postmarked no later than **[insert date 30 days before Fairness Hearing]** to:

**Settlement Notice Administrator**  
**ADDRESS**

The deadlines found in this Notice may be changed by the Court. Please check **www.[website].com** regularly for updates regarding the settlement.

## E. THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called "Settlement Class Counsel": Peter Prieto of Podhurst Orseck, P.A., is Chair Lead Counsel, and David Boies of Boies Schiller & Flexner, L.L.P. and Todd A. Smith of Power, Rogers & Smith, L.L.P. are Co-Lead Counsel. Roland Tellis of Baron & Budd P.C., James Cecchi of Carella Byrne Cecchi Olstein P.C., and Elizabeth Cabraser of Lief, Cabraser, Heimann & Bernstein, LLP are the Plaintiffs' Steering Committee members. Their contact information is as follows:

Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3 <sup>rd</sup> Avenue, Suite 2300 Miami, Florida 33131 Tel: (305) 358-2800 Email: pprieto@podhurst.com URL: www.podhurst.com Chair Lead Counsel	David Boies BOIES, SCHILLER & FLEXNER, L.L.P. 575 Lexington Avenue New York, NY 10022 Tel: (305) 539-8400 Email: dboies@bsflp.com URL: www.bsflp.com Co-Lead Counsel for the Economic Loss Track
Todd A. Smith POWER, ROGERS AND SMITH, L.L.P. 70 West Madison St., Suite 5500 Chicago, IL 60602 Tel: (312)313-0202 Email: tas@prslaw.com URL: www.prslaw.com Co-Lead Counsel for the Economic Loss Track	Roland Tellis BARON & BUDD 15910 Ventura Blvd. #1600 Encino, CA 91436 Tel: (818) 839-2333 Email: rtellis@baronbudd.com URL: www.baronbudd.com Plaintiffs' Steering Committee

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**



James E. Cecchi CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC 5 Becker Farm Road Roseland, NJ 07068 Tel: (973)994-1700 Email: jcecchi@carellabyrne.com URL: www.carellabyrne.com Plaintiffs' Steering Committee	Elizabeth J. Cabraser LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111 Tel: (415)956-1000 Email: ecabraser@lchb.com URL: www.lchb.com Plaintiffs' Steering Committee
--	--

#### 14. Will the lawyers be paid? What about awards to the named plaintiffs/ class representatives?

Settlement Class Counsel is not seeking or accepting any attorneys' fees relating to the resolution of the Actions.

Settlement Class Counsel may petition for an award of litigation expenses but has agreed any petition for an award of attorneys' expenses in the Actions will not to exceed \$26,867.25 in costs and expenses as to Nissan.

This award of costs and expenses shall be the sole compensation paid by Nissan for all plaintiffs' counsel in the Actions. Any Attorneys' expenses award made by the Court shall be paid by Nissan within 30 days of the Effective Date.

Any order or proceedings relating to the Attorneys' costs and expenses application, or any appeal from any order related thereto, or reversal or modification thereof, will not operate to terminate or cancel the Settlement Agreement, or affect or delay the Effective Date.

The amount(s) of any Attorneys' expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' expenses awarded by the Court to Settlement Class Counsel shall affect whether the Final Order and Final Judgment are final.

Pursuant to case law, Recycler Plaintiffs are not seeking any incentive awards relating to the resolution of the Actions.

### F. OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the settlement or some part of it.

#### 15. How do I tell the Court if I do not like the settlement?

If you are a Class Member, and you do not exclude yourself from the Class, you can object to the settlement if you do not like some part of it or all of it. You can explain why you think the Court should not approve it. To object, you must deliver to Settlement Class Counsel, Nissan's Counsel (see addresses below), and the Court, on or before **[insert date 30 days before Fairness Hearing]** a written statement of your objections.

The written objection of any Class Member must include:

- a) a heading which refers to the Takata MDL;
- b) the objector's full name, telephone number, and address (the objector's actual residential address must be included);

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

- c) an explanation of the basis upon which the objector claims to be a Class Member, including the Vehicle Identification Number (“VIN”) of at least one of the objector’s Subject Vehicle(s);
- d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior such objections that were issued by the trial and appellate courts in each listed case;
- f) if represented by counsel, the full name, telephone number, and address of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g) the number of times the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel’s or the firm’s prior such objections that were issued by the trial and appellate courts in each listed case;
- h) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector’s counsel and any other person or entity;
- i) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;
- j) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- k) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and
- l) the objector’s dated, handwritten signature (an electronic signature or the objector’s counsel’s signature is not sufficient).

Any documents supporting the objection must also be attached to the objection.

The objection must be received by Settlement Class Counsel and Nissan’s Counsel no later than **[insert date 30 days before Fairness Hearing]**. To have your objection considered by the Court, you also must send the objection to the Clerk of Court (identified below) so that it is received and filed no later than **[insert date 30 days before Fairness Hearing]**.

Objections must be mailed to:

<u>Clerk of the Court</u> Wilkie D. Ferguson, Jr. U.S. Courthouse 400 North Miami Avenue Miami, FL 33128	<u>Settlement Class Counsel</u> Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3 <sup>rd</sup> Ave, Suite 2300 Miami, FL 33131	<u>Nissan’s Counsel</u> E. Paul Cauley, Jr. FAEGRE DRINKER 1717 Main Street, Suite 5400 Dallas, Texas 75201
--	--	---

## 16. What is the difference between objecting and excluding?

Excluding yourself (or “opting out”) is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you. Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Class.

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court’s orders will apply to you, you will be eligible for the settlement benefits described above as long as you satisfy the

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
 PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
 PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**



conditions for receiving each benefit, and you will not be able to sue the Released Parties over the issues in the lawsuit, as set forth in the full release attached in Appendix A to this Notice.

## G. THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval to the settlement, sometimes called the "Fairness Hearing." If you have filed an objection on time and attend the hearing, you may ask to speak (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

### 17. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Final Approval, or "Fairness," Hearing at [insert time] (ET) on [insert date] at Courtroom 12-2 of the Wilkie D. Ferguson, Jr. United States District Courthouse, Southern District of Florida, 400 North Miami Avenue, Miami, FL 33128. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*See* Question 19 below). After the hearing, the Court will decide whether to grant final approval of the settlement. We do not know how long these decisions will take.

### 18. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it - but you can if you provide advance notice of your intention to appear (*See* Question 19 below). As long as you filed a written objection with all of the required information on time with the Court, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

### 19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear in *In Re: Takata Airbag Products Liability Litigation (Economic Track Cases)*, No. 1:15-md-2599-FAM" to Settlement Class Counsel and Nissan's Counsel identified above (see Question 15) so that they receive it no later than [insert date 30 days before Fairness Hearing]. You must also send such a Notice to the Clerk of Court so that it is received and filed no later than [insert date 30 days before Fairness Hearing]. You must include your name, address, telephone number, the year, make and model and VIN number of your vehicle, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness Hearing at [insert time] (ET) on [insert date]. You cannot speak at the hearing if you excluded yourself from the Class.

## H. GETTING MORE INFORMATION

### 20. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other information about the settlement and the Claim Form at [www.\[website\].com](http://www.[website].com). You can also call the toll-free number, 1-[PHONE NUMBER], or write the Settlement

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

Notice Administrator at **ADDRESS**. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

## **21. When will the settlement be final?**

The settlement will not be final unless and until the Court grants final approval of the settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact Nissan or Nissan Dealers about the Settlement. Please direct all questions about the Settlement to the Settlement Administrator.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

July 26, 2022 Draft – for Discussion Purposes Only  
Confidential Settlement Negotiations  
Not Admissible in Any Proceeding  
Subject to Federal Rule of Evidence 408 and State Equivalents

**Appendix A**

**Section VII from the Settlement Agreement - Release and Waiver**

- A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.
- B. In consideration for the relief provided above, the Recycler Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind and/or type regarding the subject matter of the Actions and/or the subject Inflatoms, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert and/or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, and/or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common law, statutory, and/or equitable relief theories, or from any other source, and any claim or potential claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles' airbags containing desiccated or non-desiccated driver's or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged or described in the Actions or any amendments of the Actions.
- C. Notwithstanding the definition of Excluded Parties, the foregoing release set forth in Section VII.B above shall extend to the Released Parties with respect to the Pontiac Vibe and to General Motors for any claims related to the Released Parties for Pontiac Vibe. Any claims against General Motors and all related corporate entities with respect to any other vehicles are not released and are expressly retained by the Class.
- D. If a Class Member who does not timely and properly opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.
- E. Notwithstanding the Release set forth in this Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.
- F. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of this Agreement.
- G. The Final Order and Final Judgment will reflect these terms.
- H. The Recycler Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, instigate, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action,

claim and/or proceeding, whether legal, administrative or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.

I. In connection with this Agreement, the Recycler Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Settlement Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, acquit and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, and the Subject Vehicles, except as otherwise stated in this Agreement.

J. The Recycler Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Recycler Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

K. The Recycler Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. The Recycler Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that the Recycler Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting Claims to the Enhanced Inflation Recovery Program shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

L. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements of any kind and nature incurred by any attorneys, Settlement Class Counsel, or the Recycler Plaintiffs.

M. Settlement Class Counsel and any other attorneys who worked with or on behalf of Settlement Class Counsel on any of the Actions acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

N. Pending final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties agree that any and all outstanding obligations and deadlines relating to pleadings, discovery, and any other pretrial requirements are hereby stayed and suspended as to Nissan. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Nissan.

O. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

P. The Recycler Plaintiffs and Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

**EXHIBIT 7**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
MASTER CASE NO. 1:15-md-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM**

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

The Parties to the above-captioned economic loss actions brought by certain Recycler Plaintiffs currently pending against Nissan Motor Co., Ltd. and Nissan North America, Inc. (collectively, “Nissan”) as part of this multidistrict litigation have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement”). The Parties reached the Settlement through arm’s-length negotiations over several months. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Recycler Plaintiffs and the proposed Class would fully, finally, and forever resolve, discharge, and release their economic loss claims against the Released Parties in exchange

for Nissan's agreement to implement an Enhanced Inflater Recovery Program, as set forth in the Settlement.<sup>1</sup>

The Settlement has been filed with the Court, and Recycler Plaintiffs have filed an Unopposed Motion for Preliminary Approval of Class Settlement with Nissan Defendants, and for Preliminary Certification of the Class (the "Motion"), for settlement purposes only. Upon considering the Motion and exhibits thereto, the Settlement, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and Parties to these proceedings; (2) the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure<sup>2</sup> and should be preliminarily certified for settlement purposes only; (3) the persons and entities identified below should be appointed class representatives, and Settlement Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel and is not the result of collusion; (5) the Settlement is fair, reasonable, and adequate and should be preliminarily approved; (6) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Class; (7) the proposed Notice Program, proposed forms of notice, and proposed Claim Form satisfy Rule 23 and Constitutional Due Process requirements, and are reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, preliminary class certification for settlement purposes only, the terms of the Settlement, request for Settlement Class Counsel's costs, request for service awards for Recycler Plaintiffs, their rights to opt-out of the Class and object to the Settlement, and the process for submitting a Claim to request a payment under the

---

<sup>1</sup> Capitalized terms shall have the definitions and meanings accorded to them in the Settlement.

<sup>2</sup> All citations to the Rules shall refer to the Federal Rules of Civil Procedure.



enhanced Inflation Recovery Program; (8) good cause exists to schedule and conduct a Fairness Hearing, pursuant to Rule 23(e), to assist the Court in determining whether to grant final approval of the Settlement, certify the Class, for settlement purposes only, and issue a Final Order and Final Judgment, and whether to grant Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.
2. Venue is proper in this District.

**Preliminary Class Certification for Settlement Purposes Only and Appointment of Class Representatives and Settlement Class Counsel**

3. It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136, 2021 WL 1617911 at \*2 (S.D. Fla. Jan. 19, 2021). In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006); *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. Under Rule 23(e)(1)(B), this Court must direct notice in a reasonable manner to all class members who would be bound by the proposed Settlement if giving notice is justified by the parties' showing that the Court will likely be able to approve the proposed Settlement under Rule

23(e)(2) and certify the class for purposes of judgment on the proposed Settlement. Under Rule 23(e)(2), a proposed Settlement may be approved only if the Court finds that it is fair, reasonable, and adequate after considering whether:

- (a) the class representatives and class counsel have adequately represented the class;
- (b) the proposal was negotiated at arm's length;
- (c) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (d) the proposal treats class members equitably relative to each other.

5. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied and that preliminary certification of the proposed Class is appropriate under Rule 23.

The Court, therefore, preliminarily certifies the following Class:

All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Nissan, their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Nissan's Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

"Automotive Salvage and/or Recyclers" means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of

automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.

6. The “Subject Vehicles” are listed in Exhibit 9 to the Settlement, which is expressly incorporated in this Order.

7. Specifically, the Court finds, for settlement purposes, that the Class satisfies the following factors of Rule 23:

(a) Numerosity: In the Action, more than 16,300 individuals and entities, spread out across the country, are members of the proposed Class. Their joinder is impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met. *See Kilgo v. Bowman Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members “from a wide geographical area”).

(b) Commonality: The threshold for commonality under Rule 23(a)(2) is not high. “[C]ommonality requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (internal quotation marks omitted); *see also Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 313 (S.D. Fla. 2001) (same). Here, the commonality requirement is satisfied for settlement purposes because there are multiple questions of law and fact that center on Nissan’s sale of Subject Vehicles equipped with allegedly defective driver’s or front passenger Takata airbag modules, as alleged or described in the Second Amended Consolidated Class Action Complaint, the Action or any amendments of the Actions, which are common to the Class.

(c) Typicality: The Recycler Plaintiffs’ claims are typical of the Class for purposes of this Settlement because they concern the same alleged Nissan conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir.

1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are based on the same legal theory”); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they “possess the same interest and suffer the same injury as the class members”).

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the Class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant*, 202 F.R.D. at 314. Rule 23(a)(4) is satisfied here because there are no conflicts of interest between the Recycler Plaintiffs and the Class, and Recycler Plaintiffs have retained competent counsel to represent them and the Class. Settlement Class Counsel here regularly engage in consumer class litigation and other complex litigation similar to the present Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Recycler Plaintiffs and Settlement Class Counsel have vigorously and competently represented the Class Members’ interests in the Action. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement purposes, as well, because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for thousands of Class Members in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and law ... ha[ve] a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*,

601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks omitted). Based on the record currently before the Court, the predominance requirement is satisfied here for settlement purposes because common questions present a significant aspect of the case and can be resolved for all Class Members in a single common judgment.

8. The Court appoints the following persons as class representatives: 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.; Quartno's Auto Salvage and Young's Auto Center and Salvage, LP.

9. The Court appoints the following persons and entities as Settlement Class Counsel:

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Lead Settlement Class Counsel

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
575 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Settlement Class Counsel

Todd A. Smith  
POWER, ROGERS AND SMITH, L.L.P.  
70 West Madison Street, Suite 5500  
Chicago, IL 60602  
Tel: (312) 313-0202  
Email: tas@prslaw.com  
Settlement Class Counsel

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Settlement Class Counsel

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Settlement Class Counsel

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Settlement Class Counsel

**Preliminary Approval of the Settlement**

10. “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Hanley v. Tampa Bay Sports and Entertainment*, No. 8:19-CV-00550, 2020 WL 35702, at \*3 (M.D. Fla. Jan. 7, 2020); *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646-CIV, 2010 WL 2401149, at \*2 (S.D. Fla. Jun. 15, 2010). Settlement negotiations that involve arm’s-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See, e.g., Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136-RAR, 2021 WL 1617911, at \*4 (S.D. Fla. Jan. 19, 2021); Federal Rule of Civil Procedure 23(e).

11. The Court preliminarily approves the Settlement, and the exhibits appended to the Motion, as fair, reasonable and adequate under Rule 23. The Court finds that the Settlement was

reached in the absence of collusion, and is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court also finds that the Class Representative and Class Counsel have represented and will continue to adequately represent the Settlement Class. The Court further finds that the Settlement, including the exhibits appended to the Motion, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Class, as set forth below and in the Settlement, and schedule a Fairness Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter Final Judgment. The Court further finds that giving notice of the proposed Settlement to the Settlement Class is justified by the Parties' showing that the Court will likely be able to: (i) approve the proposal under Fed. R. Civ. P. 23(e)(2); and (ii) certify the Settlement Class for purposes of judgment on the proposal.

**Approval of Notice and Notice Program and Direction to Effectuate  
the Notice and Outreach Programs**

12. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits 2, 6, and 8 to the Settlement Agreement. The Court further finds that the Notice Program, described in Section IV of the Settlement, is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, class certification for settlement purposes only, the terms of the Settlement, their rights to opt-out of the Class and object to the Settlement, Settlement Class Counsel's Costs Application, and the request for service awards for Recycler Plaintiffs. The notices and Notice Program constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The

Court finds that the forms of notice are written in simple terminology, are readily understandable by Class Members and comply with the Federal Judicial Center's illustrative class action notices. The Court orders that the notices be disseminated to the Class as per the Notice Plan.

13. The Court directs that Rebuilders Automotive Supply ("RAS") act as the Settlement Claims Administrator.

14. The Court directs that Kroll Notice Media act as the Settlement Notice Administrator.

15. The Settlement Claims Administrator and Settlement Notice Administrator shall implement the Notice Program, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 2, 6, and 8 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Program, as specified in section IV of the Settlement and approved by this Order.

**Fairness Hearing, Opt-Outs, and Objections**

16. The Court directs that a Fairness Hearing shall be scheduled for [REDACTED] at [REDACTED] [a.m. or p.m.] [subject to the Court's availability, the parties recommend a date during the week of [DATE]], to assist the Court in determining whether to grant Final Approval to the Settlement, certify the Class, and enter the Final Order and Final Judgment, and whether the Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs should be granted.

17. Potential Class Members who timely and validly exclude themselves from the Class shall not be bound by the Settlement Agreement, the Settlement, or the Final Order and Final Judgment. If a potential Class Member files a request for exclusion, he/she/it may not assert an objection to the Settlement Agreement. The Settlement Notice Administrator shall provide copies



of any requests for exclusion to Settlement Class Counsel and Nissan's Counsel as provided in the Settlement Agreement.

18. The Court directs that any person or entity within the Class definition who wishes to be excluded from the Class may exercise his, her, or its right to opt out of the Class by following the opt-out procedures set forth in the Long Form Notice at any time during the opt-out period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period (the "Opt-Out Deadline"), which is 30 days before the Fairness Hearing, [DATE], must be mailed to [ADDRESS OF NOTICE ADMINISTRATOR], and must include:

- (i) the full name, telephone number and address of the person or entity seeking to be excluded from the Class;
- (ii) a statement affirming that such person or entity is a member of the Class and providing the Vehicle Identification Number (VIN) of each of the person's or entity's Subject Vehicle(s) the Class Member wishes to be excluded from the Settlement;
- (iii) a statement that such person or entity wishes to be excluded from the Nissan Settlement in *In re Takata Airbag Products Liability Litigation*, 15-md-02599-FAM, and
- (iv) the signature of the person or entity seeking to be excluded from the Class.

19. The Opt-Out Deadline shall be specified in the Direct Mailed Notice, Publication Notice, and Long Form Notice. All persons and entities within the Class definition who do not timely and validly opt out of the Class shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases set forth in Section VII of the Settlement.

20. The Court further directs that any person or entity in the Class who does not opt out of the Class may object to the Settlement, Settlement Class Counsel's Costs Application and/or the request for service awards for Recycler Plaintiffs. Any such objections must be mailed to the Clerk of the Court, Lead Settlement Class Counsel, and counsel for Nissan, at the following addresses:

- (a) Clerk of the Court  
Wilkie D. Ferguson, Jr. U.S. Courthouse  
400 North Miami Avenue  
Miami, FL 33128
- (b) Lead Settlement Class Counsel  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3rd Avenue, Suite 2700  
Miami, Florida 33131
- (c) Counsel for Nissan  
E. Paul Cauley, Jr.  
Faegre Drinker Biddle & Reath LLP  
1717 Main Street, Suite 5400  
Dallas, Texas 75201

21. For an objection to be considered by the Court, the objection must be postmarked or sent via overnight delivery no later than the Opt-Out Deadline of 30 days before the Fairness Hearing, [DATE], must be addressed to the addresses listed in the preceding paragraph and in the Long Form Notice, and must include the following:

- (i) a heading which refers to the *Takata* MDL;
- (ii) the objector's full name, actual residential address, and telephone number;
- (iii) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN of at least one of the objector's Subject Vehicle(s);

- (iv) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- (v) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (vi) if represented by counsel, the full name, telephone number, and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or costs application;
- (vii) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- (viii) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity;
- (ix) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;

- (x) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- (xi) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and
- (xii) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

22. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

**Further Papers in Support of Settlement and Costs Application**

23. Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their request for attorneys' costs and expenses ("Costs Application") and request for service awards for Recycler Plaintiffs, no later than 45 days before the Fairness Hearing, [DATE]. If Nissan chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, [DATE].

24. Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement and the Costs Application no later than 14 days before Fairness Hearing, [DATE]. If Nissan chooses to file a response to timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 14 days before Fairness Hearing, [DATE].

**Effect of Failure to Approve the Settlement or Termination**

25. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (i) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;
- (ii) All of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Recycler Plaintiffs' right to seek class certification and Nissan's right to oppose class certification;
- (iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Nissan or Recycler Plaintiffs on any point of fact or law;
- (iv) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders and public statements, may be used as evidence;
- (v) Neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence;
- (vi) The preliminary certification of the Class pursuant to this Order shall be vacated automatically and the Actions shall proceed as though the Class had never been certified; and
- (vii) The terms in Section X.D of the Settlement Agreement shall apply and survive.

**Stay/Bar of Other Proceedings**

26. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even

those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt out request to be determined by the Court only at the Fairness Hearing), shall commence, continue or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Additionally, pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, all other Actions in the Takata MDL as to Nissan shall be stayed. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.

#### **General Provisions**

27. The Court reserves the right to approve the Settlement with or without modification, provided that any modification does not limit the rights of the Class under the Settlement, and with or without further notice to the Class and may continue or adjourn the Fairness Hearing without further notice to the Class, except that any such continuation or adjournment shall be announced on the Settlement website.

28. Settlement Class Counsel and Nissan's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further

approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice or to any other exhibits that the Parties jointly agree are reasonable or necessary.

29. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Agreement.

30. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

31. Based on the foregoing, the Court sets the following schedule for the Fairness Hearing and the actions which must precede it:

- (i) Notice shall be provided in accordance with the Notice Program and this Order—that is, beginning [date];
- (ii) Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their Costs Application and request for service awards for Recycler Plaintiffs, no later than 45 days before the Fairness Hearing, which is [DATE];
- (iii) If Nissan chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, which is [DATE].
- (iv) Class Members must file any objections to the Settlement, the Motion for Final Approval of the Settlement, Settlement Class Counsel's Costs Application and/or the request for service awards no later than 30 days before the Fairness Hearing, which is [DATE];

- (v) Class Members must file requests for exclusion from the Settlement no later than 30 days before the Fairness Hearing, which is [DATE];
- (vi) The Settlement Notice Administrator must file with the Court, no later than 21 days before the Fairness Hearing, which is [DATE], (a) a list of those persons or entities who or which have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, method and results of the notice program;
- (vii) Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Settlement and Costs Application no later than 14 days before the Fairness Hearing, which is [DATE];
- (viii) If Nissan chooses to file a response to timely filed objections to the Settlement, it shall do so no later than 14 days before the Fairness Hearing, which is [DATE]; and
- (ix) The Fairness Hearing will be held on [REDACTED] at [REDACTED] a.m./p.m. [subject to the Court's availability, the Parties recommend a date during the week of [DATE]], at the United States Courthouse, Wilkie D. Ferguson, Jr. Building, Courtroom 13-3, 400 North Miami Avenue, Miami, Florida 33128.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:



Counsel of record

## **EXHIBIT 8**

## Publication Notice

*Important Legal Notice from the United States District Court for the Southern District of Florida*

# If you are an Automotive Salvage and/or Recycler, you could get benefits from a class action settlement.

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

Settlements have been reached in a class action lawsuit alleging that Automotive Salvage and/or Recyclers sustained economic losses because they purchased certain vehicles containing allegedly defective airbags manufactured by Takata Corporation and its affiliates. The Settlements include certain **Toyota[, include other OEMs]** vehicles that contain or contained certain Takata PSAN Inflators (“Inflators”) in their driver or passenger front airbag that (i) have been recalled, or (ii) may be recalled or contain a desiccant and that may be subject to future recall as defined in the Settlement Agreement (the “Subject Vehicles”). The defendants deny any and all allegations of wrongdoing and the Court has not decided who is right.

**Am I included in the proposed Settlements?** The Settlements include the following persons and entities:

- Automotive Salvage and/or Recyclers in the United States, its territories and possessions, and the District of Columbia in existence at the time of the issuance of the Preliminary Approval Order that purchased a Subject Vehicle containing a Takata Inflator and that currently engage, or at the time of purchase were engaged, in automotive salvage and/or recycling.

A full list of Subject Vehicles and what constitutes an “Automotive Salvage and/or Recycler” are at [www.\[WEBSITE\].com](http://www.[WEBSITE].com). The Settlements do not involve claims for personal injury or damage to any property other than the Subject Vehicles.

**What do the Settlements provide?** Pursuant to the Enhanced Inflator Recovery Program, which shall run for two years, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy Inflators in or from Class Members’ Subject Vehicles that have been recalled as of [DATE]. Those Defendants that had existing programs regarding recovered and/or deployed or missing inflators will pay eligible Class Members 15% more per recovered and/or deployed or missing Inflator than they currently pay under their existing program(s). Those Defendants that did not have existing programs regarding recovered and/or deployed or missing inflators are implementing such programs. These additional payments do **not** apply to Inflators for which Toyota [**and other OEMs**] has already made a payment prior to the Enhanced Inflator Recovery Program, or to payments made after the expiration of the two-year Enhanced Inflator Recovery Program. More information on the benefits of the Settlements are available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**How can I participate in the Inflator Recovery Program?** You may submit a Claim to participate in the Enhanced Inflator Recovery Program. Instructions to submit a claim can be found in the Claim Form at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**What are my options?** You are not required to do anything in response to this notice unless you wish to exclude yourself from the settlements or file an objection. If you do not exclude yourself, then if the court approves the settlements, you may recover any benefits to which you may be

entitled under the settlements, and you will be legally bound by the settlement terms including the release of claims. The potential available benefits are more fully described in the Settlement Agreements, available at the settlement website. If you want to exclude yourself from the settlements, and not receive any benefits to which you may be eligible, then you exclude yourself by **Month DD, 2022**. You may object to the Settlements by **Month DD, 2022**. You cannot both exclude yourself from and object to, the Settlements. The deadlines and procedures for requesting exclusion from the settlement or filing an objection are also explained on the settlement website.

**Fairness Hearing.** The Court will hold a fairness hearing on **Month DD, 2022** to consider whether to finally approve the Settlements and a request for [\$214,937.78] in attorneys' costs and expenses for settlements involving Toyota[, include other OEMs and divide accordingly]. Plaintiffs' counsel are not seeking anything in attorneys' fees or for class representative awards associated with the settlement of this action. You may appear at the fairness hearing, either by yourself or through an attorney you hire, but you don't have to hire an attorney because class counsel will be there to represent your and settlement class's interests. For more information on all of these options, call or visit the website below.

**1-8XX-XXX-XXXX**

**www.XXXXXXXXXXXXXX.com**

**EXHIBIT 9**

**LIST OF SUBJECT VEHICLES**

<b><u>Model Years</u></b>	<b><u>Make and Model</u></b>	<b><u>Inflator Type</u></b>
2001 – 2003	Nissan Maxima	PSPI
2002 – 2004	Nissan Pathfinder	SPI
2001 – 2004	Infiniti 130/135	PSPI
2002 – 2006	Nissan Sentra	SPI
2002 – 2003	Infiniti QX4	SPI
2003 – 2008	Infiniti FX35/45	PSPI
2006 – 2010	Infiniti M 35/45	PSPI
2007 – 2018	Nissan Versa Sedan	PSDI-5, PSDI-X, PSPI-6, PSPI-X, SPI-X
2007 – 2012	Nissan Versa Hatchback	PSPI-6, SPI-X
2009 – 2017	Infiniti QX56/QX80	PSDI-5, SDI-X
2012 – 2018	Nissan Altima	PDP
2012 – 2017	Nissan Versa Note	PSDI-X, PSPI-X, SDI-X
2013 – 2018	Nissan NV 200	PSDI-X, PSPI-X
2013 – 2018	Nissan NYTaxi	PSDI-X, PSPI-X
2008 – 2018	Nissan 370Z / 370Z Roadster	PSPI-X
2009 – 2014	Nissan Cube	PSDI-X
2010 – 2017	Nissan NV	PSDI-5
2012 – 2017	Nissan Armada	PSDI-5
2012 – 2018	Nissan Titan	PSDI-5, PDP
2014 – 2017.5	Nissan Rogue	PDP
2016 – 2018	Nissan Maxima	SDI-X
2017 – 2018	Infiniti QX30	PSDI-X

## **EXHIBIT 10**

**UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**  
1200 New Jersey Avenue SE  
Washington D.C. 20590

\_\_\_\_\_  
In re: )  
 )  
EA15-001 )  
Air Bag Inflator Rupture )  
\_\_\_\_\_ )

**CONSENT ORDER**

This Consent Order is issued pursuant to the authority of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation, and sets forth the requirements and performance obligations in connection with the determination by TK Holdings Inc. (“Takata”) that a defect related to motor vehicle safety may arise in some of the air bag inflators that Takata manufactured for certain vehicles sold or registered in the United States (the “Takata Inflators”). This Consent Order, together with the Defect Information Reports filed by Takata with NHTSA on May 18, 2015, pursuant to the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified, 49 U.S.C. § 30101 *et seq.* and 49 C.F.R. § 573.6(c), which are hereby incorporated by reference, contains Takata’s obligations under the terms and conditions incorporated herein.

**I. NATURE OF THE ACTION.**

1. On May 18, 2015, pursuant to its legal obligations under the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified, 49 U.S.C. § 30101 *et seq.* (the “Safety Act”) and 49 C.F.R. § 573.6(c), Takata filed four Defect Information Reports (“DIRs”) with NHTSA. In the DIRs, Takata stated “that a defect related to motor vehicle safety may arise in some of the subject inflators.”



2. Specifically, Takata's DIRs state, in part, "The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results and investigation indicate that this potential for rupturing may also depend on other factors, including vehicle design factors and manufacturing variability. In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants." Copies of Takata's DIRs are attached hereto as Exhibit A and are publicly available at NHTSA's website at [www.safercar.gov](http://www.safercar.gov).

3. NHTSA issues this Consent Order pursuant to its authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), to inspect and investigate, 49 U.S.C. § 30166(b)(1), to ensure that defective vehicles and equipment are recalled, 49 U.S.C. §§ 30118-30119, to ensure the adequacy of recalls, 49 U.S.C. § 30120(c), and to require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g). It is AGREED by Takata and ORDERED by NHTSA as follows:

4. Takata shall continue to cooperate in all future regulatory actions and proceedings that are part of NHTSA's ongoing investigation and oversight of the Takata Inflators and accompanying remedial actions. This cooperation includes, but is not limited to, testing reasonably directed by NHTSA; the agency's evaluation of the adequacy of the remedy under 49 U.S.C. § 30120(c)(1); and the coordination of the recall and remedy programs, including the organization and prioritization of the remedy under 49 U.S.C. § 30120(c)(3) and 49 C.F.R. § 573.14, and if appropriate as indicated by the data received from any source in any proceeding, a phased

schedule for the implementation of the remedy. Takata's material refusal to reasonably cooperate in any way pursuant to the terms of this Consent Order may subject Takata to civil penalties pursuant to 49 U.S.C. § 30165(a)(3) and 49 C.F.R. § 578.6(a)(3).

5. NHTSA will not seek any civil penalties, as demanded in its letter dated February 20, 2015, beyond those that may be applicable before May 18, 2015.

6. NHTSA's investigation in EA15-001 shall remain open until such time as NHTSA reasonably concludes, in its sole discretion and determination, that all issues thereunder, including all science, engineering and legal issues, as well as issues related to the scope of the population of recalled inflators, geographic scope of the recalls and adequacy of the remedy have been satisfactorily resolved. Any and all subsequent actions taken by NHTSA involving the investigation into the Takata Inflators may be included as part of EA15-001.

7. Takata shall continue to cooperate with NHTSA in its ongoing investigation and oversight of the Takata Inflators. Takata shall meet its obligations under the Safety Act and all regulations thereunder to take all actions and do all things reasonably necessary to comply with this Consent Order. Takata's cooperation will include, but is not limited to, the following:

(i) Upon receipt of additional Defect Information Reports submitted by a vehicle manufacturer pursuant to 49 C.F.R. § 573.6, the subject of which is a type of Takata air bag inflator not already covered by a previously existing DIR (submitted by Takata or any vehicle manufacturer), Takata shall meet with NHTSA, in an expedited manner and not less than five business days following NHTSA's receipt of the DIR, to discuss all issues related to the subject matter of that DIR. Upon written request of NHTSA, Takata shall file the required regulatory filing(s) if any.

(ii) Upon receipt of a Notice of Deposition pursuant to 49 C.F.R. § 510.6, Takata will use its reasonable best efforts to produce its employees and corporate representatives, regardless of the location of their employment worldwide, to testify in administrative depositions

with respect to the subject matter of EA15-001 or any other related NHTSA investigation, under oath and subject to the penalty of perjury. Depositions will be conducted at the United States Department of Transportation Headquarters in Washington D.C., the Washington D.C. offices of Dechert LLP, or such other location as the parties hereto agree;

(iii) Takata shall use its reasonable best efforts to continue to respond truthfully, completely, and in a timely fashion to all ongoing and future NHTSA requests for information, whether served via formal process or otherwise, pertaining to any issue in EA15-001, or any other NHTSA inquiry or investigation, formal or otherwise, regardless of whether Takata was the subject of the investigation. To the extent specifically requested by NHTSA going forward, Takata will continue to produce documents responsive to the Special Orders and General Order previously issued in this matter;

(iv) Takata shall continue to provide to NHTSA on an ongoing and requested basis all test results and data relating to the Takata Inflators as well as any non-privileged information and documents that Takata reasonably believes to be relevant to NHTSA's investigation of the Takata Inflators; and

(v) Takata shall provide prompt notice to NHTSA in the event any requirement of this Consent Order cannot be met or timely met.

8. Nothing in this Consent Order releases Takata from any civil penalties pursuant to NHTSA's authority under the Safety Act or regulations thereunder in EA15-001 or any other investigation or inquiry, formal or informal, however, NHTSA, in its sole discretion, will take into account Takata's cooperation, including, but not limited to, its submission of the DIRs attached hereto as Exhibit A, in seeking civil penalties, if any, against Takata. Nothing in this Consent Order limits NHTSA's ability to pursue or utilize any and all of its powers under the Safety Act or regulations thereunder in any future proceeding or investigation of any type. Nothing in this Consent Order requires NHTSA to obtain Takata's consent before NHTSA takes



any future action concerning any other investigation, investigatory phase or other proceeding involving EA15-001 or any other formal or informal investigation or inquiry, concerning any potential past violation of the Safety Act by Takata. This Consent Order does not release Takata from potential civil or criminal liabilities that may be asserted by the United States, the Department of Transportation, NHTSA, or any other governmental entity. This Consent Order is not binding upon any other federal agencies, state or local law enforcement agencies, licensing authorities or any other regulatory authorities, local or federal.

9. It is contemplated that NHTSA will convene one or more meetings with Takata and the vehicle manufacturers affected by the DIRs in an attempt to organize and coordinate the safety recalls and remedy programs. It is contemplated that the meetings will include, but not be limited to, issues surrounding the organization and prioritization for remedying vehicles containing the Takata Inflators, and may also include the staging of remedies set forth in the DIRs. In addition, it is contemplated that NHTSA shall retain authority to issue orders addressing the potential geographic expansion of recalls for the PSPI and PSPI-L Takata Inflators covered by two of the DIRs attached hereto. Any order requiring the geographic expansion of such recalls shall be issued only after consultation with Takata and the affected vehicle manufacturers and shall be based on a finding by NHTSA that the then-current results of testing and analysis, from any source, of the relevant Takata Inflators as well as the consideration of the risk to safety that is presented necessitate the expansion of the recall. NHTSA will consider any relevant data, including, but not limited to test results showing performance failures that NHTSA deems to be significant and which involve the subject inflators from specific makes and models of vehicles in regions outside the States previously covered by the applicable recalls. It is contemplated that NHTSA will participate in all or some of these meetings, or parts thereof, to the extent it deems necessary, but has no obligation to do so. Takata will attend and take all reasonable steps to cooperate with

NHTSA and the affected vehicle manufacturers at any meeting convened by NHTSA pursuant to this paragraph.

10. No later than 60 days after the execution of this Consent Order, Takata shall submit a plan to NHTSA that outlines the steps Takata will take, both independently and in concert with the affected vehicle manufacturers, to achieve the objectives of the Safety Act and this Consent Order. This plan shall be comprised of the following two components:

a. After consulting with the relevant vehicle manufacturers, Takata shall propose a plan that, to the extent reasonably possible, maximizes recall completion rates for all recalls involving Takata frontal air bag inflators. This component of the plan shall specify the steps that Takata will take to assist the vehicle manufacturers in customer outreach, whether by engaging with vehicle owners through new and traditional media, direct contacts with vehicle owners, and other innovative means of bringing consumer attention to this safety issue. Takata will prepare the plan described above as it relates to each of the affected vehicle manufacturers without regard to the supplier of the remedy parts.

b. Takata will also propose a plan to provide NHTSA with test data NHTSA deems sufficient or other information regarding the service life and safety of the remedy inflators currently being manufactured by Takata.

11. This Consent Order shall remain in effect throughout the pendency EA15-001 and all related NHTSA proceedings thereunder, unless the NHTSA Administrator issues a written order providing notice of prior termination. Any breach of the obligations under this Consent Order may, at NHTSA's option, be immediately enforceable in any United States District Court. Takata agrees that it will not raise any objection as to venue.

12. This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Order.

13. This Consent Order cannot be modified, amended or waived except by an instrument in writing signed by all parties, and no provision may be modified, amended or waived other than by a writing setting forth such modification, amendment or waiver and signed by the party making the modification, amendment or waiver.

14. Nothing in this Consent Order shall be interpreted or construed in a manner inconsistent with, contravening, or waiving any federal law, rule, or regulation in effect at the time of the execution of this Consent Order, or as amended thereafter.

15. Nothing herein constitutes, and shall not be construed to be, a waiver of any right or defense and does not constitute, and shall not be construed to be, an admission of liability by Takata as to any claim, or an admission by Takata that any claim could properly be asserted against it, or that any claim brought against Takata would have any basis in law or fact.

16. Should any condition or other provision contained herein be held invalid, void or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Consent Order and shall in no way affect, impair or invalidate any other provision of this Consent Order.

17. Takata shall provide written notice of each required submission under this Consent Order by electronic mail to NHTSA's Acting Associate Administrator for Enforcement (currently Frank Borris, [Frank.Borris@dot.gov](mailto:Frank.Borris@dot.gov)), and with a copy to NHTSA's Assistant Chief Counsel for Litigation and Enforcement (currently Timothy H. Goodman, [Tim.Goodman@dot.gov](mailto:Tim.Goodman@dot.gov)). NHTSA will provide notice to Takata if the individuals holding these positions or their e-mail addresses change.

18. The parties who are the signatories to this Consent Order have the legal authority to enter into this Consent Order, and each party has authorized its undersigned to execute this Consent Order on its behalf.



19. This Consent Order may be executed in counterparts, each of which shall be considered effective as an original signature.

20. This Consent Order is a fully integrated agreement and shall in all respects be interpreted, enforced and governed under the federal law of the United States. This Consent Order and the DIRs appended hereto as Exhibit A, set forth the entire agreement between the parties with regard to the subject matter hereof. There are no promises, agreements or conditions, expressed or implied, other than those set forth in this Consent Order and the DIRs in Exhibit A hereto.

APPROVED AND SO ORDERED:

NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: May 18, 2015

By: **//ORIGINAL SIGNED BY//**

Mark R. Rosekind, Ph.D.  
Administrator

Dated: May 18, 2015

By: 

Timothy H. Goodman  
Assistant Chief Counsel  
for Litigation & Enforcement

Dated: May 18, 2015

By: 


Christie L. Iannetta  
Senior Trial Attorney



AGREED:

Dated: May 18, 2015

TK HOLDINGS INC.

By: 

Shunkichi Shimizu  
President

By: 

Andrew J. Levander  
Dechert LLP  
Counsel for TK Holdings Inc.  
Approved as to Form

**CONSENT ORDER – EXHIBIT A**

- 1. Defect Information Report, TK Holdings Inc. – PSDI, PSDI-4 and PSDI-4K Driver Air Bag Inflators.**
- 2. Defect Information Report, TK Holdings Inc. – SPI Passenger Air Bag Inflators.**
- 3. Defect Information Report, TK Holdings Inc. –PSPI-L Passenger Air Bag Inflators.**
- 4. Defect Information Report, TK Holdings Inc. – PSPI Passenger Air Bag Inflators.**

May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**PSDI, PSDI-4, and PSDI-4K DRIVER AIR BAG INFLATORS**

1. **Manufacturer's name:**

TK Holdings Inc. ("Takata").

2. **Items of equipment potentially affected:**

All PSDI, PSDI-4, and PSDI-4K air bag inflators installed in frontal driver air bag modules in vehicles in the United States. This Report contemplates a national recall of the subject inflators. The subject inflators include all years of production, from start of production to end of production.

In accordance with the proposed staging of the remedy program described in section 7 below, the scope of the recall contemplated by this Report includes vehicles containing the subject inflators that were previously recalled and remedied by the affected vehicle manufacturers, including under recall numbers 08V-593, 09V-259, 10V-041, 11V-260, 14V-351, 14V-343, 14V-344, 14V-348, 14V-817, 14V-802, and 15V-153.

The inflators covered by this determination have been installed as original equipment or remedy parts in vehicles sold or registered in the United States and manufactured by the following five vehicle manufacturers (listed alphabetically):

American Honda Motor Co.  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Phone: 310-783-2000

BMW of North America  
P.O. Box 1227  
Woodcliff Lake, NJ 07677-7731  
Phone: 201-307-4000

Chrysler Group LLC  
800 Chrysler Drive  
Auburn Hills, MI 48326-2757  
Phone: 1-800-853-1403

**TK HOLDINGS INC.**  
**May 18, 2015**

Ford Motor Company  
330 Town Center Drive  
Dearborn, MI 48126-2738  
Phone: 1-866-436-7332

Mazda North American Operations  
46976 Magellan Drive  
Wixom, MI 48393  
Phone: 248-295-7859

**3. Total number of items of equipment potentially affected:**

Takata estimates that a combined total of approximately 17.6 million subject inflators have been installed in vehicles in the United States as both original equipment and remedy parts. Of that number, Takata estimates that approximately 4.7 million are PSDI inflators and approximately 12.9 million are PSDI-4 and PSDI-4K inflators. Included within these estimates are approximately 9.7 million inflators that were subject to previous recalls or safety campaigns.

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of PSDI subject inflators in the United States is fifty-nine (59). Fifty-four (54) of those field incidents occurred in vehicles that were subject to previous recalls. The number of field incidents known to Takata involving ruptures of PSDI-4 and PSDI-4K subject inflators in the United States is four (4). For comparison purposes, Takata estimates that there have been approximately 258,500 total field deployments of PSDI subject inflators and approximately 516,000 total field deployments of PSDI-4 and PSDI-4K subject inflators in the United States. Those estimates are based on the numbers of subject inflators described in section 3, estimates of the average age of the subject inflators in the field (11 years for PSDI and 8 years for PSDI-4 and PSDI-4K), and an estimate (used by NHTSA in its data analyses) that an average of 0.5 percent of frontal air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in no (zero) ruptures of PSDI subject inflators tested and has resulted in nine (9) ruptures (approximately 0.0722 percent) of PSDI-4 and PSDI-4K subject inflators tested, all from high absolute humidity States.



**TK HOLDINGS INC.**  
**May 18, 2015**

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The batwing-shaped propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, this potential for rupturing may also depend on other factors, including manufacturing variability.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

**6. Chronological summary of events leading to this determination:**

May 2003 – A PSDI-4 inflator ruptured in a BMW vehicle in Switzerland. After Takata was notified, the investigation determined that the 17-month-old inflator ruptured due to an overloading of propellant in the assembly of the inflator at issue. Takata introduced additional quality control measures designed to avoid such overloading.

May 2004 – A PSDI inflator manufactured in October 2001 ruptured in a Honda vehicle in Alabama. Takata was first notified of the event a year later in May 2005 and received only photographs for analysis. Takata tentatively concluded that the incident may have involved a potentially compromised tape seal on this inflator or possibly an overloading of propellant in the inflator at issue.

2007–2011 – After Takata was notified in late 2007 of a rupture of a PSDI inflator in a Honda vehicle, Takata promptly began an investigation. Following that investigation, in October 2008, Takata recommended that Honda conduct a safety recall to replace certain PSDI inflators, and Honda did so. Based on further investigation and additional information developed by Takata, Honda expanded its initial recall on several occasions to cover all vehicles containing PSDI inflators manufactured prior to December 1, 2001.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation into reports of inflator ruptures, Takata has consulted with the Fraunhofer Institute for Chemical Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include

**TK HOLDINGS INC.**

**May 18, 2015**

energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

September 2013 – Takata became aware of a rupture of a PSDI driver inflator in a Honda vehicle in Florida that was not covered by the prior Honda recalls. Takata immediately commenced an additional investigation.

December 2013 – April 2015 – Takata was informed of eight additional incidents in which PSDI and PSDI-4 driver inflators not covered by the prior Honda recalls had ruptured. These eight additional field incidents occurred in the following States: Florida (6), California (1), and North Carolina (1).

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata's highest priority is safety, and in light of the Company's desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA's request for regional field actions to replace PSDI and PSDI-4 inflators manufactured between January 1, 2004 and June 30, 2007, that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain passenger inflators.) The five vehicle manufacturers that had installed these driver inflators promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 174 PSDI inflators and 12,464 PSDI-4 and PSDI-4K inflators. None (zero) of the PSDI inflators ruptured during this testing, and nine (9) of the PSDI-4 and PSDI-4K inflators ruptured during this testing, yielding a rupture rate for the PSDI-4 and PSDI-4K inflators of 0.0722 percent. Six (6) of the ruptured inflators were returned from Florida, two (2) from Puerto Rico, and one (1) from non-coastal Georgia.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by



TK HOLDINGS INC.

May 18, 2015

means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur. In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers to Takata for the validation and production of the subject inflators as original equipment.

The results of the Fraunhofer ICT research and the Takata testing to date are consistent with the location and age of the inflators that have ruptured in the field and in Takata's testing.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Defect Information Report.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015, Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

At the present time, Takata continues to produce a small number of PSDI-4 inflators for use as remedy parts. Takata intends to cease production of the subject inflators, including for use as remedy parts.

Consistent with the above, including Takata's discussions with NHTSA, Takata's preliminary recommendation for the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under this approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators in four stages over time, as outlined here:

- First, vehicles sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, Mississippi, California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri, and containing subject inflators manufactured between the start of production and December 31, 2007;

**TK HOLDINGS INC.**  
**May 18, 2015**

- Second, vehicles sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, Mississippi, California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri, and containing subject inflators manufactured between the start of production and December 31, 2011;
- Third, vehicles sold in or ever registered in any other States not listed above and containing subject inflators manufactured between the start of production and December 31, 2007; and
- Fourth, any remaining vehicles not listed above that contain the subject inflators, including subject inflators previously installed as remedy parts.



May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**SPI PASSENGER AIR BAG INFLATORS**

**1. Manufacturer's name:**

TK Holdings Inc. ("Takata").

**2. Items of equipment potentially affected:**

All SPI air bag inflators manufactured by Takata between April 2000 (start of production) and the end of inflator production for vehicle Model Year 2008 that were installed as original equipment in frontal passenger air bag modules in vehicles sold in the United States. This Report contemplates a nationwide recall of the subject inflators.

The scope of the recall contemplated by this Report includes vehicles that were previously recalled under prior recalls, including recall numbers 13V-133, 13V-136, 14V-361, 14V-312, 14V-399, 14V-340, 14V-343, 14V-350, 14V-421, 14V-471, 14V-655, 14V-701, 14V-752, 14V-763, 14V-770, 14V-787, and 15V-226. The inflators described in this Report may have previously been covered under two Defect Information Reports filed by Takata: 13E-017 and 14E-073.

Takata continues to conduct engineering analyses of SPI inflators produced after the end of production for Model Year 2008.

The inflators covered by this determination were installed in vehicles manufactured by the following vehicle manufacturers (listed alphabetically):

Chrysler Group LLC  
800 Chrysler Drive  
Auburn Hills, MI 48326-2757  
Phone: (800) 853-1403

Daimler Trucks North America LLC  
4747 N. Channel Avenue  
Portland, OR 97217-3849  
Phone: (503) 745-8000

**TK HOLDINGS INC.**  
**May 18, 2015**

Ford Motor Company  
330 Town Center Drive  
Dearborn, MI 48126-2738  
Phone: (866) 436-7332

General Motors LLC  
3001 Van Dyke Road  
Warren, MI 48090-9020  
Phone: (313) 556-5000

Mitsubishi Motors North America, Inc.  
6400 Katella Avenue  
Cypress CA 90630  
Phone: (714) 372-6000

Nissan North America, Inc.  
One Nissan Way  
Franklin, TN 37068  
Phone: (615) 725-1000

Subaru of America, Inc.  
P.O. Box 6000  
Cherry Hill, NJ 08034-6000  
Phone: (856) 488-8500

Toyota Motor Engineering & Manufacturing  
19001 South Western Ave.  
Torrance, CA 90501  
Phone: (800) 331-4331

**3. Total number of items of equipment potentially affected:**

Takata manufactured approximately 7.7 million SPI inflators for the North American market during the date range covered by this Report. Of that number, Takata estimates that approximately 2.8 million were subject to previous recalls and safety campaigns. Although Takata knows how many subject inflators it sold to each of the vehicle manufacturers identified above during the relevant period, it does not know precisely how many of those inflators were installed in vehicles that were sold in or registered in the United States. More precise information can be supplied by the vehicle manufacturers.

**TK HOLDINGS INC.**

**May 18, 2015**

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is eight (8). Of those field incidents, four (4) involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 202,125 total field deployments of SPI subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (10.5 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in fifty-six (56) ruptures (approximately 0.9 percent) of the subject inflators tested.

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results and investigation indicate that this potential for rupturing may also depend on other factors, including vehicle design factors and manufacturing variability.

Takata is also aware of a potential issue associated with the inflator body internal tape seals on some SPI inflators. During its investigation, Takata observed a small number of tape seal leaks in SPI inflators manufactured prior to 2007. These leaks were discovered during leak testing in 2014, as part of the Takata returned-inflator evaluation program. Leaks have been found in SPI inflators returned from several of the vehicle manufacturers listed in section 2. Such a leak can increase the potential for moisture to reach the main propellant wafers, possibly in areas outside of the highest absolute humidity States.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.



TK HOLDINGS INC.  
May 18, 2015

**6. Chronological summary of events leading to this determination:**

May 2009–March 2010 – Four SPI inflators ruptured in auto recycling centers in Japan.

October 2011 – Takata was first notified of a reported field rupture involving an SPI inflator in a Toyota vehicle in Japan.

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional field rupture incidents in the United States, two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years). These incidents all occurred in Toyota Corolla vehicles and involved PSPI-L inflators.

April 2013 – Based on its investigation, Takata submitted a defect information report (“DIR”), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a

**TK HOLDINGS INC.**

**May 18, 2015**

relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata’s highest priority is safety, and in light of the Company’s desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA’s request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Three of these involved SPI inflators installed in Nissan Sentra vehicles. Two of these incidents occurred in Florida and the remaining incident occurred in Louisiana.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing includes (but is not limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 5,911 SPI passenger inflators. Of those inflators, 56 ruptured during this testing, yielding a rupture rate of 0.9 percent. All of these test ruptures involved inflators returned from the States identified in the prior paragraph, except two (one returned from Oregon and one from Pennsylvania) that were subject to previous recalls.



**TK HOLDINGS INC.**  
**May 18, 2015**

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research to date are consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing. Takata's testing also indicates that the design of the vehicle and the design of the air bag module are associated with differences in outcomes.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

In addition, as part of its investigation, Takata conducted air leak tests and helium leak tests on certain inflators. Leak testing started in November 2014 as part of Takata's returned-inflator evaluation program. Through May 1, 2015, Takata has identified a high leak rate in 28 out of 1027 SPI inflators tested. The cause of these leaks is still under investigation, but it appears to be due, in part, to an adhesion failure of the tape seal that occurs after long-term environmental exposure. No leaks have been observed in any inflators manufactured after 2004.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Defect Information Report. In particular, in an abundance of caution and to address practical considerations relating to the administration of the remedy program for the United States, Takata agreed to extend the scope of the present Report through inflator production for Model Year 2008 at the insistence of NHTSA.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015, Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

**TK HOLDINGS INC.**

**May 18, 2015**

At this time and consistent with the above, including Takata's discussions with NHTSA, Takata's preliminary recommendation for the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under this approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators in four stages, based on the order of production with the oldest inflators being remedied first.

May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**PSPI-L PASSENGER AIR BAG INFLATORS**

1. **Manufacturer's name:**

TK Holdings Inc. ("Takata").

2. **Items of equipment potentially affected:**

All PSPI-L air bag inflators installed as original equipment in frontal passenger air bag modules in specific vehicle models sold in the United States, as follows:

Model Years 2004-2007 Honda Accord vehicles  
Model Years 2003-2007 Toyota Corolla vehicles  
Model Years 2003-2007 Toyota Matrix vehicles  
Model Years 2003-2007 Pontiac Vibe vehicles

This Report contemplates the potential for a national recall, subject to the determinations of NHTSA and consultations with the affected vehicle manufacturers, as described in section 7 below. The recall contemplated in this Report would be in addition to the previous recalls and safety campaigns involving these inflators, including recall numbers 13V-132, 13V-133, 14V-312, 14V-349, 14V-353, 14V-655, and 14V-700. Takata previously filed Defect Information Reports 13E-017 and 14E-073 relating to the subject inflators.

Takata continues to conduct engineering analyses of other PSPI-L inflators, including those produced after the end of production for Model Year 2007.

The inflators covered by this determination were installed as original equipment in vehicles manufactured by the following vehicle manufacturers (listed alphabetically):

American Honda Motor Co.  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Phone: (310) 783-2000

General Motors LLC  
30001 Van Dyke Road  
Warren, MI 48090-9020  
Phone: (313) 556-5000



**TK HOLDINGS INC.**  
**May 18, 2015**

Toyota Motor Engineering & Manufacturing  
19001 South Western Ave.  
Torrance, CA 90501  
Phone: (800) 331-4331

**3. Total number of items of equipment potentially affected:**

The total number of subject inflators potentially affected on a national basis in the vehicle models identified above is approximately 5.2 million. Of that number, Takata estimates that approximately 1.1 million are subject to previous recalls and safety campaigns.

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is ten (10). Of those field ruptures, four (4) involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 143,000 total field deployments of the subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (11 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by the vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in 180 ruptures (approximately 2.16 percent) of the subject inflators tested.

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results indicate that even with identical inflator designs, the likelihood of a potential rupture is greater in certain vehicle models, including the models identified above, due to factors that have not yet been identified. The potential for rupture may also be influenced by other factors, including manufacturing variability.

**TK HOLDINGS INC.**  
**May 18, 2015**

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

**6. Chronological summary of events leading to this determination:**

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional incidents in the United States (two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years)). These incidents all occurred in Honda Civic or Toyota Corolla vehicles.

April 2013 – Based on its investigation, Takata submitted a defect information report (“DIR”), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a



**TK HOLDINGS INC.**  
**May 18, 2015**

relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata’s highest priority is safety, and in light of the Company’s desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA’s request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Four of these involved PSPI-L inflators installed in Toyota Corolla vehicles. Three of these incidents occurred in Puerto Rico and the remaining incident occurred in Texas.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 8,320 PSPI-L inflators from the affected vehicle manufacturers, including inflators installed in vehicle models not covered by this report. Of those inflators, 180 ruptured during this testing, yielding a rupture rate of 2.16 percent. All but three of these test ruptures involved inflators returned from the high absolute humidity States listed in the first stage of the remedy program described in section 7 below. The remaining three test ruptures involved inflators returned from Illinois (2) and Kentucky (1), but the information available to

TK HOLDINGS INC.  
May 18, 2015

Takata indicates that these three inflators were removed from vehicles that had been registered for several years in Florida or coastal Texas.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long-term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research date are consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing.

Takata's testing indicates that vehicle and model design differences are associated with differences in outcomes. Significantly, Takata's test results indicate that the likelihood of a potential rupture is greater in the vehicle models identified in this report, due to as-yet unidentified factors.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Report.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015 (the "Consent Order"), Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

Pursuant to the Consent Order, Takata will continue to test the subject inflator type in all makes, models, and model years of vehicles that are covered by a safety campaign or otherwise made available or obtained by Takata for testing, and Takata will report those results to NHTSA.



**TK HOLDINGS INC.**

**May 18, 2015**

Consistent with paragraphs 4 and 9 of the Consent Order, this Report recommends and contemplates that the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under that approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators first in high absolute humidity States, with any further expansion of the remedy program to proceed by geographic zones, contingent on subsequent orders that may be issued by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, as follows:

- The initial recall contemplated by this Report and the Consent Order would include the vehicle models listed in section 2 that were sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, and Mississippi;
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri;
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of Ohio, Indiana, New Jersey, West Virginia, the District of Columbia, Kansas, Pennsylvania, Washington, Massachusetts, Connecticut, Michigan, New York, Rhode Island, Oregon, Iowa, and Nebraska; and
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any of the remaining States.

May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**PSPI PASSENGER AIR BAG INFLATORS**

**1. Manufacturer's name:**

TK Holdings Inc. ("Takata").

**2. Items of equipment potentially affected:**

All PSPI air bag inflators installed as original equipment in frontal passenger air bag modules in specific vehicle models sold in the United States, as follows:

Model Year 2003 Honda Accord vehicles  
Model Years 2001-2006 Honda Civic vehicles

The above represents all Model Years of the listed vehicle makes and models that contain PSPI inflators.

This Report contemplates the potential for a national recall, subject to the determinations of NHTSA and consultations with the vehicle manufacturer, as described in section 7 below. The recall contemplated in this Report would be in addition to the previous recalls and safety campaigns involving these inflators, including recall numbers 13V-132, 14V-349, 14V-353, and 14V-700. Takata previously filed Defect Information Reports 13E-017 and 14E-073 relating to the subject inflators.

The inflators covered by this determination were installed as original equipment in vehicles manufactured by the following vehicle manufacturer:

American Honda Motor Co.  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Phone: (310) 783-2000

**3. Total number of items of equipment potentially affected:**

The total number of subject inflators potentially affected on a national basis in the vehicle models identified above is approximately 3.3 million. Of that number, Takata estimates that approximately 2.1 million are subject to previous recalls and safety campaigns.



TK HOLDINGS INC.

May 18, 2015

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is three (3), all of which involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 94,875 total field deployments of the subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (11.5 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by Honda, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in twenty (20) ruptures (approximately 0.51 percent) of the subject inflators tested.

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results indicate that even with identical inflator designs, the likelihood of a potential rupture is greater in certain vehicle models, including the models identified above, due to factors that have not yet been identified. The potential for rupture may also be influenced by other factors, including manufacturing variability.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

**6. Chronological summary of events leading to this determination:**

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical

**TK HOLDINGS INC.**  
**May 18, 2015**

Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional incidents in the United States (two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years)). These incidents all occurred in Honda Civic or Toyota Corolla vehicles.

April 2013 – Based on its investigation, Takata submitted a defect information report (“DIR”), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata’s highest priority is safety, and in light of the Company’s desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA’s request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct



**TK HOLDINGS INC.**

**May 18, 2015**

the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Four of these involved PSPI-L inflators installed in Toyota Corolla vehicles. Three of these incidents occurred in Puerto Rico and the remaining incident occurred in Texas.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 3,932 Honda PSPI inflators. Of those inflators, 20 ruptured during this testing, yielding a rupture rate of 0.51 percent. All of these test ruptures involved inflators returned from the high absolute humidity States listed in the first stage of the remedy program described in section 7 below.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long-term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research to date are

**TK HOLDINGS INC.**

**May 18, 2015**

consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing.

Takata's testing indicates that vehicle and model design differences are associated with differences in outcomes. Significantly, Takata's test results indicate that the likelihood of a potential rupture is greater in the vehicle models identified in this report, due to as-yet unidentified factors.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Report.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015 (the "Consent Order"), Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

Pursuant to the Consent Order, Takata will continue to test the subject inflator type in all makes, models, and model years of vehicles that are covered by a safety campaign or otherwise made available or obtained by Takata for testing, and Takata will report those results to NHTSA.

Consistent with paragraphs 4 and 9 of the Consent Order, this Report recommends and contemplates that the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under that approach, Takata plans to work with the manufacturer of the vehicles in which the subject inflators were installed (Honda) to implement an appropriate recall to replace the subject inflators first in high absolute humidity States, with any further expansion of the remedy program to proceed by geographic zones, contingent on subsequent orders that may be issued by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, as follows:

- The initial recall contemplated by this Report and the Consent Order would include the vehicle models listed in section 2 that were sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, and Mississippi;



**TK HOLDINGS INC.**

**May 18, 2015**

- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri;
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of Ohio, Indiana, New Jersey, West Virginia, the District of Columbia, Kansas, Pennsylvania, Washington, Massachusetts, Connecticut, Michigan, New York, Rhode Island, Oregon, Iowa, and Nebraska; and
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any of the remaining States.

**UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**  
1200 New Jersey Avenue SE  
Washington, D.C. 20590

**In re:** )  
 )  
EA15-001 )  
Air Bag Inflator Rupture )  
 )  
 )  
 )

**CONSENT ORDER**

This Consent Order is issued pursuant to the authority of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation, to resolve issues of liability raised in the above-captioned investigation, to mitigate and control risks of harm, and to promote public safety. This Consent Order sets forth the penalties, requirements, and performance obligations agreed to by TK Holdings Inc. (“Takata”), in connection with Takata’s alleged failure to fully comply with the requirements of the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified (the “Safety Act”), 49 U.S.C. § 30101, *et seq.*, and applicable regulations thereunder, as detailed herein.

The Consent Order of May 18, 2015, issued by NHTSA in this matter and agreed to by Takata, remains in effect and is hereby incorporated by reference, and its terms and conditions are made a part of this Consent Order as if set forth fully herein.

**I. NATURE OF THE ACTION**

1. The Safety Act provides for regulation of motor vehicles and motor vehicle equipment by the Secretary of Transportation. The Secretary has delegated his authorities under the Safety Act to the NHTSA Administrator, 49 C.F.R. §§ 1.95(a), 501.2(a)(1).

2. The Safety Act and applicable regulations impose certain obligations on manufacturers of motor vehicles and motor vehicle equipment to provide timely notice to NHTSA in particular circumstances where the manufacturer has determined in good faith that its motor vehicles or items of equipment contain a defect related to motor vehicle safety or do not comply with a Federal Motor Vehicle Safety Standard. *See* 49 U.S.C. § 30118(c); 49 C.F.R. § 573.3(e)(f); 49 C.F.R. § 573.6(a). Such notice, in the form of a Defect Information Report, is required not more than five working days after the manufacturer knew or should have known of a potential defect in its motor vehicle or motor vehicle equipment that poses an unreasonable risk to safety, or a non-compliance in its vehicles or equipment. *See* 49 C.F.R. § 573.6(a); *see also United States v. General Motors Corp.*, 656 F. Supp. 1555, 1559 n.5 (D.D.C. 1987); *United States v. General Motors Corp.*, 574 F. Supp. 1047, 1049-50 (D.D.C. 1983).

3. The Safety Act and applicable regulations impose certain obligations on manufacturers to preserve records that are needed for the proper investigation, and adjudication or other disposition, of possible defects related to motor vehicle safety. 49 U.S.C. § 30166(e); 49 C.F.R. § 576.2. The records to be maintained by manufacturers include documentary materials that contain information concerning malfunctions that may be related to motor vehicle safety. 49 C.F.R. § 576.6. Such malfunctions include any failure in performance that could, in any reasonably foreseeable manner, be a causative factor in, or aggravate, an accident or an injury to a person. 49 C.F.R. § 576.8.

4. The Safety Act and applicable regulations impose certain obligations on manufacturers to provide timely, accurate, and complete information and cooperation in response to requests from NHTSA in connection with the investigation of potential risks to safety. *See* 49 U.S.C. §§ 30166(c), 30166(e).

5. A person who violates the defect notification requirements of the Safety Act, or a regulation thereunder, is currently liable to the United States Government for a civil penalty of not more than \$7,000 for each violation, subject to a limit of \$35,000,000 for a related series of violations. *See* 49 U.S.C. § 30165(a)(1); 49 C.F.R. § 578.6(a)(1). A person who fails to comply with the records retention and/or reporting obligations of section 30166 is currently liable for penalties of up to \$7,000 per day per violation, subject to a limit of \$35,000,000 for a related series of violations. 49 U.S.C. § 30165(a)(3); 49 C.F.R. § 578.6(a)(3). A separate violation occurs for each item of motor vehicle equipment and for each failure or refusal to allow or perform a required act. 49 U.S.C. § 30165(a)(1); 49 C.F.R. § 578.6(a)(1).

6. Takata is a manufacturer of motor vehicle equipment within the meaning of the Safety Act, *see* 49 U.S.C. §§ 30102(a)(5), 30102(a)(7), and a person within the meaning of 49 U.S.C. § 30165.

## **II. BACKGROUND**

7. On June 11, 2014, NHTSA opened a formal defect investigation (Preliminary Evaluation, PE14-016) into certain Takata air bag inflators that may become over-pressurized and rupture during air bag deployment, resulting in injury to the driver and/or passenger.

8. During the course of PE14-016, NHTSA issued two Special Orders to Takata, one on October 30, 2014 and one on November 18, 2014, and one General Order to Takata and the affected motor vehicles manufacturers on November 18, 2014, all of which requested documents and information related to the investigation.

9. On February 24, 2015, NHTSA upgraded and expanded its investigation to include various model year 2001-2011 motor vehicles, which contain air bag inflators manufactured by Takata (Engineering Analysis, EA15-001).

10. On May 18, 2015, Takata filed four Defect Information Reports with NHTSA in accordance with 49 C.F.R. § 573.6 (the “Takata DIRs”). In those Takata DIRs, Takata identified a defect related to motor vehicle safety that may arise in some of the frontal air bag inflator types that it has manufactured. The Takata DIRs have been designated by NHTSA as Recall Nos. 15E-040, 15E-041, 15E-042, and 15E-043.

11. On May 18, 2015, in connection with the filing of the Takata DIRs, Takata agreed to and NHTSA issued a Consent Order in EA15-001 (the “First Takata Consent Order”). Under the terms of the First Takata Consent Order, Takata was required to continue its cooperation in NHTSA investigation EA15-001; continue its cooperation in all regulatory actions and proceedings that may become part of NHTSA’s ongoing investigation and oversight of Takata air bag inflators; submit a plan to NHTSA outlining the steps Takata would take to maximize recall completion rates (the “‘Get the Word Out’ Digital Outreach Plan”); and submit a plan to provide NHTSA with test data and other information regarding the service life and safety of the remedy inflators (the “Proposed Plan to Test the Service Life and Safety of Certain Inflators”). *See* First Takata Consent Order at ¶¶ 7, 10. To date, Takata has substantially complied with the First Takata Consent Order.

12. On June 5, 2015, NHTSA issued a Notice of Coordinated Remedy Program Proceeding for the Replacement of Certain Takata Air Bag Inflators, and opened Docket No. NHTSA-2015-0055, to determine what action, if any, the agency should undertake to prioritize, organize, and phase the recall and remedy programs related to the Takata DIRs. *See* 80 Fed. Reg. 32197 (June 5, 2015).

13. Since commencing the Coordinated Remedy Program Proceeding, NHTSA has issued two additional Special Orders to Takata - one on June 19, 2015 and one on August 13,



2015. The Special Orders sought documents and information relevant to NHTSA's investigation and the Coordinated Remedy Program Proceeding. To date, Takata has substantially complied with these Special Orders.

### III. FINDINGS

14. During the course of NHTSA's investigation, including its review of Takata's responses to the Special Orders issued by NHTSA, its review of documents produced by Takata, and its review of information proactively disclosed by Takata, the agency has discovered facts and circumstances indicating that Takata may have violated the Safety Act and the regulations thereunder in at least some respects; including possible violations of 49 U.S.C. § 30118(c)(1), 49 U.S.C. § 30119(c)(2), 49 U.S.C. § 30166, 49 C.F.R. § 573.3(e)-(f), and 49 C.F.R. § 573.6(b). It is the mutual desire of NHTSA and Takata to resolve these alleged violations, without the need for further action, to avoid the legal expenses and other costs of a protracted dispute and potential litigation, as well as to establish remedial measures with the purpose of mitigating risk and deterring future violations.

15. More specifically, during the course of NHTSA's investigation, the agency has discovered facts and circumstances indicating that:

a. Takata failed to provide notice to NHTSA of the safety-related defect that may arise in some of the inflators that are the subjects of Recall Nos. 13E-017, 14E-073, 15E-040, 15E-041, 15E-042, and 15E-043 within five working days of when Takata determined, or in good faith should have determined, the existence of that defect.

b. In several instances, Takata produced testing reports that contained selective, incomplete, or inaccurate data.

c. Takata failed to clarify inaccurate information provided to NHTSA, including, but not limited to, during a presentation made to the agency in January 2012.

d. Takata failed to comply fully with the instructions contained in the Special Orders issued by NHTSA on October 30, 2014 and November 18, 2014, as set forth more fully in the agency's February 20, 2015 letter to Takata.

#### **IV. LEGAL AUTHORITY**

16. NHTSA issues this Consent Order pursuant to its authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), including, among other things, its authority to inspect and investigate, 49 U.S.C. § 30166(b)(1); compromise the amount of civil penalties, 49 U.S.C. § 30165(b); ensure that defective vehicles and equipment are recalled, 49 U.S.C. §§ 30118-30119; ensure the adequacy of recalls, 49 U.S.C. § 30120(c)(1); accelerate remedy programs, 49 U.S.C. § 30120(c)(3); and require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g). In consideration of Takata's entry into this Consent Order and its commitments outlined below, it is AGREED by Takata and ORDERED by NHTSA as follows:

#### **V. TERMS AND CONDITIONS OF CONSENT ORDER**

##### **Safety Act Admissions**

17. Takata admits that it did not satisfy the notice provisions of the Safety Act when it failed to provide notice to NHTSA of certain information potentially relevant to one or more of the safety-related defects that may arise in some of the inflators that are the subjects of Recall Nos. 13E-017, 14E-073, 15E-040, 15E-041, 15E-042, and 15E-043 within the five-day period provided by the Safety Act and regulations prescribed thereunder in 49 U.S.C. § 30118(c)(1),

49 U.S.C. § 30119(c)(2), 49 C.F.R. § 573.3(e)-(f), and 49 C.F.R. § 573.6(b), which at the time Takata did not believe was required.

18. Takata admits that it failed to provide, within the time limits requested by NHTSA, an explanation of certain documents produced to NHTSA pursuant to the Special Orders issued by NHTSA on October 30, 2014 and November 18, 2014.

**Civil Penalty**

19. Subject to the terms in the remainder of this Paragraph 19, Takata shall pay a civil penalty in the sum of two hundred million dollars (\$200,000,000) in connection with the matters addressed in this Consent Order, as follows:

a. The sum of seventy million dollars (\$70,000,000) shall be paid as the Civil Penalty Amount in accordance with the instructions set forth in Paragraph 20.

b. The sum of sixty million dollars (\$60,000,000), in the form of Stipulated Civil Penalties, shall be deferred and held in abeyance pending satisfactory completion of Paragraph 26.b.

c. The sum of seventy million dollars (\$70,000,000), in the form of Liquidated Penalties, shall be deferred and held in abeyance, and shall become due and payable in the increments described in Paragraphs 26.a. and 47 below, in the event NHTSA determines that Takata entered into any new contract for the manufacture and sale of any Takata PSAN inflator after the date of this Consent Order, or committed a violation of the Safety Act or the regulations prescribed thereunder, which was not disclosed to NHTSA as of the date of this Consent Order.

20. Takata shall pay the Civil Penalty Amount of seventy million dollars (\$70,000,000) in six lump-sum payments by electronic funds transfer to the U.S. Treasury, in

accordance with the instructions provided by NHTSA. The payments shall be made on the following schedule:

	<b>Date</b>	<b>Amount</b>
<b>First Payment</b>	February 1, 2016	\$10,000,000
<b>Second Payment</b>	October 31, 2016	\$10,000,000
<b>Third Payment</b>	October 31, 2017	\$10,000,000
<b>Fourth Payment</b>	October 31, 2018	\$10,000,000
<b>Fifth Payment</b>	October 31, 2019	\$15,000,000
<b>Sixth Payment</b>	October 31, 2020	\$15,000,000

21. Takata admits that it has an obligation to the United States in the amount of two hundred million dollars (\$200,000,000), as provided for in Paragraph 19 above, arising from activities under the jurisdiction of the U.S. Department of Transportation and subject to the Federal Claims Collection Act of 1966, as amended and codified at 31 U.S.C. § 3701, *et seq.* (hereinafter the “Claims Collection Act”).

22. If Takata fails to make the payment of the Civil Penalty Amount set forth in Paragraph 20 above, or any payment of Stipulated Civil Penalties or Liquidated Penalties, as may be imposed in accordance with Paragraphs 26.a., 26.b., and 47, on or before their respective due dates, Takata shall be in default of this Consent Order and any unpaid amounts shall become immediately due and owing. In that event, (i) Takata agrees not to contest any collection action undertaken by NHTSA or the United States pursuant to the Claims Collection Act and U.S. Department of Transportation regulations, 49 C.F.R. § 89, either administratively or in any court, and (ii) Takata shall affirmatively waive any and all defenses or rights that would otherwise be available to it in any such collection proceeding. In addition, in such a proceeding, Takata shall pay the United States all reasonable costs of collection and enforcement, including attorneys’ fees and expenses.

23. In determining the appropriate amount of the civil penalty to be imposed, the agency has taken into consideration the purpose and objectives of the Safety Act (including the relevant factors set forth at 49 U.S.C. § 30165(c)), as well as the actions and commitments of Takata, including: Takata's willingness to enter into this Consent Order; Takata's decision to terminate certain employees; Takata's continued commitment to cooperate in the agency's ongoing investigation of air bag inflator ruptures, EA15-001, and its commitment to cooperate in the Coordinated Remedy Program announced by NHTSA on November 3, 2015, as set forth in Paragraph 32 below; Takata's commitment to improving its internal safety culture, as set forth in Paragraph 33 below; and the substantial costs Takata will incur in implementing and completing its "Get the Word Out" Digital Outreach Plan, its Proposed Plan to Test the Service Life and Safety of Certain Inflators, and the other obligations of this Consent Order.

**Phase Out of Certain Takata PSAN Inflators**

24. Takata states that air bags equipped with inflators containing phase-stabilized ammonium nitrate-based propellants (the "Takata PSAN inflators") have generally performed as intended and in the vast majority of cases deploy safely and are effective in saving lives and preventing serious injuries in motor vehicle accidents. Takata further states that it continues to have confidence in the safety of the Takata PSAN inflators it is manufacturing for use in air bags. NHTSA does not share this same confidence in the long-term performance of such inflators, particularly those that do not contain a desiccant;<sup>1</sup> including, but not limited to, the following inflator types: SDI, PSDI, PSDI-4, PSDI-4K, SPI, PSPI, and PSPI-L (the "non-desiccated Takata PSAN inflators"). In order to reach this resolution with NHTSA, and

---

<sup>1</sup> A desiccant is hygroscopic substance that has a high affinity for moisture and is used as a drying agent.

considering the commercial needs of its customers, Takata has agreed to phase out of the manufacture and sale of certain Takata PSAN inflators, as described below.

25. To mitigate and control the risk of serious injury or death due to an air bag inflator rupture, and in light of the significant population of vehicles containing Takata inflators, as well as Takata's current understanding of the defect that may arise in some inflators, as set forth in the Takata DIRs (*i.e.*, that "the inflator ruptures appear to have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity"), the agency believes there is a principled basis to allow Takata, on the schedule set forth below, to phase out of its manufacture and sale of certain Takata PSAN inflators and to continue testing the safety and service life of the Takata PSAN inflators, as set forth in Paragraphs 26-28 below. Based upon the agency's analysis and judgment, this approach best meets the objectives of the Safety Act, while taking into account the size of the affected vehicle population, the apparent nature of the defect mechanism, and other factors as they are best known and understood as of the date of this Consent Order. That being said, NHTSA states that Takata has studied this complex problem for at least the last eight years and, to date, does not have a definitive root cause. The agency does not believe that the American public will be well served if the root cause investigation continues indefinitely. The agency further believes there is a principled basis to require Takata to either demonstrate the safety of the Takata PSAN inflators, or file Defect Information Reports, as set forth in Paragraphs 29-30 below.

NHTSA reserves the right to alter the schedules set forth in Paragraphs 26 and 30 through a final order if NHTSA determines that such alteration is required by the Safety Act based on the occurrence of future field ruptures, testing (whether conducted by Takata, NHTSA, or any other

third party), or other circumstances to mitigate an unreasonable risk to safety within the meaning of the Safety Act. Any such order altering the schedules set forth in Paragraphs 26 and 30 will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

26. **New and Existing Contracts.** Takata shall phase out of the manufacture and sale of certain Takata PSAN inflators for use in the United States, as set forth in this Paragraph.

a. With respect to new contracts, Takata shall not, and hereby represents that it has not since October 31, 2015, commit, contract for sale or resale, offer, provision for use, or otherwise agree to place into the stream of commerce of the United States any Takata PSAN inflator, regardless of whether it contains 2004 propellant or 2004L propellant, and regardless of whether or not it contains desiccant. If Takata violates this Paragraph 26.a., then Takata shall pay Liquidated Penalties as follows: for the first such violation, Takata shall make a lump-sum payment of five million dollars (\$5,000,000); for the second such violation, Takata shall make a lump-sum payment of ten million dollars (\$10,000,000); and for the third such violation, Takata shall make a lump-sum payment of twenty million dollars (\$20,000,000). Each payment of such Liquidated Penalties shall be made by electronic funds transfer to the U.S. Treasury within ten



business days of a final determination of the violation by NHTSA (following a reasonable opportunity for Takata to seek review of the determination), in accordance with the instructions provided by NHTSA. Nothing in this paragraph bars Takata from (1) selling or shipping service or replacement parts for the types of inflators covered by supply contracts existing prior to October 31, 2015, or (2) committing, selling, offering, provisioning for use, or otherwise agreeing to supply Takata PSAN inflator types that contain desiccant in lieu of non-desiccated Takata PSAN inflators; provided, however, that the manufacture and sale may be limited in case of: (i) any non-desiccated Takata PSAN inflators by Paragraph 26.b. and (ii) any desiccated Takata PSAN inflators (as defined in Paragraph 26.c. below) by Paragraph 26.c.

b. With respect to contracts entered into before October 31, 2015, under which Takata is currently obligated to manufacture and sell non-desiccated Takata PSAN inflators in the future, Takata shall phase out of the manufacture and sale of such non-desiccated Takata PSAN inflators for use in the United States, including for use as remedy parts in connection with any existing recall campaign, on the following schedule:

[SCHEDULE FOLLOWS ON NEXT PAGE]

Deadline	Description of Phase Out Commitment
By Dec. 31, 2015	Less than 50% of driver inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2016	Less than 10% of driver inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators, and none of which shall contain the “Batwing” shaped propellant wafer.
By Dec. 31, 2017	Takata will stop supplying non-desiccated Takata PSAN driver inflators for use in the U.S., subject to de minimis exceptions for the necessary supply of service parts, but only as approved by NHTSA in writing.
By Dec. 31, 2016	Less than 50% of passenger and side inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2017	Less than 10% of passenger and side inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2018	Takata will stop supplying non-desiccated Takata PSAN passenger and side inflators for use in the U.S., subject to de minimis exceptions for the necessary supply of service parts, but only as approved by NHTSA in writing.

Takata shall submit to NHTSA a declaration executed by a senior officer, under oath and pursuant to 28 U.S.C. § 1746, within fourteen business days after each deadline set forth above, certifying that it has met the deadline. For purposes of meeting each deadline, Takata may rely on reasonable, good faith estimates or on reasonable representations from vehicle manufacturers in identifying or quantifying inflators produced for use in the United States. If Takata fails to comply with any deadline set forth in this Paragraph 26.b., then Takata shall pay Stipulated Civil Penalties in the amount of \$10 million per deadline missed. To the extent such stipulated penalties become due and owing, they shall be paid by wire transfer within ten business days of the missed deadline in accordance with the instructions provided by NHTSA. The payment of Stipulated Civil Penalties **does not** relieve Takata of its obligation to perform as required by this Paragraph 26.b., the continued failure of which may be the subject of a civil action compelling Takata’s specific performance.

c. With respect to contracts entered into before October 31, 2015, under which Takata is currently obligated to manufacture and sell Takata PSAN inflator types that contain desiccant (the “desiccated Takata PSAN inflators”), including, but not limited to, SDI-X, PSDI-5, PSDI-X, SPI-X, PSPI-X, SDI-X 1.7, PDP, and SDP, Takata may continue to manufacture and sell such inflators in accordance with those existing contracts and purchase orders. However, NHTSA reserves the right to order Takata to phase out of the manufacture and sale of the desiccated Takata PSAN inflators if NHTSA determines that such a phase out is required by the Safety Act based on the occurrence of future field ruptures, testing (whether conducted by Takata, NHTSA, or any other third party), or other circumstances to mitigate an unreasonable risk to safety within the meaning of the Safety Act. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata’s objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata’s obligations under any such order, including an action to compel specific performance.

**Further Testing of Takata PSAN Inflators and Potential Future Recalls**

27. **Testing of Non-Desiccated Takata PSAN Inflators.** Takata shall continue its current service life and safety testing of non-desiccated Takata PSAN inflators. Takata shall

provide frequent updates to NHTSA on the status of this effort and test results, and shall respond fully and accurately to any request for information by the agency.

28. **Testing of Desiccated Takata PSAN Inflators.** Takata shall extend its current service life and safety testing to include testing of desiccated Takata PSAN inflators, with the cooperation of the vehicle manufacturers, to determine the service life and safety of such inflators, and to determine whether, and to what extent, these inflator types suffer from a defect condition, regardless of whether it is the same or similar to the conditions at issue in the Takata DIRs. Takata shall provide frequent updates to NHTSA on the status of this effort and test results, and shall respond fully and accurately to any request for information by the agency.

29. **Agency Defect Determinations.** At any time, the Associate Administrator for Enforcement may make a determination that a defect within the meaning of the Safety Act – *i.e.*, a defect that presents an unreasonable risk to safety – exists in any Takata PSAN inflator type, whether non-desiccated or desiccated, based upon: (a) the occurrence of a field rupture(s) of that Takata PSAN inflator type, (b) testing data and analysis relating to the propensity for rupture of that Takata PSAN inflator type, (c) Takata’s ultimate determinations concerning the safety and/or service life of any Takata PSAN inflator type, (d) the determination of root cause of inflator ruptures by any credible source, or (e) other appropriate evidence. Within five business days of receiving such a determination by NHTSA, which shall set forth the basis for the defect determination, Takata shall either submit an appropriate Defect Information Report to the agency or provide written notice that it disputes NHTSA’s defect determination. Takata may consult with affected vehicle manufacturers and, upon a schedule to be determined by the Administrator, may present evidence supporting its position, after which the Administrator shall make a final decision. If, after consideration of Takata’s submission, the Administrator ultimately concludes

that a defect related to motor vehicle safety exists, then he or she may issue a final order directing Takata to submit the appropriate Defect Information Report(s) to the agency within five business days of the issuance of the order. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

30. ***De Facto Defect Determinations.*** If no root cause of field ruptures of the relevant type of inflator has been determined by Takata or any other credible source, or if Takata has not otherwise been able to make a showing to NHTSA concerning the safety and/or service life of any of the Takata PSAN inflators to NHTSA's satisfaction by December 31, 2018 for non-desiccated Takata PSAN inflators and by December 31, 2019 for desiccated Takata PSAN inflators, then the Administrator may issue one or more final orders setting forth a schedule on which Takata shall submit Defect Information Reports to the agency for the relevant Takata PSAN inflators. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a

civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

31. Nothing in this Consent Order, specifically including Paragraphs 25-30, shall relieve Takata of its obligation to make any defect determination and/or to file any Defect Information Report that is required by 49 C.F.R. §§ 573.3(e)-(f), and 573.6(a).

**Other Performance Obligations**

**32. Cooperation.**

a. Takata shall comply with its obligations under the Safety Act, and regulations prescribed thereunder, to take all actions reasonably necessary to comply with this Consent Order and to cooperate with NHTSA in carrying out the requirements of this Consent Order. Takata's reasonable best efforts shall include, but shall not be limited to, (i) providing prompt notice to NHTSA in the event any requirement of this Consent Order cannot be met or timely met; and (ii) ensuring that Takata employees involved in carrying out the requirements of this Consent Order are kept well-informed and are allocated sufficient time during their working hours to enable them thoroughly and effectively to perform the actions necessary to carry out those requirements.

b. Takata shall continue to cooperate with NHTSA in its ongoing investigation and oversight of Takata air bag inflators, including, but not limited to, NHTSA Investigation EA15-001.

c. Takata shall continue to cooperate in all regulatory actions and proceedings that are part of NHTSA's ongoing investigation and oversight of defective Takata air bag inflators and accompanying remedial actions, including, but not limited to,

the Coordinated Remedy Program, as announced by NHTSA in the Coordinated Remedy Order issued on November 3, 2015.

33. **Internal Safety Culture Improvements.** Takata shall work diligently to correct any lapses and improve its safety culture, as follows:

a. *Report of Internal Investigation.* Through counsel, Takata shall provide a detailed written report to NHTSA regarding the history of the rupturing inflator issues giving rise to Recall Nos. 15E-040, 15E-041, 15E-042, and 15E-043 no later than June 30, 2016. The written report shall include a summary of the facts, internal discussions and decision-making, safety lapses that Takata has uncovered, and steps taken by Takata to mitigate the risk. Takata shall not assert any claim of confidentiality or privilege with respect to this report, which shall be made publicly available by NHTSA.

b. *Confirmation of Employee Termination.* Within sixty days of the execution of this Consent Order, Takata shall submit written notice to NHTSA, confirming the identities of the individuals whose employment has been terminated as a result of, or in relation to, Takata's review of the subject matter of this Consent Order.

c. *Chief Safety Assurance and Accountability Officer.* Within sixty days following execution of this Consent Order, Takata shall designate a Chief Safety Assurance and Accountability Officer, who shall have independent authority within Takata to oversee compliance by Takata and its employees with the process improvements, written procedures, and training programs established by the Monitor. The Chief Safety Assurance and Accountability Officer is a permanent position and shall report directly to the board of directors of Takata. Takata shall provide him or her with sufficient staff and resources to carry out the duties contemplated by this Paragraph 33.c.



fully, efficiently, and without the need for burdensome approvals or administrative delays.

d. *Improvements to Internal Whistleblower Reporting.* Takata shall ensure that its existing whistleblower process permits and encourages its employees to expeditiously report concerns regarding irregularities in customer test data, malfunctions, actual or potential safety-related defects, or actual or potential noncompliance with Federal Motor Vehicle Safety Standards. Takata shall establish and rigorously enforce a non-retaliation policy for employees who report such concerns. No later than ninety days following execution of this Consent Order, Takata shall provide NHTSA with written documentation describing the process and policy for whistleblower reporting, as described in this Paragraph 33.d.

34. **Meetings with NHTSA.** Takata shall meet with NHTSA within ninety days of the execution of this Consent Order to discuss the steps it has taken pursuant to this Consent Order, and the process improvements, written procedures, and training programs being developed and implemented by the Monitor and Chief Safety Assurance and Accountability Officer. Takata shall work with NHTSA to evaluate which recommendations, process improvements, and training programs are appropriate for implementation and will develop a detailed written plan to implement any recommendations deemed appropriate. Takata shall thereafter meet with NHTSA on a quarterly basis for one year to discuss Takata's implementation of any recommendations NHTSA determines are appropriate. Takata agrees that, absent compelling circumstances, Kevin M. Kennedy, Executive Vice President of Takata (or his successor, if applicable), will attend the meetings, along with any other Takata officials, employees, or representatives whom Takata considers appropriate attendees. NHTSA may

extend the period of time for periodic meetings (no more frequently than once per quarter) pursuant to this Paragraph 34 for up to the term of this Consent Order.

**Independent Monitor**

Takata agrees to retain, at its sole cost and expense, an independent monitor (the “Monitor”) whose powers, rights and responsibilities shall be as set forth below.

35. **Jurisdiction, Powers, and Oversight Authority.** The scope of the Monitor’s authority is: (i) to review and assess Takata’s compliance with this Consent Order, including, but not limited to, Takata’s phasing out of the manufacture and sale of PSAN inflators, as described in Paragraph 26, its testing efforts, as set forth in Paragraphs 27-28, and the internal safety improvements described in Paragraph 33.a.-d. above; (ii) to monitor Takata’s compliance with the First Takata Consent Order, including its compliance with, and any alterations to, its “Get the Word Out” Digital Outreach Plan and its Proposed Pan to Test the Service Life and Safety of Certain Inflators; and (iii) to oversee, monitor, and assess compliance with the Coordinated Remedy Program, as set forth in the Coordinated Remedy Order issued by NHTSA on November 3, 2015.

It is expected and agreed that the Monitor will develop and implement process improvements, written procedures, and training programs and may make additional recommendations aimed at enhancing Takata’s ability to detect, investigate, and resolve potential safety related concerns. The Monitor will oversee the activities of the Chief Safety Assurance and Accountability Officer and, in the event of a dispute, the advice and recommendations of the Monitor will be controlling. The Monitor is not intended to supplant NHTSA’s authority over decisions related to motor vehicle safety. Except as expressly set forth below, the authority granted to the Monitor shall not include the authority to exercise oversight, or to participate in,

decisions by Takata about product offerings, decisions relating to product development, engineering of equipment, capital allocation, and investment decisions.

The Monitor's jurisdiction, powers, and oversight authority and duties are to be broadly construed, subject to the following limitation: the Monitor's responsibilities shall be limited to Takata's activities in the United States, and to the extent the Monitor seeks information outside the United States, compliance with such requests shall be consistent with the applicable legal principles in that jurisdiction. Takata shall adopt all recommendations submitted by the Monitor unless Takata objects to any recommendation and NHTSA agrees that adoption of such recommendation should not be required.

36. **Access to Information.** The Monitor shall have the authority to take such reasonable steps, in the Monitor's view, as necessary to be fully informed about those operations of Takata within or related to his or her jurisdiction. To that end, the Monitor shall have:

a. Access to, and the right to make copies of, any and all non-privileged books, records, accounts, correspondence, files, and any and all other documents or electronic records, including e-mails, of Takata and its subsidiaries, and of officers, agents, and employees of Takata and its subsidiaries, within or related to his or her jurisdiction that are located in the United States; and

b. The right to interview any officer, employee, agent, or consultant of Takata conducting business in or present in the United States and to participate in any meeting in the United States concerning any matter within or relating to the Monitor's jurisdiction; provided, however, that during any such interview, such officer, employee, agent, or consultant shall have the right to counsel and shall not be required to disclose privileged information.

c. To the extent that the Monitor seeks access to information contained within privileged documents or materials, Takata shall use its best efforts to provide the Monitor with the information without compromising the asserted privilege.

**37. Confidentiality.**

a. The Monitor shall maintain the confidentiality of any non-public information entrusted or made available to the Monitor. The Monitor shall share such information only with NHTSA, except that the Monitor may also determine in consultation with NHTSA that such information should be shared with the U.S. Department of Justice and/or other federal agencies.

b. The Monitor shall sign a non-disclosure agreement with Takata prohibiting disclosure of information received from Takata to anyone other than NHTSA or anyone designated by NHTSA or hired by the Monitor. Within thirty days after the end of the Monitor's term, the Monitor shall either return anything obtained from Takata, or certify that such information has been destroyed. Anyone hired or retained by the Monitor shall also sign a non-disclosure agreement with similar return or destruction requirements as set forth in this subparagraph.

**38. Hiring Authority.** The Monitor shall have the authority to employ, subject to ordinary and customary engagement terms, legal counsel, consultants, investigators, experts, and any other personnel reasonably necessary to assist in the proper discharge of the Monitor's duties.

**39. Implementing Authority.** The Monitor shall have the authority to take any other actions in the United States that are reasonably necessary to effectuate the Monitor's oversight and monitoring responsibilities.

40. **Selection and Termination.**

a. *Term.* The Monitor's authority set forth herein shall extend for a period of five years from the commencement of the Monitor's duties, except that (a) in the event NHTSA determines during the period of the Monitorship (or any extensions thereof) that Takata has violated any provision of this Consent Order, an extension of the period of the Monitorship may be imposed in the sole discretion of NHTSA, up to an additional one-year extension, but in no event shall the total term of the Monitorship exceed the term of this Consent Order; and (b) in the event NHTSA, in its sole discretion, determines during the period of the Monitorship that the employment of a Monitor is no longer necessary to carry out the purposes of this Agreement, NHTSA may shorten the period of the Monitorship, in accordance with subparagraph c.

b. *Selection.* NHTSA shall consult with Takata, including soliciting nominations from Takata, using its best efforts to select and appoint a mutually acceptable Monitor (and any replacement Monitors, if required) as promptly as possible. In the event NHTSA is unable to identify a Monitor who is acceptable to Takata, NHTSA shall have the sole right to select a Monitor (and any replacement Monitors, if required).

c. *Termination.* NHTSA shall have the right to terminate the retention of the Monitor at any time for cause, which termination shall be effective immediately. Termination for cause shall include termination for: (i) intentional nonperformance, misperformance, or gross negligence in the performance of the duties set forth in Paragraph 35; (ii) failure to report to NHTSA in the timeframe and manner specified in Paragraph 42; (iii) willful dishonesty, fraud or misconduct; (iv) conviction of, or a plea of nolo contendere to, a felony or other crime involving moral turpitude; or (v) the

commission of any act materially inconsistent with the object and purpose of this Consent Order and/or the Safety Act.

Upon the mutual agreement of NHTSA and Takata, the Monitor's retention may be terminated without cause upon thirty days prior written notice to the Monitor.

41. **Notice regarding the Monitor; Monitor's Authority to Act on Information received from Employees; No Penalty for Reporting.** Takata shall establish an independent, toll-free answering service to facilitate communication anonymously or otherwise with the Monitor. Within ten days of the commencement of the Monitor's duties, Takata shall advise its employees of the appointment of the Monitor, the Monitor's powers and duties as set forth in this Agreement, a toll-free telephone number established for contacting the Monitor, and email and mail addresses designated by the Monitor. Such notice shall inform employees that they may communicate with the Monitor anonymously or otherwise, and that no agent, consultant, or employee of Takata shall be penalized in any way for providing information to the Monitor (unless the Monitor determines that the agent, consultant, or employee has intentionally provided false information to the Monitor). In addition, such notice shall direct that, if an employee is aware of any violation of any law or any unethical conduct that has not been reported to an appropriate federal, state or municipal agency, the employee is obligated to report such violation or conduct to the Monitor. The Monitor shall have access to all communications made using this toll-free number. The Monitor has the sole discretion to determine whether the toll-free number is sufficient to permit confidential and/or anonymous communications or whether the establishment of an additional or different toll-free number is required.

42. **Reports to NHTSA.** The Monitor shall keep records of his or her activities, including copies of all correspondence and telephone logs, as well as records relating to actions

taken in response to correspondence or telephone calls. If potentially illegal or unethical conduct is reported to the Monitor, the Monitor may, at his or her option, conduct an investigation, and/or refer the matter to NHTSA and/or the U.S. Department of Justice. The Monitor may report to NHTSA whenever the Monitor deems fit but, in any event, shall file written reports not less often than every four months regarding: the Monitor's activities; whether Takata is complying with the terms of this Consent Order; any changes that are necessary to foster Takata's compliance with the Safety Act and/or any regulation promulgated thereunder; and any developments associated with the Coordinated Remedy Program. Sixty days prior to the scheduled expiration of his or her term, the Monitor shall submit a closing report to NHTSA assessing Takata's record of compliance with the requirements of the Consent Order.

**43. Cooperation with the Monitor.**

a. Takata and all of its officers, directors, employees, agents, and consultants shall have an affirmative duty to cooperate with and assist the Monitor in the execution of his or her duties and shall inform the Monitor of any non-privileged information that may relate to the Monitor's duties or lead to information that relates to his or her duties.

Failure of any Takata officer, director, employee, or agent to cooperate with the Monitor may, in the sole discretion of the Monitor, serve as a basis for the Monitor to recommend dismissal or other disciplinary action.

b. On a monthly basis for a period of one year, the Chief Safety Assurance and Accountability Officer shall provide the Monitor with a written list of every safety-related issue concerning any item of equipment manufactured by Takata that is being investigated, reviewed, or monitored by Takata. The Monitor shall include these issues in the reports to NHTSA under Paragraph 42.



44. **Compensation and Expenses.** Although the Monitor shall operate under the supervision of NHTSA, the compensation and expenses of the Monitor, and of the persons hired under his or her authority, shall be paid by Takata. The Monitor, and any persons hired by the Monitor, shall be compensated in accordance with their respective typical hourly rates. Takata shall pay bills for compensation and expenses promptly, and in any event within thirty days. In addition, within one week after the selection of the Monitor, Takata shall make available reasonable office space, telephone service and clerical assistance sufficient for the Monitor to carry out his or her duties.

45. **Indemnification.** Takata shall provide an appropriate indemnification agreement to the Monitor with respect to any claims arising out of the proper performance of the Monitor's duties.

46. **No Affiliation.** The Monitor is not, and shall not be treated for any purpose, as an officer, employee, agent, or affiliate of Takata.

47. **Liquidated Penalties.** Should NHTSA reasonably determine, whether based on notice from the Monitor as provided in Paragraph 42 above, on documents that become public, but were not produced to NHTSA in accordance with any of the agency's Special Orders to Takata, or on NHTSA's own investigation, that Takata had committed a violation of the Safety Act or the regulations prescribed thereunder, which was not disclosed to NHTSA as of the date of this Consent Order, Takata shall pay Liquidated Penalties in accordance with this Paragraph 47; provided, however, that Takata reserves the right to argue that its actions did not constitute a violation of the Safety Act or the regulations prescribed thereunder, or that such violation was disclosed to NHTSA as of the date of this Consent Order. For the first such violation, Takata shall make a lump-sum payment of five million dollars (\$5,000,000); for the second such

violation, Takata shall make a lump-sum payment of ten million dollars (\$10,000,000); and for the third such violation, Takata shall make a lump-sum payment of twenty million dollars (\$20,000,000). Each payment of such Liquidated Penalties shall be made by electronic funds transfer to the U.S. Treasury within ten business days of a final determination of the violation by NHTSA (following a reasonable opportunity for Takata to seek review of the determination), in accordance with the instructions provided by NHTSA.

#### **VI. TERM OF CONSENT ORDER**

48. Unless otherwise specified, the term of this Consent Order and Takata's performance obligations thereunder is five years from the date of execution; provided, however, that NHTSA may, at its sole option, extend the term of this Consent Order for one year if NHTSA reasonably decides that Takata should not be released from this Consent Order for failure to comply materially with one or more terms of this Consent Order, or for other good cause.

#### **VII. AMENDMENT**

49. This Consent Order cannot be modified, amended or waived except by an instrument in writing signed by all parties.

#### **VIII. MISCELLANEOUS**

50. **Investigation Remains Open.** Takata recognizes that NHTSA will keep the agency's investigation open in order to address the outstanding scientific and engineering questions with respect to the determination of root cause. Therefore, NHTSA's Investigation EA15-001 shall remain open until such time as NHTSA reasonably concludes, in its sole discretion and determination, that all issues thereunder have been satisfactorily resolved. Any

and all subsequent actions taken by NHTSA involving or related to the investigation into Takata air bag inflators may be included as part of EA15-001.

51. **Conflict.** In the event of a conflict between the terms and conditions of the First Takata Consent Order and this Consent Order, the terms and conditions of this Consent Order control.

52. **Notice.** Takata shall provide written notice of each required submission under this Consent Order by electronic mail to the Director of NHTSA's Office of Defects Investigation (currently Otto Matheke at Otto.Matheke@dot.gov), with copies to NHTSA's Associate Administrator for Enforcement (currently Frank Borris at Frank.Borris@dot.gov) and NHTSA's Assistant Chief Counsel for Litigation and Enforcement (currently Timothy H. Goodman at Tim.Goodman@dot.gov). For any matter requiring notice by NHTSA to Takata under this Consent Order, such notice shall be by electronic mail to D. Michael Rains, Director of Product Safety for Takata, at mike.rains@takata.com, and to Andrew J. Levander of Dechert LLP, outside counsel to Takata, at andrew.levander@dechert.com. The parties shall provide notice if the individuals holding these positions or their e-mail addresses change.

53. **Application of Federal Law.** Nothing in this Consent Order shall be interpreted or construed in a manner inconsistent with, or contravening, any federal law, rule, or regulation at the time of the execution of this Consent Order, or as amended thereafter.

54. **Release.**

a. Upon the expiration of the term of this Consent Order, the Secretary of Transportation, by and through the Administrator of NHTSA, will be deemed to have released Takata, including its current and former directors, officers, employees, agents, parents, subsidiaries, affiliates, successors, and assigns from liability for any additional

civil penalties pursuant to 49 U.S.C. § 30165, in connection with any and all violations of Takata's Safety Act obligations, including those expressly identified in this Consent Order, from the inception of the Safety Act through the execution date of this Consent Order.

b. This Consent Order does not release Takata from civil or criminal liabilities, if any, that may be asserted by the United States, the Department of Transportation, NHTSA, or any other governmental entity, other than as described in this Consent Order.

55. **Breach.** In the event of Takata's breach of, or failure to perform, any term of this Consent Order, NHTSA reserves the right to pursue any and all appropriate remedies, including, but not limited to, actions compelling specific performance of the terms of this Consent Order, assessing interest for untimely settlement payments, and/or commencing litigation to enforce this Consent Order in any United States District Court. Takata agrees that, in any such enforcement action, it will not raise any objection as to venue. Takata expressly waives any and all defenses, at law or in equity, and agrees not to plead, argue, or otherwise raise any defenses other than (i) that the payment of the Civil Penalty Amount, or of any other penalty amounts required by this Consent Order, if applicable, was made to NHTSA as set forth herein, (ii) that Takata has substantially complied with the terms of this Consent Order, and (iii) that NHTSA's subsequent orders under Paragraphs 25, 26, 29, 30, and 50, if issued, were arbitrary, capricious, or contrary to law, including the Safety Act.

56. **Attorneys' Fees.** The parties shall each bear their own respective attorneys' fees, costs, and expenses, except as provided in Paragraph 22 above.

57. **Authority.** The parties who are the signatories to this Consent Order have the legal authority to enter into this Consent Order, and each party has authorized its undersigned to execute this Consent Order on its behalf.

58. **Tax Deduction/Credit.** Takata agrees that it will not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, local, or foreign tax for any fine or civil penalty paid pursuant to this Consent Order.

59. **Corporate Change.** This Consent Order shall be binding upon, and inure to the benefit of, Takata and its current and former directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns. Takata agrees to waive any and all defenses that may exist or arise in connection with any person or entity succeeding to its interests or obligations herein, including as a result of any changes to the corporate structure or relationships among or between Takata and any of its parents, subsidiaries, or affiliates.

60. **Severability.** Should any condition or other provision contained herein be held invalid, void or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Consent Order and shall in no way affect, impair or invalidate any other provision of this Consent Order.

61. **Third Parties.** This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Order.

62. **Counterparts.** This Consent Order may be executed in counterparts, each of which shall be considered effective as an original signature.

63. **Effective Date.** This Consent Order shall be effective upon its full execution.

64. **Integration.** This Consent Order is a fully integrated agreement and shall in all respects be interpreted, enforced and governed under the federal law of the United States. This

Consent Order sets forth the entire agreement between the parties with regard to the subject matter hereof. There are no promises, agreements, or conditions, express or implied, other than those set forth in this Consent Order and the attachments thereto.

[SIGNATURES ON NEXT PAGE]

APPROVED AND SO ORDERED:

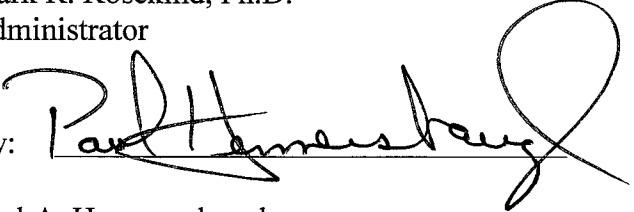
NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: November 3, 2015

By: // ORIGINAL SIGNED BY //

Mark R. Rosekind, Ph.D.  
Administrator

Dated: November 3, 2015

By: 

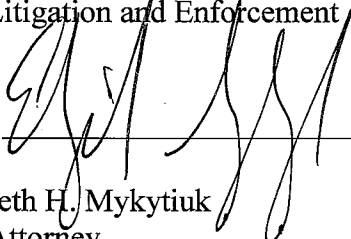
Paul A. Hemmersbaugh  
Chief Counsel

Dated: November 3, 2015

By: 

Timothy H. Goodman  
Assistant Chief Counsel  
for Litigation and Enforcement

Dated: November 3, 2015

By: 

Elizabeth H. Mykytiuk  
Trial Attorney

Dated: November 3, 2015

By: 

Kara L. Fischer  
Trial Attorney

Dated: November 3, 2015

By: 

Arija M. Flowers  
Trial Attorney



AGREED:

Dated: November 3, 2015

TK HOLDINGS INC.

By: 

Kevin M. Kennedy  
Executive Vice President

Dated: November 3, 2015

By: 

Andrew J. Levander  
Dechert LLP  
Counsel for TK Holdings, Inc.  
Approved as to Form

**EXHIBIT 11**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**DECLARATION OF JEANNE C. FINEGAN IN CONNECTION  
WITH PRELIMINARY APPROVAL OF SETTLEMENT**

I, Jeanne C. Finegan, declare and state as follows:

1. I am the Managing Director and Head of Kroll Notice Media Solutions (“Kroll Media”),<sup>1</sup> a business unit of Kroll Settlement Administration LLC (“Kroll”). This Declaration is based upon my personal knowledge as well as information provided to me by my associates and staff, including information reasonably relied upon in the fields of advertising media and communications.

2. Kroll has been engaged by the Parties as the Settlement Notice Administrator<sup>2</sup> to develop and implement a proposed legal notice program as part of the Parties’ proposed class action settlement, the terms of which are embodied in that certain Settlement Agreement (the

<sup>1</sup> Capitalized terms used but not defined herein have the meanings given them in the Settlement Agreement (as defined below).

<sup>2</sup> The Settlement Agreement appoints “Kroll Notice Media” as the Settlement Notice Administrator, which was presumably intended to refer to Kroll Notice Media Solutions. Kroll Notice Media Solutions is a division of Kroll Settlement Administration LLC, which is the actual Settlement Notice Administrator in this case.

“Settlement Agreement”) entered into by the Parties.

3. Attached as **Exhibit 1** to this Declaration is a description of the proposed Notice Program.

4. This remainder of this Declaration describes my extensive experience in designing and implementing notices and notice programs, as well as my credentials to opine on the overall adequacy of the notice effort.

**RELEVANT COMMUNICATIONS AND ADVERTISING EXPERIENCE, NOTICE  
EXPERTISE AND QUALIFICATIONS**

5. My credentials, expertise, and experience that qualify me to provide an expert opinion and advice regarding notice in class action cases include more than 30 years of communications and advertising experience, specifically in class action and bankruptcy notice context. My Curriculum Vitae delineating my experience is attached hereto as **Exhibit 2**.

6. I have served as an expert and have been directly responsible for the design and implementation of numerous notice programs, including some of the largest and most complex programs ever implemented in the United States as well as globally in over 140 countries and thirty-seven languages. I have been recognized by numerous courts in the United States as an expert on notification and outreach.

7. During my career, I have planned and implemented over 1,000 complex notice programs for a wide range of class action, bankruptcy, regulatory, and consumer matters. The subject matters of which have included product liability, construction defect, antitrust, asbestos, medical, pharmaceutical, human rights, civil rights, telecommunications, media, environmental, securities, banking, insurance and bankruptcy.

8. I have relevant experience planning and implementing complex court-approved notice programs in other automobile class action settlements including:

- *Simerlein et al., v. Toyota Motor Corporation*, Case No. 3:17-cv-01091-VAB (D. Conn. 2019); and
- *Warner v. Toyota Motor Sales, U.S.A. Inc.*, Case No 2:15-cv-02171-FMO FFMx (C.D. Cal. 2017).

9. I am the only notice expert regularly recognized by courts who is accredited in Public Relations by the Universal Accreditation Board, a program administered by the Public

Relations Society of America. I have provided testimony before the United States Congress on issues of notice.<sup>3</sup> I have lectured, published, and been cited extensively on various aspects of legal noticing, product recall, and crisis communications. I have served the Consumer Product Safety Commission (“CPSC”) as an expert to determine ways in which the CPSC can increase the effectiveness of its product recall campaigns. Additionally, I have published and lectured extensively on various aspects of legal noticing and taught continuing education courses for Jurists and lawyers alike on best practice methods for providing notice in various contexts.

10. I worked with the Special Settlement Administrator’s team to assist with the outreach strategy for the historic Auto Airbag Settlement, *In re Takata Airbag Prods. Liab. Litig.*, No. 15-MD-2599-FAM (S.D. Fla.). I was extensively involved as a lead contributing author for “*Guidelines and Best Practices Implementing 2018 Amendments to Rule 23 Class Action Settlement Provisions*” published by Duke University School of Law. I was involved with New York University School of Law and The Center on Civil Justice assisting with a class action settlement data analysis and comparative visualization tool called the *Aggregate Litigation Project*, designed to help judges make decisions in aggregate cases on the basis of data as opposed to anecdotal information.

11. I am a member of the Board of Directors for the Alliance for Audited Media (“AAM”), which is the recognized advertising industry leader in cross-media verification with unparalleled expertise across all brand platforms including web, mobile, email, and print. It was founded in 1914 as the Audit Bureau of Circulations to bring order and transparency to the media industry. Today, more than 4,000 publishers, advertisers, agencies, and technology vendors depend on its data-driven insights, technology certification audits, and information services to transact with trust. Its leadership consists of directors of ad agencies, vice presidents of major national brands, and publishers of leading newspapers and magazines.

---

<sup>3</sup> See, e.g., Report on the Activities of the Committee on the Judiciary of the House of Representatives: “Notice” Provision in the *Pigford v. Glickman* Consent Decree: Hearing Before Subcommittee on the Constitution, 108th Cong. 2nd Sess. 805 (2004) (statement of Jeanne C. Finegan); *Pigford v. Glickman & U.S. Dep’t of Agric.*, 185 F.R.D. 82, 102 (D.D.C. Apr. 14, 1999) (J. Finegan provided live testimony and was cross-examined before Congress in connection with a proposed consent decree settling a class action suit against the U.S. Department of Agriculture. In the court opinion that followed, the Honorable Paul L. Friedman approved the consent decree and commended the notice program, stating, “The [c]ourt concludes that class members have received more than adequate notice . . . the timing and breadth of notice of the class settlement was sufficient . . . The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television stations.”)

12. Further, I have been recognized as being at the forefront of modern notice practices,<sup>4</sup> and I was one of the first notice experts to integrate digital media,<sup>5</sup> social media and influencers<sup>6</sup> into court-approved legal notice programs. My recent work includes:

- *In re Purdue Pharma L.P.*, No. 19-23649 (Bankr. S.D.N.Y. 2019).
- *In Re: PG&E Corporation* Case No. 19-30088 Bankr. (N.D. Cal. 2019).
- *Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 5:16-MD-02752 (N.D. Cal. 2010).
- *Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation*, Case No. 19-MD-2887 (D. Kan. 2021).
- *Pettit et al., v. Procter & Gamble Co.*, Case No. 15-cv-02150-RS (N.D. Cal. 2019).
- *Carter v Forjas Taurus S.S., Taurus International Manufacturing, Inc.*, Case No. 1:13-CV-24583 PAS (S.D. Fla. 2016).
- *Cook et. al., v. Rockwell International Corp. and the Dow Chemical Co.*, No. 90-cv-00181- KLK (D. Colo. 2017).
- *In re Purdue Pharma L.P.*, No. 19-23649 (Bankr. S.D.N.Y. 2019).
- *In Re: PG&E Corporation* Case No. 19-30088 Bankr. (N.D. Cal. 2019).

13. As further reference, in evaluating the adequacy and effectiveness of my notice programs, courts have repeatedly recognized my work as an expert. For example:

a. *Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 5:16-MD-02752 (N.D. Cal 2010). In the Order Preliminary Approval, dated July 20, 2019, the Honorable Lucy Kho stated, para 21,

*“The Court finds that the Approved Notices and Notice Plan set forth in the Amended Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and provide the best notice practicable under the circumstances.”*

b. *Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation*, Case No. 19-MD-2887 (D. Kan. 2021). In the Preliminary Approval Transcript, February 2, 2021 p. 28-29, the Honorable Julie A. Robinson stated:

*“I was very impressed in reading the notice plan and very educational, frankly to me, understanding the communication, media platforms, technology, all of that continues to evolve rapidly and the ability to not only target consumers, but to target people that*

---

<sup>4</sup> See, e.g., Deborah R. Hensler et al., *Class Action Dilemmas, Pursuing Public Goals for Private Gain*, RAND (2000).

<sup>5</sup> See *In re La.-Pac. Inner-Seal Siding Litig.*, Nos. 879-JE, 1453-JE (D. Or. 1995).

<sup>6</sup> See: *In Re: PG&E Corporation* Case No. 19-30088 Bankr. (N.D. Cal. 2019).

*could rightfully receive notice continues to improve all the time.”*

c. ***Carter v. Forjas Taurus S.S., Taurus International Manufacturing, Inc.***, Case No. 1:13-CV-24583- PAS (S.D. Fla. 2016). In her Final Order and Judgment Granting Plaintiffs’ Motion for Final Approval of Class Action Settlement, the Honorable Patricia Seitz stated:

*“The Court considered the extensive experience of Jeanne C. Finegan and the notice program she developed. . . . There is no national firearms registry and Taurus sale records do not provide names and addresses of the ultimate purchasers... Thus, the form and method used for notifying Class Members of the terms of the Settlement was the best notice practicable. . . . The court-approved notice plan used peer-accepted national research to identify the optimal traditional, online, mobile and social media platforms to reach the Settlement Class Members.”*

Additionally, in the January 20, 2016, Transcript of Class Notice Hearing, p. 5, Judge Seitz noted:

*“I would like to compliment Ms. Finegan and her company because I was quite impressed with the scope and the effort of communicating with the Class.”*

d. ***In re Purdue Pharma L.P.***, No. 19-23649 (Bankr. S.D.N.Y. 2019). Omnibus Hearing, Motion Pursuant to 11 U.S.C. §§ 105(a) and 501 and Fed. R. Bankr. P. 2002 and 3003(c)(3) for Entry of an Order (I) Extending the General Bar Date for a Limited Period and (II) Approving the Form and Manner of Notice Thereof, June 3, 2020, transcript p. 88:10, the Honorable Robert Drain stated:

*“The notice here is indeed extraordinary, as was detailed on page 8 of Ms. Finegan's declaration in support of the original bar date motion and then in her supplemental declaration from May 20th in support of the current motion, the notice is not only in print media, but extensive television and radio notice, community outreach, -- and I think this is perhaps going to be more of a trend, but it's a major element of the notice here -- online, social media, out of home, i.e. billboards, and earned media, including bloggers and creative messaging. That with a combined with a simplified proof of claims form and the ability to file a claim or first, get more information about filing a claim online -- there was a specific claims website -- and to file a claim either online or by mail. Based on Ms. Finegan's supplemental declaration, it appears clear to me that that process of providing notice has been quite successful in its goal in ultimately reaching roughly 95 percent of all adults in the United States over the age of 18 with an average frequency of message exposure of six times, as well as over 80 percent of all adults in Canada with an average message exposure of over three times.”*



e. ***Simerlein et al. v. Toyota Motor Corporation***, Case No. 3:17-cv-01091-VAB (D. Conn. 2019). In the Ruling and Order on the Motion for Preliminary Approval, dated January 14, 2019, p. 30, the Honorable Victor Bolden stated:

*“In finding that notice is sufficient to meet both the requirements of Rule 23(c) and due process, the Court has reviewed and appreciated the high-quality submission of proposed Settlement Notice Administrator Jeanne C. Finegan. See Declaration of Jeanne C. Finegan, APR, Ex. G to Agrmt., ECF No. 85-8.”*

f. ***In Re: PG&E Corporation***, Case No. 19-30088 Bankr. (N.D. Cal. 2019). Hearing Establishing, Deadline for Filing Proofs of Claim, (II) establishing the Form and Manner of Notice Thereof, and (III) Approving Procedures for Providing Notice of Bar Date and Other Information to all Creditors and Potential Creditors PG&E. June 26, 2019, Transcript of Hearing p. 21:1, the Honorable Dennis Montali stated:

*...the technology and the thought that goes into all these plans is almost incomprehensible. He further stated p. 201:20 ... Ms. Finegan has really impressed me today...*

14. Additionally, I have published extensively on various aspects of legal noticing, including the following publications and articles:

- a. Interview, *“One Media Buyer’s Journey Toward Transparency,”* BoSacks Media Intelligence/Heard on the Web, April, 2021.
- b. Interview, *“One Media Buyer’s Journey Toward Transparency,”* The Drum /Open Mic Blog, April 21, 2021.
- c. Interview, *“How Marketers Achieve Greater ROI Through Digital Assurance,”* Alliance for Audited Media (“AAM”), white paper, January 2021.
- d. Tweet Chat: Contributing Panelist #Law360SocialChat, A live Tweet workshop concerning the benefits and pitfalls of social media, Lexttalk.com, November 7, 2019.
- e. Author, *“Top Class Settlement Admin Factors to Consider in 2020”* Law360, New York, (October 31, 2019, 5:44 PM ET).
- f. Author, *“Creating a Class Notice Program that Satisfies Due Process,”* Law360, New York (February 13, 2018 12:58 PM ET).
- g. Author, *“3 Considerations for Class Action Notice Brand Safety,”* Law360, New York (October 2, 2017 12:24 PM ET).
- h. Author, *“What Would Class Action Reform Mean for Notice?”* Law360, New York (April 13, 2017 11:50 AM ET).
- i. Author, *“Bots Can Silently Steal your Due Process Notice”* Wisconsin Law Journal (April 2017).

- j. Author, “*Don’t Turn a Blind Eye to Bots. Ad Fraud and Bots are a Reality of the Digital Environment*,” LinkedIn (March 6, 2017).
- k. Co-Author, “Modern Notice Requirements Through the Lens of Eisen and Mullane,” *Bloomberg BNA Class Action Litigation Report*, 17 CLASS 1077 (October 14, 2016).
- l. Author, “*Think All Internet Impressions are the Same? Think Again*,” Law360.com, New York (March 16, 2016).
- m. Author, “*Why Class Members Should See an Online Ad More Than Once*,” Law360.com, New York (December 3, 2015).
- n. Author, “*‘Being ‘Media-Relevant’ — What It Means and Why It Matters*,” Law360.com, New York (September 11, 2013, 2:50 PM ET).
- o. Co-Author, “*New Media Creates New Expectations for Bankruptcy Notice Programs*,” ABI Journal, Vol. XXX, No. 9 (November 2011).
- p. Quoted Expert, “*Effective Class Action Notice Promotes Access to Justice: Insight from a New U.S. Federal Judicial Center Checklist*,” Canadian Supreme Court Law Review, 53 S.C.L.R. (2d) (2011).
- q. Co-Author, with Hon. Dickran Tevrizian, “Expert Opinion: *It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape*,” BNA Class Action Litigation Report, 12 CLASS 464 (May 27, 2011).
- r. Co-Author, with Hon. Dickran Tevrizian, “*Your Insight: It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape*,” TXLR, Vol. 26, No. 21 (May 26, 2011).
- s. Author, “*Five Key Considerations for a Successful International Notice Program*,” BNA Class Action Litigation Report,” Vol. 11, No. 7 p. 343 (April 9, 2010).
- t. Quoted, “*Technology Trends Pose Novel Notification Issues for Class Litigators*,” BNA Electronic Commerce and Law Report, 15, ECLR 109 (January 27, 2010).
- u. Author, “*Legal Notice: R U ready 2 adapt?*” BNA Class Action Litigation Report, Vol. 10, No. 14, pp. 702-703 (July 24, 2009).
- v. Author, “*On Demand Media Could Change the Future of Best Practicable Notice*,” BNA Class Action Litigation Report, Vol. 9, No. 7, pp. 307-310 (April 11, 2008).
- w. Quoted, “*Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty*,” Warranty Week (February 28, 2007), available at [www.warrantyweek.com/archive/ww20070228.html](http://www.warrantyweek.com/archive/ww20070228.html).
- x. Co-Author, “*Approaches to Notice in State Court Class Actions, For the Defense*,” Vol. 45, No. 11 (November, 2003).
- y. Author, “*The Web Offers Near, Real-Time Cost-Efficient Notice*,” American Bankruptcy Institute Journal, Vol. XXII, No. 5 (2003).
- z. Author, “*Determining Adequate Notice in Rule 23 Actions*,” For the Defense, Vol. 44, No. 9 (September 2002).
- aa. Co-Author, “*The Electronic Nature of Legal Noticing*,” American Bankruptcy Institute Journal, Vol. XXI, No. 3 (April 2002).
- bb. Author, “*Three Important Mantras for CEO’s and Risk Managers in 2002*,” International Risk Management Institute, [irmi.com/](http://irmi.com/) (January 2002).

- cc. Co-Author, *"Used the Bat Signal Lately,"* The National Law Journal, Special Litigation Section (February 19, 2001).
- dd. Author, *"How Much is Enough Notice,"* Dispute Resolution Alert, Vol. 1, No. 6, (March 2001).
- ee. Author, *"High-Profile Product Recalls Need More Than the Bat Signal,"* International Risk Management Institute, irmi.com/ (July 2001).
- ff. Author, *"The Great Debate - How Much is Enough Legal Notice?:"* American Bar Association -- Class Actions and Derivatives Suits Newsletter (Winter 1999).
- gg. Author, *"What are the best practicable methods to give notice?"* Georgetown University Law Center Mass Tort Litigation Institute, CLE White Paper: Dispelling the communications myth -- A notice disseminated is a notice communicated (November 1, 2001).

15. In addition, I have lectured or presented extensively on various aspects of legal noticing. A sample list includes the following:

- a. American Bar Association Faculty Panelist, 4<sup>th</sup> Annual Western Regional CLE Class Actions: "Big Brother, Information Privacy, and Class Actions: How Big Data and Social Media are Changing the Class Action Landscape," San Francisco, CA, June, 2017.
- b. Miami Law Class Action & Complex Litigation Forum, Faculty Panelist, "Settlement and Resolution of Class Actions." Miami. FL, December 2, 2016.
- c. The Knowledge Group, Faculty Panelist, "Class Action Settlements: Hot Topics 2016 and Beyond," Live Webcast, [www.theknowledgegroup.org/](http://www.theknowledgegroup.org/), October 2016.
- d. Bar Association National Symposium, Faculty Panelist, "Ethical Considerations in Settling Class Actions," New Orleans, LA March 2016.
- e. SF Banking Attorney Association, Speaker, "How a Class Action Notice Can Make or Break your Client's Settlement," San Francisco, CA May 2015.
- f. Perrin Class Action Conference, Faculty Panelist, "Being Media Relevant, What it Means and Why It Matters – The Social Media Evolution: Trends Challenges and Opportunities," Chicago, IL May 2015
- g. Bridgeport Continuing Ed. Faculty Panelist, "Media Relevant in the Class Notice Context," April 2014.
- h. CASD 5<sup>th</sup> Annual Speaker, "The Impact of Social Media on Class Action Notice." Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, September 2012.
- i. Law Seminars International, Speaker, "Class Action Notice: Rules and Statutes Governing FRCP (b)(3) Best Practicable... What constitutes a best practicable notice? What practitioners and courts should expect in the new era of online and social media." Chicago, IL, October 2011.
- j. CLE International, Faculty Panelist, Building a Workable Settlement Structure, CLE International, San Francisco, California May, 2011.
- k. Consumer Attorneys of San Diego (CASD), Faculty Panelist, "21st Century Class Notice and Outreach," 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2010.

- l. Consumer Attorneys of San Diego (CASD), Faculty Panelist, “The Future of Notice,” 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2009.
- m. American Bar Association, Speaker, 2008 Annual Meeting, “Practical Advice for Class Action Settlements: The Future of Notice in the United States and Internationally – Meeting the Best Practicable Standard.”
- n. American Bar Association, Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New York, NY, August 2008.
- o. Faculty Panelist, Women Lawyers Association of Los Angeles (WLALA) CLE Presentation, “The Anatomy of a Class Action.” Los Angeles, CA, February 2008.
- p. Faculty Panelist, Practising Law Institute (PLI) CLE Presentation, 11th Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures -- “Evolving Notice Standards in the Internet Age.” New York/Boston (simulcast) March, 2006; Chicago, April, 2006; and San Francisco, May 2006.
- q. Expert Panelist, U.S. Consumer Product Safety Commission. I was the only legal notice expert invited to participate as an expert to the Consumer Product Safety Commission to discuss ways in which the CPSC could enhance and measure the recall process. As an expert panelist, I discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda, MD, September 2003.
- r. Expert Speaker, American Bar Association. Presentation: “How to Bullet-Proof Notice Programs and What Communication Barriers Present Due Process Concerns in Legal Notice,” ABA Litigation Section Committee on Class Actions & Derivative Suits, Chicago, August 6, 2001.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, under the laws of the United States of America, that the foregoing is true and correct.

Executed: December 21, 2022 in Tigard, Oregon.

  
\_\_\_\_\_  
Jeanne C. Finegan

**EXHIBIT 1 TO NOTICE PLAN**

---

## Takata Airbag Product Liability Litigation Settlement Notice Program

---

This Notice Program<sup>1</sup> is designed to inform Class Members about the proposed class action settlement between Plaintiffs and Defendants as described in the Settlement Agreement. In the Settlement Agreement, the Class is defined as: “All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order,” subject to certain excluded parties described below.

Pursuant to the Settlement Agreement, the term “Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator<sup>2</sup> and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, re-furnished, and/or removed for sale and/or re-sale, Takata Inflators and/or Takata Inflator-related component parts.

Excluded from the Class are: (a) the Settling Defendants, their officers, directors and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and the Settling Defendants’ Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

Class Notice will be accomplished through a combination of Direct Mailed Notice, Publication Notice, notice through the Settlement Website, Long Form Notice, and other applicable notice.

The proposed Notice Program includes the following components:

- Direct Mail Notice via postcard sent by first-class postage prepaid U.S. mail to reasonably identifiable Class Members;
- Publication Notice, which will appear in three auto recycling trade magazines, published in English with a Spanish sub-headline;
- Publication Notice, which will appear in eight territorial newspapers along with banner advertising on the newspapers’ web property in English and Spanish;
- Establishing and maintaining a Settlement Website that will contain important deadlines, notices, how to submit claims, and other important information;
- Establishing and maintaining a toll-free information line; and

---

<sup>1</sup> Capitalized terms have the meanings given them in the *Declaration of Jeanne C. Finegan in Connection with Preliminary Approval of Settlement*, to which this document is attached as an Exhibit.

<sup>2</sup> Specifically, Takata PSAN inflators, which are airbag inflators for driver or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate (“PSAN”), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

- CAFA Notice via first class mail to appropriate state and federal government officials.

### **DIRECT MAIL NOTICE**

Kroll has been informed by Data Axle that there are approximately 16,300 Auto Salvage and/or Recyclers that own vehicles that are potentially affected by the Settlement.

Kroll utilized Data Axle, a leading provider of business data, to identify these potential Settlement Class Members. Data Axle has over 17.3 million records with over 400 data attributes in its database. The database has records for almost every business in the United States and Canada — from the Fortune 500 to small family-owned business. Kroll uses Standard Industrial Classification codes (“SIC Codes”) to find records for relevant industries and businesses. SIC Codes were created by the federal government to classify industries using a four-digit code. SIC Codes continue to be used by U.S. Government agencies, private companies, and in academia. Here, records were selected based on twenty-nine unique SIC Codes, including Automobile Dismantling Recycling, Automobile Part — Used & Rebuilt, Motor Vehicle Parts Used, Automobile Dismantling/ Recycling, and Automobile wrecking. The selected SIC codes returned over 16,300 records.

Further, Kroll has been informed that Plaintiff’s Counsel may provide additional records. If received, Kroll will combine these records with the data provided by Data Axle and de-duplicate any overlapping records.<sup>3</sup> This combined data set will be used for mailing the Direct Mailed Notice attached as **Exhibit 2**.

Pursuant to the terms of the Settlement Agreement, Kroll as the Settlement Notice Administrator, shall send Direct Mailed Notices via postage prepaid first-class U.S. mail to these identified Class Members.

Direct Mailed Notices that are returned as non-deliverable but with a forwarding address will be re-mailed by Kroll to any address indicated by the postal service in the case of an expired automatic forwarding order. Direct Mailed Notices returned as non-deliverable, but for which a new address is not indicated by the USPS, will be further searched through a third-party vendor to seek a more current address. If any such address is found, these types of customized and individualized Direct Mailed Notices will be re-mailed to the updated address no later than the deadline found in the Preliminary Approval Order. Upon completion of these duties, Kroll will submit a complete report on the results of the direct outreach effort.

Based on past experience with direct mail in related cases, we anticipate that the Direct Mailed Notice alone is estimated to reach at least 90% of Class Members residing in the United States.

---

<sup>3</sup> Data Axle has informed Kroll that it regularly updates its business records. As a result, there is no need to perform additional NCOA update searches in connection with this data.



**PUBLICATION NOTICE**

The proposed Publication component of the Notice Plan will employ a mix of newspaper, trade magazines, and online display to target notice to Class Members in the United States and the United States Territories<sup>4</sup> of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

**UNITED STATES OUTREACH**

The Summary Notice will be published once in each of the following trade magazines:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Distribution</i>
<i>Automotive Recycling</i>	1,200	English	United States and U.S. Territories
<i>Auto Recycler’s ToolBox Magazine</i>	10,000	English	United States and U.S. Territories
<i>American Recycler</i>	32,944	English	United States and U.S. Territories

**TERRITORIAL OUTREACH – NEWSPAPERS**

The Summary Notice will be published once in each of the following U.S. Territory newspapers:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Territory</i>
Samoa News	6,730	English	American Samoa
Pacific Daily News	19,357	English	Guam
Saipan Tribune	7,200	English	Mariana Islands
El Nuevo Dia	248,000	Spanish	Puerto Rico
San Juan Daily Star	62,000	English	Puerto Rico
Primera Hora	186,580	Spanish	Puerto Rico
Virgin Islands Daily News	18,300	English	U.S. Virgin Islands — St. Thomas
St. Croix Avis	14,000	English	U.S. Virgin-Islands — St. Croix

Combined, the territorial newspapers have a total circulation of 562,167 with over 1,292,000 readers.<sup>5</sup> Additionally, online display ads will run on each of the newspaper’s web properties.

<sup>4</sup> ComScore does not measure media in the territories, with the exception of Puerto Rico which is reported on a limited basis by age group.

<sup>5</sup> The number of readers is calculated using a pass-along factor of 2.3 readers in addition to the subscriber who reads the newspaper. See: National Newspaper Association, [nnaaweb.org/](http://nnaaweb.org/).

Digital media will run in English and Spanish.

### **OFFICIAL SETTLEMENT WEBSITE**

The Settlement Website will be established in accordance with the terms of the Settlement Agreement, at: [www. AirbagRecyclerSettlement.com](http://www.AirbagRecyclerSettlement.com) to enable potential Class Members to get information about the Settlement. Visitors will be able to obtain additional information about the Settlement and its benefits, including downloading Court documents related to the case and answers to Frequently Asked Questions. Additionally, Class Members will have the ability to send communications to Kroll's client service team through the website.

Further, the Settlement Website will allow Class Members to continue to obtain further information about the class action, their rights, and view Plaintiff's Motion for Approval of Expenses and Incentive Awards. The website will be accessible 24-hours a day, 7-days a week.

To ensure the Settlement Website remains active and responsive to search queries, the website shall be subject to search-engine optimization.

### **TOLL FREE INFORMATION LINE**

Additionally, Kroll will establish and maintain a 24-hour toll-free telephone line where callers may obtain information about the Settlement. Kroll will provide both automated and agent answered call center services. Live operators shall be available Monday through Friday, from 5:00 am to 5:00 pm, PST and shall be trained to respond to questions about the settlement, answer questions about the terms of the settlement, and address other material aspects of the Settlement. The phone number will also be configured to enable callers to leave a message after hours, which will be returned by Kroll the next business day.

### **CAFA NOTICE**

Pursuant to Section IV.G of the Settlement Agreement, Kroll will provide notice of the proposed Settlement under CAFA, 28 U.S.C. §1715(b), to appropriate state and federal government officials.

**EXHIBIT 12**

## **A SETTLEMENT HAS BEEN CREATED, AND YOU MAY BE ENTITLED TO A CASH PAYMENT.**

### **Use this Claim Form only if:**

- (1) You are an automotive salvage and/or recycler that purchased a Subject Vehicle containing a Takata Inflator (as defined in the Settlement Agreement) and that currently engage, or at the time of said purchase, were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale, second-hand Takata Inflators and/or Takata Inflator-related component parts**
- (2) You have intact, recalled (as of the date of the settlement agreement) Takata Inflators;**
- (3) You are not otherwise excluded from the Class; and**
- (4) You otherwise meet the terms and conditions specified in this Claim Form and the Settlement Agreement.**

**IMPORTANT NOTE:** Some vehicles included in the Settlement will be recalled at a later date and others may not require a recall. Your receipt of a Settlement Notice does not mean your vehicle is subject to a recall. Please refer to Nissan and Infiniti websites, [www.nissanusa.com/recalls-vin](http://www.nissanusa.com/recalls-vin) and [www.infiniti.com/recalls-vin](http://www.infiniti.com/recalls-vin), or the National Highway Traffic Safety Administration's website, [www.SaferCar.gov](http://www.SaferCar.gov), for the latest information about Takata recalls and to determine if your vehicle is subject to a recall.

### **INSTRUCTIONS FOR REGISTERING/SUBMITTING A CLAIM FOR A SETTLEMENT PAYMENT**

#### **Please Read These Instructions Carefully**

1. Subject to certain limited exclusions, you are a person or entity eligible to submit a claim for a Settlement Payment if:
  - a. You are an Automotive Salvage and/or Recycler located in the United States, the District of Columbia, and the territories and possessions of the United States prior to the **date of the Preliminary Approval Order**.
  - b. "Automotive Salvage and/or Recyclers" means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.
  - c. "Inflator" or "Inflators" mean Takata PSAN inflators, which are all airbag inflators for driver- or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate ("PSAN"), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

2. To submit a claim for a Settlement Payment, you must:
  - a. Submit a Claim Form with required documentation online by visiting [www.coresupply.com](http://www.coresupply.com) or [www.rascorepro.com](http://www.rascorepro.com) (Go to Section I for instructions for the website); or
  - b. Submit a Claim Form with required documentation via smart phone application, RAS CorePro Mobile (Go to Section II for instructions for the website).
3. The deadline for submitting a Claim Form is two years from the date of implementation. Current date of implementation is anticipated to be [ESTIMATED DATE], but this date may move. Please periodically check the settlement website for updates.

**IMPORTANT: NO CLAIM FORMS MAY BE SUBMITTED AFTER THE FINAL CLAIM DEADLINE. THE DATE OF IMPLEMENTATION AND THE FINAL CLAIM DEADLINE ARE NOT YET KNOWN, BUT WILL BE POSTED PROMINENTLY ON THE SETTLEMENT WEBSITE, [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM), WHEN THEY ARE KNOWN.**

4. If you are the registered owner of more than one eligible Subject Vehicle, you may submit one Claim Form for multiple vehicles, providing information for each individual vehicle.
5. Capitalized terms in this Form have the same meaning as provided in the Settlement Agreement, which is available for download at [www.\[website\].com](http://www.[website].com). The Long Form Notice, which is also available for download at [www.\[website\].com](http://www.[website].com) or by calling 1-[number], also explains key terms of the Settlement, including the definition of Effective Date.
6. Provide all requested information in the instructions below to complete and submit your Claim(s) via a website or on a smart phone app.

**IMPORTANT: KEEP A COPY OF CONFIRMATION OF YOUR SUBMISSION ON EITHER THE WEBSITE OR THROUGH THE SMART PHONE APP. KEEP PAPER OR ELECTRONIC COPIES OF THE PHOTOGRAPHS THAT YOU SUBMIT WITH YOUR CLAIMS. IF YOUR CLAIM IS REJECTED FOR ANY REASON, YOU WILL BE NOTIFIED AND GIVEN AN OPPORTUNITY TO ADDRESS ANY DEFICIENCIES. THE SETTLEMENT CLAIMS ADMINISTRATOR'S DECISIONS REGARDING CLAIMS SUBMITTED BY CLASS MEMBERS IS FINAL AND CANNOT BE APPEALED.**

## SECTION I: WEBSITE INSTRUCTIONS

1. Sign in RAS's website:
  - a. If you have an account, go to [www.rascorepro.com](http://www.rascorepro.com) and Log In with Email/User Name & Password. If you have an account and forgot your password, you can also reset your password at this website.

- b. If you do not yet have an account, register as a new user at <http://www.rascorepro.com/Views/Register.aspx>.
  - Answer whether you dismantle vehicles: yes or no
  - Submit following identifying information:
    - First Name
    - Last Name
    - Company Name
    - Address
    - City
    - Country
    - State
    - Zip Code
    - Phone Number
    - Fax (optional)
    - Email Address
    - Website (optional)
2. Enter Vehicle Identification Number(s) (“VIN(s)”) to search for your vehicle.
3. Choose Driver or Passenger Inflator – Check the X to remove that the inflator is deployed
4. Click Save Search
5. Go to View Cart
  - a. Click on Individual Lines or Select all to select recalled Takata Inflator(s)
  - b. Answer whether airbag boxes are on pallet and shrink wrapped
  - c. Choose Requested Pick Up Date
  - d. Enter Shipping Notes, including
    - Number of Pallets
    - Number of Actual Boxes on Pallet
    - Your Name
    - Additional Instructions/Comments
  - e. Click to acknowledge shipping requirements
  - f. Click Attestation:
    - I affirm, under penalty of perjury and under the laws of the United States of America, that the information submitted for this Claim is true and correct to the best of my knowledge, information, and belief, and that I am the sole and exclusive owner of all claims being released by the Settlement. I understand that my Claim may be subject to audit, verification, and review by RAS, the Settlement Claims Administrator and Court. I also understand that, if my Registration/Claim Form is found to be fraudulent, I will not receive any payment from the Settlement Fund.
    - RAS is not liable for any airbags that are lost during shipment.

- g. Click Submit Invoice
  - Once your claim/invoice is submitted, you Recall Specialist/Accounting Manager will create and send a Bill of Lading (“BOL”) via email and arrange for a freight pickup of airbags. Print multiple copies of the BOL – 1 for the driver, 1 on each pallet, and one for your records.

## SECTION II: SMART PHONE APP INSTRUCTIONS

1. Sign into the RAS Cores smart phone app:
  - a. If you have an account and forgot your password, you can reset your password on the app.
  - b. If you do not yet have an account, register as a new user on the app. In order to register for the app, you need to supply the following information.
    - Answer whether you dismantle vehicles: yes or no
    - Submit following identifying information:
      - First Name
      - Last Name
      - Company Name
      - Address
      - City
      - Country
      - State
      - Zip Code
      - Phone Number
      - Fax (optional)
      - Email Address
      - Website (optional)
2. Enter or Scan the VIN(s) using the App Internal Scanner to search for your vehicle.
3. For the Driver Inflator and Passenger Inflator, select
  - a. Good
  - b. Deployed
  - c. Missing
  - d. Ignore

**IF YOU SELECT A RESPONSE OTHER THAN “GOOD” STOP FOLLOWING THESE INSTRUCTIONS AND OBTAIN A CLAIM FORM FOR DEPLOYED AND/OR MISSING INFLATORS**

4. Select “Done”
5. Please follow the steps included on the app before submitting your recall:



- a. Step 1: Tap the first picture on the app to take a picture of the complete dash
- b. Step 2: Tap the second picture on the app and take a picture of the vehicle VIN
- c.
6. Select "Next"
7. Once you have a validated your inflators:
  - a. Remove the airbags
  - b. Write last six (60 of VIN on Airbag(s)
  - c. Select "Add to Cart"
8. Bag and Box your inflators:
  - a. Step 1 – Tape Bottom of Box and affix Hazmat label (labels must be in diamond orientation



- b. Step 2 – Put Airbag into Pink Anti Static Bag and cinch with cable tie
  - c. Step 3 – Put Airbag into box with enough filler to limit bouncing of airbag
  - d. Step 4 – Tape top of box and add to pallet
  - e. Step 5 – Shrink wrap/strap pallet and airbags
- \* RAS will create the BOL (Bill of Lading) and arrange for pick-up of airbags (when you receive BOL in email, print enough copies for the driver, you, and one for each pallet)



9. Select Pencil (top left corner of screen)



10. Select Invoice



11. Depending on what is in your cart:
  - a. If you have items other than the recalled Takata Inflators in your cart, select the recalled Takata Inflators.
  - b. If you only have recalled Takata Inflators in your cart, select “Invoice ALL Recall Items in cart”



12. Select Invoice (again)
  - a. If you already have boxes and your airbags are boxed and shrink wrapped, Select “Ready to Ship?”

**Note: DO NOT SELECT READY TO SHIP if you need boxes shipped to you.**

13. Select Create (in red):
  - a. Confirm the following attestation:
    - I affirm, under penalty of perjury and under the laws of the United States of America, that the information in this Claim Form is true and correct to the best of my knowledge, information, and belief, and that I am the sole and exclusive owner of all claims being released by the Settlement. I understand that my Claim Form may be subject to audit, verification, and review by RAS, the Settlement Claims Administrator and Court. I also understand that, if my Claim Form is found to be fraudulent, I will not receive any payment from the Settlement Fund.
    - RAS is not liable for any airbags that are lost during shipment.
14. One you receive the Invoice Created alert, you will have the total dollar figure and Invoice(s) numbers. Screenshot this page for your records.
15. A RAS Representative will contact you to send boxes if you need them.

Choose Requested Pick Up Date

- a. Enter Shipping Notes, including
  - Number of Pallets
  - Number of Actual Boxes on Pallet
  - Your Name
  - Additional Instructions/Comments
- b. Click to acknowledge shipping requirements

**EXHIBIT 13**

## **A SETTLEMENT HAS BEEN CREATED, AND YOU MAY BE ENTITLED TO A CASH PAYMENT.**

### **Use this Claim Form only if:**

- (1) You are an automotive salvage and/or recycler that purchased a Subject Vehicle containing a Takata Inflator (as defined in the Settlement Agreement) and that currently engage, or at the time of said purchase, were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale, second-hand Takata Inflators and/or Takata Inflator-related component parts**
- (2) You have vehicles with missing and/or deployed Takata Inflators, recalled (as of the date of the settlement agreement);**
- (3) You are not otherwise excluded from the Class; and**
- (4) You otherwise meet the terms and conditions specified in this Claim Form and the Settlement Agreement.**

**IMPORTANT NOTE:** Some vehicles included in the Settlement will be recalled at a later date and others may not require a recall. Your receipt of a Settlement Notice does not mean your vehicle is subject to a recall. Please refer to Nissan and Infiniti websites, [www.nissanusa.com/recalls-vin](http://www.nissanusa.com/recalls-vin) and [www.infinitiusa.com/recalls-vin](http://www.infinitiusa.com/recalls-vin), or the National Highway Traffic Safety Administration's website, [www.SaferCar.gov](http://www.SaferCar.gov), for the latest information about Takata recalls and to determine if your vehicle is subject to a recall.

### **INSTRUCTIONS FOR REGISTERING/SUBMITTING A CLAIM FOR A SETTLEMENT PAYMENT**

#### **Please Read These Instructions Carefully**

1. Subject to certain limited exclusions, you are a person or entity eligible to submit a claim for a Settlement Payment if:
  - a. You are an Automotive Salvage and/or Recycler located in the United States, the District of Columbia, and the territories and possessions of the United States prior to the **date of the Preliminary Approval Order**.
  - b. "Automotive Salvage and/or Recyclers" means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.
  - c. "Inflator" or "Inflators" mean Takata PSAN inflators, which are all airbag inflators for driver- or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate ("PSAN"), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

2. To submit a claim for a Settlement Payment, you must submit a Claim Form with required documentation via smart phone application, RAS CorePro Mobile.
3. The deadline for submitting a Claim Form is two years from the date of implementation. Current date of implementation is anticipated to be [ESTIMATED DATE], but this date may move. Please periodically check the settlement website for updates.

**IMPORTANT: NO CLAIM FORMS MAY BE SUBMITTED AFTER THE FINAL CLAIM DEADLINE. THE DATE OF IMPLEMENTATION AND THE FINAL CLAIM DEADLINE ARE NOT YET KNOWN, BUT WILL BE POSTED PROMINENTLY ON THE SETTLEMENT WEBSITE, WWW.[WEBSITE].COM, WHEN THEY ARE KNOWN.**

4. If you are the registered owner of more than one Subject Vehicle, you may submit one Claim Form for multiple vehicles, providing information for each individual vehicle.
5. Capitalized terms in this Form have the same meaning as provided in the Settlement Agreement, which is available for download at www.[website].com. The Long Form Notice, which is also available for download at www.[website].com or by calling 1-[number], also explains key terms of the Settlement, including the definition of Effective Date.
6. Provide all requested information in the instructions below to complete and submit your Claim(s) via a website or on a smart phone app.

**IMPORTANT: KEEP A COPY OF CONFIRMATION OF YOUR SUBMISSION ON EITHER THE WEBSITE OR THROUGH THE SMART PHONE APP. KEEP PAPER OR ELECTRONIC COPIES OF THE PHOTOGRAPHS THAT YOU SUBMIT WITH YOUR CLAIMS. IF YOUR CLAIM IS REJECTED FOR ANY REASON, YOU WILL BE NOTIFIED AND GIVEN AN OPPORTUNITY TO ADDRESS ANY DEFICIENCIES. THE SETTLEMENT CLAIMS ADMINISTRATOR'S DECISIONS REGARDING CLAIMS SUBMITTED BY CLASS MEMBERS IS FINAL AND CANNOT BE APPEALED.**

## SECTION I: SMART PHONE APP INSTRUCTIONS

1. Sign into the RAS Cores smart phone app:
  - a. If you have an account and forgot your password, you can reset your password on the app.
  - b. If you do not yet have an account, register as a new user on the app. In order to register for the app, you need to supply the following information.
    - Answer whether you dismantle vehicles: yes or no
    - Submit following identifying information:
      - First Name

- Last Name
- Company Name
- Address
- City
- Country
- State
- Zip Code
- Phone Number
- Fax (optional)
- Email Address
- Website (optional)

2. Enter or Scan the VIN(s) using the App Internal Scanner to search for your vehicle.
3. For the Driver Inflator and Passenger Inflator, select
  - a. Good
  - b. Deployed
  - c. Missing
  - d. Ignore

**IF YOU SELECT A RESPONSE OTHER THAN “DEPLOYED” OR “MISSING”  
STOP FOLLOWING THESE INSTRUCTIONS AND OBTAIN A CLAIM FORM  
FOR INTACT INFLATORS**

4. Select “Done”
5. Please follow the steps included on the app before submitting your recall:
  - a. Step 1: Tap the first picture on the app to take a specified, geotagged picture of the complete dash
  - b. Step 2: Tap the second picture on the app and take a specified, geotagged picture of the vehicle VIN
  - c. Step 3: Take additional specified, geotagged photos as prompted
6. Select “Next”



7. Select Pencil (top left corner of screen)



8. Select Invoice
9. Depending on what is in your cart:
  - a. If you have items other than the recalled Takata Inflators in your cart, select the recalled Takata Inflators.
  - b. If you only have recalled Takata Inflators in your cart, select ““Invoice ALL Recall Items in cart””



10. Select Invoice (again)

11. Select Create (in red):

a. Confirm the following attestation:

- I affirm, under penalty of perjury and under the laws of the United States of America, that the information in this Claim Form is true and correct to the best of my knowledge, information, and belief, and that I am the sole and exclusive owner of all claims being released by the Settlement. I understand that my Claim Form may be subject to audit, verification, and review by RAS, the Settlement Claims Administrator and Court. I also understand that, if my Claim Form is found to be fraudulent, I will not receive any payment from the Settlement Fund.
- RAS is not liable for any airbags that are lost during shipment.

12. One you receive the Invoice Created alert, you will have the total dollar figure and Invoice(s) numbers. Screenshot this page for your records.



# **EXHIBIT**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

MDL No. 2599

Master File No. 15-MD-02599-FAM

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

SETTLEMENT AGREEMENT

---

**Table of Contents**

	<b>Page</b>
I. PROCEDURAL HISTORY.....	2
II. DEFINITIONS.....	5
III. SETTLEMENT RELIEF .....	12
IV. NOTICE TO THE CLASS .....	16
V. REQUESTS FOR EXCLUSION.....	20
VI. OBJECTIONS TO SETTLEMENT .....	21
VII. RELEASE AND WAIVER .....	23
VIII. ATTORNEYS’ EXPENSES.....	28
IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS.....	29
X. MODIFICATION OR TERMINATION OF THIS AGREEMENT .....	32
XI. GENERAL MATTERS AND RESERVATIONS.....	35

**TABLE OF EXHIBITS**

<b><u>Document</u></b>	<b><u>Exhibit Number</u></b>
List of Actions in the <i>Takata</i> MDL.....	1
Direct Mailed Notice.....	2
National Highway Traffic Safety Administration’s (“NHTSA”) Third Amendment to the Coordinated Remedy Order, dated December 9, 2016 .....	3
Final Judgment.....	4
Final Order .....	5
Long Form Notice .....	6
Preliminary Approval Order .....	7
Publication Notice.....	8
List of Subject Vehicles .....	9
National Highway Traffic Safety Administration’s (“NHTSA”) Consent Orders dated May 18, 2015 and November 3, 2015 .....	10
Settlement Notice Administrator’s Declaration and Notice Plan .....	11
Claim Forms.....	12 and 13

**WHEREAS**, Settlement Class Counsel (all terms defined below) and other counsel who have appeared in these Actions have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the claims, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens and costs of further prosecution of their claims, and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Recycler Plaintiffs and the Class;

**WHEREAS**, as a result of extensive arm's-length negotiations, the Recycler Plaintiffs, Settlement Class Counsel and Mazda have entered into this Agreement, which will resolve all economic loss claims that were or could have been asserted against Mazda by the Recycler Plaintiffs in the Actions;

**WHEREAS**, Mazda, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the claims, and for the purpose of resolving all economic loss claims and controversies that were or could have been asserted by the Recycler Plaintiffs and the Class in the Actions, for good and valuable consideration, and without any admission of liability or wrongdoing, desires to enter into this Agreement;

**WHEREAS**, Settlement Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of the Recycler Plaintiffs and the Class, and that Settlement Class Counsel have consulted with and confirmed that all Recycler Plaintiffs support and agree to the terms of this Agreement; and

**WHEREAS**, it is agreed that this Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute,

regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Mazda or any of the Released Parties, or of the truth or legal or factual validity or viability of any of the claims the Recycler Plaintiffs have or could have asserted, which claims and all liability therefore are expressly denied;

**NOW, THEREFORE**, without any admission or concession by the Recycler Plaintiffs or Settlement Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by Mazda of any liability or wrongdoing or lack of merit in its defenses, in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Court, Plaintiffs, Settlement Class Counsel and Mazda agree as follows:

**I. PROCEDURAL HISTORY**

A. On October 27, 2014, various individual plaintiffs (the “Consumer Economic Loss Plaintiffs”) filed a class action complaint in *Craig Dunn, et al. v. Takata Corp., et al.*, No. 1:14-cv-24009 (S.D. Fla.) (“Consumer Economic Loss Class Actions”), alleging, among other things, that certain automotive companies manufactured, distributed, or sold certain vehicles containing allegedly defective airbag inflators manufactured by Takata that allegedly could, upon deployment, rupture and expel debris into the occupant compartment and/or otherwise affect the airbag’s deployment, and that the Consumer Economic Loss Plaintiffs sustained economic losses as a result.

B. The Judicial Panel on Multidistrict Litigation subsequently consolidated the action for pretrial proceedings with additional class and individual actions alleging similar or identical claims in *In re Takata Airbag Products Liability Litigation*, No. 1:15-md-02599-FAM (S.D. Fla.) (MDL 2599), pending before the Honorable Judge Federico A. Moreno in the United States

District Court for the Southern District of Florida.

C. On March 17, 2015, the Court entered an Order Appointing Plaintiffs' Counsel and Setting Schedule, which designated Peter Prieto of Podhurst Orseck, P.A. as Chair Lead Counsel, David Boies of Boies Schiller and Flexner, LLP, and Todd A. Smith of Power Rogers & Smith, PC, as Co-Lead Counsel in the Economic Loss track; Curtis Miner of Colson Hicks Eidson as Lead Counsel for the Personal Injury track; and Roland Tellis of Baron & Budd P.C., James Cecchi of Carella Byrne Cecchi Olstein P.C., and Elizabeth Cabraser of Lieff, Cabraser, Heimann & Bernstein, LLP as Plaintiffs' Steering Committee members.

D. The Consumer Economic Loss Plaintiffs filed their Second Amended Consolidated Class Action Complaint on June 15, 2015. In response, Defendants filed ten motions to dismiss. In ruling on these motions, the Court dismissed the claims brought by the Plaintiffs on standing grounds. However, in its April 22, 2016 Order Regarding Future Amended Complaint, the Court explained that Plaintiffs may amend dismissed counts, specifically referencing the Plaintiffs' claims.

E. On January 13, 2017, the Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it "knowingly devised and participated in a scheme to obtain money and enrich Takata by, among other things, inducing the victim OEMs to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were." On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud before U.S. District Judge George Caram Steeh, as part of a



settlement with the U.S. Department of Justice. *See U.S. v. Takata Corp.*, No. 2:16-cr-20810-GCS-EAS, Dkt. No. 23 (E.D. Mich. Feb. 27, 2017).

E. On May 18, 2017, Mazda and the Consumer Economic Loss Plaintiffs reached a settlement agreement. After a preliminary approval hearing on June 9, 2017, the Court approved the settlement, preliminarily certified the class, and approved of the proposed class notice. Following the Parties' consummation of the proposed notice program and settlement relief and a Fairness Hearing on October 25, 2017, the Court finally approved the settlement agreement between the Consumer Economic Loss Plaintiffs and Mazda on November 1, 2017.

F. The Recycler Plaintiffs filed their First Amended Consolidated Class Action Complaint against Defendants on May 18, 2018. On August 20, 2018, the Automotive Defendants filed multiple Motions to Dismiss. The Court granted in part and denied in part the Motions to Dismiss on March 9, 2021. The Court dismissed the following claims against Mazda: RICO claim for the nationwide class; Lanham Act for all Recycler Plaintiffs; Fraudulent Concealment and Fraudulent Misrepresentation claims for Tennessee and North Carolina; Violation of the Georgia Uniform Deceptive Trade Practices Act; and Violation of the Tennessee Consumer Protection Act. The claims remaining against Mazda are: Violation of Florida's Deceptive and Unfair Trade Practices Act; Violation of the North Carolina Unfair and Deceptive Trade Practices Act; Violation of the Texas Consumer Protection Act; and Fraudulent Concealment and Fraudulent Misrepresentation claims under Georgia, Florida, Missouri, Texas, and Virginia law.

G. On April 24, 2021, the Plaintiffs filed a Second Amended Class Action Complaint ("SACAC"). The SACAC was corrected on May 7, 2021, and this is the operative pleading for the Recycler Plaintiffs' claims at this time. Mazda answered the SACAC on May 21, 2021.

H. On May 18, 2021, the Parties filed an Unopposed Motion for Entry of Scheduling Order. The Court issued an Order Entering Scheduling Order on July 23, 2021, and granted the parties' Joint Motion to Extend Pretrial Deadlines and Modify the Scheduling Order for Recycler Claims on February 9, 2021. In the recycler actions, discovery is on-going and in addition to the discovery that has previously occurred. A trial date is not yet scheduled.

I. In the Consumer Economic Loss Class Actions, over one million documents were produced, more than 70 class representatives were deposed, and at least ten Takata and 18 Automotive Defendant representatives were deposed.

## **II. DEFINITIONS**

A. As used in this Agreement and the attached exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference), the following terms have the following meanings, unless this Agreement specifically provides otherwise:

1. "Action" or "Actions" means, individually and collectively, all class, mass and individual actions asserting economic loss claims filed by the Class, and/or any Class Members that are consolidated for pretrial proceedings in the United States District Court for the Southern District of Florida in *In re: Takata Airbag Products Liability Litigation*, Case No. 1:15-md-02599-FAM ("*Takata MDL*"), which are listed in Exhibit 1 hereto, or that may be consolidated into the *Takata MDL* prior to the entry of the Final Order.

2. "Agreement" or "Settlement Agreement" means this Settlement Agreement and the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments, which are the settlement (the "Settlement").

3. "Attorneys' Fees and Expenses" means such funds as may be awarded by the Court to compensate any and all attorneys in this Action representing the Recycler Plaintiffs

who have assisted in conferring the benefits upon the Class under this Settlement for their fees and expenses in connection with the Settlement, as described in Section VIII of this Agreement.

4. “Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.

5. “Claim Forms” shall be those documents, substantially in the form attached as Exhibits 12 and 13, that Class Members shall use to participate in the Enhanced Inflator Recovery Program.

6. “Claim Period” means the time period in which Class Members may submit Claims for review by RAS and payment from Mazda. The Claim Period shall run for a total of two (2) years, measured from the date of implementation of the Enhanced Inflator Recovery Program.

7. “Claims Process” means the process for submitting, reviewing, and paying approved claims as described in this Agreement, and as further determined by the Settlement Claims Administrator.

8. “Class” or “Class Members” means, for settlement purposes only, all Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Mazda, their officers, directors and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and Mazda’s Dealers and their officers and directors; (b) Settlement

Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class. A list of potential Class Members will be subsequently provided by Settlement Class Counsel.

9. “Class Notice” means the notice program described in Section IV.

10. “Court” means the United States District Court for the Southern District of Florida.

11. “Direct Mailed Notice” means the Direct Mailed Notice substantially in the form as attached hereto as Exhibit 2.

12. “Effective Date” means the latest date on which the Final Order and/or Final Judgment approving this Agreement becomes final. For purposes of this Agreement:

(a) if no appeal has been taken from the Final Order and/or Final Judgment, “Effective Date” means the date on which the time to appeal therefrom has expired; or

(b) if any appeal has been taken from the Final Order and/or Final Judgment, “Effective Date” means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc and petitions for a writ of certiorari to the Supreme Court of the United States or any other form of review, have been finally disposed of in a manner that affirms the Final Order or Final Judgment; or

(c) if Settlement Class Counsel and Mazda agree in writing, the “Effective Date” can occur on any other agreed date.

13. “Enhanced Inflation Recovery Program” means the program discussed in Section III.C. of this Agreement.

14. “Excluded Parties” includes (i) Takata Corporation, TK Holdings, Inc., and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and agents; and (ii) other than Mazda and, subject to Section VII.C, all other automotive manufacturers, including the automotive manufacturers and distributors referenced in the December 9, 2016 Third Amendment to the Coordinated Remedy Order, and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, distributors, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and agents. For the avoidance of any doubt, Excluded Parties shall include all Defendants named in the Action except for Mazda, subject to Section VII.C.

15. “Fairness Hearing” means the hearing at which the Court will determine whether to finally approve this Agreement as fair, reasonable, and adequate.

16. “Final Judgment” means the Court’s final judgment, issued after the final approval hearing, as described in Section IX.B. of this Agreement, which is to be consistent with the form attached hereto as Exhibit 4.

17. “Final Order” means the Court’s order approving the Settlement and this Agreement, as described in Section IX.B. of this Agreement, which is to be consistent with the form attached hereto as Exhibit 5.

18. “Inflator” or “Inflators” mean Takata PSAN inflators, which are all airbag inflators for driver or passenger front airbags manufactured and sold by Takata containing

propellant with Phase-Stabilized Ammonium Nitrate (“PSAN”), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

19. “Long Form Notice” means the notice substantially in the form attached hereto as Exhibit 6.

20. “Mazda” means Mazda Motor Corporation and Mazda Motor of America, Inc. d/b/a Mazda North American Operations.

21. “Mazda Dealers” means authorized Mazda dealers in the United States and all of its territories and possessions.

22. “Mazda’s Counsel” means Cari K. Dawson of Alston & Bird LLP.

23. “Notice Program” means the program and components to disseminate notice to the Class as further discussed in Section IV of this Agreement.

24. “Parties” means the Recycler Plaintiffs, through Settlement Class Counsel and Mazda collectively, and “Party” means one of them.

25. “Preliminary Approval Order” means the order, which, if approved, will be entered by the Court preliminarily approving the Settlement as outlined in Section IX.A. of this Agreement, which order shall be substantially in the form attached hereto as Exhibit 7.

26. “Publication Notice” means the publication notice substantially in the form attached hereto as Exhibit 8.

27. “Rebuilders Automotive Supply, Inc.” or “RAS” means the entity that shall be part of the implementation of the Enhanced Inflator Recovery Program.

28. “Recycler Plaintiffs” means 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; and Young's Auto Center and Salvage, LP.

29. "Release" means the release and waiver set forth in Section VII of this Agreement and in the Final Order and Final Judgment.

30. "Released Parties" or "Released Party" means Mazda and each of its past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, including AutoAlliance International, Inc. ("AAI"), partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including the Mazda Dealers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and subdistributors, repairers, agents, attorneys, insurers, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name in this Agreement. Notwithstanding the foregoing, "Released Parties" does not include the Excluded Parties.

31. "Settlement Claims Administrator" means the Court-appointed third-party agent or administrator agreed to by the Parties and appointed by the Court to oversee and administer the Enhanced Inflation Recovery Program. The Parties agree that RAS shall serve as Settlement Claims Administrator, subject to approval by the Court.

32. "Settlement Class Counsel" means, collectively, Podhurst Orseck, P.A. (Court-appointed Chair Lead Counsel); Boies, Schiller & Flexner L.L.P. and Power, Rogers and Smith, P.C. (Court-appointed Co-Lead Counsel for the Economic Loss Track); and Baron & Budd P.C., Carella Byrne Cecchi Olstein P.C., and Lief Cabraser Heimann & Bernstein, LLP (Court-appointed Plaintiffs' Steering Committee) on behalf of the Plaintiffs in the *Takata* MDL.



33. “Settlement Notice Administrator” means the Court-appointed third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the Publication Notice and consult on Class Notice. The Parties agree that Kroll Notice Media shall serve as Settlement Notice Administrator, subject to approval by the Court.

34. “Subject Vehicles” means those Mazda vehicles listed on Exhibit 9 that contain or contained Takata phase stabilized ammonium nitrate (“PSAN”) inflators in their driver or passenger front airbag that (i) have been recalled, or (ii) may be recalled or contain a desiccant and that may be subject to future recall as referenced in the National Highway Traffic Safety Administration’s (“NHTSA”) Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto, as indicated in Exhibit 10.

35. “Takata” means Takata Corporation, TK Holdings, Inc., Takata AG, and their affiliates and related entities involved in the design, testing, manufacture, sale and distribution of Takata PSAN inflators and inflator modules.

36. “Takata Airbag Inflator Recall(s)” or “Recall(s)” means all past, present, and future recalls as referenced in NHTSA’s Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto, related to Takata PSAN inflators, whether desiccated or non-desiccated, in the driver or passenger front airbag in the Subject Vehicles.

B. Other capitalized terms used in this Agreement but not defined in this Section II shall have the meanings ascribed to them elsewhere in this Agreement. Unless the context requires otherwise, references in this Agreement to the singular shall include the plural and references to the plural shall include the singular.

C. The terms “he or she” and “his or her” include “it” or “its” where applicable.

**III. SETTLEMENT RELIEF**

A. In consideration for the dismissal of the Action against Mazda with prejudice, as contemplated in this Agreement, and for the full and complete Release, Final Order and Final Judgment provided below, Mazda agrees to provide the following:

B. Payments Made by Mazda

1. Mazda shall, not later than 21 calendar days after the Court issues the preliminary approval order, make a payment not to exceed \$20,000.00 sufficient to pay for all notice and related costs, as directed by the Settlement Notice Administrator. This payment shall take into account any other settling Automotive Defendants for common expenses and costs, as indicated below. If the Court does not grant final approval to the settlement, Mazda shall be refunded any remaining portion of this initial payment. In any event, if the initial payment exceeds the total notice cost, Mazda shall be refunded the difference.

2. It is expressly understood that should other Automotive Defendants enter into settlement agreements in the Action, the settlements shall be kept separate. However, any common expenses and costs including but not limited to, costs for Publication Notice and common settlement administration, will be shared by the settling Automotive Defendants on a *per capita* basis.

3. Mazda shall separately pay, on an on-going basis, the costs related to the Enhanced Inflator Recovery Program.

C. Enhanced Inflator Recovery Program

1. Pursuant to the Enhanced Inflator Recovery Program and at Mazda's direction, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy Inflators (or, if required or directed by RAS, the airbag modules containing Inflators) in or

from Class Members' Subject Vehicles that have been recalled as of the date of this Agreement. This Enhanced Inflator Recovery Program does not apply to Inflators that were previously recovered and purchased by Mazda under a separate program administered by the Settlement Claims Administrator. This Enhanced Inflator Recovery Program excludes Inflators that have not been recalled as of the date of this Agreement.

2. If the Inflators in Class Members' Subject Vehicles that have been recalled as of the date of this Agreement have deployed or are missing, the Settlement Claims Administrator shall, to the extent reasonably practicable, locate and identify such Inflators and request the Class Member submit specified geotagged pictures and documentation, as per RAS's requirements, for verification of such deployed or missing Inflators for which the Class Members were not previously compensated by Mazda under a separate program administered by the Settlement Claims Administrator.

3. To the extent reasonably practicable, a website for the Enhanced Inflator Recovery Program shall be created ("Settlement Website") and overseen by the Settlement Claims Administrator which will (i) make available to Class Members information applicable to Subject Vehicles; (ii) allow Class Members to upload batches of VINs for batch processing and comparison to a list of VINs maintained by the Settlement Claims Administrator to determine which, if any, Inflators are subject to purchase under the Inflator Recovery Program; (iii) direct Class Members to submit claims under the Inflator Recovery Program for the purchase of Inflators in Subject Vehicles that have been recalled as of the date of this Agreement or payment for deployed or missing Inflators in Subject Vehicles that have been recalled as of the date of this Agreement; and (iv) allow Class Members to submit claims under the Inflator Recovery Program at/after the Effective Date.

4. For implementation of the Inflator Recovery Program for recovered Inflators (for recovery of undeployed Inflators, the airbag modules containing Inflators) that have been recalled as of the date of this Agreement, Mazda, through the Settlement Claims Administrator, shall pay to the eligible Class Member a total of \$69.00 for a passenger side airbag module containing an Inflator and \$63.25 for a driver side airbag module containing an Inflator, both of which are 15% more per recovered airbag module containing an Inflator than Mazda currently (as of the Effective Date of this Agreement, unless implemented earlier) pays under its existing, separate program to recover Takata inflators that it administered by the Settlement Claims Administrator.

5. For implementation of the Inflator Recovery Program for deployed or missing Inflators that have been recalled as of the date of this Agreement, Mazda, through the Settlement Claims Administrator, shall pay to the eligible Class Member a total of \$17.25 per Inflator, which is 15% more per deployed or missing Inflator than Mazda currently (as of the date this of this Agreement, unless implemented earlier), pays for deployed or missing Inflators under its existing, separate program to recover Takata inflators that it administered by the Settlement Claims Administrator.

6. The Settlement Claims Administrator shall coordinate with, notify, and provide monthly updates to Mazda regarding the results of the implementation of the Inflator Recovery Program. Mazda's Counsel shall provide quarterly updates to Settlement Class Counsel of the results of the Inflator Recovery Program, but not more often than quarterly.

7. Mazda shall enter into a written, legally enforceable agreement with RAS (the "RAS Inflator Recovery Program Agreement") that memorializes the terms of the Inflator Recovery Program as described in Sections III.C.1-6 above. Mazda shall have a continuing

obligation until the termination of the Enhanced Inflater Recovery Program to periodically monitor RAS's compliance with the terms of the RAS Inflater Recovery Program Agreement. If Mazda determines that RAS has breached the agreement, Mazda shall take necessary and reasonable steps to enforce the terms of the RAS Inflater Recovery Program Agreement. Mazda will provide Settlement Class Counsel with a copy of the agreement within a week of its execution and Settlement Class Counsel shall keep this agreement confidential.

8. The Inflater Recovery Program shall run for a total of two (2) years, measured from the date of implementation.

9. Mazda, at its sole discretion, may implement the Inflater Recovery Program prior to the occurrence of the Effective Date.

10. To the extent practicable for the provisions of this subsection, the duties of the Settlement Claims Administrator are to receive, review, and process the claims submitted to the Inflater Recovery Program by Class Members ("Claims") to determine whether Claims satisfy the criteria for payment from the Enhanced Inflater Recovery Program specified in this Agreement. For validated Claims, the Settlement Claims Administrator shall request funding from Mazda for payment to the eligible Class Members for the validated Claims for the Subject Vehicles. For deficient Claims, the Settlement Claims Administrator shall provide a notice of deficiency to the Class Members describing the deficiency(ies) and providing the Class Member with forty-five (45) days, measured from the date of the notice of deficiency, to cure the defect to make the Claims eligible for payment. If the Claims are not cured within that time, the Claims shall be denied. The Settlement Claims Administrator shall have the authority to determine whether the Claims are complete, timely, and valid/deficient/invalid in accordance with this Agreement and its decision shall be final and not appealable. The Settlement Claims

Administrator shall provide periodic reports to counsel for Mazda and Settlement Class Counsel, but not more often than quarterly.

#### **IV. NOTICE TO THE CLASS**

##### **A. Components of Class Notice**

1. Class Notice will be accomplished through a combination of the Direct Mailed Notices, Publication Notice, notice through the Settlement website, a Long Form Notice, and other applicable notice, each of which is described below, as specified in the Preliminary Approval Order, the Declaration of the proposed Settlement Notice Administrator and the Notice Plan (attached hereto as Exhibit 11). This notice is intended to comply with all applicable laws, including but not limited to, Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule.

##### **B. Publication Notice**

The Settlement Notice Administrator shall cause the publication of the Publication Notice as described in the Declaration of the proposed Settlement Notice Administrator and in such additional newspapers, magazines and/or other media outlets as shall be agreed upon by the Parties. The form of Publication Notice agreed upon by the Parties is in the form substantially similar to the one attached to the Agreement as Exhibit 8.

##### **C. Website**

The Settlement Notice Administrator shall establish a Settlement website that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court. The Settlement website will contain a section with Frequently Asked Questions.

D. Direct Mailed Notice

The Settlement Notice Administrator shall send the Direct Mailed Notice, substantially in the form attached hereto as Exhibit 2, by U.S. Mail, proper postage prepaid, to Class Members, whose addresses shall be obtained through the use of reasonable efforts. The Direct Mailed Notice shall inform potential Class Members on how to obtain the Long Form Notice from the Settlement website, through regular mail or from a toll-free telephone number. In addition, the Settlement Notice Administrator shall: (a) re-mail any Direct Mailed Notices returned by the United States Postal Service with a forwarding address; (b) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses and promptly mail copies of the applicable notice to any better addresses so found. The Direct Mailed Notice shall also be available on the Settlement website.

E. Long Form Notice

The Long Form Notice shall be in a form substantially similar to the document attached to this Agreement as Exhibit 6, and shall advise Class Members of the following:

1. General Terms: The Long Form Notice shall contain a plain and concise description of the nature of the Actions, the history of the litigation, the preliminary certification of the Class for settlement purposes, and the proposed Settlement, including information on the identity of Class Members, how the proposed Settlement would provide relief to Class Members, what claims are released under the proposed Settlement and other relevant terms and conditions.
2. Opt-Out Rights: The Long Form Notice shall inform Class Members that they have the right to opt out of the Settlement.



3. Objection to Settlement: The Long Form Notice shall inform Class Members of their right to object to the proposed Settlement and appear at the Fairness Hearing. The Direct Mailed Notice shall provide the deadlines and procedures for exercising these rights.

4. Fees and Expenses: The Long Form Notice shall inform Class Members about the amounts that may be sought by Settlement Class Counsel as Attorneys' Fees and Expenses and individual awards to the Plaintiffs, if any, and shall explain that such fees and expenses could be awarded by the Court.

F. Toll-Free Telephone Number

The Settlement Notice Administrator shall establish a toll-free telephone number that will provide settlement-related information to Class Members using an Interactive Voice Response system, with an option to speak with live operators.

G. Class Action Fairness Act Notice

The Settlement Notice Administrator shall send to each appropriate State and Federal official the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms.

H. Duties of the Settlement Notice Administrator

1. The Settlement Notice Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Direct Mailed Notices; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any Direct Mailed Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Agreement; (e) responding to requests for Direct Mailed Notice; (f) receiving and maintaining any Class Member correspondence regarding requests for exclusion and/or objections to the Settlement; (g) forwarding written inquiries to Settlement Class Counsel or their designee for a response, if

warranted; (h) establishing a post office box for the receipt of any correspondence; (i) responding to requests from Settlement Class Counsel and/or Mazda's Counsel; (j) establishing a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Actions and the Settlement; and (k) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement.

2. The Settlement Notice Administrator shall be responsible for arranging for the publication of the Publication Notice, establishing internet banner notifications and for otherwise implementing the notice program. The Settlement Notice Administrator shall coordinate its activities to minimize costs in effectuating the terms of this Agreement.

3. The Parties, through their respective counsel, may agree to remove and replace the Settlement Notice Administrator, subject to Court approval. Disputes regarding the retention or dismissal of the Settlement Notice Administrator shall be referred to the Court for resolution.

4. The Settlement Notice Administrator may retain one or more persons to assist in the completion of its responsibilities.

5. Not later than 21 days before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court (a) a list of those Class Members that have opted out or excluded themselves from the Settlement; and (b) a declaration confirming that the Notice Program has been implemented pursuant to its terms, including the details outlining the scope, method and results of the Notice Program.

6. The Settlement Notice Administrator and the Parties, through their respective counsel, shall promptly, after receipt, provide copies of any requests for exclusion, objections, and/or related correspondence to each other.

I. Self-Identification

Persons or entities who or which believe that they are Class Members may contact Settlement Class Counsel or the Settlement Notice Administrator and provide necessary documentation establishing that they are, in fact, Class Members and indicating that they wish to be eligible for the relief provided in this Agreement.

J. Mazda's Counsel shall provide to the Settlement Notice Administrator, within 20 days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending economic-loss litigation against Mazda relating to Takata airbag inflator claims involving the Subject Vehicles and/or otherwise covered by the Release, other than those counsel in the Actions.

V. **REQUESTS FOR EXCLUSION**

A. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Settlement Notice Administrator at the address provided in the Long Form Notice, postmarked on or before a date ordered by the Court specifying that he or she wants to be excluded and otherwise complying with the terms stated in the Long Form Notice and Preliminary Approval Order. The Settlement Notice Administrator shall forward copies of any written requests for exclusion to Settlement Class Counsel and Mazda's Counsel. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VI.

B. Any potential Class Member who does not file a timely written request for exclusion as provided in this Section V shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Order and Final Judgment in the Actions, even if he or she has litigation pending or subsequently initiates litigation against Mazda

or the Released Parties asserting the claims released in Section VII of the Agreement.

**VI. OBJECTIONS TO SETTLEMENT**

A. Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses, or the individual awards to the Plaintiffs, must deliver to Settlement Class Counsel identified in the Class Notice and to Mazda's Counsel, and file with the Court, on or before a date ordered by the Court in the Preliminary Approval Order a written statement of his or her objections. The written objection of any Class Member must include: (a) a heading which refers to the *Takata* MDL; (b) the objector's full name, telephone number, and address (the objector's actual residential address must be included); (c) an explanation of the basis upon which the objector claims to be a Class Member, including at least one VIN of the objector's Subject Vehicle(s); (d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel; (e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (f) if represented by counsel, the full name, telephone number, and address of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (g) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's

prior such objections that were issued by the trial and appellate courts in each listed case; (h) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity; (i) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel; (j) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (k) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and (l) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient). Any documents supporting the objection must also be attached to the objection.

B. Any Class Member who files and serves a written objection, as described in the preceding Section VI.A, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses or awards to the individual Plaintiffs. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to one of Settlement Class Counsel identified in the Class Notice and to Mazda's Counsel, and file the notice with the Court, on or before a date ordered by the Court.

C. Any Class Member who fails to comply with the provisions of Sections VI.A and VI.B above shall waive any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and the Final Judgment in the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of this Section VI. Without limiting the foregoing, any challenge to the Settlement,

Final Approval Order or Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

D. Any Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement is approved, as long as the objecting Class Member complies with all requirements of this Agreement applicable to Class Members.

## **VII. RELEASE AND WAIVER**

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.

B. In consideration for the relief provided above, the Recycler Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind and/or type regarding the subject matter of the Actions and/or the subject Inflatos, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert and/or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, and/or any other statutes, violations of or liability under any states'

Lemon Laws or warranty statutes, fraud, misrepresentation, products liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common law, statutory, and/or equitable relief theories, or from any other source, and any claim or potential claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles' airbags containing desiccated or non-desiccated driver's or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged or described in the Actions or any amendments of the Actions.

C. Notwithstanding the definition of Excluded Parties, the foregoing release set forth in Section VII.B above shall extend to the Released Parties and Ford Motor Company and all related corporate entities with respect to the Mazda B-Series truck, and AutoAlliance International, Inc. and all related corporate entities with respect to the Mazda6 and any other Mazda-brand vehicles. Any claims against Ford Motor Company and AutoAlliance International, Inc., and all related corporate entities, with respect to any other vehicles are not released by virtue of this release.

D. If a Class Member who does not timely and properly opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

E. Notwithstanding the Release set forth in this Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or actual physical property damage arising from an



incident involving a Subject Vehicle (other than damage to the Subject Vehicle itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.

F. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of this Agreement.

G. The Final Order and Final Judgment will reflect these terms.

H. The Recycler Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, instigate, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, claim and/or proceeding, whether legal, administrative or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.

I. In connection with this Agreement, the Recycler Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Settlement Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, acquit and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, and the Subject Vehicles, except as

otherwise stated in this Agreement.

J. The Recycler Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Recycler Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

K. The Recycler Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. The Recycler Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that the Recycler Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting Claims to the Enhanced Inflation Recovery Program shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title,

interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

L. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements of any kind and nature incurred by any attorneys, Settlement Class Counsel, or the Recycler Plaintiffs.

M. Settlement Class Counsel and any other attorneys who worked with or on behalf of Settlement Class Counsel on any of the Actions acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

N. Pending final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties agree that any and all outstanding obligations and deadlines relating to pleadings, discovery, and any other pretrial requirements are hereby stayed and suspended as to Mazda. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Mazda.

O. Nothing in this Release shall preclude any action to enforce the terms of the

Agreement, including participation in any of the processes detailed herein.

P. The Recycler Plaintiffs and Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

### **VIII. ATTORNEYS' EXPENSES**

A. The Parties did not begin to negotiate Attorneys' Expenses, until after agreeing to the principal terms set forth in this Settlement Agreement. After agreeing to the principal terms set forth in this Settlement Agreement, Settlement Class Counsel and Mazda's Counsel negotiated the amount of Attorneys' Expenses that, separate and apart from the consideration for this settlement, following application to the Court and subject to Court approval, would be paid by Mazda as the costs and expense reimbursement to Settlement Class Counsel and Plaintiffs.

B. As a result of these negotiations, Settlement Class Counsel agrees not to seek any attorneys' fees relating to the resolution of the Actions.

C. Settlement Class Counsel further agrees to limit any petition for an award of attorneys' expenses in the Actions not to exceed \$26,867.22 in costs and expenses.

D. This award of costs and expenses shall be the sole compensation paid by Mazda for all plaintiffs' counsel in the Actions. Any Attorneys' expenses award made by the Court shall be paid by Mazda within 30 days of the Effective Date.

E. Any order or proceedings relating to the Attorneys' costs and expenses application, or any appeal from any order related thereto, or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date.

F. The Attorneys' expenses paid by Mazda as provided for in this Agreement shall be

allocated by Settlement Class Counsel among other plaintiffs' counsel in a manner that Settlement Class Counsel in good faith believe reflects the contributions of all plaintiffs' counsel to the prosecution and settlement of the claims against Mazda in the Actions.

G. Mazda shall not be liable for, or obligated to pay, any attorneys' fees, expenses, costs, or disbursements, either directly or indirectly, in connection with the Actions or the Agreement, other than as set forth in this Section VIII.

H. The amount(s) of any Attorneys' expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' expenses awarded by the Court to Settlement Class Counsel shall affect whether the Final Order and Final Judgment are final.

I. Pursuant to case law, Recycler Plaintiffs are not seeking any incentive awards relating to the resolution of the Actions.

**IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS**

A. The Parties shall seek from the Court, within 14 days after the execution of this Agreement, a Preliminary Approval Order in a form substantially similar to Exhibit 7. The Preliminary Approval Order shall, among other things:

1. Preliminarily certify the Class for settlement purposes only, approve the Recycler Plaintiffs as class representatives and appoint Settlement Class Counsel as counsel for the class, pursuant to Fed. R. Civ. P. 23;

2. Preliminarily approve the Settlement;

3. Preliminarily approve Kroll Notice Media as the Settlement Notice Administrator;
4. Preliminarily approve RAS as the Settlement Claims Administrator;
5. Approve the proposed Class Notices, the Notice Program, and direct the implementation of the Notice Program in accordance with the Agreement;
6. Schedule a date and time for a Fairness Hearing to determine whether the Settlement should be finally approved by the Court;
7. Require Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Agreement and Long Form Notice and that a failure to do so shall bind those Class Members who remain in the Class;
8. Require Class Members who wish to object to this Agreement to submit an appropriate and timely written objection as directed in this Agreement and Long Form Notice;
9. Require Class Members who wish to appear at the Fairness Hearing to submit an appropriate and timely written statement as directed in the Agreement and Long Form Notice;
10. Require attorneys representing Class Members who wish to object to this Agreement to file a notice of appearance as directed in this Agreement and Long Form Notice;
11. Issue a preliminary injunction and stay all other Actions in the *Takata* MDL as to Mazda pending final approval by the Court;
12. Issue a preliminary injunction enjoining potential Class Members, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, from instituting or prosecuting any action or proceeding that may be released pursuant to this Settlement, including those Class Members seeking to opt out, pending the Court's determination of whether

the Settlement should be given final approval, except for proceedings in this Court to determine whether the Settlement will be given final approval; and

13. Issue other related orders to effectuate the preliminary approval of the Agreement.

B. After the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order and Final Judgment in the forms consistent with Exhibits 5 and 4, respectively. The Final Order and Final Judgment shall, among other things:

1. Find that the Court has personal jurisdiction over all Recycler Plaintiffs and Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Actions, and that venue is proper;

2. Finally approve the Agreement and Settlement, pursuant to Fed. R. Civ. P. 23;

3. Finally certify the Class for settlement purposes only;

4. Find that the notice and the notice dissemination methodology complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;

5. Dismiss all claims made by the Recycler Plaintiffs against Mazda in the Actions with prejudice and without costs and fees (except as provided for herein as to costs and fees);

6. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Order and Final Judgment;



7. Issue a permanent injunction, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, against Class Members instituting or prosecuting any claims released pursuant to this Settlement;

8. Authorize the Parties to implement the terms of the Agreement;

9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Order and Final Judgment, and for any other necessary purpose; and

10. Issue related orders to effectuate the final approval of the Agreement and its implementation.

**X. MODIFICATION OR TERMINATION OF THIS AGREEMENT**

A. The terms and provisions of this Agreement may be amended or modified only by written agreement of the Parties, through their respective counsel, and approval of the Court; provided, however, that after entry of the Final Order and Final Judgment, the Parties, through their respective counsel, may by written agreement effect such amendments and/or modifications of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Class Members under this Agreement.

B. This Agreement shall terminate at the discretion of either Mazda or the Recycler Plaintiffs, through Settlement Class Counsel, if: (1) the Court, or any appellate court, rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement that results in a substantial modification to a material term of the proposed Settlement, including, without limitation, the amount and terms of relief, the obligations of the Parties, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the

terms of the Release; or (2) the Court, or any appellate court, does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Order and Final Judgment, or any of the Court's findings of fact or conclusions of law, that results in a substantial modification to a material term of the proposed Settlement. The terminating Party must exercise the option to withdraw from and terminate this Agreement, as provided in this Section X, by a signed writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination. The Parties will be returned to their positions *status quo ante*.

1. Mazda shall have the right, but not the obligation, to terminate this Agreement if the total number of timely and valid requests for exclusion exceeds 1% of putative Class Members.

C. If an option to withdraw from and terminate this Agreement arises under Section X.B above, neither Mazda nor the Recycler Plaintiffs are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

D. If, but only if, this Agreement is terminated pursuant to Section X.B, above, then:

1. This Agreement shall be null and void and shall have no force or effect, and no Party to this Agreement shall be bound by any of its terms, except for the terms of Section X.D herein;

2. The Parties will petition the Court to have any stay orders entered pursuant to this Agreement lifted;

3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Mazda, the Recycler Plaintiffs or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement, except that the Parties shall cooperate in requesting that the Court

set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

4. The Recycler Plaintiffs and all other Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in the Actions including, without limitation, any argument concerning class certification, and treble or other damages;

5. Mazda and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, arguments in support of, and substantive and procedural rights as to all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability or damages;

6. Neither this Agreement, the fact of its having been made, nor the negotiations leading to it, nor any information or materials exchanged in connection with this Agreement, or discovery or action taken by any Party or its counsel pursuant to this Agreement shall be admissible or entered into evidence for any purpose whatsoever;

7. Any settlement-related order or judgment entered in this Action after the date of execution of this Agreement shall be deemed vacated and shall be without any force or effect;

8. All costs incurred in connection with the Settlement, including, but not limited to, notice, publication, and customer communications, shall be paid and all remaining funds

shall revert back to Mazda as soon as practicable. Neither the Recycler Plaintiffs nor Settlement Class Counsel shall be responsible for any of these costs or other settlement-related costs; and

9. Any Attorneys' Fees and Expenses previously paid to Settlement Class Counsel shall be returned to Mazda within 14 calendar days of termination of the Agreement.

## **XI. GENERAL MATTERS AND RESERVATIONS**

A. Mazda has denied and continues to deny each and all of the claims and contentions alleged in the Actions, and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act or omission that was alleged, or that could have been alleged, in the Actions. Mazda believes that it has valid and complete defenses to the claims against it in the Actions. Without in any way limiting the scope of this denial, Mazda denies that it committed any wrongdoing with respect to the issues that are the subject of the Takata Airbag Inflator Recalls. Nonetheless, Mazda has concluded that it is desirable that the Actions be fully and finally settled in the matter upon the terms and conditions set forth in this Agreement.

B. The obligation of the Parties to conclude the proposed Settlement is and shall be contingent upon each of the following:

1. Entry by the Court of a final order and final judgment identical to, or with the same material terms as, the Final Order and Final Judgment approving the Settlement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and

2. Any other conditions stated in this Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent Mazda from disclosing such information, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal

agencies, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys, or as otherwise required by law. Nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure should be made in order to effectuate the terms and conditions of this Agreement.

D. The Recycler Plaintiffs and Settlement Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither the Recycler Plaintiffs nor their counsel may disclose it to third parties (other than experts or consultants retained in connection with the Actions), nor may they disclose any quotes or excerpts from, or summaries of, such information, whether the source is identified or not; that it not be the subject of public comment; that it not be used by the Recycler Plaintiffs or Settlement Class Counsel or other counsel representing plaintiffs in the Actions in any way in this litigation or any other litigation or otherwise should the Settlement not be achieved, and that it is to be returned if a Settlement is not concluded; provided, however, that nothing contained herein shall prohibit the Recycler Plaintiffs from seeking such information through formal discovery if appropriate and not previously requested through formal discovery or from referring to the existence of such information in connection with the Settlement of the Actions.

E. Information provided by Mazda includes trade secrets and highly confidential and proprietary business information and shall be deemed “Highly Confidential” pursuant to the Confidentiality Order entered in the MDL and any other confidentiality or protective orders that have been entered in the Actions or other agreements, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Mazda’s request, be promptly returned to Mazda’s Counsel, and there shall be no implied or express waiver of any privileges, rights and

defenses.

F. Within 90 days after the Effective Date (unless the time is extended by agreement of the Parties), all “Confidential” and “Highly Confidential” documents and materials (and all copies of such documents in whatever form made or maintained, including documents referring to such documents) produced during the settlement process by Mazda or Mazda’s Counsel to Settlement Class Counsel shall be returned to Mazda’s Counsel. Alternatively, Settlement Class Counsel shall certify to Mazda’s Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained including documents referring to such documents) produced by Mazda or Mazda’s Counsel have been destroyed, provided, however, that this Section XI.F shall not apply to any documents made part of the record in connection with a Claim, nor to any documents made part of a Court filing, nor to Settlement Class Counsel’s work product (as to which the confidentiality provisions above shall continue to apply). Nothing in this Agreement shall affect or alter the terms of the MDL Confidentiality Order or any other applicable confidentiality agreement, which shall govern the documents produced in the Actions.

G. Mazda’s execution of this Agreement shall not be construed to release – and Mazda expressly does not intend to release – any claim Mazda may have or make against any insurer or other party for any cost or expense incurred in connection with this Action and/or Settlement, including, without limitation, for attorneys’ fees and costs.

H. Settlement Class Counsel represent that: (1) they are authorized by the Recycler Plaintiffs to enter into this Agreement with respect to the claims in these Actions; and (2) they are seeking to protect the interests of the Class.

I. Settlement Class Counsel further represent that the Recycler Plaintiffs: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able,

and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Actions, including the Amended Complaint, or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Settlement Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Settlement Class Counsel and have agreed to its terms; (6) have consulted with Settlement Class Counsel about the Actions and this Agreement and the obligations imposed on representatives of the Class; (7) have a good faith belief that this Settlement and its terms are fair, adequate, reasonable and in the best interests of the Class; (8) have authorized Settlement Class Counsel to execute this Agreement on their behalf; and (9) shall remain and serve as representatives of the Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that the Recycler Plaintiffs cannot represent the Class.

J. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

K. Mazda represents and warrants that the individuals executing this Agreement are authorized to enter into this Agreement on the behalf of Mazda.

L. This Agreement, complete with its exhibits, sets forth the sole and entire agreement



among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Settlement Class Counsel and Mazda's Counsel on behalf of Mazda. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed or referenced in this Agreement exist among or between them, and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge. This Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement. Each Party represents that he or she is not relying on any representation or matter not included in this Agreement.

M. This Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of Florida notwithstanding its conflict of laws provisions.

N. Any disagreement and/or action to enforce this Agreement shall be commenced and maintained only in the United States District Court for the Southern District of Florida that oversees the *Takata* MDL.

O. Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

1. If to Mazda, then to:

Cari K. Dawson, Esq.  
Alston & Bird LLP  
One Atlantic Center  
1201 West Peachtree Street  
Suite 4900  
Atlanta, GA 30309  
Tel: (404) 881-7766  
Email: cari.dawson@alston.com

2. If to the Recycler Plaintiffs, then to:

Peter Prieto  
Podhurst Orseck, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com

P. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section XI “Federal Holiday” includes New Year’s Day, Birthday of Martin Luther King, Jr., Presidents’ Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot’s Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States or the Clerk of the United States District Court for the Southern District of Florida.

Q. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

R. The Class, the Recycler Plaintiffs, Settlement Class Counsel, Mazda, or Mazda’s Counsel shall not be deemed to be the drafter of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Agreement was drafted by counsel for the Parties during extensive arm’s-length

negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

S. The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, the Recycler Plaintiffs, or the Class or as a waiver by the Released Parties, the Recycler Plaintiffs or the Class of any applicable privileges, claims or defenses.

T. The Recycler Plaintiffs expressly affirm that the allegations as to Mazda contained in the Second Amended Class Action Complaint were made in good faith but consider it desirable for the Actions to be settled and dismissed as to Mazda because of the substantial benefits that the Settlement will provide to Class Members.

U. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Agreement in good faith, and to use good faith in resolving any disputes that may

arise in the implementation of the terms of this Agreement.

V. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.



W. If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

X. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the proposed Settlement.

Y. This Agreement may be signed with an email or other electronic means for a signature and in counterparts by each Party, each of which shall constitute a duplicate original, all of which taken together shall constitute one and the same instrument.

Z. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision if Mazda, and Settlement Class Counsel, on behalf of the Recycler Plaintiffs and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

On Behalf of the Recycler Plaintiff Class:

BY:  Dated:   
Peter Prieto  
PODHURST ORSECK, P.A.

Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Chair Lead Counsel

BY: David Boies Dated: 12/13/2022

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
599 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsfllp.com  
Co-Lead Counsel for the Economic Loss Track

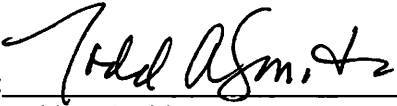
BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Todd A. Smith  
SMITH LACIEN LLP  
70 West Madison Street, Suite 5770  
Chicago, IL 60602  
Tel: (312) 509-8900  
Email: tsmith@smithlacienc.com  
Co-Lead Counsel for the Economic Loss Track

Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Chair Lead Counsel

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
599 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Co-Lead Counsel for the Economic Loss Track

BY:  \_\_\_\_\_ Dated: 12/8/2022 \_\_\_\_\_

Todd A. Smith  
SMITH LACIEN LLP  
70 West Madison Street, Suite 5770  
Chicago, IL 60602  
Tel: (312) 509-8900  
Email: tsmith@smithlancien.com  
Co-Lead Counsel for the Economic Loss Track

BY: CBM Dated: 12-8-2022  
Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track


BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee



BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY:  \_\_\_\_\_ Dated: 12/8/22 \_\_\_\_\_  
Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

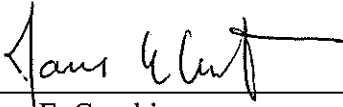
BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY:  \_\_\_\_\_ Dated: Dec 8, 2022

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

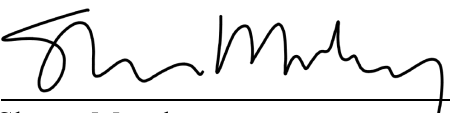
BY: \_\_\_\_\_ Dated: \_\_\_\_\_

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

BY:  \_\_\_\_\_ Dated:  \_\_\_\_\_

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

On Behalf of Mazda:

BY:  \_\_\_\_\_

Shawn Murphy  
Vice President, Chief Legal Officer  
Mazda Motor of America, Inc.

Dated: January 3, 2023

BY: \_\_\_\_\_

Cari K. Dawson, Esq.  
Alston & Bird LLP  
One Atlantic Center  
1201 West Peachtree Street  
Suite 4900  
Atlanta, GA 30309  
Tel: (404) 881-7766  
Email: [cari.dawson@alston.com](mailto:cari.dawson@alston.com)

Dated: \_\_\_\_\_

Counsel for Mazda Motor Corporation and Mazda Motor of America, Inc.

# **EXHIBIT E**

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

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

EUGENNIE SINCLAIR, et al., individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

MDL No. 2599

Master File No. 15-MD-02599-FAM

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

**SETTLEMENT AGREEMENT**

---

**Table of Contents**

	<b>Page</b>
I. PROCEDURAL HISTORY.....	2
II. DEFINITIONS.....	5
III. SETTLEMENT RELIEF .....	11
IV. NOTICE TO THE CLASS .....	16
V. REQUESTS FOR EXCLUSION.....	20
VI. OBJECTIONS TO SETTLEMENT .....	21
VII. RELEASE AND WAIVER .....	23
VIII. ATTORNEYS’ FEES AND EXPENSES AND INDIVIDUAL PLAINTIFF AWARDS	27
IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS.....	29
X. MODIFICATION OR TERMINATION OF THIS AGREEMENT .....	32
XI. GENERAL MATTERS AND RESERVATIONS.....	34



**TABLE OF EXHIBITS**

<b><u>Document</u></b>	<b><u>Exhibit Number</u></b>
List of Actions in the <i>Takata</i> MDL.....	1
Direct Mailed Notice.....	2
National Highway Traffic Safety Administration’s (“NHTSA”) Third Amendment to the Coordinated Remedy Order, dated December 9, 2016 .....	3
Final Judgment.....	4
Final Order .....	5
Long Form Notice .....	6
Preliminary Approval Order .....	7
Publication Notice.....	8
List of Subject Vehicles .....	9
National Highway Traffic Safety Administration’s (“NHTSA”) Consent Orders dated May 18, 2015 and November 3, 2015 .....	10
Settlement Notice Administrator’s Declaration and Notice Plan .....	11
Claim Forms.....	12 and 13

**WHEREAS**, Settlement Class Counsel (all terms defined below) and other counsel who have appeared in these Actions have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the claims, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens and costs of further prosecution of their claims, and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Recycler Plaintiffs and the Class;

**WHEREAS**, as a result of extensive arm's-length negotiations, the Recycler Plaintiffs, Settlement Class Counsel and Ford have entered into this Agreement, which will resolve all economic loss claims that were or could have been asserted against Ford by the Recycler Plaintiffs in the Actions;

**WHEREAS**, Ford, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the claims, and for the purpose of resolving all economic loss claims and controversies that were or could have been asserted by the Recycler Plaintiffs and the Class in the Actions, for good and valuable consideration, and without any admission of liability or wrongdoing, desires to enter into this Agreement;

**WHEREAS**, Settlement Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of the Recycler Plaintiffs and the Class, and that Settlement Class Counsel have consulted with and confirmed that all Recycler Plaintiffs support and agree to the terms of this Agreement; and

**WHEREAS**, it is agreed that this Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute,

regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Ford or any of the Released Parties, or of the truth or legal or factual validity or viability of any of the claims the Recycler Plaintiffs have or could have asserted, which claims and all liability therefore are expressly denied;

**NOW, THEREFORE**, without any admission or concession by the Recycler Plaintiffs or Settlement Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by Ford of any liability or wrongdoing or lack of merit in its defenses, in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Court, Plaintiffs, Settlement Class Counsel and Ford agree as follows:

**I. PROCEDURAL HISTORY**

A. On October 27, 2014, various individual Plaintiffs (the “Consumer Economic Loss Plaintiffs”) filed a class action complaint in *Dunn, et al. v. Takata Corp., et al.*, No. 1:14-cv-24009 (S.D. Fla.) (“Consumer Economic Loss Class Actions”), alleging, among other things, that certain automotive companies manufactured, distributed, or sold certain vehicles containing allegedly defective airbag inflators manufactured by Takata that allegedly could, upon deployment, rupture and expel debris into the occupant compartment and/or otherwise affect the airbag’s deployment, and that the Consumer Economic Loss Plaintiffs sustained economic losses as a result.

B. The Judicial Panel on Multidistrict Litigation subsequently consolidated the action for pretrial proceedings with additional class and individual actions alleging similar or identical claims in *In re Takata Airbag Products Liability Litigation*, No. 1:15-md-02599-FAM (S.D. Fla.) (MDL 2599), pending before the Honorable Judge Federico A. Moreno in the United States District Court for the Southern District of Florida.

C. On March 17, 2015, the Court entered an Order Appointing Plaintiffs’ Counsel and

Setting Schedule, which designated Peter Prieto of Podhurst Orseck, P.A. as Chair Lead Counsel, David Boies of Boies Schiller and Flexner, LLP, and Todd A. Smith of Power Rogers & Smith, PC, as Co-Lead Counsel in the Economic Loss track; Curtis Miner of Colson Hicks Eidson as Lead Counsel for the Personal Injury track; and Roland Tellis of Baron & Budd P.C., James Cecchi of Carella Byrne Cecchi Olstein P.C., and Elizabeth Cabraser of Lieff, Cabraser, Heimann & Bernstein, LLP as Plaintiffs' Steering Committee members.

D. The Consumer Economic Loss Plaintiffs filed their Second Amended Consolidated Class Action Complaint on June 15, 2015. In response, Defendants filed ten motions to dismiss. In ruling on these motions, the Court dismissed the claims brought by the Plaintiffs on standing grounds. However, in its April 22, 2016 Order Regarding Future Amended Complaint, the Court explained that Plaintiffs may amend dismissed counts, specifically referencing the Plaintiffs' claims.

E. On January 13, 2017, the Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it "knowingly devised and participated in a scheme to obtain money and enrich Takata by, among other things, inducing the victim OEMs to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were." On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud before U.S. District Judge George Caram Steeh, as part of a settlement with the U.S. Department of Justice. *See U.S. v. Takata Corp.*, No. 2:16-cr-20810-GCS-EAS, Dkt. No. 23 (E.D. Mich. Feb. 27, 2017).

E. On July 16, 2018, Ford and the Consumer Economic Loss Plaintiffs reached a settlement agreement. After a preliminary approval hearing on September 5, 2018, the Court approved the settlement, preliminarily certified the class, and approved of the proposed class notice. Following the Parties' consummation of the proposed notice program and settlement relief and a Fairness Hearing on December 11, 2018, the Court finally approved the settlement agreement between the Consumer Economic Loss Plaintiffs and Ford on December 20, 2018.

F. The Recycler Plaintiffs filed their Fourth Amended Consolidated Class Action Complaint against Ford on April 30, 2018 in *Sinclair v. Ford Motor Company*. Ford moved to dismiss on June 25, 2018, and adopted the arguments made in the other Automotive Defendants motions to dismiss in the related case, *Butler Auto Recycling, Inc. et al. v. Honda Motor Co., Ltd. et al.* (collectively, the "Motions to Dismiss"). The Court granted in part and denied in part the Motions to Dismiss on March 9, 2021. The Court dismissed the following claims against Ford: RICO claim for the nationwide class; Lanham Act for all Recycler Plaintiffs; Fraudulent Concealment and Fraudulent Misrepresentation claims for Tennessee and North Carolina; Violation of the Georgia Uniform Deceptive Trade Practices Act; and Violation of the Tennessee Consumer Protection Act. The claims remaining against Ford are: Violation of Florida's Deceptive and Unfair Trade Practices Act; Violation of the North Carolina Unfair and Deceptive Trade Practices Act; and Fraudulent Concealment and Fraudulent Misrepresentation claims under Georgia, Florida, Missouri, and Texas, law.

G. Ford answered the Fourth Amended Consolidated Class Action Complaint on April 9, 2021 as to all remaining allegations against Ford by the Recycler Plaintiffs.

H. On May 18, 2021, the Parties filed an Unopposed Motion for Entry of Scheduling Order. The Court issued an Order Entering Scheduling Order on July 23, 2021, and granted the

parties' Joint Motion to Extend Pretrial Deadlines and Modify the Scheduling Order for Recycler Claims on February 9, 2021. In the recycler actions, discovery is on-going, in addition to the discovery that has previously occurred. A trial date is not yet scheduled.

I. In the Consumer Economic Loss Class Actions, over one million documents were produced, more than 70 class representatives were deposed, and at least ten Takata and 18 Automotive Defendant representatives were deposed.

## **II. DEFINITIONS**

A. As used in this Agreement and the attached exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference), the following terms have the following meanings, unless this Agreement specifically provides otherwise:

1. "Action" or "Actions" means, individually and collectively, all class, mass and individual actions asserting economic loss claims filed by the Class, and/or any Class Members that are consolidated for pretrial proceedings in the United States District Court for the Southern District of Florida in *In re: Takata Airbag Products Liability Litigation*, Case No. 1:15-md-02599-FAM ("*Takata MDL*"), which are listed in Exhibit 1 hereto, or that may be consolidated into the *Takata MDL* prior to the entry of the Final Order.

2. "Agreement" or "Settlement Agreement" means this Settlement Agreement and the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments, which are the settlement (the "Settlement").

3. "Attorneys' Costs" means such funds as may be awarded by the Court to compensate any and all attorneys in this Action representing the Recycler Plaintiffs who have assisted in conferring the benefits upon the Class under this Settlement for their costs in connection with the Settlement, as described in Section VIII of this Agreement.

4. “Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.

5. “Claim Forms” shall be those documents, substantially in the form attached as Exhibits 12 and 13, that Class Members shall use to participate in the Enhanced Inflator Recovery Program.

6. “Claim Period” means the time period in which Class Members may submit Claims for review by RAS and payment from Ford. The Claim Period shall run for a total of two (2) years, measured from the date of implementation of the Enhanced Inflator Recovery Program.

7. “Claims Process” means the process for submitting, reviewing, and paying approved claims as described in this Agreement, and as further determined by the Settlement Claims Administrator.

8. “Class” or “Class Members” means, for settlement purposes only, all Automotive Salvage and/or Recyclers in the United States and the territories and possessions of the United States, that at anytime owned a Subject Vehicle. Excluded from this Class are: (a) Ford, their officers, directors and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and Ford’s Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the



Class. A list of potential Class Members will be subsequently provided by Settlement Class Counsel.

9. “Class Notice” means the notice program described in Section IV.

10. “Court” means the United States District Court for the Southern District of Florida.

11. “Direct Mailed Notice” means the Direct Mailed Notice substantially in the form as attached hereto as Exhibit 2.

12. “Effective Date” means the latest date on which the Final Order and/or Final Judgment approving this Agreement becomes final. For purposes of this Agreement:

(a) if no appeal has been taken from the Final Order and/or Final Judgment, “Effective Date” means the date on which the time to appeal therefrom has expired; or

(b) if any appeal has been taken from the Final Order and/or Final Judgment, “Effective Date” means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc and petitions for a writ of certiorari to the Supreme Court of the United States or any other form of review, have been finally disposed of in a manner that affirms the Final Order or Final Judgment; or

(c) if Settlement Class Counsel and Ford agree in writing, the “Effective Date” can occur on any other agreed date.

13. “Enhanced Inflation Recovery Program” means the program discussed in Section III.C. of this Agreement.

14. “Excluded Parties” includes (i) Takata Corporation, TK Holdings, Inc., and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions,

stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and agents; and (ii) other than Ford and, subject to Section VII.C, all other automotive manufacturers, including the automotive manufacturers and distributors referenced in the December 9, 2016 Third Amendment to the Coordinated Remedy Order, and each of their past, present and future parents, predecessors, successors, spin-offs, assigns, distributors, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and agents. For the avoidance of any doubt, Excluded Parties shall include all Defendants named in the Action except for Ford, subject to Section VII.C.

15. “Fairness Hearing” means the hearing at which the Court will determine whether to finally approve this Agreement as fair, reasonable, and adequate.

16. ”Ford” means Ford Motor Company.

17. “Ford Dealer” means a Ford, Lincoln, or Mercury dealer in the Untied States and all of its territories and possessions authorized by Ford to sell, lease, and service Ford, Lincoln, or Mercury vehicles.

18. “Ford Counsel” means Cole, Scott & Kissane, P.A., McGuireWoods LLP, and Craig M. Halseth of Ford.

19. “Final Judgment” means the Court’s final judgment, issued after the final approval hearing, as described in Section IX.B. of this Agreement, which is to be consistent with the form attached hereto as Exhibit 4.

20. “Final Order” means the Court’s order approving the Settlement and this Agreement, as described in Section IX.B. of this Agreement, which is to be consistent with the form attached hereto as Exhibit 5.

21. “Inflator” or “Inflators” mean Takata PSAN inflators, which are all airbag inflators for driver or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate (“PSAN”), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

22. “Long Form Notice” means the notice substantially in the form attached hereto as Exhibit 6.

23. “Notice Program” means the program and components to disseminate notice to the Class as further discussed in Section IV of this Agreement.

24. “Parties” means the Recycler Plaintiffs, through Settlement Class Counsel and Ford collectively, and “Party” means one of them.

25. “Preliminary Approval Order” means the order, which, if approved, will be entered by the Court preliminarily approving the Settlement as outlined in Section IX.A. of this Agreement, which order shall be substantially in the form attached hereto as Exhibit 7.

26. “Publication Notice” means the publication notice substantially in the form attached hereto as Exhibit 8.

27. “Rebuilders Automotive Supply, Inc.” or “RAS” means the entity that shall be part of the implementation of the Enhanced Inflator Recovery Program.

28. “Recycler Plaintiffs” means Butler Auto Recycling, Inc., , 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.; Quartno's Auto Salvage; and Young's Auto Center and Salvage, LP.

29. "Release" means the release and waiver set forth in Section VII of this Agreement and in the Final Order and Final Judgment.

30. "Released Parties" or "Released Party" means Ford and each of its past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, including AutoAlliance International, Inc. ("AAI"), partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including the Ford Dealers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and subdistributors, repairers, agents, attorneys, insurers, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name in this Agreement. Notwithstanding the foregoing, "Released Parties" does not include the Excluded Parties.

31. "Settlement Claims Administrator" means the Court-appointed third-party agent or administrator agreed to by the Parties and appointed by the Court to oversee and administer the Enhanced Inflation Recovery Program. The Parties agree that RAS shall serve as Settlement Claims Administrator, subject to approval by the Court.

32. "Settlement Class Counsel" means, collectively, Podhurst Orseck, P.A. (Court-appointed Chair Lead Counsel); Boies, Schiller & Flexner L.L.P. and Power, Rogers and Smith, P.C. (Court-appointed Co-Lead Counsel for the Economic Loss Track); and Baron & Budd P.C., Carella Byrne Cecchi Olstein P.C., and Lief Cabraser Heimann & Bernstein, LLP (Court-appointed Plaintiffs' Steering Committee) on behalf of the Plaintiffs in the *Takata* MDL.

33. “Settlement Notice Administrator” means the Court-appointed third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the Publication Notice and consult on Class Notice. The Parties agree that Kroll Notice Media shall serve as Settlement Notice Administrator, subject to approval by the Court.

34. “Subject Vehicles” means those Ford vehicles listed on Exhibit 9 that contain or contained Takata phase stabilized ammonium nitrate (“PSAN”) inflators in their driver or passenger front airbag that (i) have been recalled, or (ii) may be recalled or contain a desiccant and that may be subject to future recall as referenced in the National Highway Traffic Safety Administration’s (“NHTSA”) Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto, as indicated in Exhibit 10.

35. “Takata” means Takata Corporation, TK Holdings, Inc., Takata AG, and their affiliates and related entities involved in the design, testing, manufacture, sale and distribution of Takata PSAN inflators and inflator modules.

36. “Takata Airbag Inflator Recall(s)” or “Recall(s)” means all past, present, and future recalls as referenced in NHTSA’s Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto, related to Takata PSAN inflators, whether desiccated or non-desiccated, in the driver or passenger front airbag in the Subject Vehicles.

B. Other capitalized terms used in this Agreement but not defined in this Section II shall have the meanings ascribed to them elsewhere in this Agreement. Unless the context requires otherwise, references in this Agreement to the singular shall include the plural and references to the plural shall include the singular.

C. The terms “he or she” and “his or her” include “it” or “its” where applicable.

### **III. SETTLEMENT RELIEF**

A. In consideration for the dismissal of the Action against Ford with prejudice, as contemplated in this Agreement, and for the full and complete Release, Final Order and Final Judgment provided below, Ford agrees to provide the following:

B. Payments Made by Ford

1. Ford shall, not later than 21 calendar days after the Court issues the preliminary approval order, make a payment not to exceed \$32,000.00 sufficient to pay for all notice and related costs, as directed by the Settlement Notice Administrator. This payment shall take into account any other settling Automotive Defendants for common expenses and costs, as indicated below. If the Court does not grant final approval to the settlement, Ford shall be refunded any remaining portion of this initial payment. In any event, if the initial payment exceeds the total notice cost, Ford shall be refunded the difference.

2. It is expressly understood that should other Automotive Defendants enter into settlement agreements in the Action, the settlements shall be kept separate. However, any common expenses and costs including but not limited to, costs for Publication Notice and common settlement administration, will be shared by the settling Automotive Defendants on a *per capita* basis.

3. Ford shall separately pay, on an on-going basis, the costs related to the Enhanced Inflator Recovery Program.

C. Enhanced Inflator Recovery Program

1. Pursuant to the Enhanced Inflator Recovery Program and at Ford's direction, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy Inflators (or, if required or directed by RAS, the airbag modules containing Inflators) in or from Class Members' Subject Vehicles. This Enhanced Inflator Recovery Program applies only

to Inflators that, as of the date of this agreement, are eligible for Ford's existing inflator recovery program with RAS and does not apply to any other Inflators, such as non-recalled or desiccated Takata inflators. This Enhanced Inflator Recovery Program also does not apply to Inflators that were previously recovered and purchased by Ford under its existing inflator recovery program with RAS.

2. If the eligible Inflators in Class Members' Subject Vehicles have deployed or are missing, the Settlement Claims Administrator shall, to the extent reasonably practicable, locate and identify such Inflators and request the Class Member submit specified geotagged pictures and documentation, as per RAS's requirements, for verification of such deployed or missing Inflators for which the Class Members were not previously compensated by Ford under its existing inflator recovery program with RAS.

3. To the extent reasonably practicable, a website for the Enhanced Inflator Recovery Program shall be created ("Settlement Website") and overseen by the Settlement Claims Administrator which will (i) make available to Class Members information applicable to Subject Vehicles; (ii) allow Class Members to upload batches of VINs for batch processing and comparison to a list of VINs maintained by the Settlement Claims Administrator to determine which, if any, Inflators are subject to purchase under the Inflator Recovery Program; (iii) direct Class Members to submit claims under the Inflator Recovery Program for the purchase of eligible Inflators in Subject Vehicles or payment for deployed or missing eligible Inflators in Subject Vehicles; and (iv) allow Class Members to submit claims under the Inflator Recovery Program at/after the Effective Date.

4. For implementation of the Inflator Recovery Program for recovered eligible Inflators (for recovery of undeployed Inflators, the airbag modules containing Inflators), Ford,



through the Settlement Claims Administrator, shall pay to the eligible Class Member a total of \$69.00 for a passenger side airbag module containing an Inflator and \$63.25 for a driver side airbag module containing an Inflator, both of which are 15% more per recovered airbag module containing an Inflator than Ford currently (as of the Effective Date of this Agreement, unless implemented earlier) pays under its existing inflator recovery program with RAS.

5. For implementation of the Inflator Recovery Program for deployed or missing eligible Inflators, Ford, through the Settlement Claims Administrator, shall pay to the eligible Class Member a total of \$17.25 per Inflator, which is 15% more per deployed or missing Inflator than Ford currently (as of the date this of this Agreement, unless implemented earlier), pays for deployed or missing Inflators under its existing its existing inflator recovery program with RAS.

6. The Settlement Claims Administrator shall coordinate with, notify, and provide monthly updates to Ford regarding the results of the implementation of the Inflator Recovery Program. Ford's Counsel shall provide quarterly updates to Settlement Class Counsel of the results of the Inflator Recovery Program, but not more often than quarterly.

7. Ford shall enter into a written, legally enforceable agreement with RAS (the "RAS Inflator Recovery Program Agreement") that memorializes the terms of the Enhanced Inflator Recovery Program as described in Sections III.C.1-6 above. Ford shall have a continuing obligation until the termination of the Enhanced Inflator Recovery Program to periodically monitor RAS's compliance with the terms of the RAS Inflator Recovery Program Agreement. If Ford determines that RAS has breached the agreement, Ford shall take necessary and reasonable steps to enforce the terms of the RAS Inflator Recovery Program Agreement. Ford will provide

Settlement Class Counsel with a copy of the agreement within a week of its execution and Settlement Class Counsel shall keep this agreement confidential.

8. The Enhanced Inflator Recovery Program shall run for a total of two (2) years, measured from the date of implementation.

9. Ford, at its sole discretion, may implement the Enhanced Inflator Recovery Program prior to the occurrence of the Effective Date.

10. To the extent practicable for the provisions of this subsection, the duties of the Settlement Claims Administrator are to receive, review, and process the claims submitted to the Enhanced Inflator Recovery Program by Class Members (“Claims”) to determine whether Claims satisfy the criteria for payment from the Enhanced Inflator Recovery Program specified in this Agreement. For validated Claims, the Settlement Claims Administrator shall request funding from Ford for payment to the eligible Class Members for the validated Claims for the Subject Vehicles. For deficient Claims, the Settlement Claims Administrator shall provide a notice of deficiency to the Class Members describing the deficiency(ies) and providing the Class Member with forty-five (45) days, measured from the date of the notice of deficiency, to cure the defect to make the Claims eligible for payment. If the Claims are not cured within that time, the Claims shall be denied. The Settlement Claims Administrator shall have the authority to determine whether the Claims are complete, timely, and valid/deficient/invalid in accordance with this Agreement and its decision shall be final and not appealable. The Settlement Claims Administrator shall provide periodic reports to counsel for Ford and Settlement Class Counsel, but not more often than quarterly.

#### **IV. NOTICE TO THE CLASS**

##### **A. Components of Class Notice**

1. Class Notice will be accomplished through a combination of the Direct Mailed Notices, Publication Notice, notice through the Settlement website, a Long Form Notice, and other applicable notice, each of which is described below, as specified in the Preliminary Approval Order, the Declaration of the proposed Settlement Notice Administrator and the Notice Plan (attached hereto as Exhibit 11). This notice is intended to comply with all applicable laws, including but not limited to, Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule.

##### **B. Publication Notice**

The Settlement Notice Administrator shall cause the publication of the Publication Notice as described in the Declaration of the proposed Settlement Notice Administrator and in such additional newspapers, magazines and/or other media outlets as shall be agreed upon by the Parties. The form of Publication Notice agreed upon by the Parties is in the form substantially similar to the one attached to the Agreement as Exhibit 8.

##### **C. Website**

The Settlement Notice Administrator shall establish a Settlement website that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court. The Settlement website will contain a section with Frequently Asked Questions.

D. Direct Mailed Notice

The Settlement Notice Administrator shall send the Direct Mailed Notice, substantially in the form attached hereto as Exhibit 2, by U.S. Mail, proper postage prepaid, to Class Members, whose addresses shall be obtained through the use of reasonable efforts. The Direct Mailed Notice shall inform potential Class Members on how to obtain the Long Form Notice from the Settlement website, through regular mail or from a toll-free telephone number. In addition, the Settlement Notice Administrator shall: (a) re-mail any Direct Mailed Notices returned by the United States Postal Service with a forwarding address; (b) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses and promptly mail copies of the applicable notice to any better addresses so found. The Direct Mailed Notice shall also be available on the Settlement website.

E. Long Form Notice

The Long Form Notice shall be in a form substantially similar to the document attached to this Agreement as Exhibit 6, and shall advise Class Members of the following:

1. General Terms: The Long Form Notice shall contain a plain and concise description of the nature of the Actions, the history of the litigation, the preliminary certification of the Class for settlement purposes, and the proposed Settlement, including information on the identity of Class Members, how the proposed Settlement would provide relief to Class Members, what claims are released under the proposed Settlement and other relevant terms and conditions.
2. Opt-Out Rights: The Long Form Notice shall inform Class Members that they have the right to opt out of the Settlement.

3. Objection to Settlement: The Long Form Notice shall inform Class Members of their right to object to the proposed Settlement and appear at the Fairness Hearing. The Direct Mailed Notice shall provide the deadlines and procedures for exercising these rights.

4. Fees and Expenses: The Long Form Notice shall inform Class Members about the amounts that may be sought by Settlement Class Counsel as Attorneys' Fees and Expenses and individual awards to the Plaintiffs and shall explain such fees and expenses – as awarded by the Court.

F. Toll-Free Telephone Number

The Settlement Notice Administrator shall establish a toll-free telephone number that will provide settlement-related information to Class Members using an Interactive Voice Response system, with an option to speak with live operators.

G. Class Action Fairness Act Notice

The Settlement Notice Administrator shall send to each appropriate State and Federal official the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms.

H. Duties of the Settlement Notice Administrator

1. The Settlement Notice Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Direct Mailed Notices; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any Direct Mailed Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Agreement; (e) responding to requests for Direct Mailed Notice; (f) receiving and maintaining any Class Member correspondence regarding requests for exclusion and/or objections to the Settlement; (g) forwarding written inquiries to Settlement Class Counsel or their designee for a response, if

warranted; (h) establishing a post office box for the receipt of any correspondence; (i) responding to requests from Settlement Class Counsel and/or Ford's Counsel; (j) establishing a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Actions and the Settlement; and (k) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement.

2. The Settlement Notice Administrator shall be responsible for arranging for the publication of the Publication Notice, establishing internet banner notifications and for otherwise implementing the notice program. The Settlement Notice Administrator shall coordinate its activities to minimize costs in effectuating the terms of this Agreement.

3. The Parties, through their respective counsel, may agree to remove and replace the Settlement Notice Administrator, subject to Court approval. Disputes regarding the retention or dismissal of the Settlement Notice Administrator shall be referred to the Court for resolution.

4. The Settlement Notice Administrator may retain one or more persons to assist in the completion of its responsibilities.

5. Not later than 21 days before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court (a) a list of those Class Members that have opted out or excluded themselves from the Settlement; and (b) a declaration confirming that the Notice Program has been implemented pursuant to its terms, including the details outlining the scope, method and results of the Notice Program.

6. The Settlement Notice Administrator and the Parties, through their respective counsel, shall promptly, after receipt, provide copies of any requests for exclusion, objections, and/or related correspondence to each other.

I. Self-Identification

Persons or entities who or which believe that they are Class Members may contact Settlement Class Counsel or the Settlement Notice Administrator and provide necessary documentation establishing that they are, in fact, Class Members and indicating that they wish to be eligible for the relief provided in this Agreement.

J. Ford's Counsel shall provide to the Settlement Notice Administrator, within 20 days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending economic-loss litigation against Ford relating to Takata airbag inflator claims involving the Subject Vehicles and/or otherwise covered by the Release, other than those counsel in the Actions.

V. **REQUESTS FOR EXCLUSION**

A. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Settlement Notice Administrator at the address provided in the Long Form Notice, postmarked on or before a date ordered by the Court specifying that he or she wants to be excluded and otherwise complying with the terms stated in the Long Form Notice and Preliminary Approval Order. The Settlement Notice Administrator shall forward copies of any written requests for exclusion to Settlement Class Counsel and Ford Counsel. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VI.

B. Any potential Class Member who does not file a timely written request for exclusion as provided in this Section V shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Order and Final Judgment in the Actions, even if he or she has litigation pending or subsequently initiates litigation against Ford or



the Released Parties asserting the claims released in Section VII of the Agreement.

**VI. OBJECTIONS TO SETTLEMENT**

A. Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses, or the individual awards to the Plaintiffs, must deliver to Settlement Class Counsel identified in the Class Notice and to Ford's Counsel, and file with the Court, on or before a date ordered by the Court in the Preliminary Approval Order a written statement of his or her objections. The written objection of any Class Member must include: (a) a heading which refers to the *Takata* MDL; (b) the objector's full name, telephone number, and address (the objector's actual residential address must be included); (c) an explanation of the basis upon which the objector claims to be a Class Member, including at least one VIN of the objector's Subject Vehicle(s); (d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel; (e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (f) if represented by counsel, the full name, telephone number, and address of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (g) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that

were issued by the trial and appellate courts in each listed case; (h) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity; (i) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel; (j) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (k) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and (l) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient). Any documents supporting the objection must also be attached to the objection.

B. Any Class Member who files and serves a written objection, as described in the preceding Section VI.A, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses or awards to the individual Plaintiffs. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to one of Settlement Class Counsel identified in the Class Notice and to Ford's Counsel, and file the notice with the Court, on or before a date ordered by the Court.

C. Any Class Member who fails to comply with the provisions of Sections VI.A and VI.B above shall waive any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and the Final Judgment in the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of this Section VI. Without limiting the foregoing, any challenge to the Settlement, Final Approval Order or Final Judgment shall be pursuant to appeal under the Federal Rules of

Appellate Procedure and not through a collateral attack.

D. Any Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement is approved, as long as the objecting Class Member complies with all requirements of this Agreement applicable to Class Members.

## **VII. RELEASE AND WAIVER**

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.

B. In consideration for the relief provided above, the Recycler Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind and/or type regarding the subject matter of the Actions and/or the subject Inflatos, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert and/or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, and/or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products liability, negligence,

contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common law, statutory, and/or equitable relief theories, or from any other source, and any claim or potential claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles' airbags containing desiccated or non-desiccated driver's or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged or described in the Actions or any amendments of the Actions.

C. If a Class Member who does not timely and properly opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

D. Notwithstanding the Release set forth in this Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.

E. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of this

Agreement.

F. The Final Order and Final Judgment will reflect these terms.

G. The Recycler Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, instigate, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, claim and/or proceeding, whether legal, administrative or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.

H. In connection with this Agreement, the Recycler Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Settlement Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, acquit and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, and the Subject Vehicles, except as otherwise stated in this Agreement.

I. The Recycler Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release

and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Recycler Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

J. The Recycler Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. The Recycler Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that the Recycler Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting Claims to the Enhanced Inflation Recovery Program shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

K. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for

attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements of any kind and nature incurred by any attorneys, Settlement Class Counsel, or the Recycler Plaintiffs.

L. Settlement Class Counsel and any other attorneys who worked with or on behalf of Settlement Class Counsel on any of the Actions acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. Pending final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties agree that any and all outstanding obligations and deadlines relating to pleadings, discovery, and any other pretrial requirements are hereby stayed and suspended as to Ford. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Ford.

N. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

O. The Recycler Plaintiffs and Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

#### **VIII. ATTORNEYS' COSTS AND EXPENSES**



A. The Parties did not begin to negotiate Attorneys' Fees and Expenses, if any, until after agreeing to the principal terms set forth in this Settlement Agreement. After agreeing to the principal terms set forth in this Settlement Agreement, Settlement Class Counsel and Ford's Counsel negotiated the amount of expenses that, separate and apart from the consideration for this settlement, following application to the Court and subject to Court approval, would be paid by Ford as the costs and expense reimbursement to Settlement Class Counsel.

B. As a result of these negotiations, Settlement Class Counsel agrees not to seek any attorneys' fees relating to the resolution of the Actions.

C. Settlement Class Counsel further agrees to limit any petition for an award of attorneys' expenses in the Actions not to exceed \$26,867.25 in costs and expenses.

D. This award of costs and expenses shall be the sole compensation paid by Ford for all plaintiffs' counsel in the Actions. Any Attorneys' expenses award made by the Court shall be paid by Ford within 30 days of the Effective Date.

E. Any order or proceedings relating to the Attorneys' costs and expenses application, or any appeal from any order related thereto, or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date.

F. The Attorneys' expenses paid by Ford as provided for in this Agreement shall be allocated by Settlement Class Counsel among other plaintiffs' counsel in a manner that Settlement Class Counsel in good faith believe reflects the contributions of all plaintiffs' counsel to the prosecution and settlement of the claims against Ford in the Actions.

G. Ford shall not be liable for, or obligated to pay, any attorneys' fees, expenses, costs, or disbursements, either directly or indirectly, in connection with the Actions or the Agreement, other than as set forth in this Section VIII.

H. The amount(s) of any Attorneys' expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' expenses awarded by the Court to Settlement Class Counsel shall affect whether the Final Order and Final Judgment are final.

I. Pursuant to case law, Recycler Plaintiffs are not seeking any incentive awards relating to the resolution of the Actions.

**IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS**

A. The Parties shall seek from the Court, within 14 days after the execution of this Agreement, a Preliminary Approval Order in a form substantially similar to Exhibit 7. The Preliminary Approval Order shall, among other things:

1. Preliminarily certify the Class for settlement purposes only, approve the Recycler Plaintiffs as class representatives and appoint Settlement Class Counsel as counsel for the class, pursuant to Fed. R. Civ. P. 23;

2. Preliminarily approve the Settlement;

3. Preliminarily approve Kroll Notice Media as the Settlement Notice Administrator;

4. Preliminarily approve RAS as the Settlement Claims Administrator;

5. Approve the proposed Class Notices, the Notice Program, and direct the implementation of the Notice Program in accordance with the Agreement;
6. Schedule a date and time for a Fairness Hearing to determine whether the Settlement should be finally approved by the Court;
7. Require Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Agreement and Long Form Notice and that a failure to do so shall bind those Class Members who remain in the Class;
8. Require Class Members who wish to object to this Agreement to submit an appropriate and timely written objection as directed in this Agreement and Long Form Notice;
9. Require Class Members who wish to appear to at the Fairness Hearing to submit an appropriate and timely written statement as directed in the Agreement and Long Form Notice;
10. Require attorneys representing Class Members who wish to object to this Agreement to file a notice of appearance as directed in this Agreement and Long Form Notice;
11. Issue a preliminary injunction and stay all other Actions in the *Takata* MDL as to Ford pending final approval by the Court;
12. Issue a preliminary injunction enjoining potential Class Members, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, from instituting or prosecuting any action or proceeding that may be released pursuant to this Settlement, including those Class Members seeking to opt out, pending the Court's determination of whether the Settlement should be given final approval, except for proceedings in this Court to determine whether the Settlement will be given final approval; and

13. Issue other related orders to effectuate the preliminary approval of the Agreement.

B. After the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order and Final Judgment in the forms consistent with Exhibits 5 and 4, respectively. The Final Order and Final Judgment shall, among other things:

1. Find that the Court has personal jurisdiction over all Recycler Plaintiffs and Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Actions, and that venue is proper;

2. Finally approve the Agreement and Settlement, pursuant to Fed. R. Civ. P. 23;

3. Finally certify the Class for settlement purposes only;

4. Find that the notice and the notice dissemination methodology complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;

5. Dismiss all claims made by the Recycler Plaintiffs against Ford in the Actions with prejudice and without costs and fees (except as provided for herein as to costs and fees);

6. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Order and Final Judgment;

7. Issue a permanent injunction, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, against Class Members instituting or prosecuting any claims released pursuant to this Settlement;

8. Authorize the Parties to implement the terms of the Agreement;

9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Order and Final Judgment, and for any other necessary purpose; and

10. Issue related orders to effectuate the final approval of the Agreement and its implementation.

**X. MODIFICATION OR TERMINATION OF THIS AGREEMENT**

A. The terms and provisions of this Agreement may be amended or modified only by written agreement of the Parties, through their respective counsel, and approval of the Court; provided, however, that after entry of the Final Order and Final Judgment, the Parties, through their respective counsel, may by written agreement effect such amendments and/or modifications of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Class Members under this Agreement.

B. This Agreement shall terminate at the discretion of either Ford or the Recycler Plaintiffs, through Settlement Class Counsel, if: (1) the Court, or any appellate court, rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement that results in a substantial modification to a material term of the proposed Settlement, including, without limitation, the amount and terms of relief, the obligations of the Parties, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release; or (2) the Court, or any appellate court, does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Order and Final Judgment, or any of the Court's findings of fact or conclusions of law, that results in a substantial modification to a material term of the proposed Settlement. The terminating Party must exercise the option to withdraw from

and terminate this Agreement, as provided in this Section X, by a signed writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination. The Parties will be returned to their positions *status quo ante*.

1. Ford shall have the right, but not the obligation, to terminate this Agreement if the total number of timely and valid requests for exclusion exceeds 1% of putative Class Members.

C. If an option to withdraw from and terminate this Agreement arises under Section X.B above, neither Ford nor the Recycler Plaintiffs are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

D. If, but only if, this Agreement is terminated pursuant to Section X.B, above, then:

1. This Agreement shall be null and void and shall have no force or effect, and no Party to this Agreement shall be bound by any of its terms, except for the terms of Section X.D herein;

2. The Parties will petition the Court to have any stay orders entered pursuant to this Agreement lifted;

3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Ford, the Recycler Plaintiffs or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

4. The Recycler Plaintiffs and all other Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors,

expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in the Actions including, without limitation, any argument concerning class certification, and treble or other damages;

5. Ford and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, arguments in support of, and substantive and procedural rights as to all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability or damages;

6. Neither this Agreement, the fact of its having been made, nor the negotiations leading to it, nor any information or materials exchanged in connection with this Agreement, or discovery or action taken by any Party or its counsel pursuant to this Agreement shall be admissible or entered into evidence for any purpose whatsoever;

7. Any settlement-related order or judgment entered in this Action after the date of execution of this Agreement shall be deemed vacated and shall be without any force or effect;

8. All costs incurred in connection with the Settlement, including, but not limited to, notice, publication, and customer communications, shall be paid and all remaining funds shall revert back to Ford as soon as practicable. Neither the Recycler Plaintiffs nor Settlement Class Counsel shall be responsible for any of these costs or other settlement-related costs; and

9. Any Attorneys' Fees and Expenses previously paid to Settlement Class Counsel shall be returned to Ford within 14 calendar days of termination of the Agreement.

**XI. GENERAL MATTERS AND RESERVATIONS**



A. Ford has denied and continues to deny each and all of the claims and contentions alleged in the Actions, and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act or omission that was alleged, or that could have been alleged, in the Actions. Ford believes that it has valid and complete defenses to the claims against it in the Actions. Without in any way limiting the scope of this denial, Ford denies that it committed any wrongdoing with respect to the issues that are the subject of the Takata Airbag Inflator Recalls. Nonetheless, Ford has concluded that it is desirable that the Actions be fully and finally settled in the matter upon the terms and conditions set forth in this Agreement.

B. The obligation of the Parties to conclude the proposed Settlement is and shall be contingent upon each of the following:

1. Entry by the Court of a final order and final judgment identical to, or with the same material terms as, the Final Order and Final Judgment approving the Settlement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and
2. Any other conditions stated in this Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent Ford from disclosing such information, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys, or as otherwise required by law. Nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure should be made in order to effectuate the terms and conditions of this Agreement.

D. The Recycler Plaintiffs and Settlement Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither the Recycler Plaintiffs nor their counsel may disclose it to third parties (other than experts or consultants retained in connection with the Actions), nor may they disclose any quotes or excerpts from, or summaries of, such information, whether the source is identified or not; that it not be the subject of public comment; that it not be used by the Recycler Plaintiffs or Settlement Class Counsel or other counsel representing plaintiffs in the Actions in any way in this litigation or any other litigation or otherwise should the Settlement not be achieved, and that it is to be returned if a Settlement is not concluded; provided, however, that nothing contained herein shall prohibit the Recycler Plaintiffs from seeking such information through formal discovery if appropriate and not previously requested through formal discovery or from referring to the existence of such information in connection with the Settlement of the Actions.

E. Information provided by Ford includes trade secrets and highly confidential and proprietary business information and shall be deemed “Highly Confidential” pursuant to the Confidentiality Order entered in the MDL and any other confidentiality or protective orders that have been entered in the Actions or other agreements, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Ford’s request, be promptly returned to Ford’s Counsel, and there shall be no implied or express waiver of any privileges, rights and defenses.

F. Within 90 days after the Effective Date (unless the time is extended by agreement of the Parties), all “Confidential” and “Highly Confidential” documents and materials (and all copies of such documents in whatever form made or maintained, including documents referring to such documents) produced during the settlement process by Ford or Ford’s Counsel to Settlement

Class Counsel shall be returned to Ford's Counsel. Alternatively, Settlement Class Counsel shall certify to Ford's Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained including documents referring to such documents) produced by Ford or Ford's Counsel have been destroyed, provided, however, that this Section XI.F shall not apply to any documents made part of the record in connection with a Claim, nor to any documents made part of a Court filing, nor to Settlement Class Counsel's work product (as to which the confidentiality provisions above shall continue to apply). Nothing in this Agreement shall affect or alter the terms of the MDL Confidentiality Order or any other applicable confidentiality agreement, which shall govern the documents produced in the Actions.

G. Ford's execution of this Agreement shall not be construed to release – and Ford expressly does not intend to release – any claim Ford may have or make against any insurer or other party for any cost or expense incurred in connection with this Action and/or Settlement, including, without limitation, for attorneys' fees and costs.

H. Settlement Class Counsel represent that: (1) they are authorized by the Recycler Plaintiffs to enter into this Agreement with respect to the claims in these Actions; and (2) they are seeking to protect the interests of the Class.

I. Settlement Class Counsel further represent that the Recycler Plaintiffs: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Actions, including the Amended Complaint, or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Settlement Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either

read this Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Settlement Class Counsel and have agreed to its terms; (6) have consulted with Settlement Class Counsel about the Actions and this Agreement and the obligations imposed on representatives of the Class; (7) have a good faith belief that this Settlement and its terms are fair, adequate, reasonable and in the best interests of the Class; (8) have authorized Settlement Class Counsel to execute this Agreement on their behalf; and (9) shall remain and serve as representatives of the Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that the Recycler Plaintiffs cannot represent the Class.

J. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

K. Ford represents and warrants that the individuals executing this Agreement are authorized to enter into this Agreement on the behalf of Ford.

L. This Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Settlement Class Counsel and Ford's Counsel on behalf of Ford. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed or referenced in this Agreement exist among or between them, and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge.

This Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement. Each Party represents that he or she is not relying on any representation or matter not included in this Agreement.

M. This Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of Florida notwithstanding its conflict of laws provisions.

N. Any disagreement and/or action to enforce this Agreement shall be commenced and maintained only in the United States District Court for the Southern District of Florida that oversees the *Takata* MDL.

O. Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

1. If to Ford, then to:

R. Kent Warren  
McGuireWoods LLP  
201 North Tryon Street  
Suite 3000  
Charlotte, North Carolina 28202  
Tel: (704) 343-2365  
E-mail: Kwarren@mcguirewoods.com

2. If to the Recycler Plaintiffs, then to:

Peter Prieto  
Podhurst Orseck, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com

P. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this

Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section XI "Federal Holiday" includes New Year's Day, Birthday of Martin Luther King, Jr., Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot's Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States or the Clerk of the United States District Court for the Southern District of Florida.

Q. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

R. The Class, the Recycler Plaintiffs, Settlement Class Counsel, Ford, or Ford's Counsel shall not be deemed to be the drafter of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Agreement was drafted by counsel for the Parties during extensive arm's-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

S. The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of

Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, the Recycler Plaintiffs, or the Class or as a waiver by the Released Parties, the Recycler Plaintiffs or the Class of any applicable privileges, claims or defenses.

T. The Recycler Plaintiffs expressly affirm that the allegations as to Ford contained in the Second Amended Class Action Complaint were made in good faith but consider it desirable for the Actions to be settled and dismissed as to Ford because of the substantial benefits that the Settlement will provide to Class Members.

U. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Agreement.

V. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.

W. If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any

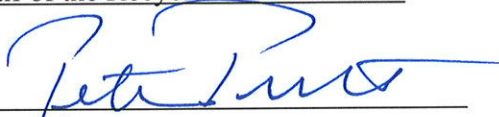
action to enforce any rights under this Agreement.

X. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the proposed Settlement.

Y. This Agreement may be signed with an email or other electronic means for a signature and in counterparts by each Party, each of which shall constitute a duplicate original, all of which taken together shall constitute one and the same instrument.

Z. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision if Ford, and Settlement Class Counsel, on behalf of the Recycler Plaintiffs and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

On Behalf of the Recycler Plaintiff Class:

BY:  Dated: 12/8/22

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Chair Lead Counsel

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
599 Lexington Avenue



action to enforce any rights under this Agreement.

X. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the proposed Settlement.

Y. This Agreement may be signed with an email or other electronic means for a signature and in counterparts by each Party, each of which shall constitute a duplicate original, all of which taken together shall constitute one and the same instrument.

Z. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision if Ford, and Settlement Class Counsel, on behalf of the Recycler Plaintiffs and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

On Behalf of the Recycler Plaintiff Class:

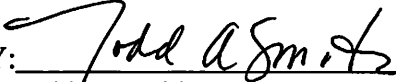
BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Chair Lead Counsel

BY:  \_\_\_\_\_ Dated: 12/13/2022

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
599 Lexington Avenue

New York, NY 10022  
Tel: (305) 539-8400  
Email: [dboies@bsfllp.com](mailto:dboies@bsfllp.com)  
Co-Lead Counsel for the Economic Loss Track

BY:  Dated: 12/8/2022

Todd A. Smith  
SMITH LACIEN LLP  
70 West Madison Street, Suite 5770  
Chicago, IL 60602  
Tel: (312) 509-8900  
Email: [tsmith@smithlancien.com](mailto:tsmith@smithlancien.com)  
Co-Lead Counsel for the Economic Loss Track


BY: CBM Dated: 12-8-2022  
Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY:  \_\_\_\_\_ Dated: 12/7/22 \_\_\_\_\_  
Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

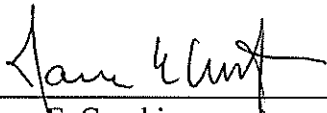
BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY:  \_\_\_\_\_ Dated: Dec. 8, 2022

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

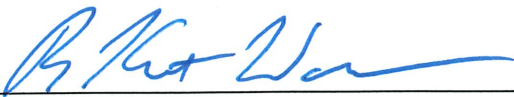
BY:  \_\_\_\_\_ Dated:  \_\_\_\_\_

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

On Behalf of Ford:

BY:  \_\_\_\_\_  
DocuSigned by:  
AF491FE945A24EB...  
Craig M. Halseth  
Counsel, Litigation  
Ford Motor Company  
1 American Road  
Dearborn, MI 48126

Dated: Dec-07-2022

BY:  \_\_\_\_\_  
R. Kent Warren  
McGuire Woods LLP  
201 North Tryon Street  
Suite 3000  
Charlotte, NC 28202  
Tel: (704) 343-2365  
Email: kwarren@mcguirewoods.com

Dated: 12/8/2022

**EXHIBIT 1**



**EXHIBIT 1 - List of Actions against Ford in MDL 2599**

<b>Case No.</b>	<b>Ford Plaintiff(s)</b>	<b>Filed In</b>
1:15-cv-20661	John Huebner	Western District of Pennsylvania
0:14-cv-62669	Brooks Weisblat Joseph Aliscio	Southern District of Florida
1:14-cv-24009	Carolyn Adkins Thomas Adkins Joseph Aliscio Alicia Benton Nancy Barnett Boyd Cantu, Jr. Charles Cochran Christina Cochran Matt Dean Patricia Dumire Joe Emanus Madilyn Fox Carolyn Gamble Gary Guadagno Randall Hall Brad Hays Walter Heintl Brandon Hines John Huebner John Huff Nicholas Kinney Ty Kline Matthew Long Juan Lugo Jennifer Manfrin Keith Marsden Frank Mason Richard McCormick Farrell Moskow Rudolph Otto, Jr. John Overmyer Kristin Petri Travis Poper Mary Anne Pownall Sue Radoff William Reedy Kevin Roberts Mark Schmidt Krystal Shelby	Southern District of Florida

Case No.	Ford Plaintiff(s)	Filed In
	Eugennie Sinclair-Lawrence Judy Vice Tekeisha Washington Brooks Weisblat Teresa Woodard Jean Zimmerman	
1:18-cv-00289	Ronald Molina	Eastern District of California
3:16-cv-128	Butler Auto Recycling, Inc.	Northern District of Florida
6:16-cv-13	Cunningham Brothers Auto Parts, LLC	Western District of Virginia
4:16-cv-147	Midway Auto Parts LLC	Western District of Missouri
3:18-cv-21	Road Tested Parts, Inc. d/b/a WeaverParts.com	Middle District of Georgia
5:15-cv-875	Snyder's Ltd.	Western District of Texas
3:16-cv-135	Triple D Corporation d/b/a Knox Auto Parts	Eastern District of Tennessee
1:15-cv-20520	Automotive Dismantlers and Recyclers Association, Inc. d/b/a Automotive Recyclers Association	Southern District of Florida



## **EXHIBIT 2**

**Direct Mail Notice to Class Members**

**Front:**

Settlement Notice Administrator in  
In re Takata Airbag Products Liability  
Litigation (Automobile Salvage/Recyclers  
Actions), (S.D. Fla.)[Address]  
[City, State ZIP Code]

[Name]  
[Address]  
[City, State ZIP Code]

**Important Legal Notice from the United States District Court for the Southern District of Florida.** This is a notice of a proposed class action settlement.

**Back:**

**All persons and entities that purchased a Subject Vehicle containing a Takata Inflator, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts may be entitled to a payment from a class action settlement.**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

A Settlement has been reached in a class action lawsuit alleging that Toyota[, include other OEMs that join in the settlement (global edit)] manufactured and sold vehicles that contained allegedly defective airbags made by Takata Corporation and its affiliates (“Takata”). Toyota denies the allegations in the lawsuit, and the Court has not decided who is right. **The purpose of this notice is to inform you of the class action and the proposed settlement so that you may decide what to do.**

**Who’s Included? Records indicate that you may be a Class Member.** The Settlement offers potential payments to Automotive Salvage and/or Recyclers in the United States that purchased a Subject Vehicle containing a Takata Inflator. A complete list of Subject Vehicles included in the Settlement is posted on the [www.\[WEBSITE\].com](http://www.[WEBSITE].com) Settlement Website. This Settlement does not involve claims of personal injury or property damage arising from an incident involving a Subject Vehicle.

**What Are the Settlement Terms?** The Settlement offers an Enhanced Inflator Recovery Program, which shall run for two years. Under the programs, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy Inflators in Subject Vehicles that have been recalled as of [DATE]. Those Defendants that had existing programs regarding recovered and/or deployed or missing inflators will pay to the eligible Class Member 15% more per recovered and/or deployed or missing Inflator than they pay under their existing program(s). Those Defendants that did not have existing programs regarding recovered and/or deployed or missing inflators are implementing such programs. These additional payments do not apply to Inflators for which Toyota [and other OEMs] has already made a payment or to any payments made after the two-year Enhanced Inflator Recovery Program. More information about the benefits of the Settlements is available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**How can I participate in the Enhanced Inflater Recovery Program?** You may submit a Claim to participate in the Enhanced Inflater Recovery Program. Instructions to submit a claim can be found in the Claim Form at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**What are my options?** You are not required to do anything in response to this notice unless you wish to exclude yourself from the settlements or file an objection. If you do not exclude yourself, then if the court approves the settlements, you may recover any benefits to which you may be entitled under the settlements, and you will be legally bound by the settlement terms including the release of claims. The potential available benefits are more fully described in the Settlements, available at the settlement website. If you want to exclude yourself from the settlements, and not receive any benefits to which you may be eligible, then you exclude yourself by **Month DD, 2022**. You may object to the Settlements by **Month DD, 2022**. You cannot both exclude yourself from and object to the Settlements. The deadlines and procedures for requesting exclusion from the settlement or filing an objection are also explained on the settlement website.

**Fairness Hearing.** The Court will hold a fairness hearing on **Month DD, 2022** to consider whether to grant final approval of the Settlements and a request for \$214,937.78 in attorneys' costs and expenses for the settlements with Toyota[include other OEMs]. Plaintiffs' counsel are not seeking any attorneys' fees or for class representative awards associated with the settlement of this action. You may appear at the fairness hearing, either by yourself or through an attorney you hired, but you don't have to hire an attorney because class counsel will be there to represent your and settlement class's interests. For more information, including the Settlement benefits, eligibility, release of claims, and applicable deadlines and procedures to request exclusion, object, or file a claim, in English or Spanish, call or visit the website below.

1-8XX-XXX-XXXX

[www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com)

# **EXHIBIT 3**

**UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**  
1200 New Jersey Avenue SE  
Washington D.C. 20590

---

**In re:** )  
 )  
Docket No. NHTSA-2015-0055 )  
Coordinated Remedy Program Proceeding )  
 )  
 )  

---

**THIRD AMENDMENT TO THE COORDINATED REMEDY ORDER**

This Amendment to the Coordinated Remedy Order (“Amendment”) is issued by the Administrator of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation. Pursuant to NHTSA’s authority under the National Traffic and Motor Vehicle Safety Act of 1966, as amended and recodified (the “Safety Act”), 49 U.S.C. § 30101, *et seq.*, and specifically, 49 U.S.C. §§ 30118-30120, 30120(a)(1), 30120(c)(2)-(3), 30166(b), 30166(c), 30166(e), 30166(g)(1), and 49 CFR §§ 573.6, 573.14, this Amendment modifies the Coordinated Remedy Order issued on November 3, 2015 (“CRO”) to add newly affected vehicle manufacturers<sup>1</sup> (the “Expansion Vehicle Manufacturers”) to the Coordinated Remedy Program and to set forth additional requirements and obligations of the affected vehicle manufacturers (the “Affected Vehicle Manufacturers”)<sup>2</sup> and TK Holdings,

---

<sup>1</sup> Including Ferrari North America, Inc. (“Ferrari”), Jaguar Land Rover North America, LLC (“Jaguar-Land Rover”), McLaren Automotive, Ltd. (“McLaren”), Mercedes-Benz US, LCC (“Mercedes-Benz”), Tesla Motors, Inc. (“Tesla”), Volkswagen Group of America, Inc. (“Volkswagen”), and, per Memorandum of Understanding dated September 16, 2016, Karma Automotive on behalf of certain Fisker vehicles (“Karma”).

<sup>2</sup> Including, in addition to the Expansion Vehicle Manufacturers, the previously included companies, or “Original Affected Manufacturers”: BMW of North America, LLC (“BMW”), FCA US, LLC (“FCA”) (formerly Chrysler), Daimler Trucks North America, LLC (“Daimler Trucks”), Daimler Vans USA, LLC (“Daimler Vans”), Ford Motor Company (“Ford”), General Motors, LLC (“GM”), American Honda Motor Company (“Honda”), Mazda North American Operations (“Mazda”), Mitsubishi Motors North America, Inc. (“Mitsubishi”), Nissan North



Inc., (“Takata”) in connection with the recall and remedy of certain types of Takata air bag inflators. The CRO, including all facts, findings, terms, and prior amendments<sup>3</sup>, is hereby incorporated by reference as if fully set forth herein.

## **I. NATURE OF THE MATTER AND FINDINGS.**

1. On November 3, 2015, upon the conclusion of the Coordinated Remedy Program Proceeding and closing of public Docket Number NHTSA-2015-0055 (addressing the recalls of certain Takata air bag inflators), NHTSA issued a Consent Order to Takata on November 3, 2015 (“November 2015 Consent Order”) and the CRO. *See Coordinated Remedy Order with Annex A*, 80 FED. REG. 70866 (Nov. 16, 2015).

2. Since that time, NHTSA has continued its investigation into the Takata air bag inflator ruptures (EA15-001) and has been implementing and overseeing the Coordinated Remedy Program. As part of the ongoing investigation NHTSA has, among other things, received briefings from three independent research organizations,<sup>4</sup> each of which had undertaken scientific evaluations of Takata’s frontal air bag inflators containing non-desiccated phase-stabilized ammonium nitrate (“PSAN”). *See Amendment to November 3, 2015 Consent Order, EA15-001 Air Bag Inflator Rupture (May 4, 2016) (“Amended Consent Order”)*. NHTSA staff evaluated the research and also consulted with the Agency’s independent expert on the various researchers’ findings. *See id.* (including Expert Report of Harold R. Blomquist, Ph.D. as Exhibit A). Based upon the scientific analyses and data obtained from the researchers

---

America, Inc. (“Nissan”), Subaru of America, Inc. (“Subaru”), and Toyota Motor Engineering and Manufacturing (“Toyota”).

<sup>3</sup> Amendments were issued granting extensions of time to BMW on March 15, 2016, and to GM, Daimler Vans, and Ford on September 29, 2016. These amendments are publicly available at: <http://www.safercar.gov/rs/takata/takata-docs.html>.

<sup>4</sup> Exponent, Inc., Fraunhofer ICT, and Orbital ATK.

and additional data from Takata, on May 4, 2016, NHTSA issued, with Takata's agreement, the Amended Consent Order, which, among other things, established a phased schedule for the future recall of all Takata frontal inflators containing non-desiccated PSAN by December 31, 2019.

3. The number of Takata air bag inflators currently recalled, or scheduled for recall, has increased since November 3, 2015, from approximately 23 million to approximately 61 million<sup>5</sup> and the number of affected vehicle manufacturers has grown from 12 to 19. The size of these recalls, ages of vehicles affected, nature of the defect, and associated communications and outreach challenges, as well as remedy part and alternative part supply challenges, lends unprecedented complexity to the recall and remedy process. Given the potential severity of the harm to vehicle occupants when an inflator rupture occurs and the wide-spread exposure across a large vehicle population, the ongoing risk of harm presented by the defective Takata air bag inflators is extraordinary. Accordingly, for the reasons that follow, and upon consideration of the entire record in this proceeding (including NHTSA's ongoing investigation in EA15-001, oversight of the Takata non-desiccated PSAN inflator recalls issued in May and June 2015 by the Original Affected Manufacturers (the "Inflator Recalls") to date, and the Amended Consent Order) NHTSA now issues this Third Amendment to the Coordinated Remedy Order.

#### **Additional Factual Background**

4. Following the issuance of the November 2015 Consent Order and the CRO, NHTSA continued its investigation into the rupturing Takata air bag inflators and began to implement the Coordinated Remedy Program.

5. In late 2015, Takata shared new inflator ballistic testing data with the Agency.

---

<sup>5</sup> This number of inflators does not include like-for-like remedies.

That data included ruptures during testing of four (4) non-desiccated PSPI inflators and two (2) non-desiccated PSPI-L inflators (both of which are passenger side air bag inflators). Based on the new ballistic testing data, in December 2015, Takata amended DIRs 15E-042 (for the PSPI-L) and 15E-043 (for the PSPI) to include inflators through model year 2008, and the impacted vehicle manufacturers<sup>6</sup> expanded their existing recalls to all vehicles with those inflator types through model year 2008.

6. Meanwhile, in the fall of 2015, Takata began ballistic testing and analysis of certain non-desiccated PSDI-5 driver air bag inflators returned from the field. In January 2016, Takata notified the Agency that of 961 returned non-desiccated PSDI-5 inflators subjected to testing, three (3) had ruptured during testing and an additional five (5) had shown elevated internal pressure levels during testing deployment, but did not rupture during testing.

7. In January 2016, the Agency learned that on December 22, 2015, the driver of a 2006 Ford Ranger was killed in a crash in Lancaster County, South Carolina, when the non-desiccated SDI inflator in his air bag ruptured during deployment. While this vehicle was under recall for the passenger side air bag inflator, the driver side air bag inflator had not been recalled because no ruptures had occurred during previous ballistic testing. That ballistic testing was conducted as part of a proactive surveillance testing program that included 1,900 tests conducted on parts taken out of vehicles located in the high absolute humidity (“HAH”) region.

8. In light of the new ballistic test data showing ruptures in non-desiccated PSDI-5 inflators (see Paragraph 6)<sup>7</sup>, the December 22, 2015, fatality involving a non-desiccated SDI inflator (see Paragraph 7), and paragraph 29 of the November 2015 Consent Order, on January

---

<sup>6</sup> Honda, Mazda, and Subaru.

<sup>7</sup> By the time Takata filed the DIR with the Agency on January 25, 2016, Takata reported four (4) ruptures and six (6) abnormally high internal pressurizations during ballistic testing on 1995 inflators returned from the field.

25, 2016, Takata filed two DIRs, initiating the recall of non-desiccated PSDI-5 inflators (16E-005) from start of production through model year 2014, and initiating the recall of non-desiccated SDI inflators (16E-006) from the start of production through model year 2014. Thereafter, vehicle manufacturers impacted by these expansions subsequently filed corresponding DIRs, including Volkswagen and Mercedes-Benz, neither of which had previously been part of the Coordinated Remedy Program.

9. In February and March 2016, the Agency received briefings from Exponent, Inc., Fraunhofer ITC, and Orbital ATK, regarding their research into the root cause(s) of the inflator ruptures, including the conclusions each had drawn as of that time. The findings of all three research organizations were consistent with previous theories that most of the inflator ruptures are associated with a long-term phenomenon of PSAN propellant degradation caused by years of exposure to temperature fluctuations and intrusion of moisture from the ambient atmosphere into the inflator. *See* Amended Consent Order at ¶ 2. The temperature fluctuations and moisture intrusions are more severe in warmer climates with high absolute humidity. *Id.* Based upon the Agency’s review of the work done by the research organizations, it concluded that the likely root cause of the rupturing of most<sup>8</sup> non-desiccated frontal Takata air bag inflators is a function of time, temperature cycling, and environmental moisture. *Id.* at ¶ 5. Other factors may influence the relative risk<sup>9</sup> of inflator rupture, but the overarching root cause of the ruptures consists of the three identified factors.

10. Based on the Agency’s root cause determination regarding the non-desiccated

---

<sup>8</sup> The findings are qualified as applicable to “most” non-desiccated PSAN frontal inflators made by Takata because some of the earliest rupture-related recalls additionally involved certain manufacturing defects that caused the inflators to rupture before the combined effects of time, temperature cycling, and humidity could have caused the degradation that leads to rupture.

<sup>9</sup> Factors that may affect relative risk of inflator rupture and risk to vehicle occupants include, but are not limited to, vehicle size, position of the inflator in the vehicle (passenger, driver, or both), and manufacturing location.

PSAN frontal inflators, on May 4, 2016, NHTSA issued, and Takata agreed to, the Amended Consent Order. The Amended Consent Order sets forth a phased schedule of five DIR filings by Takata between May 15, 2016 and December 31, 2019, that ultimately will recall all Takata frontal non-desiccated PSAN air bag inflators, including all “like-for-like” inflators used as remedy parts during the recalls.<sup>10</sup> Vehicle manufacturers not previously affected by the Takata air bag inflator recalls are included under this DIR schedule, including: Ferrari, Jaguar-Land Rover, McLaren, Tesla, and, by agreement with the Agency, Karma (as to certain Fisker vehicles).

11. Since issuing the CRO, the Agency has continued to monitor the availability of remedy parts supply through communications with Takata, other major inflator suppliers (the “Suppliers”),<sup>11</sup> and Affected Vehicle Manufacturers. At least one vehicle manufacturer has taken significant steps to ensure an adequate supply chain of replacement inflators going forward, including working with alternative suppliers to establish additional supply lines. However, some vehicle manufacturers struggled to find alternative suppliers with sufficient production capacity in a timely fashion, or to identify acceptable final remedy inflators (whether produced by Takata or another supplier). Further, some vehicle manufacturers that became involved in the Takata air bag inflator recalls relatively recently must find remedy parts production capacity in an already crowded marketplace. Additionally, developing and validating new remedy parts can add several months, or more, to the process. However, not all Suppliers are at maximum capacity for future production orders. Suppliers have some limited

---

<sup>10</sup> Like-for-like replacements are remedy parts that are the same as the part being removed, except that they are new production. These parts are an adequate interim remedy because the risk of inflator rupture develops over time. Thus, like-for-like remedy parts are safe at the time of installation and much safer than the older parts they replace, because the inflators present a lower risk of rupture since insufficient time has passed for the propellant degradation process to have occurred. Like-for-like parts are sometimes also referred to as an “interim remedy”.

<sup>11</sup> Hereinafter, “Suppliers” shall collectively refer to Autoliv Americas, Daicel Safety Systems America, LLC, and ZF-TRW.

additional production capacity. Further, the Suppliers and Affected Vehicle Manufacturers have the ability, with time and capital investments, to develop additional supply capacity to address the significant parts demand not only for U.S. supply, but for the larger global supply that may well be required.

12. Significant efforts by the Affected Vehicle Manufacturers and Suppliers to ensure an adequate remedy parts supply will be required for the foreseeable future as these recalls continue to expand with the future scheduled DIRs for Takata frontal air bag inflators containing non-desiccated PSAN (hereafter, the combined current and future recalls of Takata non-desiccated PSAN air bag inflators are referred to as the “Expanded Inflator Recalls”), and the potential expansion by December 31, 2019, to Takata frontal inflators containing desiccated PSAN<sup>12</sup>.

13. In addition to the ongoing investigation and recall expansions, the Agency is implementing the Coordinated Remedy Program. This included the selection in December 2015 of an Independent Monitor (hereafter, the Independent Monitor and/or his team are referred to as the “Monitor”) responsible for, among other things, data collection from the Affected Vehicle Manufacturers, Takata, and Suppliers, which allows for enhanced analysis on remedy parts supply, recall completion rates, and efforts being made by each affected manufacturer to successfully carry out its recall and remedy program. In addition to frequent direct communications with Takata and each of the Affected Vehicle Manufacturers, the Agency has extensive communications with the Monitor regarding new information, insights, and proposals for addressing challenges identified through the data analysis.

---

<sup>12</sup> Paragraph 30 of the November 2015 Consent Order provides that the NHTSA Administrator may issue final orders for the recall of Takata’s desiccated PSAN inflators 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.

14. In consultation with NHTSA, the Monitor has engaged in extensive discussions with the Affected Vehicle Manufacturers and Takata, and also with the Suppliers. Among other things, the Monitor has conducted data analysis to identify high-risk communities needing improved repair rates; spearheaded targeted outreach into high-risk communities with data analysis of the effectiveness of those efforts; overseen marketing research, developed deep knowledge of affected vehicle manufacturers supply chains and dealer network business practices; and provided recommendations to the vehicle manufacturers subject to the CRO to improve processes, procedures, communications, and outreach to improve recall completion rates at each.

15. Numerous challenges have been identified by the Agency, or brought to the Agency's attention by the Monitor, regarding the recalls underway and varying levels of compliance with the CRO. One significant issue that has arisen is clear communication with the public on what is happening. Consumers are confused. Consumers should be readily able to determine what vehicles are affected (and when), what to do if a remedy part is not available, and whether they will need to get their vehicle repaired more than once. The challenge of providing the public with clear and accurate information (for NHTSA and the Affected Vehicle Manufacturers) is compounded when each vehicle manufacturer crafts a different message, often resulting in consumer confusion.

16. Another overarching challenge has been the term "sufficient supply" to launch a remedy campaign as set forth in paragraph 39 of the CRO. Some vehicle manufacturers have expressed uncertainty to NHTSA about what volume of supply is "sufficient" to launch a remedy campaign. Some vehicle manufacturers have also struggled to comply with the "sufficient supply" schedule set forth in paragraph 39 of the CRO, and some have provided

inadequate and late communication to NHTSA regarding their inability to fully meet the “sufficient supply” schedule. Finally, some vehicle manufacturers have communicated to the Agency and the Monitor that they had adequate supply to launch, yet did not reflect that status in the data sent to the Vehicle Identification Number (“VIN”) Lookup Tool available through NHTSA’s website, [safercar.gov](http://safercar.gov). If a manufacturer has sufficient parts to repair vehicles, it is inappropriate for the manufacturer to keep that information hidden from the anxiously awaiting public in need of those remedy parts.

17. In addition, several vehicle manufacturers submitted inadequate recall engagement processes or plans, required under paragraph 41 of the CRO, and have failed to take actions sufficient to effectuate full and timely remedy completion (i.e., limiting efforts to: sending recall notices by mail, using phone calls and text messaging, providing customer data to dealers, evaluating technician training requirements, having some information available on their website, and updating the VIN lookup information available through [safercar.gov](http://safercar.gov), and completing biweekly recall completion updates to the Agency but with inconsistent accuracy of data). Such inadequate efforts were often accompanied by an unwillingness or inability to implement recommendations of the Monitor as to how to improve outreach efforts and remedy completion rates.

18. Other issues that have arisen in the Coordinated Remedy Program include: reluctance by some vehicle manufacturers to provide timely customer notification of a recall, or of remedy part availability; inadequate effort by some vehicle manufacturers to motivate customers to get repairs done, i.e., to actually carry out and complete the remedy campaign; reluctance by some vehicle manufacturers to stop using Takata PSAN-based inflators without conducting adequate research to prove their safety, despite the potential for additional recalls of



these very parts; some vehicle manufacturers' consumer communications indicating that the remedy is not important, or the recall is not serious; resistance by some vehicle manufacturers engaging in surveillance programs for Takata inflators that contain desiccated PSAN; and reluctance by certain vehicle manufacturers to cooperate with the Monitor, including reluctance to provide information requested by the Monitor in carrying out Monitor duties.

19. In addition to the above challenges to NHTSA's oversight of vehicle manufacturers under the existing Coordinated Remedy Program and the CRO, a change to the structure of the recall zones will present challenges going forward. In the original CRO issued in November 2015, vehicles were categorized into the HAH and non-HAH categories based upon the best available information at that time, which indicated that vehicles in the HAH region posed the greatest risk of rupture and thus the greatest risk of injury or death. Further testing and analysis done by Exponent, Inc. has now provided the Agency with a better understanding of the PSAN degradation process. The current, best available information shows that the HAH region should also include the states of South Carolina and California<sup>13</sup>, and that the non-HAH region can be broken into two separate risk zones with the northern zone presenting the lowest risk of rupture in the near-term. The most recent recall expansions (filed in May and June 2016) categorized vehicles into these three zones—the HAH and two non-HAH zones<sup>14</sup>—rather than the two HAH and non-HAH zones previously used. However, the previous recalls remain divided into the two-zone system.

20. As of December 1, 2016, there have been 220 confirmed Takata inflator rupture incidents in the United States. Many of these incidents resulted in serious injury to vehicle

---

<sup>13</sup> The previously defined HAH region includes the following states and territories: Alabama, Florida, Georgia, Hawaii, Louisiana, Mississippi, Texas, Puerto Rico, American Samoa, Guam, the Northern Mariana Islands (Saipan), and the U.S. Virgin Islands. *See* Coordinated Remedy Order at ¶ 38 n.8 (Nov. 3, 2015).

<sup>14</sup> The three zones—A, B, and C—are defined in paragraph 7 of the Amended Consent Order.

occupants. In 11 of the incidents, the vehicle's driver died as a result of injuries sustained from the rupture of the air bag inflator. In other incidents, vehicle occupants suffered injuries including cuts or lacerations to the face or neck, broken or fractured facial bones, loss of eyesight, and broken teeth. The risk of these tragic consequences is greatest for individuals sitting in the driver seat.

### **Findings**

Based upon the Agency's analysis and judgment, and upon consideration of the entire record, NHTSA finds that:

21. There continues to be a risk of serious injury or death if the remedy programs of the Affected Vehicle Manufacturers are not accelerated.

22. Acceleration of each Affected Vehicle Manufacturers' remedy program can be reasonably achieved by expanding the sources of replacement parts.

23. Each Affected Vehicle Manufacturers' remedy program will not likely be completed within a reasonable time without acceleration.

24. Each air bag inflator with the capacity to rupture (e.g., the recalled Takata non-desiccated PSAN inflators) presents an unreasonable risk of serious injury or death. As of December 1, 2016, 11 individuals have already been killed in the United States alone, with reports of at least 184 injured. Since the propensity for rupture is a function of time, humidity, and temperature cycling, the risk for injurious or lethal rupture in affected vehicles increases each day. While each of the Affected Vehicle Manufacturers has made effort towards the remedy of these defective air bag inflators, acceleration and coordination of the inflator remedy programs is necessary to reduce the risk to public safety. Acceleration and coordination

(including the Expansion Vehicle Manufacturers) will enhance the ability of all of the Affected Vehicle Manufacturers to carry out remedy programs using established priorities based on relative risk; coordinate on safety-focused efforts to successfully complete their respective remedy programs; and allow for the organization and prioritization of remedy parts, if needed, with NHTSA's oversight.

25. Continued acceleration of the inflator remedy programs can be reasonably achieved by, among other things, expanding the sources of replacement parts. This acceleration can be accomplished in part by a vehicle manufacturer contracting with any appropriate alternative part supplier for remedy parts. Takata cannot manufacture sufficient remedy parts in a reasonable time for the estimated 61 million inflators that presently require remedy in the U.S. market alone under the recalls of Takata's frontal non-desiccated PSAN inflators.

26. In light of all the circumstances, including the safety risks discussed above, the Affected Vehicle Manufacturers' recall remedy programs are not likely capable of completion within a reasonable amount of time without acceleration of each remedy program. It is critical to the timely completion of each remedy program that the Affected Vehicle Manufacturers obtain remedy inflators from sources other than Takata. There is no single supplier capable of producing the volume of replacement inflators required, in a reasonable timeframe, to supply all of the remedy parts.

27. Based on the challenges identified thus far in implementing and carrying out the Coordinated Remedy Program, the Agency finds that clarification of terms of the CRO and additional CRO requirements are necessary to effectively monitor the Affected Vehicle Manufacturers' recall and remedy programs.

28. Further, based upon the recall completion information available to the Agency and the severity of the harm from inflator ruptures, notifications to vehicle owners sent by the Affected Vehicle Manufacturers do not result in an adequate number of vehicles being returned for the inflator remedy within an acceptable timeframe.

29. The issuance of this Third Amendment to the Coordinated Remedy Order is a necessary and appropriate exercise of NHTSA's authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), to inspect and investigate, 49 U.S.C. § 30166(b)(1); to ensure that defective vehicles and equipment are recalled and remedied and that owners are notified of a defect and how to have the defect remedied, 49 U.S.C. §§ 30118-30120; to ensure the adequacy of the remedy, including through acceleration of the remedy program, 49 U.S.C. § 30120(c); to require vehicle manufacturers and equipment manufacturers to keep records and make reports, 49 U.S.C. § 30166(e); to require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g); and to seek civil penalties, 49 U.S.C. § 30165.

30. This Third Amendment to the Coordinated Remedy Order, developed based on all evidence, data, analysis, and other information received in the Coordinated Remedy Program Proceeding, NHTSA investigation EA15-001, the Amended Consent Order, and information learned in implementing and overseeing the Coordinated Remedy Program, will reduce the risk of serious injury or death to the motoring public and enable the affected vehicle manufacturers and Takata to implement, and complete, the necessary remedy programs on an accelerated basis.

Accordingly, it is hereby ORDERED by NHTSA as follows:

**II. ADDITIONAL TERMS TO THE COORDINATED REMEDY ORDER.**

31. In addition to the Original Affected Manufacturers covered under the Coordinated Remedy Order issued November 3, 2015, the following vehicle manufacturers are hereby added to the Coordinated Remedy Program and, henceforth, are subject to the terms of the Coordinated Remedy Order and this Amendment: Ferrari North America, Inc., Jaguar Land Rover North America, LLC, McLaren Automotive, Ltd., Mercedes-Benz US, LCC, Tesla Motors, Inc., Volkswagen Group of America, Inc., and, based on a Memorandum of Understanding with the Agency, Karma Automotive<sup>15</sup>.

32. Pursuant to 49 U.S.C. § 30118, within 5 business days of Takata filing a DIR as set forth in the Amended Consent Order, each Affected Vehicle Manufacturer shall file with the Agency a corresponding DIR for the affected vehicles in that vehicle manufacturers' fleet. Takata DIRs are scheduled to be filed with the Agency on December 31 of the years 2016, 2017, 2018, and 2019. Where a DIR is scheduled to be filed on a weekend or federal holiday, that DIR shall instead be filed on the next business day that the federal government is open.

**Amended Priority Groups and Recall Completion Deadlines  
for the Coordinated Remedy Program**

33. The Agency has communicated with the Affected Vehicle Manufacturers regarding vehicle prioritization plans based on a risk-assessment that takes into account the primary factors related to Takata inflator rupture, as currently known and understood, and other

---

<sup>15</sup> As to certain Fisker vehicles per the Memorandum of Understanding dated September 16, 2016.

relative risk factors specific to that vehicle manufacturer's products. The primary factors utilized in prioritizations remain the same as in the CRO and are: (1) age of the inflator (with older presenting a greater risk of rupture); (2) geographic location of the inflator (with prolonged exposure to HAH presenting a greater risk of rupture); and (3) location of the Takata inflator in the vehicle (driver, passenger, or both). Prioritizations also take into account continuity of previous recall plans and priority groups. In order to timely and adequately complete its remedy program, each Affected Vehicle Manufacturer shall, pursuant to 49 U.S.C. § 30120(a)(1) and (c), carry out its remedy program in accordance with the following prioritization plans unless otherwise authorized by the Agency. A complete listing of the vehicles in each priority group ("Priority Group") developed using the above risk factors is attached hereto as Amended Annex A<sup>16</sup>, and is hereby incorporated by reference as if fully set forth herein. The Priority Groups are as follows:

- a. **Priority Group 1** – Highest risk vehicles that were recalled May through December **2015**.
- b. **Priority Group 2** – Second highest risk vehicles that were recalled May through December **2015**.
- c. **Priority Group 3** – Third highest risk vehicles that were recalled May through December **2015**.
- d. **Priority Group 4** – Highest risk vehicles that were recalled January through June **2016**<sup>17</sup>.
- e. **Priority Group 5** – Second highest risk vehicles that were recalled January through June **2016**.
- f. **Priority Group 6** – Third highest risk vehicles that were recalled January through June **2016**.
- g. **Priority Group 7** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers<sup>18</sup> in January 2017 that have ever been registered in Zone A.<sup>19</sup>

---

<sup>16</sup> Because information about the risk factors may change throughout this Coordinated Remedy Program, these prioritizations are subject to change by a vehicle manufacturer, subject to NHTSA's oversight and approval.

<sup>17</sup> Vehicles in Priority Groups 4 through 10 were not recalled in May of 2015 and thus were not part of the original prioritizations. Priority Group ("PG") 4 and 5, in particular, should be considered comparable to PG 1 and 2 of the CRO in terms of urgency of the remedy.

<sup>18</sup> Vehicles in Priority Groups 7 through 10 are defined as being recalled by Affected Vehicle Manufacturers in January of a given year to minimize confusion about which vehicles and DIRs are affected, because Takata will file DIRs by December 31 of the prior year, or on the first business day of the PG defined year when December 31 falls on a weekend or holiday.

- h. **Priority Group 8** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers in January 2017 that *have not* ever been registered in the Zone A region during the service life of the vehicle.
- i. **Priority Group 9** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers in January 2018.
- j. **Priority Group 10** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers in January 2019.
- k. **Priority Group 11** – Vehicles ever registered in the HAH or Zone A that were previously remedied with a “like for like” part<sup>20</sup> under a recall initiated by an Affected Vehicle Manufacturer during calendar year 2015 or before.
- l. **Priority Group 12** – Vehicles previously remedied with a “like for like” part and are not covered in Priority Group 11.

34. Pursuant to their obligations to remedy a defect within a reasonable time, as set forth in 49 U.S.C. § 30120(a)(1) and § 30120(c)(2), each Affected Vehicle Manufacturer shall acquire a sufficient supply of remedy parts to enable it to provide remedy parts, in a manner consistent with customary business practices, to dealers within their respective dealer networks and, *further, to launch the remedy program*, by the timelines set forth in this Paragraph. Each Vehicle Manufacturer shall ensure that it has a sufficient supply of remedy parts on the following schedule:

<b>Priority Group</b>	<b>Sufficient Supply &amp; Remedy Launch Deadlines</b>
Priority Group 1	March 31, 2016
Priority Group 2	September 30, 2016
Priority Group 3	December 31, 2016
Priority Group 4	March 31, 2017
Priority Group 5	June 30, 2017
Priority Group 6	September 30, 2017
Priority Group 7	December 31, 2017
Priority Group 8	March 31, 2018
Priority Group 9	June 30, 2018
Priority Group 10	March 31, 2019
Priority Group 11	March 31, 2020
Priority Group 12	September 30, 2020

---

<sup>19</sup> Zone A includes the original HAH area plus the addition of the expansion states of California and South Carolina.

<sup>20</sup> These parts are sometimes referred to as “interim parts”.

Further, to the maximum extent possible, each Affected Vehicle Manufacturer shall take those measures necessary to sustain its supply of remedy parts available to dealers so that dealers are able to continue remediating vehicles after remedy program launch without delay or disruption due to issues of sufficient supply. An Affected Vehicle Manufacturer may, after consultation with and approval from NHTSA, further accelerate the launch of a Priority Group to begin the recall remedy campaign at an earlier date, provided that the vehicle manufacturer has a sufficient supply available to do so without negatively affecting supply for earlier Priority Groups.

35. To more clearly specify the remedy completion progress required in accelerating the Expanded Inflater Recalls, pursuant to the Affected Vehicle Manufacturers obligations to remedy a defect within a reasonable time (as set forth in 49 U.S.C. § 30120(a)(1) and § 30120(c)(2)-(3)) each Affected Vehicle Manufacturer shall implement and execute its recall remedy program in a manner and according to a schedule designed to achieve the following remedy completion percentages<sup>21</sup> at the following intervals:

<b>End of Quarter (after remedy launches)</b>	<b>Percentage of campaign vehicles remedied</b>
1st	15%
2nd	40%
3rd	50%
4th	60%
5th	70%
6th	80%
7th	85%
8th	90%
9th	95%
10th	100%

An Affected Vehicle Manufacturer shall not delay the launch of a remedy campaign, or decline to timely obtain sufficient supply to launch or sustain a remedy campaign, to defer the completion targets set forth in the preceding chart. An Affected Vehicle Manufacturer further

<sup>21</sup> The remedy completion timeline set forth in paragraph 35 does not apply to Priority Groups 1, 2, and 3, for which completion deadlines were previously established in the Coordinated Remedy Order.



accelerating a Priority Group under Paragraph 34 herein shall not be penalized for launching early, and shall be held to the standard of meeting the remedy completion timeline as though the recall remedy campaign launched on the date established in the Paragraph 34 Sufficient Supply & Remedy Launch Deadline (“Supply& Launch Deadline”) chart.

### **Remedy Completion Maximization Efforts**

36. Pursuant to 49 U.S.C. § 30166(e), within 90 days of the issuance of this Amendment, a vehicle manufacturer recalling inflators subject to this Amendment shall provide to NHTSA and to the Monitor a written recall engagement plan for maximizing remedy completion rates for all vehicles covered by the Expanded Inflator Recalls. Such plan shall, at a minimum, include, but not be limited to, plans to implement the methodology and techniques presented at NHTSA’s Retooling Recalls Workshop held at the U.S. Department of Transportation Headquarters on April 28, 2015, as well as the recommendations the Monitor has supplied to vehicle manufacturers. Further, each such plan shall also include:

- a. a narrative statement, which may be supplemented with a table, specifically detailing all inquiries made, contracts entered, and other efforts made to obtain sufficient remedy supply parts for the Inflator Recalls, including, but not limited to, the name of the supplier contacted; date of contact, request or inquiry made; and current status of that inquiry including any date by which action by one party must be taken. To ensure that sufficient United States supply will not be negatively impacted by global supply demands, this statement shall clearly explain: (i) the volume of supply intended for use in the United States; and (ii) the volume of supply the vehicle manufacturer is

- obtaining for recalls outside the United States; and
- b. a narrative statement discussing specific communications and marketing efforts the vehicle manufacturer has taken, is taking, or is considering or planning to take to improve and maximize recall completion rates including, but not limited to, data segmentation and specific motivational tools; and
  - c. a narrative statement discussing in detail efforts the vehicle manufacturer has taken, is taking, and is considering or planning to take, to prevent the sale of inflators and/or air bag modules covered by the Expanded Inflator Recalls, and vehicles equipped with the same, over the internet (i.e., through online marketplaces including, but not limited to, eBay, Amazon Marketplace, Facebook Marketplace, Alibaba, Craigslist, Hollander.com, and carparts.com). This discussion shall include the company name, contact name, email and telephone contact information for any online marketplace contacted, and any third-party company enlisted to assist in this work; and
  - d. a detailed narrative discussion of what efforts the vehicle manufacturer has taken, is taking, or is considering or planning to take, to monitor and remove inflators covered by the Expanded Inflator Recalls as the affected vehicles move through the used vehicle market and end-of-life market (i.e. vehicle auctions, franchised dealer lots, independent dealer lots, off-lease programs, scrapyards, etc.). This discussion shall include the company name, contact name, email and telephone contact information for contacts at any third-party company enlisted to assist in this work; and
  - e. discussion of any other efforts the vehicle manufacturer is considering or has

implemented evidencing the good-faith efforts being made by that vehicle manufacturer to maximize the Expanded Inflator Recalls completion rates and timely remedying of affected vehicles and the removal of defective inflators and/or inflator modules.

Such a plan shall be submitted with clear headings and subheadings that state the subject area addressed. A vehicle manufacturer that previously submitted a report pursuant to paragraph 41 of the CRO shall file an updated plan including all of the components identified herein.

37. Pursuant to 49 U.S.C. § 30166(e), each Affected Vehicle Manufacturer shall submit to NHTSA and to the Monitor at the end of each calendar quarter supplemental assessments (“Quarterly Supplements”) of the remedy completion and maximization plans submitted pursuant to paragraph 36 of this Amendment. These Quarterly Supplements shall include, at a minimum:

- a. a detailed explanation of the effectiveness of efforts since the last reporting period and an update on the implementation status of the maximization plan presented; and
- b. a discussion of additional efforts being considered and/or undertaken to increase completion rates and meet the deadlines set forth in the CRO and this Amendment; and
- c. a detailed discussion of efforts to implement Monitor recommendations, including recommendations issued prior to this Amendment; and
- d. a detailed update on efforts made, and metrics of success, relating to each of the issues and actions identified in paragraph 36 above; and
- e. a statement and/or accounting of the impact of the vehicle manufacturer’s

additional efforts on its recall completion relative to each of its recalls governed by this Amendment.

Quarterly Supplements shall discuss efforts made since the last report as well as future efforts planned or contemplated going forward. Quarterly Supplements shall be submitted with clear headings and subheadings identifying the required subject area addressed. Each Vehicle Manufacturer filing a plan pursuant to paragraph 36 herein shall file its first Quarterly Supplement not later than June 30, 2017.

38. Pursuant to 49 U.S.C. § 30166(e), each Vehicle Manufacturer shall submit to the Agency a Sufficient Supply & Remedy Launch Certification Report (“Supply Certification”) not later than the Supply & Remedy Launch Deadline set forth for the applicable Priority Group in paragraph 34 herein, stating:

- a. the criteria used to determine the appropriate sufficient supply to launch the remedy program for this particular phase of the recall;
- b. the total number of Expanded Inflator Recalls remedy parts (or kits) the vehicle manufacturer has on hand in the United States available to customers through its dealer network within 48 hours;
- c. the total number of Expanded Inflator Recalls remedy parts the vehicle manufacturer has on hand in the United States currently located at dealer locations ready and available for use as vehicle repair parts;
- d. the percentage of Expanded Inflator Recalls remedy parts available to the dealer network within 48 hours (i.e., the volume covered under 38.b. above based on the total number of vehicles remaining to be repaired); and
- e. the specific remedy part(s) identified in the Supply Certification, including

the inflator supplier and the inflator model or type as identified by the inflator supplier to the vehicle manufacturer.

For paragraphs (b), (c), and (d), if more than one remedy inflator supplier or more than one remedy part is being utilized, the volumes of each part shall also be specified by inflator supplier and inflator model or type. The Supply Certification shall be signed under oath, i.e., accompanied by an affidavit, by a responsible officer of that vehicle manufacturer.

39. Any Affected Vehicle Manufacturer seeking an extension of time to launch based on an insufficient supply by the Supply & Launch Deadline as set forth in the CRO or this Amendment shall submit to the Agency not less than 45 days prior to the applicable deadline a Notice of Anticipated Shortage and Request for Extension (“Extension Request”). An Extension Request shall be signed under oath, (i.e., accompanied by an affidavit, by a responsible officer of that vehicle manufacturer) and shall include a thorough explanation of (i) why the vehicle manufacturer believes it will not be able to meet the sufficient supply deadline; (ii) the remedy part selection, validation, and development process it is using (including the timeline for this process); (iii) the steps the vehicle manufacturer is taking to obtain sufficient supply; (iv) how many replacement parts (number and percentage ready for launch) the vehicle manufacturer reasonably believes will be available by the Supply & Launch Deadline, and (v) a specific extension request date. If an Affected Vehicle Manufacturer determines within 45 days of the Supply & Launch Deadline that it is unlikely to have a sufficient supply of remedy parts by that date, that vehicle manufacturer shall file an Extension Request with the Agency within 2 business days of making such determination. Any vehicle manufacturer filing an Extension Request shall provide an Extension Request Update not less than 14 days prior to the Sufficient Supply & Remedy Launch Deadline informing the Agency of any changes in the sufficient

supply status and making any additional necessary requests.

40. Pursuant to 49 U.S.C. §§ 30116–30120 and Pub. L. 112-141, 126 Stat. 405, within 24 hours of filing a Supply Certification, each Affected Vehicle Manufacturer shall update the remedy status returned in a search of NHTSA’s Vehicle Identification Number (“VIN”) Lookup Tool, as well as its own recall search tool, if it is required under federal regulation to support those tools or is voluntarily supporting those tools at the time of this Amendment, to reflect that parts are available for vehicles covered by the Supply Certification.

41. Pursuant to 49 U.S.C. §§ 30120(a), 30120(c)(3), and 30166(e), each Affected Vehicle Manufacturer using, or planning to use, a desiccated PSAN Takata inflator as a final remedy shall work in coordination with Takata to develop and implement an appropriate surveillance and testing plan to ensure the safety of the desiccated PSAN inflator part as an adequate final remedy. Not more than 60 days following the issuance of this Amendment, each vehicle manufacturer affected by this paragraph shall submit, jointly with Takata, to NHTSA and the Monitor a written plan setting forth the testing plan. Such plan shall include parts recovery and testing for Takata desiccated PSAN inflators from the field when that vehicle manufacturer’s fleet includes vehicles equipped with Takata desiccated PSAN inflators.

Pursuant to paragraph 30 of the November 2015 Consent Order to Takata, these desiccated PSAN inflators remain subject to potential recall if Takata or another credible source has not proven the safety of the parts by December 31, 2019, and, as such, require further investigation by Takata and the relevant vehicle manufacturers, particularly when used as a final remedy part.

42. Pursuant to 49 U.S.C. §§ 30118(c)-(d), 30119(a)-(f), and 30120(c)(3), each Affected Vehicle Manufacturer shall conduct supplemental owner notification efforts, in coordination with the Agency and the Monitor, to increase remedy completion rates and

accelerate its remedy completion timeline. Such notifications shall be made by an Affected Vehicle Manufacturer either upon specific recommendation of the Monitor to that Affected Vehicle Manufacturer, or at NHTSA's direction, or may also occur upon a vehicle manufacturer initiating such action in consultation with NHTSA and/or the Monitor. Supplemental communications shall adhere to *Coordinated Communications* Recommendations issued by the Monitor, forthcoming, unless otherwise agreed to by the Agency. *Coordinated Communications* Recommendations shall be made public on NHTSA's website. One or more Affected Vehicle Manufacturer(s) may, at any time, propose alternative messaging, imaging, formats, technologies, or communications strategies, with any supporting data, analysis, and rationales favoring the variation in communication, to the Agency and the Monitor. Not less than five (5) business days prior to sending, or otherwise issuing, a supplemental communication under this paragraph, an Affected Vehicle Manufacturer shall provide electronic versions of all supplemental consumer communications to both the Agency and the Monitor following the submission instructions to be set forth in the *Coordinated Communications* Recommendations.

### **Potential Future Recalls**

43. Paragraph 30 of the November 2015 Consent Order provides that the NHTSA Administrator may issue final orders for the recall of Takata's desiccated PSAN inflators if, by December 31, 2019, Takata or another credible source has not proven to NHTSA's satisfaction that the inflators are safe or the safe service life of the inflators. Pursuant to 49 U.S.C. § 30166(e), each Affected Vehicle Manufacturer with any vehicle in its fleet equipped with a desiccated PSAN Takata inflator, and not filing a report under paragraph 41 herein, shall provide a written plan, not more than 90 days following the issuance of this amendment, fully

detailing the vehicle manufacturer's plans to confirm the safety and/or service life of the desiccated PSAN inflator(s) used in its fleet. This plan shall include discussion of any plans to coordinate with Takata for recovery of parts from fleet vehicles and testing, and any anticipated or future plans to develop or expand a recovery and testing protocol of the desiccated PSAN inflators.

### **Record Keeping & Reports**

44. Pursuant to 49 U.S.C. § 30166(e), Affected Vehicle Manufacturers shall submit complete and accurate biweekly recall completion update reports to NHTSA and the Monitor in the format(s) and manner requested.

45. Currently, vehicle manufacturers conducting recalls report to NHTSA vehicles determined to be unreachable for recall remedy due to export, theft, scrapping, failure to receive notification (return mail), or other reasons (manufacturer specifies), as part of regulatory requirements. *See* 49 CFR § 573.7(b)(5). Recording and reporting the volume of the unreachable population is important in calculating a recall's completion and assessing a recall campaign's success. It is also important for purposes of reallocating outreach resources from vehicles likely no longer in service to vehicles that are, and thus continue to present an unreasonable risk to the public. In the interest of obtaining a higher degree of accuracy in recalls completion reporting, and to support the Affected Vehicle Manufacturers in focusing their resources on remedy campaign vehicles at risk, Affected Vehicle Manufacturers are hereby permitted to count vehicles in the "other reasons" portion of their unreachable population counts where:



- a. ALL vehicles in the particular recall campaign are at least five years of age measured from their production dates; and
- b. a vehicle has not been registered in any state or territory, or has held an expired registration, for at least three continuous years; and
- c. at least one alternative, nationally recognized data source corroborates the vehicle is no longer in service. Examples of such data sources include: records from the National Motor Vehicle Title Information Service (NMVTIS); a license plate recognition data source; and a vehicle history report reflecting a lack of activity for at least three years (e.g., no repair or maintenance history, no transfer of title or purchase records, etc.). In utilizing this provision, a vehicle manufacturer shall not ignore information in its possession that indicates that the vehicle remains in service.

46. For the purposes of reporting under this Amendment, Affected Vehicle Manufacturers may remove from recall outreach efforts the vehicles counted in the “other” category pursuant to the procedure set forth in the preceding paragraph. This includes re-notifications. However, in all instances, Affected Vehicle Manufacturers shall conduct required first class mailings, pursuant to 49 CFR § 577.5. These mailings may be discontinued for vehicles the vehicle manufacturer has identified, and reported to NHTSA, as scrapped, exported, stolen, or for whom mail was returned.

47. Before utilizing the “other” category as set forth herein, the vehicle manufacturer shall explicitly notify NHTSA through a Part 573 document (initial or updated) that it intends to use the “other” reporting category to report counts of vehicles that meet its defined criteria. The manufacturer shall notify NHTSA of its decision before filing the quarterly report, or biweekly

completion report, in which the vehicle manufacturer intends to utilize this “other” category as set forth herein.

48. Vehicle manufacturers opting to use the “other” reporting category shall:
  - a. keep records to substantiate the determination to count any vehicle in the “other” category; and
  - b. in the initial notice, and with updates upon NHTSA’s request, provide written documentation identifying to NHTSA an estimate of the financial resources saved utilizing this approach and explaining how those resources are reallocated to improve recall completion rates for the recalled vehicle population that remains in service; and
  - c. perform retroactive monitoring to identify any VIN reported as “other” but that was later serviced, for any reason, by a dealer. This recurring obligation shall be completed every quarter for which the vehicle manufacturer reports on the recall. Should the number of these VINs exceed five (5) percent of the total number of “other” reported VINs, the vehicle manufacturer must notify NHTSA and justify why the “other” category should remain available for use for that recall; and
  - d. maintain ALL VINs as active, or “live”, in the VIN data systems such that any search for the VIN will reflect an open recall status on the NHTSA web tool, the manufacturer’s web tool, and any and all dealer and other data networks with, and through which, the vehicle manufacturer communicates safety recall status information.

49. The Agency may, in its discretion, reject, modify, or terminate, a manufacturer's use of the "other" category reporting mechanism.

50. Vehicle manufacturers are required to provide six (6) consecutive quarters of reporting on recall completions pursuant to 49 CFR 573.7. Some Affected Vehicle Manufacturers are utilizing phased launches to prioritize parts availability in certain recall remedy campaigns. While quarterly reports must be filed once a vehicle manufacturer has initiated a recall remedy program, the consecutive quarters of reporting shall be counted towards the six required reports once the campaign is fully launched.

#### **Miscellaneous**

51. NHTSA may, after consultation with an affected vehicle manufacturer, and/or Takata, or upon a recommendation of the Monitor, modify or amend provisions of this Amendment to, among other things: account for and timely respond to newly obtained facts, data, changed circumstances, and/or other information that may become available throughout the term of the Coordinated Remedy Program. Such modifications may include, but are not limited to, changes to the Priority Groups contained in Amended Annex A; allowing for reasonable extensions of time for the timelines contained in Paragraphs 34 and 35; facilitating further recalls as contemplated by Paragraphs 29 and 30 of the Amended Consent Order; or for any other purpose related to the Coordinated Remedy Program, the Coordinated Remedy Order, and/or this Amendment to the Coordinated Remedy Order. Any such modification or amendment shall be made in writing signed by the NHTSA Administrator or his designee.

52. This Amendment shall be binding upon, and inure to the benefit of, Takata and the Affected Vehicle Manufacturers, including their current and former directors, officers,

employees, agents, subsidiaries, affiliates, successors, and assigns, as well as any person or entity succeeding to its interests or obligations herein, including as a result of any changes to the corporate structure or relationships among or between Takata, or any Affected Vehicle Manufacturers, and any of that company's parents, subsidiaries, or affiliates.

53. This Amendment shall become effective upon issuance by the NHTSA Administrator. In the event of a breach of, or failure to perform, any term of this Amendment by Takata or any Affected Vehicle Manufacturer, NHTSA may pursue any and all appropriate remedies, including, but not limited to, seeking civil penalties pursuant to 49 U.S.C. § 30165, actions compelling specific performance of the terms of this Order, and/or commencing litigation to enforce this Order in any United States District Court.

54. This Amendment to the Coordinated Remedy Order should be construed to include all terms and provisions of the Coordinated Remedy Order, and prior Amendments, unless expressly superseded herein.

55. This Amendment to the Coordinated Remedy Order shall not be construed to create rights in, or grant any cause of action to, any third party not subject to this Amendment.

56. In carrying out the directives of the Coordinated Remedy Order and this Amendment to the Coordinated Remedy Order, vehicle manufacturers and vehicle equipment manufacturers (i.e., suppliers) shall not engage in any conduct prohibited under the antitrust laws, or other applicable law.

IT IS SO ORDERED:

NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: DECEMBER 9, 2016

By: **// ORIGINAL SIGNED BY //**

Mark R. Rosekind, Ph.D.  
Administrator

**AMENDED ANNEX A<sup>22</sup>**

**Coordinated Remedy Program Priority Groups**

In the following Priority Groups, the area of high absolute humidity (“HAH”) is defined by each vehicle manufacturer individually, but in **all** instances includes vehicles originally sold or ever registered in Alabama, Florida, Georgia, Hawaii, Louisiana, Mississippi, Texas, Puerto Rico, American Samoa, Guam, Saipan, and the U.S. Virgin Islands. “Non-HAH” means any vehicle that has not been identified by the vehicle manufacturer as having been originally sold or ever registered in the HAH region, as defined by the vehicle manufacturer. The terms HAH and Non-HAH apply to vehicles in Priority Groups 1, 2, and 3. Zones A, B, and C are defined in paragraph 7 of the Amendment to November 3, 2015 Consent Order issued to Takata by the National Highway Traffic Safety Administration on May 4, 2016. Zone A includes the previously defined HAH plus the expansion states of California and South Carolina. Zones A, B, and C apply to Priority Groups 4 through 12.

---

<sup>22</sup>

Corrected as of December 16, 2016.

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)<sup>23</sup></b>
1	2003 - 2003	Acura	3.2CL DAB (HAH)
1	2003 - 2003	Acura	3.2CL DAB (Non-HAH)
1	2002 - 2003	Acura	3.2TL DAB (HAH)
1	2002 - 2003	Acura	3.2TL DAB (Non-HAH)
1	2002 - 2006	BMW	3 Series, M3 DAB (HAH)
1	2002 - 2006	BMW	3 Series, M3 PAB (HAH)
1	2005 - 2008	Chrysler	300, 300C, SRT8 DAB (HAH)
1	2005 - 2005	Chrysler	300, 300C, SRT8 DAB (Non-HAH)
1	2005 - 2005	Chrysler	300, 300C, SRT8 PAB (HAH)
1	2008 - 2008	Dodge	Challenger DAB (HAH)
1	2006 - 2008	Dodge	Charger DAB (HAH)
1	2005 - 2005	Dodge	Dakota Pickup DAB (HAH)
1	2005 - 2005	Dodge	Dakota Pickup PAB (HAH)
1	2004 - 2005	Dodge	Durango DAB (HAH)
1	2004 - 2005	Dodge	Durango PAB (HAH)
1	2005 - 2008	Dodge	Magnum DAB (HAH)
1	2005 - 2005	Dodge	Magnum DAB (Non-HAH)
1	2005 - 2005	Dodge	Magnum PAB (HAH)
1	2004 - 2005	Dodge	RAM 1500 Pickup PAB (HAH)
1	2004 - 2005	Dodge	RAM 1500, 2500, 3500 Pickup DAB (HAH)
1	2005 - 2005	Dodge	RAM 2500 Pickup PAB (HAH)
1	2007 - 2008	Dodge	Sprinter PAB (HAH)
1	2005 - 2006	Ford	GT DAB (HAH)
1	2005 - 2006	Ford	GT PAB (HAH)
1	2005 - 2008	Ford	Mustang DAB (HAH)
1	2004 - 2005	Ford	Ranger DAB (HAH)
1	2004 - 2005	Ford	Ranger PAB (HAH)
1	2007 - 2008	Freightliner	Sprinter PAB (HAH)
1	2005 - 2005	GM-Saab	9-2X PAB (HAH)
1	2001 - 2003	Honda	ACCORD DAB (HAH)
1	2001 - 2003	Honda	ACCORD DAB (Non-HAH)
1	2003 - 2003	Honda	ACCORD PAB (HAH)
1	2003 - 2003	Honda	ACCORD PAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC DAB (HAH)
1	2001 - 2003	Honda	CIVIC DAB (Non-HAH)
1	2003 - 2005	Honda	CIVIC HYBRID DAB (HAH)
1	2003 - 2003	Honda	CIVIC HYBRID DAB (Non-HAH)
1	2003 - 2005	Honda	CIVIC HYBRID PAB (HAH)

---

<sup>23</sup> Where a vehicle make, model, model year appears in one Priority Group (“PG”) and the “Zone” is listed as “(Non-A)”, and the same vehicle make, model, and model year appears in a later PG as applicable to “Zone C”, the “Non-A” zone refers to Zone B vehicles.

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
1	2003 - 2003	Honda	CIVIC HYBRID PAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC NGV DAB (HAH)
1	2001 - 2003	Honda	CIVIC NGV DAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC NGV PAB (HAH)
1	2001 - 2003	Honda	CIVIC NGV PAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC PAB (HAH)
1	2001 - 2003	Honda	CIVIC PAB (Non-HAH)
1	2002 - 2006	Honda	CR-V DAB (HAH)
1	2002 - 2002	Honda	CR-V DAB (Non-HAH)
1	2002 - 2005	Honda	CR-V PAB (HAH)
1	2002 - 2002	Honda	CR-V PAB (Non-HAH)
1	2003 - 2006	Honda	ELEMENT DAB (HAH)
1	2003 - 2004	Honda	ELEMENT PAB (HAH)
1	2002 - 2002	Honda	ODYSSEY DAB (HAH)
1	2002 - 2002	Honda	ODYSSEY PAB (HAH)
1	2003 - 2008	Honda	PILOT DAB (HAH)
1	2003 - 2008	Honda	PILOT DAB (Non-HAH)
1	2003 - 2005	Honda	PILOT PAB (HAH)
1	2003 - 2005	Honda	PILOT PAB (Non-HAH)
1	2006 - 2006	Honda	RIDGELINE DAB (HAH)
1	2006 - 2006	Honda	RIDGELINE PAB (HAH)
1	2002 - 2003	Infiniti	QX4 PAB (HAH)
1	2007 - 2007	Lexus	SC430 PAB (HAH)
1	2003 - 2008	Mazda	Mazda6 DAB (HAH)
1	2003 - 2008	Mazda	Mazda6 PAB (HAH)
1	2004 - 2008	Mazda	RX8 DAB (HAH)
1	2004 - 2004	Mazda	RX8 PAB (HAH)
1	2006 - 2007	Mazda	Speed6 DAB (HAH)
1	2006 - 2007	Mazda	Speed6 PAB (HAH)
1	2004 - 2006	Mitsubishi	Lancer Evolution PAB (HAH)
1	2004 - 2006	Mitsubishi	Lancer PAB (HAH)
1	2004 - 2004	Mitsubishi	Lancer Sportback PAB (HAH)
1	2002 - 2003	Nissan	Pathfinder PAB (HAH)
1	2002 - 2003	Nissan	Sentra PAB (HAH)
1	2003 - 2007	Pontiac	Vibe PAB (HAH)
1	2004 - 2005	Subaru	Impreza/WRX/STI PAB (HAH)
1	2005 - 2008	Subaru	Legacy/Outback PAB (HAH)
1	2003 - 2007	Toyota	Corolla PAB (HAH)
1	2003 - 2007	Toyota	Matrix PAB (HAH)
1	2005 - 2007	Toyota	Sequoia PAB (HAH)
1	2005 - 2006	Toyota	Tundra PAB (HAH)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
2	2003 - 2006	Acura	MDX DAB (HAH)
2	2003 - 2006	Acura	MDX DAB (Non-HAH)
2	2003 - 2005	Acura	MDX PAB (HAH)
2	2003 - 2005	Acura	MDX PAB (Non-HAH)
2	2002 - 2006	BMW	3 Series, M3 DAB (Non-HAH)
2	2000 - 2001	BMW	3 Series, M3 PAB (HAH)
2	2002 - 2006	BMW	3 Series, M3 PAB (Non-HAH)
2	2002 - 2003	BMW	5 Series, M5 DAB (HAH)
2	2002 - 2003	BMW	5 Series, M5 DAB (Non-HAH)
2	2003 - 2004	BMW	X5 SAV DAB (HAH)
2	2003 - 2004	BMW	X5 SAV DAB (Non-HAH)
2	2007 - 2008	Chevrolet/GMC	Silverado/Sierra HD PAB (HAH)
2	2009 - 2010	Chrysler	300, 300C, SRT8 DAB (HAH)
2	2006 - 2010	Chrysler	300, 300C, SRT8 DAB (Non-HAH)
2	2007 - 2008	Chrysler	Aspen DAB (HAH)
2	2007 - 2008	Chrysler	Aspen DAB (Non-HAH)
2	2009 - 2010	Dodge	Challenger DAB (HAH)
2	2008 - 2010	Dodge	Challenger DAB (Non-HAH)
2	2009 - 2010	Dodge	Charger DAB (HAH)
2	2006 - 2010	Dodge	Charger DAB (Non-HAH)
2	2006 - 2011	Dodge	Dakota Pickup DAB (HAH)
2	2005 - 2011	Dodge	Dakota Pickup DAB (Non-HAH)
2	2006 - 2008	Dodge	Durango DAB (HAH)
2	2004 - 2008	Dodge	Durango DAB (Non-HAH)
2	2006 - 2008	Dodge	Magnum DAB (Non-HAH)
2	2006 - 2009	Dodge	RAM 1500, 2500, 3500 Pickup DAB (HAH)
2	2004 - 2009	Dodge	RAM 1500, 2500, 3500 Pickup DAB (Non-HAH)
2	2003 - 2003	Dodge	RAM 1500, 2500, 3500 Pickup PAB (HAH)
2	2003 - 2003	Dodge	RAM 1500, 2500, 3500 Pickup PAB (Non-HAH)
2	2007 - 2009	Dodge	RAM 3500 Cab Chassis DAB (HAH)
2	2007 - 2009	Dodge	RAM 3500 Cab Chassis DAB (Non-HAH)
2	2006 - 2009	Dodge	RAM 3500 Pickup DAB (HAH)
2	2006 - 2009	Dodge	RAM 3500 Pickup DAB (Non-HAH)
2	2008 - 2010	Dodge	RAM 4500, 5500 Cab Chassis DAB (HAH)
2	2008 - 2010	Dodge	RAM 4500, 5500 Cab Chassis DAB (Non-HAH)
2	2007 - 2008	Dodge	Sprinter PAB (Non-HAH)
2	2005 - 2006	Ford	GT DAB (HAH)
2	2005 - 2006	Ford	GT DAB (Non-HAH)
2	2009 - 2014	Ford	Mustang DAB (HAH)
2	2005 - 2008	Ford	Mustang DAB (Non-HAH)
2	2006 - 2006	Ford	Ranger PAB (HAH)
2	2007 - 2008	Freightliner	Sprinter PAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
2	2004 - 2007	Honda	ACCORD DAB (HAH)
2	2004 - 2007	Honda	ACCORD DAB (Non-HAH)
2	2004 - 2007	Honda	ACCORD PAB (HAH)
2	2004 - 2007	Honda	ACCORD PAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC DAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC HYBRID DAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC HYBRID PAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC NGV DAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC NGV PAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC PAB (Non-HAH)
2	2003 - 2006	Honda	CR-V DAB (Non-HAH)
2	2003 - 2005	Honda	CR-V PAB (Non-HAH)
2	2007 - 2011	Honda	ELEMENT DAB (HAH)
2	2003 - 2007	Honda	ELEMENT DAB (Non-HAH)
2	2003 - 2004	Honda	ELEMENT PAB (Non-HAH)
2	2003 - 2004	Honda	ODYSSEY DAB (HAH)
2	2002 - 2004	Honda	ODYSSEY DAB (Non-HAH)
2	2003 - 2004	Honda	ODYSSEY PAB (HAH)
2	2002 - 2004	Honda	ODYSSEY PAB (Non-HAH)
2	2004 - 2004	Honda	PILOT PAB (HAH)
2	2006 - 2006	Honda	RIDGELINE DAB (Non-HAH)
2	2006 - 2006	Honda	RIDGELINE PAB (Non-HAH)
2	2003 - 2003	Infiniti	FX35 PAB (HAH)
2	2003 - 2003	Infiniti	FX45 PAB (HAH)
2	2001 - 2001	Infiniti	I30 PAB (HAH)
2	2002 - 2003	Infiniti	I35 PAB (HAH)
2	2002 - 2003	Infiniti	QX4 PAB (Non-HAH)
2	2007 - 2007	Lexus	SC430 PAB (Non-HAH)
2	2004 - 2006	Mazda	B-Series PAB (HAH)
2	2003 - 2008	Mazda	Mazda6 DAB (Non-HAH)
2	2003 - 2008	Mazda	Mazda6 PAB (Non-HAH)
2	2004 - 2005	Mazda	MPV PAB (HAH)
2	2004 - 2004	Mazda	RX8 DAB (Non-HAH)
2	2005 - 2005	Mazda	RX8 PAB (HAH)
2	2004 - 2004	Mazda	RX8 PAB (Non-HAH)
2	2006 - 2007	Mazda	Speed6 DAB (Non-HAH)
2	2006 - 2007	Mazda	Speed6 PAB (Non-HAH)
2	2004 - 2006	Mitsubishi	Lancer Evolution PAB (Non-HAH)
2	2004 - 2006	Mitsubishi	Lancer PAB (Non-HAH)
2	2004 - 2004	Mitsubishi	Lancer Sportback PAB (Non-HAH)
2	2006 - 2009	Mitsubishi	Raider DAB (HAH)
2	2006 - 2009	Mitsubishi	Raider DAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
2	2001 - 2003	Nissan	Maxima PAB (HAH)
2	2004 - 2004	Nissan	Pathfinder PAB (HAH)
2	2002 - 2004	Nissan	Pathfinder PAB (Non-HAH)
2	2004 - 2006	Nissan	Sentra PAB (HAH)
2	2002 - 2006	Nissan	Sentra PAB (Non-HAH)
2	2003 - 2007	Pontiac	Vibe PAB (Non-HAH)
2	2008 - 2009	Sterling	Bullet DAB (HAH)
2	2008 - 2009	Sterling	Bullet DAB (Non-HAH)
2	2005 - 2005	Subaru	Baja PAB (HAH)
2	2003 - 2004	Subaru	Legacy/Outback/Baja PAB (HAH)
2	2003 - 2007	Toyota	Corolla PAB (Non-HAH)
2	2003 - 2007	Toyota	Matrix PAB (Non-HAH)
2	2004 - 2005	Toyota	RAV4 DAB (HAH)
2	2004 - 2005	Toyota	RAV4 DAB (Non-HAH)
2	2002 - 2004	Toyota	Sequoia PAB (HAH)
2	2005 - 2007	Toyota	Sequoia PAB (Non-HAH)
2	2003 - 2004	Toyota	Tundra PAB (HAH)
2	2005 - 2006	Toyota	Tundra PAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
3	2005 - 2005	Acura	RL PAB (HAH)
3	2005 - 2005	Acura	RL PAB (Non-HAH)
3	2000 - 2001	BMW	3 Series, M3 PAB (Non-HAH)
3	2007 - 2008	Chevrolet/GMC	Silverado/Sierra HD PAB (Non-HAH)
3	2005 - 2006	Ford	GT DAB (Non-HAH)
3	2005 - 2008	Ford	Mustang DAB (HAH)
3	2005 - 2014	Ford	Mustang DAB (Non-HAH)
3	2004 - 2006	Ford	Ranger PAB (Non-HAH)
3	2005 - 2005	GM-Saab	9-2X PAB (Non-HAH)
3	2008 - 2011	Honda	ELEMENT DAB (Non-HAH)
3	2004 - 2005	Infiniti	FX35 PAB (HAH)
3	2003 - 2003	Infiniti	FX35 PAB (Non-HAH)
3	2004 - 2005	Infiniti	FX45 PAB (HAH)
3	2003 - 2003	Infiniti	FX45 PAB (Non-HAH)
3	2001 - 2001	Infiniti	I30 PAB (Non-HAH)
3	2004 - 2004	Infiniti	I35 PAB (HAH)
3	2002 - 2003	Infiniti	I35 PAB (Non-HAH)
3	2006 - 2006	Infiniti	M45 PAB (HAH)
3	2002 - 2006	Lexus	SC430 PAB (HAH)
3	2002 - 2006	Lexus	SC430 PAB (Non-HAH)
3	2004 - 2006	Mazda	B-Series PAB (Non-HAH)
3	2004 - 2008	Mazda	RX8 DAB (Non-HAH)
3	2004 - 2004	Mazda	RX8 PAB (Non-HAH)
3	2001 - 2003	Nissan	Maxima PAB (Non-HAH)
3	2004 - 2005	Subaru	Impreza/WRX/STI PAB (Non-HAH)
3	2005 - 2008	Subaru	Legacy/Outback PAB (Non-HAH)
3	2003 - 2004	Subaru	Legacy/Outback/Baja PAB (Non-HAH)
3	2002 - 2004	Toyota	Sequoia PAB (Non-HAH)
3	2003 - 2004	Toyota	Tundra PAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
4	2003 - 2006	Acura	MDX PAB (A)
4	2003 - 2006	Acura	MDX PAB (Non-A)
4	2007 - 2009	Acura	RDX DAB (A)
4	2005 - 2011	Acura	RL DAB (A)
4	2005 - 2009	Acura	RL DAB (Non-A)
4	2005 - 2011	Acura	RL PAB (A)
4	2005 - 2009	Acura	RL PAB (Non-A)
4	2009 - 2009	Acura	TL DAB (A)
4	2009 - 2009	Acura	TSX PAB (A)
4	2010 - 2011	Acura	ZDX DAB (A)
4	2010 - 2011	Acura	ZDX PAB (A)
4	2006 - 2009	Audi	A3 DAB (A)
4	2007 - 2009	Audi	A4 Cabriolet DAB (A)
4	2009 - 2009	Audi	Audi Q5 DAB (A)
4	2008 - 2008	Audi	RS 4 Cabriolet DAB (A)
4	2007 - 2009	Audi	S4 Cabriolet DAB (A)
4	2008 - 2009	BMW	1 Series DAB (A)
4	2006 - 2009	BMW	3 Series DAB (A)
4	2007 - 2009	BMW	X3 DAB (A)
4	2007 - 2009	BMW	X5 DAB (A)
4	2007 - 2009	BMW	X5 PAB (A)
4	2008 - 2009	BMW	X6 DAB (A)
4	2008 - 2009	BMW	X6 PAB (A)
4	2005 - 2012	Chrysler	300 PAB (A)
4	2007 - 2009	Chrysler	Aspen PAB (A)
4	2007 - 2008	Chrysler	Crossfire DAB (A)
4	2008 - 2012	Dodge	Challenger PAB (A)
4	2008 - 2009	Dodge	Challenger PAB (Non-A)
4	2006 - 2012	Dodge	Charger PAB (A)
4	2005 - 2011	Dodge	Dakota PAB (A)
4	2004 - 2009	Dodge	Durango PAB (A)
4	2005 - 2008	Dodge	Magnum PAB (A)
4	2005 - 2008	Dodge	Magnum PAB (Non-A)
4	2004 - 2008	Dodge	Ram 1500/2500/3500 Pickup PAB (A)
4	2005 - 2009	Dodge	Ram 2500 Pickup PAB (A)
4	2007 - 2010	Dodge	Ram 3500 Cab Chassis PAB (A)
4	2006 - 2009	Dodge	Ram 3500 Pickup PAB (A)
4	2008 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (A)
4	2009 - 2009	Dodge	Sprinter PAB (A)
4	2009 - 2009	Dodge	Sprinter PAB (Non-A)
4	2009 - 2009	Ferrari	California PAB (A)
4	2005 - 2006	Ford	GT PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
4	2005 - 2006	Ford	GT PAB (Non-A)
4	2005 - 2011	Ford	Mustang PAB (A)
4	2005 - 2008	Ford	Mustang PAB (Non-A)
4	2004 - 2006	Ford	Ranger DAB (A)
4	2004 - 2006	Ford	Ranger DAB (Non-A)
4	2007 - 2009	Freightliner	Sprinter DAB (A)
4	2007 - 2009	Freightliner	Sprinter DAB (Non-A)
4	2009 - 2009	Freightliner	Sprinter PAB (A)
4	2009 - 2009	Freightliner	Sprinter PAB (Non-A)
4	2008 - 2009	Honda	ACCORD PAB (A)
4	2006 - 2009	Honda	CIVIC HYBRID PAB (A)
4	2006 - 2009	Honda	CIVIC NGV PAB (A)
4	2006 - 2009	Honda	CIVIC PAB (A)
4	2007 - 2011	Honda	CR-V DAB (A)
4	2007 - 2009	Honda	CR-V DAB (Non-A)
4	2005 - 2011	Honda	CR-V PAB (A)
4	2005 - 2009	Honda	CR-V PAB (Non-A)
4	2003 - 2011	Honda	ELEMENT PAB (A)
4	2003 - 2009	Honda	ELEMENT PAB (Non-A)
4	2010 - 2011	Honda	FCX CLARITY DAB (A)
4	2010 - 2011	Honda	FCX CLARITY PAB (A)
4	2009 - 2011	Honda	FIT DAB (A)
4	2009 - 2009	Honda	FIT DAB (Non-A)
4	2007 - 2011	Honda	FIT PAB (A)
4	2009 - 2009	Honda	FIT PAB (Non-A)
4	2010 - 2011	Honda	INSIGHT DAB (A)
4	2010 - 2011	Honda	INSIGHT PAB (A)
4	2002 - 2004	Honda	ODYSSEY PAB (A)
4	2002 - 2004	Honda	ODYSSEY PAB (Non-A)
4	2003 - 2009	Honda	PILOT PAB (A)
4	2003 - 2008	Honda	PILOT PAB (Non-A)
4	2007 - 2011	Honda	RIDGELINE DAB (A)
4	2007 - 2009	Honda	RIDGELINE DAB (Non-A)
4	2006 - 2011	Honda	RIDGELINE PAB (A)
4	2006 - 2009	Honda	RIDGELINE PAB (Non-A)
4	2009 - 2009	Jaguar	XF PAB (A)
4	2007 - 2012	Jeep	Wrangler PAB (A)
4	2007 - 2009	Land Rover	Range Rover PAB (A)
4	2007 - 2009	Lexus	ES350 PAB (A)
4	2008 - 2009	Lexus	IS F PAB (A)
4	2006 - 2009	Lexus	IS250 PAB (A)
4	2006 - 2009	Lexus	IS350 PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
4	2004 - 2006	Mazda	B-Series DAB (A)
4	2004 - 2006	Mazda	B-Series DAB (Non-A)
4	2003 - 2008	Mazda	Mazda6 PAB (A)
4	2006 - 2007	Mazda	Mazdaspeed6 PAB (A)
4	2004 - 2008	Mazda	RX8 PAB (A)
4	2005 - 2009	Mercedes-Benz	C-Class DAB (A)
4	2008 - 2009	Mercedes-Benz	C-Class PAB (A)
4	2009 - 2009	Mercedes-Benz	GL-Class DAB (A)
4	2009 - 2009	Mercedes-Benz	ML-Class DAB (A)
4	2009 - 2009	Mercedes-Benz	R-Class DAB (A)
4	2007 - 2008	Mercedes-Benz	SLK-Class DAB (A)
4	2006 - 2007	Mitsubishi	Lancer PAB (A)
4	2006 - 2009	Mitsubishi	Raider PAB (A)
4	2007 - 2009	Nissan	Versa Hatchback PAB (A)
4	2007 - 2009	Nissan	Versa Sedan PAB (A)
4	2009 - 2009	Pontiac	Vibe PAB (A)
4	2006 - 2009	Saab	9-3 DAB (A)
4	2006 - 2009	Saab	9-5 DAB (A)
4	2008 - 2009	Saturn	Astra DAB (A)
4	2008 - 2009	Scion	xB PAB (A)
4	2008 - 2009	Sterling	Bullet DAB (A)
4	2008 - 2009	Sterling	Bullet DAB (Non-A)
4	2003 - 2005	Subaru	Baja PAB (A)
4	2003 - 2004	Subaru	Legacy PAB (A)
4	2003 - 2004	Subaru	Outback PAB (A)
4	2009 - 2009	Toyota	Corolla Matrix PAB (A)
4	2009 - 2009	Toyota	Corolla PAB (A)
4	2006 - 2009	Toyota	Yaris HB PAB (A)
4	2007 - 2009	Toyota	Yaris PAB (A)
4	2009 - 2009	Volkswagen	CC DAB (A)
4	2009 - 2009	Volkswagen	GTI DAB (A)
4	2006 - 2008	Volkswagen	Passat Sedan DAB (A)
4	2007 - 2008	Volkswagen	Passat Wagon DAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
5	2013 - 2016	Acura	ILX DAB (A)
5	2013 - 2014	Acura	ILX HYBRID DAB (A)
5	2010 - 2016	Acura	RDX DAB (A)
5	2007 - 2009	Acura	RDX DAB (Non-A)
5	2012 - 2012	Acura	RL DAB (A)
5	2010 - 2011	Acura	RL DAB (Non-A)
5	2010 - 2011	Acura	RL PAB (Non-A)
5	2010 - 2014	Acura	TL DAB (A)
5	2009 - 2009	Acura	TL DAB (Non-A)
5	2010 - 2011	Acura	TSX PAB (A)
5	2009 - 2009	Acura	TSX PAB (Non-A)
5	2012 - 2013	Acura	ZDX DAB (A)
5	2010 - 2011	Acura	ZDX DAB (Non-A)
5	2010 - 2011	Acura	ZDX PAB (Non-A)
5	2010 - 2013	Audi	A3 DAB (A)
5	2006 - 2009	Audi	A3 DAB (Non-A)
5	2005 - 2008	Audi	A4 Avant PAB (A)
5	2007 - 2009	Audi	A4 Cabriolet DAB (Non-A)
5	2007 - 2009	Audi	A4 Cabriolet PAB (A)
5	2005 - 2008	Audi	A4 Sedan PAB (A)
5	2010 - 2012	Audi	A5 Cabriolet DAB (A)
5	2006 - 2009	Audi	A6 Avant PAB (A)
5	2005 - 2009	Audi	A6 Sedan PAB (A)
5	2010 - 2012	Audi	Audi Q5 DAB (A)
5	2009 - 2009	Audi	Audi Q5 DAB (Non-A)
5	2008 - 2008	Audi	RS 4 Cabriolet DAB (Non-A)
5	2008 - 2008	Audi	RS 4 Cabriolet PAB (A)
5	2007 - 2008	Audi	RS 4 Sedan PAB (A)
5	2005 - 2008	Audi	S4 Avant PAB (A)
5	2007 - 2009	Audi	S4 Cabriolet DAB (Non-A)
5	2007 - 2009	Audi	S4 Cabriolet PAB (A)
5	2005 - 2008	Audi	S4 Sedan PAB (A)
5	2010 - 2012	Audi	S5 Cabriolet DAB (A)
5	2007 - 2009	Audi	S6 Sedan PAB (A)
5	2010 - 2013	BMW	1 Series DAB (A)
5	2008 - 2009	BMW	1 Series DAB (Non-A)
5	2010 - 2013	BMW	3 Series DAB (A)
5	2006 - 2009	BMW	3 Series DAB (Non-A)
5	2013 - 2015	BMW	X1 DAB (A)
5	2010 - 2010	BMW	X3 DAB (A)
5	2007 - 2009	BMW	X3 DAB (Non-A)
5	2010 - 2011	BMW	X5 DAB (A)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
5	2007 - 2009	BMW	X5 DAB (Non-A)
5	2010 - 2011	BMW	X5 PAB (A)
5	2007 - 2008	BMW	X5 PAB (Non-A)
5	2010 - 2011	BMW	X6 DAB (A)
5	2008 - 2009	BMW	X6 DAB (Non-A)
5	2010 - 2011	BMW	X6 Hybrid DAB (A)
5	2010 - 2011	BMW	X6 Hybrid PAB (A)
5	2010 - 2011	BMW	X6 PAB (A)
5	2008 - 2008	BMW	X6 PAB (Non-A)
5	2005 - 2012	Chrysler	300 PAB (Non-A)
5	2007 - 2009	Chrysler	Aspen PAB (Non-A)
5	2007 - 2008	Chrysler	Crossfire DAB (Non-A)
5	2010 - 2012	Dodge	Challenger PAB (Non-A)
5	2006 - 2012	Dodge	Charger PAB (Non-A)
5	2005 - 2011	Dodge	Dakota PAB (Non-A)
5	2004 - 2009	Dodge	Durango PAB (Non-A)
5	2004 - 2008	Dodge	Ram 1500/2500/3500 Pickup PAB (Non-A)
5	2005 - 2009	Dodge	Ram 2500 Pickup PAB (Non-A)
5	2007 - 2010	Dodge	Ram 3500 Cab Chassis PAB (Non-A)
5	2006 - 2009	Dodge	Ram 3500 Pickup PAB (Non-A)
5	2008 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (Non-A)
5	2010 - 2011	Ferrari	458 Italia PAB (A)
5	2010 - 2011	Ferrari	California PAB (A)
5	2007 - 2009	Ford	Edge PAB (A)
5	2006 - 2009	Ford	Fusion PAB (A)
5	2007 - 2009	Ford	Ranger PAB (A)
5	2010 - 2012	Freightliner	Sprinter DAB (A)
5	2010 - 2012	Freightliner	Sprinter DAB (Non-A)
5	2010 - 2011	Freightliner	Sprinter PAB (A)
5	2010 - 2011	Freightliner	Sprinter PAB (Non-A)
5	2010 - 2011	Honda	ACCORD PAB (A)
5	2008 - 2009	Honda	ACCORD PAB (Non-A)
5	2010 - 2011	Honda	CIVIC HYBRID PAB (A)
5	2006 - 2009	Honda	CIVIC HYBRID PAB (Non-A)
5	2010 - 2011	Honda	CIVIC NGV PAB (A)
5	2006 - 2009	Honda	CIVIC NGV PAB (Non-A)
5	2010 - 2011	Honda	CIVIC PAB (A)
5	2006 - 2009	Honda	CIVIC PAB (Non-A)
5	2010 - 2011	Honda	CROSSTOUR PAB (A)
5	2010 - 2011	Honda	CR-V DAB (Non-A)
5	2010 - 2011	Honda	CR-V PAB (Non-A)
5	2011 - 2015	Honda	CR-Z DAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
5	2010 - 2011	Honda	ELEMENT PAB (Non-A)
5	2012 - 2014	Honda	FCX CLARITY DAB (A)
5	2012 - 2013	Honda	FIT DAB (A)
5	2010 - 2011	Honda	FIT DAB (Non-A)
5	2013 - 2014	Honda	FIT EV DAB (A)
5	2007 - 2011	Honda	FIT PAB (Non-A)
5	2012 - 2014	Honda	INSIGHT DAB (A)
5	2010 - 2011	Honda	INSIGHT DAB (Non-A)
5	2010 - 2011	Honda	INSIGHT PAB (Non-A)
5	2010 - 2011	Honda	PILOT PAB (A)
5	2009 - 2009	Honda	PILOT PAB (Non-A)
5	2012 - 2014	Honda	RIDGELINE DAB (A)
5	2010 - 2011	Honda	RIDGELINE DAB (Non-A)
5	2010 - 2011	Honda	RIDGELINE PAB (Non-A)
5	2003 - 2005	Infiniti	FX PAB (A)
5	2003 - 2004	Infiniti	I35 PAB (A)
5	2010 - 2010	Jaguar	XF PAB (A)
5	2007 - 2012	Jeep	Wrangler PAB (Non-A)
5	2010 - 2010	Land Rover	Range Rover PAB (A)
5	2007 - 2008	Land Rover	Range Rover PAB (Non-A)
5	2010 - 2010	Lexus	ES350 PAB (A)
5	2007 - 2008	Lexus	ES350 PAB (Non-A)
5	2010 - 2010	Lexus	GX460 PAB (A)
5	2010 - 2010	Lexus	IS F PAB (A)
5	2008 - 2008	Lexus	IS F PAB (Non-A)
5	2010 - 2010	Lexus	IS250 PAB (A)
5	2006 - 2008	Lexus	IS250 PAB (Non-A)
5	2010 - 2010	Lexus	IS250C PAB (A)
5	2010 - 2010	Lexus	IS350 PAB (A)
5	2006 - 2008	Lexus	IS350 PAB (Non-A)
5	2010 - 2010	Lexus	IS350C PAB (A)
5	2007 - 2009	Lincoln	MKX PAB (A)
5	2006 - 2009	Lincoln	Zephyr/MKZ PAB (A)
5	2007 - 2009	Mazda	B-Series PAB (A)
5	2007 - 2009	Mazda	CX7 PAB (A)
5	2007 - 2009	Mazda	CX9 PAB (A)
5	2009 - 2009	Mazda	Mazda6 PAB (A)
5	2003 - 2008	Mazda	Mazda6 PAB (Non-A)
5	2006 - 2007	Mazda	Mazdaspeed6 PAB (Non-A)
5	2004 - 2006	Mazda	MPV PAB (A)
5	2009 - 2009	Mazda	RX8 PAB (A)
5	2004 - 2008	Mazda	RX8 PAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
5	2010 - 2011	Mercedes-Benz	C-Class DAB (A)
5	2005 - 2009	Mercedes-Benz	C-Class DAB (Non-A)
5	2010 - 2011	Mercedes-Benz	C-Class PAB (A)
5	2008 - 2008	Mercedes-Benz	C-Class PAB (Non-A)
5	2011 - 2011	Mercedes-Benz	E-Class Cabrio DAB (A)
5	2011 - 2011	Mercedes-Benz	E-Class Cabrio PAB (A)
5	2010 - 2011	Mercedes-Benz	E-Class Coupe DAB (A)
5	2010 - 2011	Mercedes-Benz	E-Class Coupe PAB (A)
5	2010 - 2011	Mercedes-Benz	E-Class DAB (A)
5	2010 - 2012	Mercedes-Benz	GL-Class DAB (A)
5	2009 - 2009	Mercedes-Benz	GL-Class DAB (Non-A)
5	2010 - 2012	Mercedes-Benz	GLK Class DAB (A)
5	2010 - 2011	Mercedes-Benz	GLK Class PAB (A)
5	2010 - 2011	Mercedes-Benz	ML-Class DAB (A)
5	2009 - 2009	Mercedes-Benz	ML-Class DAB (Non-A)
5	2010 - 2012	Mercedes-Benz	R-Class DAB (A)
5	2009 - 2009	Mercedes-Benz	R-Class DAB (Non-A)
5	2007 - 2008	Mercedes-Benz	SLK-Class DAB (Non-A)
5	2011 - 2014	Mercedes-Benz	SLS-Class DAB (A)
5	2011 - 2011	Mercedes-Benz	SLS-Class DAB (Non-A)
5	2011 - 2011	Mercedes-Benz	SLS-Class PAB (A)
5	2010 - 2012	Mercedes-Benz	Sprinter DAB (A)
5	2010 - 2012	Mercedes-Benz	Sprinter DAB (Non-A)
5	2010 - 2011	Mercedes-Benz	Sprinter PAB (A)
5	2010 - 2011	Mercedes-Benz	Sprinter PAB (Non-A)
5	2006 - 2009	Mercury	Milan PAB (A)
5	2006 - 2007	Mitsubishi	Lancer PAB (Non-A)
5	2006 - 2009	Mitsubishi	Raider PAB (Non-A)
5	2010 - 2011	Nissan	Versa Hatchback PAB (A)
5	2007 - 2008	Nissan	Versa Hatchback PAB (Non-A)
5	2010 - 2011	Nissan	Versa Sedan PAB (A)
5	2007 - 2008	Nissan	Versa Sedan PAB (Non-A)
5	2010 - 2010	Pontiac	Vibe PAB (A)
5	2006 - 2006	Saab	9-2X PAB (A)
5	2006 - 2009	Saab	9-3 DAB (Non-A)
5	2006 - 2009	Saab	9-5 DAB (Non-A)
5	2008 - 2009	Saturn	Astra DAB (Non-A)
5	2010 - 2010	Scion	xB PAB (A)
5	2008 - 2008	Scion	xB PAB (Non-A)
5	2006 - 2006	Subaru	Baja PAB (A)
5	2003 - 2005	Subaru	Baja PAB (Non-A)
5	2009 - 2009	Subaru	Forester PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
5	2006 - 2009	Subaru	Impreza PAB (A)
5	2009 - 2009	Subaru	Legacy PAB (A)
5	2003 - 2004	Subaru	Legacy PAB (Non-A)
5	2009 - 2009	Subaru	Outback PAB (A)
5	2003 - 2004	Subaru	Outback PAB (Non-A)
5	2006 - 2009	Subaru	Tribeca PAB (A)
5	2010 - 2010	Toyota	4Runner PAB (A)
5	2010 - 2010	Toyota	Corolla Matrix PAB (A)
5	2010 - 2010	Toyota	Corolla PAB (A)
5	2010 - 2010	Toyota	Yaris HB PAB (A)
5	2007 - 2008	Toyota	Yaris HB PAB (Non-A)
5	2010 - 2010	Toyota	Yaris PAB (A)
5	2007 - 2008	Toyota	Yaris PAB (Non-A)
5	2010 - 2014	Volkswagen	CC DAB (A)
5	2009 - 2009	Volkswagen	CC DAB (Non-A)
5	2010 - 2014	Volkswagen	Eos DAB (A)
5	2010 - 2014	Volkswagen	Golf DAB (A)
5	2013 - 2013	Volkswagen	Golf R DAB (A)
5	2010 - 2013	Volkswagen	GTI DAB (A)
5	2012 - 2014	Volkswagen	Passat DAB (A)
5	2010 - 2010	Volkswagen	Passat Sedan DAB (A)
5	2006 - 2009	Volkswagen	Passat Sedan DAB (Non-A)
5	2010 - 2010	Volkswagen	Passat Wagon DAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
6	2013 - 2016	Acura	ILX DAB (Non-A)
6	2013 - 2014	Acura	ILX HYBRID DAB (Non-A)
6	2010 - 2016	Acura	RDX DAB (Non-A)
6	2012 - 2012	Acura	RL DAB (Non-A)
6	2010 - 2014	Acura	TL DAB (Non-A)
6	2010 - 2011	Acura	TSX PAB (Non-A)
6	2012 - 2013	Acura	ZDX DAB (Non-A)
6	2010 - 2013	Audi	A3 DAB (Non-A)
6	2005 - 2008	Audi	A4 Avant PAB (Non-A)
6	2007 - 2008	Audi	A4 Cabriolet PAB (Non-A)
6	2005 - 2008	Audi	A4 Sedan PAB (Non-A)
6	2010 - 2012	Audi	A5 Cabriolet DAB (Non-A)
6	2010 - 2011	Audi	A6 Avant PAB (A)
6	2006 - 2008	Audi	A6 Avant PAB (Non-A)
6	2010 - 2011	Audi	A6 Sedan PAB (A)
6	2005 - 2008	Audi	A6 Sedan PAB (Non-A)
6	2010 - 2012	Audi	Audi Q5 DAB (Non-A)
6	2008 - 2008	Audi	RS 4 Cabriolet PAB (Non-A)
6	2007 - 2008	Audi	RS 4 Sedan PAB (Non-A)
6	2005 - 2008	Audi	S4 Avant PAB (Non-A)
6	2007 - 2008	Audi	S4 Cabriolet PAB (Non-A)
6	2005 - 2008	Audi	S4 Sedan PAB (Non-A)
6	2010 - 2012	Audi	S5 Cabriolet DAB (Non-A)
6	2010 - 2011	Audi	S6 Sedan PAB (A)
6	2007 - 2008	Audi	S6 Sedan PAB (Non-A)
6	2010 - 2013	BMW	1 Series DAB (Non-A)
6	2010 - 2013	BMW	3 Series DAB (Non-A)
6	2013 - 2015	BMW	X1 DAB (Non-A)
6	2010 - 2010	BMW	X3 DAB (Non-A)
6	2012 - 2013	BMW	X5 DAB (A)
6	2010 - 2013	BMW	X5 DAB (Non-A)
6	2012 - 2014	BMW	X6 DAB (A)
6	2010 - 2014	BMW	X6 DAB (Non-A)
6	2010 - 2011	BMW	X6 Hybrid DAB (Non-A)
6	2007 - 2011	Cadillac	Escalade ESV PAB (A)
6	2007 - 2008	Cadillac	Escalade ESV PAB (Non-A)
6	2007 - 2011	Cadillac	Escalade EXT PAB (A)
6	2007 - 2008	Cadillac	Escalade EXT PAB (Non-A)
6	2007 - 2011	Cadillac	Escalade PAB (A)
6	2007 - 2008	Cadillac	Escalade PAB (Non-A)
6	2007 - 2011	Chevrolet	Avalanche PAB (A)
6	2007 - 2008	Chevrolet	Avalanche PAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
6	2009 - 2011	Chevrolet	Silverado HD PAB (A)
6	2007 - 2011	Chevrolet	Silverado LD PAB (A)
6	2007 - 2008	Chevrolet	Silverado LD PAB (Non-A)
6	2007 - 2011	Chevrolet	Suburban PAB (A)
6	2007 - 2008	Chevrolet	Suburban PAB (Non-A)
6	2007 - 2011	Chevrolet	Tahoe PAB (A)
6	2007 - 2008	Chevrolet	Tahoe PAB (Non-A)
6	2010 - 2011	Ferrari	458 Italia PAB (Non-A)
6	2009 - 2011	Ferrari	California PAB (Non-A)
6	2010 - 2010	Ford	Edge PAB (A)
6	2007 - 2008	Ford	Edge PAB (Non-A)
6	2010 - 2011	Ford	Fusion PAB (A)
6	2006 - 2008	Ford	Fusion PAB (Non-A)
6	2010 - 2011	Ford	Ranger PAB (A)
6	2007 - 2008	Ford	Ranger PAB (Non-A)
6	2013 - 2014	Freightliner	Sprinter DAB (A)
6	2013 - 2014	Freightliner	Sprinter DAB (Non-A)
6	2009 - 2011	GMC	Sierra HD PAB (A)
6	2007 - 2011	GMC	Sierra LD PAB (A)
6	2007 - 2008	GMC	Sierra LD PAB (Non-A)
6	2007 - 2011	GMC	Yukon PAB (A)
6	2007 - 2008	GMC	Yukon PAB (Non-A)
6	2007 - 2011	GMC	Yukon XL PAB (A)
6	2007 - 2008	GMC	Yukon XL PAB (Non-A)
6	2010 - 2011	Honda	ACCORD PAB (Non-A)
6	2010 - 2011	Honda	CIVIC HYBRID PAB (Non-A)
6	2010 - 2011	Honda	CIVIC NGV PAB (Non-A)
6	2010 - 2011	Honda	CIVIC PAB (Non-A)
6	2010 - 2011	Honda	CROSSTOUR PAB (Non-A)
6	2011 - 2015	Honda	CR-Z DAB (Non-A)
6	2012 - 2013	Honda	FIT DAB (Non-A)
6	2013 - 2014	Honda	FIT EV DAB (Non-A)
6	2012 - 2014	Honda	INSIGHT DAB (Non-A)
6	2010 - 2011	Honda	PILOT PAB (Non-A)
6	2012 - 2014	Honda	RIDGELINE DAB (Non-A)
6	2006 - 2008	Infiniti	FX PAB (A)
6	2003 - 2008	Infiniti	FX PAB (Non-A)
6	2003 - 2004	Infiniti	I35 PAB (Non-A)
6	2006 - 2010	Infiniti	M PAB (A)
6	2006 - 2008	Infiniti	M PAB (Non-A)
6	2011 - 2011	Jaguar	XF PAB (A)
6	2011 - 2011	Land Rover	Range Rover PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
6	2011 - 2011	Lexus	ES350 PAB (A)
6	2011 - 2011	Lexus	GX460 PAB (A)
6	2011 - 2011	Lexus	IS F PAB (A)
6	2011 - 2011	Lexus	IS250 PAB (A)
6	2011 - 2011	Lexus	IS250C PAB (A)
6	2011 - 2011	Lexus	IS350 PAB (A)
6	2011 - 2011	Lexus	IS350C PAB (A)
6	2010 - 2010	Lincoln	MKX PAB (A)
6	2007 - 2008	Lincoln	MKX PAB (Non-A)
6	2010 - 2011	Lincoln	Zephyr/MKZ PAB (A)
6	2006 - 2008	Lincoln	Zephyr/MKZ PAB (Non-A)
6	2007 - 2008	Mazda	B-Series PAB (Non-A)
6	2010 - 2011	Mazda	CX7 PAB (A)
6	2007 - 2008	Mazda	CX7 PAB (Non-A)
6	2010 - 2011	Mazda	CX9 PAB (A)
6	2007 - 2008	Mazda	CX9 PAB (Non-A)
6	2010 - 2011	Mazda	Mazda6 PAB (A)
6	2004 - 2006	Mazda	MPV PAB (Non-A)
6	2010 - 2011	Mazda	RX8 PAB (A)
6	2010 - 2011	Mercedes-Benz	C-Class DAB (Non-A)
6	2011 - 2011	Mercedes-Benz	E-Class Cabrio DAB (A)
6	2010 - 2011	Mercedes-Benz	E-Class Coupe DAB (Non-A)
6	2010 - 2011	Mercedes-Benz	E-Class DAB (Non-A)
6	2010 - 2012	Mercedes-Benz	GL-Class DAB (Non-A)
6	2010 - 2012	Mercedes-Benz	GLK Class DAB (Non-A)
6	2010 - 2011	Mercedes-Benz	ML-Class DAB (Non-A)
6	2010 - 2012	Mercedes-Benz	R-Class DAB (Non-A)
6	2012 - 2014	Mercedes-Benz	SLS-Class DAB (Non-A)
6	2013 - 2014	Mercedes-Benz	Sprinter DAB (A)
6	2013 - 2014	Mercedes-Benz	Sprinter DAB (Non-A)
6	2010 - 2011	Mercury	Milan PAB (A)
6	2006 - 2008	Mercury	Milan PAB (Non-A)
6	2006 - 2006	Saab	9-2X PAB (Non-A)
6	2010 - 2011	Saab	9-3 DAB (A)
6	2010 - 2011	Saab	9-3 DAB (Non-A)
6	2011 - 2011	Scion	xB PAB (A)
6	2003 - 2004, 2006	Subaru	Baja PAB (Non-A)
6	2010 - 2011	Subaru	Forester PAB (A)
6	2010 - 2011	Subaru	Impreza PAB (A)
6	2006 - 2008	Subaru	Impreza PAB (Non-A)
6	2010 - 2011	Subaru	Legacy PAB (A)
6	2003 - 2004	Subaru	Legacy PAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
6	2010 - 2011	Subaru	Outback PAB (A)
6	2003 - 2004	Subaru	Outback PAB (Non-A)
6	2010 - 2011	Subaru	Tribeca PAB (A)
6	2006 - 2008	Subaru	Tribeca PAB (Non-A)
6	2011 - 2011	Toyota	4Runner PAB (A)
6	2011 - 2011	Toyota	Corolla Matrix PAB (A)
6	2011 - 2011	Toyota	Corolla PAB (A)
6	2011 - 2011	Toyota	Sienna PAB (A)
6	2011 - 2011	Toyota	Yaris HB PAB (A)
6	2011 - 2011	Toyota	Yaris PAB (A)
6	2010 - 2014	Volkswagen	CC DAB (Non-A)
6	2010 - 2014	Volkswagen	Eos DAB (Non-A)
6	2010 - 2014	Volkswagen	Golf DAB (Non-A)
6	2011 - 2013	Volkswagen	GTI DAB (Non-A)
6	2012 - 2014	Volkswagen	Passat DAB (Non-A)
6	2010 - 2010	Volkswagen	Passat Sedan DAB (Non-A)
6	2006 - 2008	Volkswagen	Passat Wagon DAB (Non-A)
6	2010 - 2010	Volkswagen	Passat Wagon DAB (Non-A)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
7	2012 - 2012	Acura	RL PAB (A)
7	2012 - 2012	Acura	TSX PAB (A)
7	2012 - 2012	Acura	ZDX PAB (A)
7	2012 - 2012	BMW	X5 PAB (A)
7	2012 - 2012	BMW	X6 PAB (A)
7	2012 - 2012	Cadillac	Escalade ESV PAB (A)
7	2012 - 2012	Cadillac	Escalade EXT PAB (A)
7	2012 - 2012	Cadillac	Escalade PAB (A)
7	2012 - 2012	Chevrolet	Avalanche PAB (A)
7	2012 - 2012	Chevrolet	Silverado HD PAB (A)
7	2012 - 2012	Chevrolet	Silverado LD PAB (A)
7	2012 - 2012	Chevrolet	Suburban PAB (A)
7	2012 - 2012	Chevrolet	Tahoe PAB (A)
7	2012 - 2012	Ferrari	458 Italia PAB (A)
7	2012 - 2012	Ferrari	458 Spider PAB (A)
7	2012 - 2012	Ferrari	California PAB (A)
7	2012 - 2012	Ferrari	FF PAB (A)
7	2012 - 2012	Fisker	Karma PAB (A)
7	2012 - 2012	Ford	Fusion PAB (A)
7	2012 - 2012	Ford	Mustang PAB (A)
7	2012 - 2012	GMC	Sierra HD PAB (A)
7	2012 - 2012	GMC	Sierra LD PAB (A)
7	2012 - 2012	GMC	Yukon PAB (A)
7	2012 - 2012	GMC	Yukon XL PAB (A)
7	2012 - 2012	Honda	ACCORD PAB (A)
7	2012 - 2012	Honda	CROSSTOUR PAB (A)
7	2012 - 2012	Honda	FCX CLARITY PAB (A)
7	2012 - 2012	Honda	FIT PAB (A)
7	2012 - 2012	Honda	INSIGHT PAB (A)
7	2012 - 2012	Honda	PILOT PAB (A)
7	2012 - 2012	Honda	RIDGELINE PAB (A)
7	2012 - 2012	Jaguar	XF PAB (A)
7	2012 - 2012	Land Rover	Range Rover PAB (A)
7	2012 - 2012	Lexus	ES350 PAB (A)
7	2012 - 2012	Lexus	GX460 PAB (A)
7	2012 - 2012	Lexus	IS250/350 PAB (A)
7	2012 - 2012	Lexus	IS250C/350C PAB (A)
7	2012 - 2012	Lexus	IS-F PAB (A)
7	2012 - 2012	Lexus	LFA PAB (A)
7	2012 - 2012	Lincoln	Zephyr/MKZ PAB (A)
7	2012 - 2012	Mazda	CX7 PAB (A)
7	2012 - 2012	Mazda	CX9 PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
7	2012 - 2012	McLaren	MP4-12C PAB (A)
7	2011 - 2011	McLaren	P1TM PAB (A)
7	2012 - 2012	Mercedes-Benz	C-Class PAB (A)
7	2012 - 2012	Mercedes-Benz	E-Class Cabrio PAB (A)
7	2012 - 2012	Mercedes-Benz	E-Class Coupe PAB (A)
7	2012 - 2012	Mercedes-Benz	GLK Class PAB (A)
7	2012 - 2012	Mercedes-Benz	SLS-Class PAB (A)
7	2012, 2014	Mitsubishi	i-MiEV PAB (A)
7	2012 - 2012	Nissan	Versa PAB (A)
7	2012 - 2012	Scion	xB PAB (A)
7	2012 - 2012	Subaru	Forester PAB (A)
7	2012 - 2012	Subaru	Legacy PAB (A)
7	2012 - 2012	Subaru	Outback PAB (A)
7	2012 - 2012	Subaru	Tribeca PAB (A)
7	2012 - 2012	Subaru	WRX/STI PAB (A)
7	2012 - 2012	Tesla	Model S PAB (A)
7	2012 - 2012	Toyota	4Runner PAB (A)
7	2012 - 2012	Toyota	Corolla PAB (A)
7	2012 - 2012	Toyota	Matrix PAB (A)
7	2012 - 2012	Toyota	Sienna PAB (A)
7	2012 - 2012	Toyota	Yaris (Sedan) PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2006 - 2006	Acura	MDX PAB (C)
8	2009 - 2009	Acura	RL PAB (B)
8	2010 - 2010	Acura	RL PAB (B)
8	2006 - 2008	Acura	RL PAB (C)
8	2009 - 2009	Acura	RL PAB (C)
8	2009 - 2009	Acura	TSX PAB (B)
8	2005 - 2008	Audi	A4 Avant PAB (C)
8	2009 - 2009	Audi	A4 Cabriolet PAB (B)
8	2007 - 2008	Audi	A4 Cabriolet PAB (C)
8	2005 - 2008	Audi	A4 Sedan PAB (C)
8	2009 - 2009	Audi	A6 Avant PAB (B)
8	2006 - 2008	Audi	A6 Avant PAB (C)
8	2009 - 2009	Audi	A6 Sedan PAB (B)
8	2005 - 2008	Audi	A6 Sedan PAB (C)
8	2008 - 2008	Audi	RS 4 Cabriolet PAB (C)
8	2007 - 2008	Audi	RS 4 Sedan PAB (C)
8	2005 - 2008	Audi	S4 Avant PAB (C)
8	2009 - 2009	Audi	S4 Cabriolet PAB (B)
8	2007 - 2009	Audi	S4 Cabriolet PAB (C)
8	2005 - 2008	Audi	S4 Sedan PAB (C)
8	2009 - 2009	Audi	S6 Sedan PAB (B)
8	2007 - 2008	Audi	S6 Sedan PAB (C)
8	2009 - 2009	BMW	X5 PAB (B)
8	2007 - 2008	BMW	X5 PAB (C)
8	2009 - 2009	BMW	X6 PAB (B)
8	2008 - 2008	BMW	X6 PAB (C)
8	2009 - 2009	Cadillac	Escalade ESV PAB (B)
8	2007 - 2008	Cadillac	Escalade ESV PAB (C)
8	2009 - 2009	Cadillac	Escalade EXT PAB (B)
8	2007 - 2008	Cadillac	Escalade EXT PAB (C)
8	2009 - 2009	Cadillac	Escalade PAB (B)
8	2007 - 2008	Cadillac	Escalade PAB (C)
8	2009 - 2009	Chevrolet	Avalanche PAB (B)
8	2007 - 2008	Chevrolet	Avalanche PAB (C)
8	2009 - 2009	Chevrolet	Silverado HD PAB (B)
8	2009 - 2009	Chevrolet	Silverado LD PAB (B)
8	2007 - 2008	Chevrolet	Silverado LD PAB (C)
8	2009 - 2009	Chevrolet	Suburban PAB (B)
8	2007 - 2008	Chevrolet	Suburban PAB (C)
8	2009 - 2009	Chevrolet	Tahoe PAB (B)
8	2007 - 2008	Chevrolet	Tahoe PAB (C)
8	2012 - 2012	Ferrari	458 Italia PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2012 - 2012	Ferrari	458 Italia PAB (C)
8	2012 - 2012	Ferrari	458 Spider PAB (B)
8	2012 - 2012	Ferrari	458 Spider PAB (C)
8	2012 - 2012	Ferrari	California PAB (B)
8	2012 - 2012	Ferrari	California PAB (C)
8	2012 - 2012	Ferrari	FF PAB (B)
8	2012 - 2012	Ferrari	FF PAB (C)
8	2009 - 2009	Ford	Edge PAB (B)
8	2007 - 2008	Ford	Edge PAB (C)
8	2009 - 2009	Ford	Fusion PAB (B)
8	2006 - 2008	Ford	Fusion PAB (C)
8	2005 - 2006	Ford	GT PAB (C)
8	2009 - 2009	Ford	Mustang PAB (B)
8	2005 - 2008	Ford	Mustang PAB (C)
8	2009 - 2009	Ford	Ranger PAB (B)
8	2007 - 2008	Ford	Ranger PAB (C)
8	2009 - 2009	Freightliner	Sprinter PAB (B)
8	2007 - 2008	Freightliner	Sprinter PAB (C)
8	2009 - 2009	GMC	Sierra HD PAB (B)
8	2009 - 2009	GMC	Sierra LD PAB (B)
8	2007 - 2008	GMC	Sierra LD PAB (C)
8	2009 - 2009	GMC	Yukon PAB (B)
8	2007 - 2008	GMC	Yukon PAB (C)
8	2009 - 2009	GMC	Yukon XL PAB (B)
8	2007 - 2008	GMC	Yukon XL PAB (C)
8	2009 - 2009	Honda	ACCORD PAB (B)
8	2008 - 2008	Honda	ACCORD PAB (C)
8	2009 - 2009	Honda	CIVIC HYBRID PAB (B)
8	2006 - 2008	Honda	CIVIC HYBRID PAB (C)
8	2009 - 2009	Honda	CIVIC NGV PAB (B)
8	2006 - 2008	Honda	CIVIC NGV PAB (C)
8	2009 - 2009	Honda	CIVIC PAB (B)
8	2006 - 2008	Honda	CIVIC PAB (C)
8	2009 - 2009	Honda	CR-V PAB (B)
8	2006 - 2008	Honda	CR-V PAB (C)
8	2009 - 2009	Honda	ELEMENT PAB (B)
8	2005 - 2008	Honda	ELEMENT PAB (C)
8	2009 - 2009	Honda	FIT PAB (B)
8	2007 - 2008	Honda	FIT PAB (C)
8	2009 - 2009	Honda	PILOT PAB (B)
8	2006 - 2008	Honda	PILOT PAB (C)
8	2009 - 2009	Honda	RIDGELINE PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
8	2007 - 2008	Honda	RIDGELINE PAB (C)
8	2006 - 2008	Infiniti	FX PAB (C)
8	2009 - 2009	Infiniti	M PAB (B)
8	2008 - 2008	Infiniti	M PAB (C)
8	2009 - 2009	Jaguar	XF PAB (B)
8	2009 - 2009	Land Rover	Range Rover PAB (B)
8	2007 - 2008	Land Rover	Range Rover PAB (C)
8	2009 - 2009	Lexus	ES350 PAB (B)
8	2007 - 2008	Lexus	ES350 PAB (C)
8	2009 - 2009	Lexus	IS250/350 PAB (B)
8	2006 - 2008	Lexus	IS250/350 PAB (C)
8	2009 - 2009	Lexus	IS-F PAB (B)
8	2008 - 2008	Lexus	IS-F PAB (C)
8	2009 - 2009	Lincoln	MKX PAB (B)
8	2007 - 2008	Lincoln	MKX PAB (C)
8	2009 - 2009	Lincoln	Zephyr/MKZ PAB (B)
8	2006 - 2008	Lincoln	Zephyr/MKZ PAB (C)
8	2009 - 2009	Mazda	B-Series PAB (B)
8	2007 - 2008	Mazda	B-Series PAB (C)
8	2009 - 2009	Mazda	CX7 PAB (B)
8	2007 - 2008	Mazda	CX7 PAB (C)
8	2009 - 2009	Mazda	CX9 PAB (B)
8	2007 - 2008	Mazda	CX9 PAB (C)
8	2009 - 2009	Mazda	Mazda6 PAB (B)
8	2005 - 2006	Mazda	MPV PAB (C)
8	2009 - 2009	Mazda	RX8 PAB (B)
8	2012 - 2012	McLaren	MP4-12C PAB (B)
8	2012 - 2012	McLaren	MP4-12C PAB (C)
8	2008 - 2008	Mercedes-Benz	C-Class PAB (C)
8	2009 - 2009	Mercury	Milan PAB (B)
8	2006 - 2008	Mercury	Milan PAB (C)
8	2012, 2014	Mitsubishi	i-MiEV PAB (B)
8	2012, 2014	Mitsubishi	i-MiEV PAB (C)
8	2009 - 2009	Nissan	Versa PAB (B)
8	2008 - 2008	Nissan	Versa PAB (C)
8	2009 - 2009	Pontiac	Vibe PAB (B)
8	2006 - 2006	Saab	9-2x PAB (C)
8	2009 - 2009	Scion	xB PAB (B)
8	2008 - 2008	Scion	xB PAB (C)
8	2005 - 2006	Subaru	Baja PAB (C)
8	2009 - 2009	Subaru	Forester PAB (B)
8	2009 - 2009	Subaru	Impreza PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2006 - 2008	Subaru	Impreza PAB (C)
8	2009 - 2009	Subaru	Legacy PAB (B)
8	2009 - 2009	Subaru	Outback PAB (B)
8	2009 - 2009	Subaru	Tribeca PAB (B)
8	2006 - 2008	Subaru	Tribeca PAB (C)
8	2009 - 2009	Toyota	Corolla PAB (B)
8	2009 - 2009	Toyota	Matrix PAB (B)
8	2009 - 2009	Toyota	Yaris (Hatch Back) PAB (B)
8	2007 - 2008	Toyota	Yaris (Hatch Back) PAB (C)
8	2009 - 2009	Toyota	Yaris (Sedan) PAB (B)
8	2007 - 2008	Toyota	Yaris (Sedan) PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2011 - 2012	Acura	RL PAB (B)
9	2010 - 2012	Acura	RL PAB (C)
9	2013 - 2013	Acura	TSX PAB (A)
9	2014 - 2014	Acura	TSX PAB (A)
9	2010 - 2010	Acura	TSX PAB (B)
9	2011 - 2014	Acura	TSX PAB (B)
9	2009 - 2009	Acura	TSX PAB (C)
9	2013 - 2013	Acura	ZDX PAB (A)
9	2010 - 2010	Acura	ZDX PAB (B)
9	2009 - 2009	Audi	A4 Cabriolet PAB (C)
9	2010 - 2010	Audi	A6 Avant PAB (B)
9	2009 - 2009	Audi	A6 Avant PAB (C)
9	2010 - 2010	Audi	A6 Sedan PAB (B)
9	2009 - 2009	Audi	A6 Sedan PAB (C)
9	2010 - 2010	Audi	S6 Sedan PAB (B)
9	2009 - 2009	Audi	S6 Sedan PAB (C)
9	2013 - 2013	BMW	X5 PAB (A)
9	2010 - 2010	BMW	X5 PAB (B)
9	2009 - 2011	BMW	X5 PAB (C)
9	2010 - 2010	BMW	X6 Hybrid PAB (B)
9	2013 - 2013	BMW	X6 PAB (A)
9	2010 - 2010	BMW	X6 PAB (B)
9	2009 - 2009	BMW	X6 PAB (C)
9	2013 - 2013	Cadillac	Escalade ESV PAB (A)
9	2010 - 2010	Cadillac	Escalade ESV PAB (B)
9	2009 - 2009	Cadillac	Escalade ESV PAB (C)
9	2013 - 2013	Cadillac	Escalade EXT PAB (A)
9	2010 - 2010	Cadillac	Escalade EXT PAB (B)
9	2009 - 2009	Cadillac	Escalade EXT PAB (C)
9	2013 - 2013	Cadillac	Escalade PAB (A)
9	2010 - 2010	Cadillac	Escalade PAB (B)
9	2009 - 2009	Cadillac	Escalade PAB (C)
9	2013 - 2013	Chevrolet	Avalanche PAB (A)
9	2010 - 2010	Chevrolet	Avalanche PAB (B)
9	2009 - 2009	Chevrolet	Avalanche PAB (C)
9	2013 - 2013	Chevrolet	Silverado HD PAB (A)
9	2010 - 2010	Chevrolet	Silverado HD PAB (B)
9	2009 - 2009	Chevrolet	Silverado HD PAB (C)
9	2013 - 2013	Chevrolet	Silverado LD PAB (A)
9	2010 - 2010	Chevrolet	Silverado LD PAB (B)
9	2009 - 2009	Chevrolet	Silverado LD PAB (C)
9	2013 - 2013	Chevrolet	Suburban PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2010 - 2010	Chevrolet	Suburban PAB (B)
9	2009 - 2009	Chevrolet	Suburban PAB (C)
9	2013 - 2013	Chevrolet	Tahoe PAB (A)
9	2010 - 2010	Chevrolet	Tahoe PAB (B)
9	2009 - 2009	Chevrolet	Tahoe PAB (C)
9	2013 - 2013	Chrysler	300 PAB (A)
9	2010 - 2010	Chrysler	300 PAB (B)
9	2009 - 2009	Chrysler	300 PAB (C)
9	2009 - 2009	Chrysler	Aspen PAB (C)
9	2013 - 2013	Dodge	Challenger PAB (A)
9	2010 - 2010	Dodge	Challenger PAB (B)
9	2009 - 2009	Dodge	Challenger PAB (C)
9	2013 - 2013	Dodge	Charger PAB (A)
9	2010 - 2010	Dodge	Charger PAB (B)
9	2009 - 2009	Dodge	Charger PAB (C)
9	2010 - 2010	Dodge	Dakota PAB (B)
9	2009 - 2009	Dodge	Dakota PAB (C)
9	2009 - 2009	Dodge	Durango PAB (C)
9	2009 - 2009	Dodge	Ram 2500 Pickup PAB (C)
9	2010 - 2010	Dodge	Ram 3500 Cab Chassis PAB (B)
9	2009 - 2009	Dodge	Ram 3500 Cab Chassis PAB (C)
9	2009 - 2009	Dodge	Ram 3500 Pickup PAB (C)
9	2010 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (B)
9	2009 - 2009	Dodge	Ram 4500/5500 Cab Chassis PAB (C)
9	2013 - 2013	Ferrari	458 Italia PAB (A)
9	2013 - 2013	Ferrari	458 Italia PAB (B)
9	2013 - 2013	Ferrari	458 Italia PAB (C)
9	2013 - 2013	Ferrari	458 Spider PAB (A)
9	2013 - 2013	Ferrari	458 Spider PAB (B)
9	2013 - 2013	Ferrari	458 Spider PAB (C)
9	2013 - 2013	Ferrari	California PAB (A)
9	2013 - 2013	Ferrari	California PAB (B)
9	2013 - 2013	Ferrari	California PAB (C)
9	2013 - 2013	Ferrari	F12 PAB (A)
9	2013 - 2013	Ferrari	F12 PAB (B)
9	2013 - 2013	Ferrari	F12 PAB (C)
9	2013 - 2013	Ferrari	FF PAB (A)
9	2013 - 2013	Ferrari	FF PAB (B)
9	2013 - 2013	Ferrari	FF PAB (C)
9	2010 - 2010	Ford	Edge PAB (B)
9	2009 - 2009	Ford	Edge PAB (C)
9	2010 - 2010	Ford	Fusion PAB (B)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2009 - 2009	Ford	Fusion PAB (C)
9	2013 - 2013	Ford	Mustang PAB (A)
9	2010 - 2010	Ford	Mustang PAB (B)
9	2009 - 2009	Ford	Mustang PAB (C)
9	2010 - 2010	Ford	Ranger PAB (B)
9	2009 - 2009	Ford	Ranger PAB (C)
9	2010 - 2010	Freightliner	Sprinter PAB (B)
9	2009 - 2009	Freightliner	Sprinter PAB (C)
9	2013 - 2013	GMC	Sierra HD PAB (A)
9	2010 - 2010	GMC	Sierra HD PAB (B)
9	2009 - 2009	GMC	Sierra HD PAB (C)
9	2013 - 2013	GMC	Sierra LD PAB (A)
9	2010 - 2010	GMC	Sierra LD PAB (B)
9	2009 - 2009	GMC	Sierra LD PAB (C)
9	2013 - 2013	GMC	Yukon PAB (A)
9	2010 - 2010	GMC	Yukon PAB (B)
9	2009 - 2009	GMC	Yukon PAB (C)
9	2013 - 2013	GMC	Yukon XL PAB (A)
9	2010 - 2010	GMC	Yukon XL PAB (B)
9	2009 - 2009	GMC	Yukon XL PAB (C)
9	2010 - 2010	Honda	ACCORD PAB (B)
9	2009 - 2009	Honda	ACCORD PAB (C)
9	2010 - 2010	Honda	CIVIC HYBRID PAB (B)
9	2009 - 2009	Honda	CIVIC HYBRID PAB (C)
9	2010 - 2010	Honda	CIVIC NGV PAB (B)
9	2009 - 2009	Honda	CIVIC NGV PAB (C)
9	2010 - 2010	Honda	CIVIC PAB (B)
9	2009 - 2009	Honda	CIVIC PAB (C)
9	2013 - 2013	Honda	CROSSTOUR PAB (A)
9	2010 - 2010	Honda	CROSSTOUR PAB (B)
9	2010 - 2010	Honda	CR-V PAB (B)
9	2009 - 2009	Honda	CR-V PAB (C)
9	2010 - 2010	Honda	ELEMENT PAB (B)
9	2009 - 2009	Honda	ELEMENT PAB (C)
9	2013 - 2013	Honda	FCX CLARITY PAB (A)
9	2013 - 2013	Honda	FIT EV PAB (A)
9	2013 - 2013	Honda	FIT PAB (A)
9	2010 - 2010	Honda	FIT PAB (B)
9	2009 - 2009	Honda	FIT PAB (C)
9	2013 - 2013	Honda	INSIGHT PAB (A)
9	2010 - 2010	Honda	INSIGHT PAB (B)
9	2013 - 2013	Honda	PILOT PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2010 - 2010	Honda	PILOT PAB (B)
9	2009 - 2009	Honda	PILOT PAB (C)
9	2013 - 2013	Honda	RIDGELINE PAB (A)
9	2010 - 2010	Honda	RIDGELINE PAB (B)
9	2009 - 2009	Honda	RIDGELINE PAB (C)
9	2010 - 2010	Infiniti	M PAB (B)
9	2009 - 2009	Infiniti	M PAB (C)
9	2013 - 2013	Jaguar	XF PAB (A)
9	2010 - 2010	Jaguar	XF PAB (B)
9	2009 - 2009	Jaguar	XF PAB (C)
9	2013 - 2013	Jeep	Wrangler PAB (A)
9	2010 - 2010	Jeep	Wrangler PAB (B)
9	2009 - 2009	Jeep	Wrangler PAB (C)
9	2010 - 2010	Land Rover	Range Rover PAB (B)
9	2009 - 2009	Land Rover	Range Rover PAB (C)
9	2010 - 2010	Lexus	ES350 PAB (B)
9	2009 - 2009	Lexus	ES350 PAB (C)
9	2013 - 2013	Lexus	GX460 PAB (A)
9	2010 - 2010	Lexus	GX460 PAB (B)
9	2013 - 2013	Lexus	IS250/350 PAB (A)
9	2010 - 2010	Lexus	IS250/350 PAB (B)
9	2009 - 2009	Lexus	IS250/350 PAB (C)
9	2013 - 2013	Lexus	IS250C/350C PAB (A)
9	2010 - 2010	Lexus	IS250C/350C PAB (B)
9	2013 - 2013	Lexus	IS-F PAB (A)
9	2010 - 2010	Lexus	IS-F PAB (B)
9	2009 - 2009	Lexus	IS-F PAB (C)
9	2010 - 2010	Lincoln	MKX PAB (B)
9	2009 - 2009	Lincoln	MKX PAB (C)
9	2010 - 2010	Lincoln	Zephyr/MKZ PAB (B)
9	2009 - 2009	Lincoln	Zephyr/MKZ PAB (C)
9	2009 - 2009	Mazda	B-Series PAB (C)
9	2010 - 2010	Mazda	CX7 PAB (B)
9	2009 - 2009	Mazda	CX7 PAB (C)
9	2013 - 2013	Mazda	CX9 PAB (A)
9	2010 - 2010	Mazda	CX9 PAB (B)
9	2009 - 2009	Mazda	CX9 PAB (C)
9	2010 - 2010	Mazda	Mazda6 PAB (B)
9	2009 - 2009	Mazda	Mazda6 PAB (C)
9	2010 - 2010	Mazda	RX8 PAB (B)
9	2009 - 2009	Mazda	RX8 PAB (C)
9	2013 - 2013	McLaren	MP4-12C PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2013 - 2013	McLaren	MP4-12C PAB (B)
9	2013 - 2013	McLaren	MP4-12C PAB (C)
9	2013 - 2013	McLaren	P1TM PAB (A)
9	2013 - 2013	Mercedes-Benz	C-Class PAB (A)
9	2010 - 2010	Mercedes-Benz	C-Class PAB (B)
9	2009 - 2009	Mercedes-Benz	C-Class PAB (C)
9	2013 - 2013	Mercedes-Benz	E-Class Cabrio PAB (A)
9	2013 - 2013	Mercedes-Benz	E-Class Coupe PAB (A)
9	2010 - 2010	Mercedes-Benz	E-Class Coupe PAB (B)
9	2013 - 2013	Mercedes-Benz	GLK Class PAB (A)
9	2010 - 2010	Mercedes-Benz	GLK Class PAB (B)
9	2013 - 2013	Mercedes-Benz	SLS-Class PAB (A)
9	2010 - 2010	Mercedes-Benz	Sprinter PAB (B)
9	2010 - 2010	Mercury	Milan PAB (B)
9	2009 - 2009	Mercury	Milan PAB (C)
9	2009 - 2009	Mitsubishi	Raider PAB (C)
9	2010 - 2010	Nissan	Versa PAB (B)
9	2009 - 2009	Nissan	Versa PAB (C)
9	2010 - 2010	Pontiac	Vibe PAB (B)
9	2009 - 2009	Pontiac	Vibe PAB (C)
9	2013 - 2013	Scion	xB PAB (A)
9	2010 - 2010	Scion	xB PAB (B)
9	2009 - 2009	Scion	xB PAB (C)
9	2013 - 2013	Subaru	Forester PAB (A)
9	2010 - 2010	Subaru	Forester PAB (B)
9	2009 - 2009	Subaru	Forester PAB (C)
9	2010 - 2010	Subaru	Impreza PAB (B)
9	2009 - 2009	Subaru	Impreza PAB (C)
9	2013 - 2013	Subaru	Legacy PAB (A)
9	2010 - 2010	Subaru	Legacy PAB (B)
9	2009 - 2009	Subaru	Legacy PAB (C)
9	2013 - 2013	Subaru	Outback PAB (A)
9	2010 - 2010	Subaru	Outback PAB (B)
9	2009 - 2009	Subaru	Outback PAB (C)
9	2013 - 2013	Subaru	Tribeca PAB (A)
9	2010 - 2010	Subaru	Tribeca PAB (B)
9	2009 - 2009	Subaru	Tribeca PAB (C)
9	2013 - 2013	Subaru	WRX/STI PAB (A)
9	2013 - 2013	Tesla	Model S PAB (A)
9	2013 - 2013	Toyota	4Runner PAB (A)
9	2010 - 2010	Toyota	4Runner PAB (B)
9	2013 - 2013	Toyota	Corolla PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2010 - 2010	Toyota	Corolla PAB (B)
9	2009 - 2009	Toyota	Corolla PAB (C)
9	2013 - 2013	Toyota	Matrix PAB (A)
9	2010 - 2010	Toyota	Matrix PAB (B)
9	2009 - 2009	Toyota	Matrix PAB (C)
9	2013 - 2013	Toyota	Sienna PAB (A)
9	2010 - 2010	Toyota	Yaris (Hatch Back) PAB (B)
9	2009 - 2009	Toyota	Yaris (Hatch Back) PAB (C)
9	2010 - 2010	Toyota	Yaris (Sedan) PAB (B)
9	2009 - 2009	Toyota	Yaris (Sedan) PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2010 - 2014	Acura	TSX PAB (C)
10	2011 - 2013	Acura	ZDX PAB (B)
10	2010 - 2013	Acura	ZDX PAB (C)
10	2011 - 2011	Audi	A6 Avant PAB (B)
10	2010 - 2011	Audi	A6 Avant PAB (C)
10	2011 - 2011	Audi	A6 Sedan PAB (B)
10	2010 - 2011	Audi	A6 Sedan PAB (C)
10	2017 - 2017	Audi	R8 DAB (A)
10	2017 - 2017	Audi	R8 DAB (B)
10	2017 - 2017	Audi	R8 DAB (C)
10	2011 - 2011	Audi	S6 Sedan PAB (B)
10	2010 - 2011	Audi	S6 Sedan PAB (C)
10	2016 - 2017	Audi	TT DAB (A)
10	2016 - 2017	Audi	TT DAB (B)
10	2016 - 2017	Audi	TT DAB (C)
10	2015 - 2015	BMW	X1 DAB (A)
10	2015 - 2015	BMW	X1 DAB (B)
10	2015 - 2015	BMW	X1 DAB (C)
10	2011 - 2013	BMW	X5 PAB (B)
10	2012 - 2013	BMW	X5 PAB (C)
10	2011 - 2011	BMW	X6 Hybrid PAB (B)
10	2010 - 2011	BMW	X6 Hybrid PAB (C)
10	2014 - 2014	BMW	X6 PAB (A)
10	2011 - 2014	BMW	X6 PAB (B)
10	2010 - 2014	BMW	X6 PAB (C)
10	2014 - 2014	Cadillac	Escalade ESV PAB (A)
10	2011 - 2014	Cadillac	Escalade ESV PAB (B)
10	2010 - 2014	Cadillac	Escalade ESV PAB (C)
10	2011 - 2013	Cadillac	Escalade EXT PAB (B)
10	2010 - 2013	Cadillac	Escalade EXT PAB (C)
10	2014 - 2014	Cadillac	Escalade PAB (A)
10	2011 - 2014	Cadillac	Escalade PAB (B)
10	2010 - 2014	Cadillac	Escalade PAB (C)
10	2011 - 2013	Chevrolet	Avalanche PAB (B)
10	2010 - 2013	Chevrolet	Avalanche PAB (C)
10	2014 - 2014	Chevrolet	Silverado HD PAB (A)
10	2011 - 2014	Chevrolet	Silverado HD PAB (B)
10	2010 - 2014	Chevrolet	Silverado HD PAB (C)
10	2011 - 2013	Chevrolet	Silverado LD PAB (B)
10	2010 - 2013	Chevrolet	Silverado LD PAB (C)
10	2014 - 2014	Chevrolet	Suburban PAB (A)
10	2011 - 2014	Chevrolet	Suburban PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2010 - 2014	Chevrolet	Suburban PAB (C)
10	2014 - 2014	Chevrolet	Tahoe PAB (A)
10	2011 - 2014	Chevrolet	Tahoe PAB (B)
10	2010 - 2014	Chevrolet	Tahoe PAB (C)
10	2014 - 2015	Chrysler	300 PAB (A)
10	2011 - 2015	Chrysler	300 PAB (B)
10	2010 - 2015	Chrysler	300 PAB (C)
10	2014 - 2014	Dodge	Challenger PAB (A)
10	2011 - 2014	Dodge	Challenger PAB (B)
10	2010 - 2014	Dodge	Challenger PAB (C)
10	2014 - 2015	Dodge	Charger PAB (A)
10	2011 - 2015	Dodge	Charger PAB (B)
10	2010 - 2015	Dodge	Charger PAB (C)
10	2011 - 2011	Dodge	Dakota PAB (B)
10	2010 - 2011	Dodge	Dakota PAB (C)
10	2010 - 2010	Dodge	Ram 3500 Cab Chassis PAB (C)
10	2010 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (C)
10	2014 - 2015	Ferrari	458 Italia PAB (A)
10	2014 - 2015	Ferrari	458 Italia PAB (B)
10	2014 - 2015	Ferrari	458 Italia PAB (C)
10	2015 - 2015	Ferrari	458 Speciale A PAB (A)
10	2015 - 2015	Ferrari	458 Speciale A PAB (B)
10	2015 - 2015	Ferrari	458 Speciale A PAB (C)
10	2014 - 2015	Ferrari	458 Speciale PAB (A)
10	2014 - 2015	Ferrari	458 Speciale PAB (B)
10	2014 - 2015	Ferrari	458 Speciale PAB (C)
10	2014 - 2015	Ferrari	458 Spider PAB (A)
10	2014 - 2015	Ferrari	458 Spider PAB (B)
10	2014 - 2015	Ferrari	458 Spider PAB (C)
10	2016 - 2017	Ferrari	488 GTB PAB (A)
10	2016 - 2017	Ferrari	488 GTB PAB (B)
10	2016 - 2017	Ferrari	488 GTB PAB (C)
10	2016 - 2017	Ferrari	488 Spider PAB (A)
10	2016 - 2017	Ferrari	488 Spider PAB (B)
10	2016 - 2017	Ferrari	488 Spider PAB (C)
10	2014 - 2014	Ferrari	California PAB (A)
10	2014 - 2014	Ferrari	California PAB (B)
10	2014 - 2014	Ferrari	California PAB (C)
10	2015 - 2017	Ferrari	California T PAB (A)
10	2015 - 2017	Ferrari	California T PAB (B)
10	2015 - 2017	Ferrari	California T PAB (C)
10	2014 - 2017	Ferrari	F12 PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2014 - 2017	Ferrari	F12 PAB (B)
10	2014 - 2017	Ferrari	F12 PAB (C)
10	2016 - 2017	Ferrari	F12 tdf PAB (A)
10	2016 - 2017	Ferrari	F12 tdf PAB (B)
10	2016 - 2017	Ferrari	F12 tdf PAB (C)
10	2016 - 2016	Ferrari	F60 PAB (A)
10	2016 - 2016	Ferrari	F60 PAB (B)
10	2016 - 2016	Ferrari	F60 PAB (C)
10	2014 - 2016	Ferrari	FF PAB (A)
10	2014 - 2016	Ferrari	FF PAB (B)
10	2014 - 2016	Ferrari	FF PAB (C)
10	2017 - 2017	Ferrari	GTC4Lusso PAB (A)
10	2017 - 2017	Ferrari	GTC4Lusso PAB (B)
10	2017 - 2017	Ferrari	GTC4Lusso PAB (C)
10	2012 - 2012	Fisker	Karma PAB (B)
10	2012 - 2012	Fisker	Karma PAB (C)
10	2010 - 2010	Ford	Edge PAB (C)
10	2011 - 2012	Ford	Fusion PAB (B)
10	2010 - 2012	Ford	Fusion PAB (C)
10	2014 - 2014	Ford	Mustang PAB (A)
10	2011 - 2014	Ford	Mustang PAB (B)
10	2010 - 2014	Ford	Mustang PAB (C)
10	2011 - 2011	Ford	Ranger PAB (B)
10	2010 - 2011	Ford	Ranger PAB (C)
10	2015 - 2017	Freightliner	Sprinter DAB (A)
10	2015 - 2017	Freightliner	Sprinter DAB (B)
10	2015 - 2017	Freightliner	Sprinter DAB (C)
10	2011 - 2011	Freightliner	Sprinter PAB (B)
10	2010 - 2011	Freightliner	Sprinter PAB (C)
10	2014 - 2014	GMC	Sierra HD PAB (A)
10	2011 - 2014	GMC	Sierra HD PAB (B)
10	2010 - 2014	GMC	Sierra HD PAB (C)
10	2011 - 2013	GMC	Sierra LD PAB (B)
10	2010 - 2013	GMC	Sierra LD PAB (C)
10	2014 - 2014	GMC	Yukon PAB (A)
10	2011 - 2014	GMC	Yukon PAB (B)
10	2010 - 2014	GMC	Yukon PAB (C)
10	2014 - 2014	GMC	Yukon XL PAB (A)
10	2011 - 2014	GMC	Yukon XL PAB (B)
10	2010 - 2014	GMC	Yukon XL PAB (C)
10	2011 - 2012	Honda	ACCORD PAB (B)
10	2010 - 2012	Honda	ACCORD PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2011 - 2011	Honda	CIVIC HYBRID PAB (B)
10	2010 - 2011	Honda	CIVIC HYBRID PAB (C)
10	2011 - 2011	Honda	CIVIC NGV PAB (B)
10	2010 - 2011	Honda	CIVIC NGV PAB (C)
10	2011 - 2011	Honda	CIVIC PAB (B)
10	2010 - 2011	Honda	CIVIC PAB (C)
10	2014 - 2015	Honda	CROSSTOUR PAB (A)
10	2011 - 2015	Honda	CROSSTOUR PAB (B)
10	2010 - 2015	Honda	CROSSTOUR PAB (C)
10	2011 - 2011	Honda	CR-V PAB (B)
10	2010 - 2011	Honda	CR-V PAB (C)
10	2011 - 2011	Honda	ELEMENT PAB (B)
10	2010 - 2011	Honda	ELEMENT PAB (C)
10	2014 - 2014	Honda	FCX CLARITY PAB (A)
10	2014 - 2014	Honda	FIT EV PAB (A)
10	2011 - 2013	Honda	FIT PAB (B)
10	2010 - 2013	Honda	FIT PAB (C)
10	2014 - 2014	Honda	INSIGHT PAB (A)
10	2011 - 2014	Honda	INSIGHT PAB (B)
10	2010 - 2014	Honda	INSIGHT PAB (C)
10	2014 - 2015	Honda	PILOT PAB (A)
10	2011 - 2015	Honda	PILOT PAB (B)
10	2010 - 2015	Honda	PILOT PAB (C)
10	2014 - 2014	Honda	RIDGELINE PAB (A)
10	2011 - 2014	Honda	RIDGELINE PAB (B)
10	2010 - 2014	Honda	RIDGELINE PAB (C)
10	2010 - 2010	Infiniti	M PAB (C)
10	2014 - 2015	Jaguar	XF PAB (A)
10	2011 - 2015	Jaguar	XF PAB (B)
10	2010 - 2015	Jaguar	XF PAB (C)
10	2014 - 2016	Jeep	Wrangler PAB (A)
10	2011 - 2016	Jeep	Wrangler PAB (B)
10	2010 - 2016	Jeep	Wrangler PAB (C)
10	2011 - 2012	Land Rover	Range Rover PAB (B)
10	2010 - 2012	Land Rover	Range Rover PAB (C)
10	2011 - 2012	Lexus	ES350 PAB (B)
10	2010 - 2012	Lexus	ES350 PAB (C)
10	2014 - 2017	Lexus	GX460 PAB (A)
10	2011 - 2017	Lexus	GX460 PAB (B)
10	2010 - 2017	Lexus	GX460 PAB (C)
10	2011 - 2013	Lexus	IS250/350 PAB (B)
10	2010 - 2013	Lexus	IS250/350 PAB (C)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2014 - 2015	Lexus	IS250C/350C PAB (A)
10	2011 - 2015	Lexus	IS250C/350C PAB (B)
10	2010 - 2015	Lexus	IS250C/350C PAB (C)
10	2014 - 2014	Lexus	IS-F PAB (A)
10	2011 - 2014	Lexus	IS-F PAB (B)
10	2010 - 2014	Lexus	IS-F PAB (C)
10	2012 - 2012	Lexus	LFA PAB (B)
10	2012 - 2012	Lexus	LFA PAB (C)
10	2010 - 2010	Lincoln	MKX PAB (C)
10	2011 - 2012	Lincoln	Zephyr/MKZ PAB (B)
10	2010 - 2012	Lincoln	Zephyr/MKZ PAB (C)
10	2011 - 2012	Mazda	CX7 PAB (B)
10	2010 - 2012	Mazda	CX7 PAB (C)
10	2014 - 2015	Mazda	CX9 PAB (A)
10	2011 - 2015	Mazda	CX9 PAB (B)
10	2010 - 2015	Mazda	CX9 PAB (C)
10	2011 - 2011	Mazda	Mazda6 PAB (B)
10	2010 - 2011	Mazda	Mazda6 PAB (C)
10	2011 - 2011	Mazda	RX8 PAB (B)
10	2010 - 2011	Mazda	RX8 PAB (C)
10	2016 - 2017	McLaren	570 PAB (A)
10	2016 - 2017	McLaren	570 PAB (B)
10	2016 - 2017	McLaren	570 PAB (C)
10	2015 - 2016	McLaren	650S PAB (A)
10	2015 - 2016	McLaren	650S PAB (B)
10	2015 - 2016	McLaren	650S PAB (C)
10	2016 - 2016	McLaren	675LT PAB (A)
10	2016 - 2016	McLaren	675LT PAB (B)
10	2016 - 2016	McLaren	675LT PAB (C)
10	2014 - 2014	McLaren	MP4-12C PAB (A)
10	2014 - 2014	McLaren	MP4-12C PAB (B)
10	2014 - 2014	McLaren	MP4-12C PAB (C)
10	2014 - 2015	McLaren	P1TM PAB (A)
10	2014 - 2015	McLaren	P1TM PAB (B)
10	2014 - 2015	McLaren	P1TM PAB (C)
10	2014 - 2014	Mercedes-Benz	C-Class PAB (A)
10	2011 - 2014	Mercedes-Benz	C-Class PAB (B)
10	2010 - 2014	Mercedes-Benz	C-Class PAB (C)
10	2014 - 2017	Mercedes-Benz	E-Class Cabrio PAB (A)
10	2011 - 2017	Mercedes-Benz	E-Class Cabrio PAB (B)
10	2011 - 2017	Mercedes-Benz	E-Class Cabrio PAB (C)
10	2014 - 2017	Mercedes-Benz	E-Class Coupe PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2011 - 2017	Mercedes-Benz	E-Class Coupe PAB (B)
10	2010 - 2017	Mercedes-Benz	E-Class Coupe PAB (C)
10	2014 - 2015	Mercedes-Benz	GLK Class PAB (A)
10	2011 - 2015	Mercedes-Benz	GLK Class PAB (B)
10	2010 - 2015	Mercedes-Benz	GLK Class PAB (C)
10	2015 - 2015	Mercedes-Benz	SLS-Class DAB (A)
10	2015 - 2015	Mercedes-Benz	SLS-Class DAB (B)
10	2015 - 2015	Mercedes-Benz	SLS-Class DAB (C)
10	2014 - 2015	Mercedes-Benz	SLS-Class PAB (A)
10	2011 - 2015	Mercedes-Benz	SLS-Class PAB (B)
10	2011 - 2015	Mercedes-Benz	SLS-Class PAB (C)
10	2015 - 2017	Mercedes-Benz	Sprinter DAB (A)
10	2015 - 2017	Mercedes-Benz	Sprinter DAB (B)
10	2015 - 2017	Mercedes-Benz	Sprinter DAB (C)
10	2011 - 2011	Mercedes-Benz	Sprinter PAB (B)
10	2010 - 2011	Mercedes-Benz	Sprinter PAB (C)
10	2011 - 2011	Mercury	Milan PAB (B)
10	2010 - 2011	Mercury	Milan PAB (C)
10	2016 - 2017	Mitsubishi	i-MiEV PAB (A)
10	2016 - 2017	Mitsubishi	i-MiEV PAB (B)
10	2016 - 2017	Mitsubishi	i-MiEV PAB (C)
10	2011 - 2012	Nissan	Versa PAB (B)
10	2010 - 2012	Nissan	Versa PAB (C)
10	2010 - 2010	Pontiac	Vibe PAB (C)
10	2014 - 2015	Scion	xB PAB (A)
10	2011 - 2015	Scion	xB PAB (B)
10	2010 - 2015	Scion	xB PAB (C)
10	2011 - 2013	Subaru	Forester PAB (B)
10	2010 - 2013	Subaru	Forester PAB (C)
10	2011 - 2011	Subaru	Impreza PAB (B)
10	2010 - 2011	Subaru	Impreza PAB (C)
10	2014 - 2014	Subaru	Legacy PAB (A)
10	2011 - 2014	Subaru	Legacy PAB (B)
10	2010 - 2014	Subaru	Legacy PAB (C)
10	2014 - 2014	Subaru	Outback PAB (A)
10	2011 - 2014	Subaru	Outback PAB (B)
10	2010 - 2014	Subaru	Outback PAB (C)
10	2014 - 2014	Subaru	Tribeca PAB (A)
10	2011 - 2014	Subaru	Tribeca PAB (B)
10	2010 - 2014	Subaru	Tribeca PAB (C)
10	2014 - 2014	Subaru	WRX/STI PAB (A)
10	2012 - 2014	Subaru	WRX/STI PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2012 - 2014	Subaru	WRX/STI PAB (C)
10	2014 - 2016	Tesla	Model S PAB (A)
10	2012 - 2016	Tesla	Model S PAB (B)
10	2012 - 2016	Tesla	Model S PAB (C)
10	2014 - 2016	Toyota	4Runner PAB (A)
10	2011 - 2016	Toyota	4Runner PAB (B)
10	2010 - 2016	Toyota	4Runner PAB (C)
10	2011 - 2013	Toyota	Corolla PAB (B)
10	2010 - 2013	Toyota	Corolla PAB (C)
10	2011 - 2013	Toyota	Matrix PAB (B)
10	2010 - 2013	Toyota	Matrix PAB (C)
10	2014 - 2014	Toyota	Sienna PAB (A)
10	2011 - 2014	Toyota	Sienna PAB (B)
10	2011 - 2014	Toyota	Sienna PAB (C)
10	2011 - 2011	Toyota	Yaris (Hatch Back) PAB (B)
10	2010 - 2011	Toyota	Yaris (Hatch Back) PAB (C)
10	2011 - 2012	Toyota	Yaris (Sedan) PAB (B)
10	2010 - 2012	Toyota	Yaris (Sedan) PAB (C)
10	2016 - 2017	Volkswagen	CC DAB (A)
10	2016 - 2017	Volkswagen	CC DAB (A)
10	2016 - 2017	Volkswagen	CC DAB (A)
10	2016 - 2017	Volkswagen	CC DAB (B)
10	2016 - 2017	Volkswagen	CC DAB (B)
10	2016 - 2017	Volkswagen	CC DAB (B)
10	2016 - 2017	Volkswagen	CC DAB (C)
10	2016 - 2017	Volkswagen	CC DAB (C)
10	2016 - 2017	Volkswagen	CC DAB (C)

**END OF ANNEX**

## **EXHIBIT 4**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

EUGENNIE SINCLAIR, et al., individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

*Defendants.*

**[PROPOSED] FINAL JUDGMENT**

IT IS on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, HEREBY ADJUDGED  
AND DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 54(b) AND 58  
AS FOLLOWS:

(1) On this date, the Court entered a Final Order Approving Class Action Settlement  
(Dkt. No. \_\_); and

(2) For the reasons stated in the Court's Final Order Approving Class Action  
Settlement, judgment is entered in accordance with the Final Order Approving Class Action  
Settlement, and all claims asserted against Ford Motor Company in this Action are dismissed with  
prejudice, without costs to any party, except as otherwise provided in the Final Order Approving  
Class Action Settlement or in the Settlement Agreement.

**July 26, 2022 Draft – for Discussion Purposes Only**  
Confidential Settlement Negotiations  
Not Admissible in Any Proceeding  
Subject to Federal Rule of Evidence 408 and State Equivalents

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_\_ 2023.

---

FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

**EXHIBIT 5**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM**

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

EUGENNIE SINCLAIR, et al., individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

**[PROPOSED] FINAL ORDER APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

**WHEREAS**, the Court, having considered the Settlement Agreement filed on [REDACTED] (the “Settlement Agreement”) between and among the named Recycler Plaintiffs, through Settlement Class Counsel, and Defendant Ford Motor Company, the Court’s [REDACTED] Order Granting Preliminary Approval of the Class Settlement, Directing Notice to the Class, and Scheduling Fairness Hearing (Dkt. No. [REDACTED]) (the “Preliminary Approval Order”), having held a Fairness Hearing on [REDACTED], and having considered all of the submissions and arguments with respect to the Settlement Agreement, and otherwise being fully informed, and good cause appearing therefore (all capitalized terms as defined in the Settlement Agreement);

**IT IS HEREBY ORDERED AS FOLLOWS:**

1. This Final Order Approving Class Action Settlement incorporates herein and makes a part hereof, the Settlement Agreement and its exhibits, and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary



Approval Order shall have the same meanings for purposes of this Final Order and accompanying Final Judgment.

2. The Court has personal jurisdiction over all parties in the Action, including but not limited to all Class Members, and has subject matter jurisdiction over the Action, including jurisdiction to approve the Settlement Agreement, grant final certification of the Class, to settle and release all claims released in the Settlement Agreement, and dismiss the recycler/economic loss claims asserted against Ford in the Actions with prejudice and enter final judgment with respect to Ford in the Actions. Further, venue is proper in this Court.

### **I. THE SETTLEMENT CLASS**

3. Based on the record before the Court, including all submissions in support of the settlement, objections and responses thereto and all prior proceedings in the Action, as well as the Settlement Agreement itself and its related documents and exhibits, the Court hereby confirms the certification of the following nationwide Class (the “Class”) for settlement purposes only:

All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Ford, its officers, directors, employees and outside counsel; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; and Ford’s Dealers and their officers and directors; (b) Settlement Class Counsel, Recycler Plaintiffs’ counsel, and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

“Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or

recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.

4. The Court finds that only those persons/entities/organizations listed on Appendix B to this Final Order Approving Class Action Settlement have timely and properly excluded themselves from the Class and, therefore, are not bound by this Final Order Approving Class Action Settlement or the accompanying Final Judgment.

5. The Court confirms, for settlement purposes and conditioned upon the entry of the Final Order and Final Judgment and upon the occurrence of the Effective Date, that the Class meets all the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3):

a. *Numerosity.* The Class, which is ascertainable, consists of more than approximately 16,300 members located throughout the United States and satisfies the numerosity requirement of FED. R. CIV. P. 23(a)(1). Joinder of these widely dispersed, numerous Class Members into one suit would be impracticable.

b. *Commonality.* There are some questions of law or fact common to the Class with regard to the alleged activities of Ford in this case. These issues are sufficient to establish commonality under FED. R. CIV. P. 23(a)(2).

c. *Typicality.* The claims of class representatives are typical of the claims of the Class Members they seek to represent for purposes of settlement.

d. *Adequate Representation.* Recycler Plaintiffs' interests do not conflict with those of absent members of the Class, and Recycler Plaintiffs' interests are co-extensive with those of absent Class Members. Additionally, this Court recognizes the experience of Settlement Class Counsel. Recycler Plaintiffs and their counsel have prosecuted this action vigorously on behalf of the Class. The Court finds that the requirement of adequate representation of the Class has been fully met under FED. R. CIV. P. 23(a)(4).

e. *Predominance of Common Issues.* The questions of law or fact common to the Class Members predominate over any questions affecting any individual Class Member.

f. *Superiority of the Class Action Mechanism.* The class action mechanism provides a superior procedural vehicle for resolution of this matter compared to other available alternatives, at least for purposes of settlement. Class certification promotes efficiency and uniformity of judgment because the many Class Members will not be forced to separately pursue claims or execute settlements in various courts around the country.

6. The designated class representatives are as follows: Butler Auto Recycling, Inc.,; 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.; Quartno's Auto Salvage and Young's Auto Center and Salvage, LP. The Court finds that these Class Members have adequately represented the Class for purposes of entering into and implementing the Settlement Agreement. The Court appoints Podhurst Orseck, P.A. (Court-appointed Chair Lead Counsel); Boies, Schiller & Flexner L.L.P. and Power, Rogers and Smith, P.C. (Court-appointed Co-Lead Counsel for the Economic Loss Track); and Baron & Budd P.C., Carella Byrne Cecchi Olstein P.C., and Lief Cabraser Heimann & Bernstein, LLP (Court-appointed Plaintiffs' Steering Committee) on behalf of the Recycler Plaintiffs in the *Takata* MDL as Settlement Class Counsel.

7. In making all of the foregoing findings, the Court has exercised its discretion in certifying the Class.

## II. NOTICE AND OUTREACH TO CLASS MEMBERS

8. The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order

and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. CIV. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

9. The Court further finds that Settling Defendants, through the Settlement Notice Administrator, provided notice of the settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety days to comment or object to the Settlement Agreement before entering its Final Order and Final Judgment.

### **III. FINAL APPROVAL OF SETTLEMENT AGREEMENT**

10. The Court finds that the Settlement Agreement resulted from extensive arm's-length good faith negotiations between Settlement Class Counsel and Settling Defendants, through experienced counsel.

11. Pursuant to FED. R. CIV. P. 23(e), the Court hereby finally approves in all respects the Settlement as set forth in the Settlement Agreement and finds that the Settlement Agreement, and all other parts of the settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Class and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act, and any other applicable law. The Court hereby declares that the Settlement Agreement is binding on all Class Members, except those identified on Appendix B. The decisions of the Settlement Special Administrator relating to the review, processing, determination and payment of Claims submitted pursuant to the Settlement Agreement are final and not appealable.

12. The Court finds that the Settlement Agreement is fair, reasonable and adequate based on the following factors, among other things: (a) there is no fraud or collusion underlying

the Settlement Agreement; (b) the complexity, expense, uncertainty and likely duration of litigation in the Action favor settlement on behalf of the Class; (c) the stage of the proceedings and the amount of discovery completed; (d) the probability of the plaintiffs' success on the merits; (e) the range of possible recovery; and (f) the opinions of the class counsel, class representatives, and the substance and amount of opposition to the settlement. *In re Checking Acct. Overdraft Litig.*, 830 F. Supp. 2d 1330, 1345 (S.D. Fla. 2011).

13. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement. In addition, the Parties are authorized to agree to and adopt such amendments and modifications to the Settlement Agreement as: (i) shall be consistent in all material respects with this Final Order Approving Class Action Settlement: and (ii) do not limit the rights of the Class.

14. The Court has considered all objections, timely and proper or otherwise, to the Settlement Agreement and denies and overrules them as without merit.

#### **IV. ATTORNEYS' FEES AND COSTS AND SETTLEMENT INCENTIVE AWARDS TO CLASS REPRESENTATIVES**

15. Class Counsel has not applied for service awards based upon the recent Eleventh Circuit opinion on *Johnson v. NPAS Sols., LLC*, 43 F.4th 1138 (11th Cir. 2022).

16. Additionally, the Settlement Agreement provides that Class Counsel may seek reimbursement of up to \$ 26,867.25 in attorneys' costs and expenses. Settlement Class Counsel seeks \$26,867.25 in costs and expenses. Settlement Class Counsel are not seeking any attorneys' fees associated with the settlement of this action. The court finds that costs and expenses incurred by class counsel over the course of this litigation are reasonable, and therefore the application for a total of \$26,867.25 in costs and expenses is **Granted**.

#### **V. DISMISSAL OF CLAIMS, RELEASE**

1. All economic loss claims asserted against Ford in the Action are hereby dismissed

with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

2. Upon entry of this Final Order Approving Class Action Settlement and the Final Judgment, class representatives and each Class Member (except those listed on Appendix B), on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind and/or type regarding the subject matter of the Actions and/or the subject Inflators, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert and/or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, and/or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common law, statutory, and/or equitable relief theories, or from any other source, and any claim or potential claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles' airbags containing desiccated or non-desiccated driver's or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged or described in the Actions or any amendments of the Actions.

3. Notwithstanding the definition of Excluded Parties, the release shall extend to the

Released Parties with respect to the Pontiac Vibe and to General Motors for any claims related to the Released Parties for Pontiac Vibe. Any claims against General Motors and all related corporate entities with respect to any other vehicles are not released and are expressly retained by the Class.

4. Class Members are not releasing claims for or arising from personal injury, wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle (other than damage to the Subject Vehicle and/or Inflator itself).

5. If a Class Member who does not timely and properly opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

6. Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.

7. Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of the Settlement Agreement.

8. By not excluding themselves from the Action and to the fullest extent they may lawfully waive such rights, all class representatives are deemed to acknowledge and waive Section 1542 of the Civil Code of the State of California and any law of any state or territory that is equivalent to Section 1542. Section 1542 provides that:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS**

**OR HER SETTLEMENT WITH THE DEBTOR.**

9. The Court orders that the Settlement Agreement shall be the exclusive remedy for all claims released in the Settlement Agreement for all Class Members not listed on Appendix B.

10. Therefore, except for those listed on Appendix B, all class representatives, Class Members and their representatives are hereby permanently barred and enjoined from, either directly, through their representatives, or in any other capacity instituting, commencing, filing, maintaining, continuing or prosecuting against any of the Released Parties (as that term is defined in the Settlement Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action described. In addition, all class representatives, Class Members and all persons and entities in active concert or participation with Class Members are permanently barred and enjoined from organizing Class Members who have not been excluded from the Class into a separate class for purposes of pursuing, as a purported class action, any lawsuit against the Released Parties based on or relating to the claims and causes of action in the complaint in the Action, or the facts and circumstances relating thereto or the release in the Settlement Agreement. Pursuant to 28 U.S.C. §§1651(a) and 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the settlement as set forth in the Settlement Agreement, and the Action.

11. Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this class action settlement.

**VI. OTHER PROVISIONS**

12. Without affecting the finality of this Final Order Approving Class Action Settlement or the accompanying Final Judgment, the Court retains continuing and exclusive jurisdiction over the Action and all matters relating to the administration, consummation, enforcement and interpretation of the Settlement Agreement and of this Final Order Approving



Class Action Settlement and the accompanying Final Judgment, to protect and effectuate this Final Order Approving Class Action Settlement and the accompanying Final Judgment, and for any other necessary purpose. The Parties, the class representatives, and each Class Member not listed on Appendix B are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including the exhibits thereto, and only for such purposes.

13. In the event that the Effective Date does not occur, certification of the Class shall be automatically vacated and this Final Order Approving Class Action Settlement and the accompanying Final Judgment, and other orders entered in connection with the Settlement Agreement and releases delivered in connection with the Settlement Agreement, shall be vacated and rendered null and void as provided by the Settlement Agreement.

14. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent with this Final Order Approving Class Action Settlement and the accompanying Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.

15. Nothing in this Final Order Approving Class Action Settlement or the accompanying Final Judgment shall preclude any action in this Court to enforce the terms of the Settlement Agreement.

16. Neither this Final Order Approving Class Action Settlement nor the accompanying Final Judgment (nor any document related to the Settlement Agreement) is or shall be construed as an admission by the Parties. Neither the Settlement Agreement (or its exhibits), this Final Order Approving Class Action Settlement, the accompanying Final Judgment, or any document related to the Settlement Agreement shall be offered in any proceeding as evidence against any of the Parties of any fact or legal claim; provided, however, that Ford and the Released Parties may file

any and all such documents in support of any defense that the Settlement Agreement, this Final Order Approving Class Action Settlement, the accompanying Final Judgment and any other related document is binding on and shall have res judicata, collateral estoppel, and/or preclusive effect in any pending or future lawsuit by any person or entity who is subject to the release described above in Paragraph 23 asserting a released claim against any of the Released Parties.

17. A copy of this Final Order Approving Class Action Settlement shall be filed in, and applies to, each remaining economic loss member action in this multidistrict litigation. Filed concurrently herewith is the Court's Final Judgment. Attached hereto as Appendix A is a list of the Subject Vehicles (identified by make, model, and year) to which these Orders and the Court's Final Judgment apply. Also attached hereto as Appendix B is a list of persons, entities, and organizations who have excluded themselves from (or "opted out" of) the Class.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_ 2023.

\_\_\_\_\_  
FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

## **EXHIBIT 6**

AUTHORIZED BY THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

# **If You Have Purchased Certain Vehicles that Have Takata Inflators and/or Takata Inflator-Related Component Parts while Engaged in the Business of Automotive Salvage and/or Recycling, You Could Get Benefits from a Class Action Settlement.**

*Para ver este aviso en español, visit [www.\[website\].com](http://www.[website].com)*

- There is a proposed settlement in a class action lawsuit against Takata Corporation, its affiliates, and those automotive companies to whom Takata supplied certain airbag products. The settlement resolves certain claims against Ford Motor Company that were based on the inclusion of those Takata airbag products in certain Ford, Lincoln, and Mercury vehicles (“Ford vehicles”). The Class Members included in the settlement have legal rights, options and deadlines by which they must exercise them.
- You are included if you purchased certain Ford vehicles (which are listed in Question 3 below) and currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.
- The proposed settlement provides for an Enhanced Inflator Recovery Program.

Please read this Notice carefully. Your legal rights are affected, whether you act or not. You are encouraged to periodically check the website, [www.\[website\].com](http://www.[website].com), because it will be updated with additional information.

## **A. BASIC INFORMATION**

### **1. What is this Notice about?**

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit and your options and associated deadlines before the Court decides whether to give final approval to the settlement. The name of the lawsuit is *In Re: Takata Airbag Product Liability Litigation*, No. 15-MD-2599-FAM. Takata and several automotive companies, including Ford, have been named as defendants in the litigation. This Notice explains the lawsuit, the proposed settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the settlement. Benefits will be distributed only if the Court finally approves the settlement and, subject to the terms of the Settlement, the settlement approval is upheld after any appeals. Please be patient and check the website identified in this Notice regularly. Please do not contact Ford Dealers regarding the details of this settlement while it is pending before the Court.

*Your legal rights may be affected even if you do not act.  
Please read this Notice carefully.*

## YOUR RIGHTS AND CHOICES

<i><b>YOU MAY:</b></i>		<i><b>DATE/CLAIM PERIOD</b></i>
<b>SUBMIT A CLAIM(S)</b>	This is the only way that you can receive cash payments for which you may be eligible from the Enhanced Inflator Recovery Program .	<p><i>Class members will have two years from the date of implementation of the Enhanced Inflator Recovery Program to submit a Claim online or via a smartphone app.</i></p> <p><i>The date of implementation and Final Claim Deadline, when known, will be posted on the Settlement website.</i></p>
<b>OBJECT</b>	If you do not like the proposed Settlement, you can write to the Court and explain why; the Court will consider your objection before deciding whether to approve the Settlement.	<i>[insert date 30 days before Fairness Hearing]</i>
<b>EXCLUDE YOURSELF</b>	Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue Ford about the issues in your own lawsuit.	<i>[insert date 30 days before Fairness Hearing]</i>
<b>APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING</b>	You are not required to enter an appearance in the lawsuit to participate in the proposed settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the Fairness Hearing about the proposed settlement, if you have previously filed an objection and submitted a timely notice of intention to appear at the Fairness Hearing.	<p><i>Appearance deadline is [insert date 30 days before Fairness Hearing]</i></p> <p><i>The Court will hold the Fairness Hearing at [insert] (ET) on [insert]</i></p>
<b>DO NOTHING</b>	You may not receive settlement benefits that you may otherwise be eligible for and you give up the right to sue Ford about the issues in the lawsuit.	

### 2. What is the lawsuit about?

The lawsuit alleges that certain automotive companies, including Ford, manufactured, distributed, or sold certain vehicles containing allegedly defective Takata airbag inflators manufactured by Defendants Takata Corporation and TK Holdings, Inc. The inflators allegedly could, upon deployment, rupture and expel debris or shrapnel into the occupant compartment and/or otherwise affect the airbag's deployment. Plaintiffs allege they overpaid for certain Subject Vehicles as a result of the defect.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

The lawsuit claims violations of various state consumer protection statutes, among other claims. You can read the Second Amended Consolidated Class Action Complaint filed by certain recyclers by visiting [www.\[website\].com](http://www.[website].com). Ford denies that it has violated any law, denies liability, and denies that it engaged in any wrongdoing with respect to the manufacture, distribution, or sale of the Subject Vehicles.

On January 13, 2017, the Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it “knowingly devised and participated in a scheme to obtain money and enrich Takata by, among other things, inducing the victim OEMs to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were.” On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud, as part of a settlement with the U.S. Department of Justice. See

The Recycler Plaintiffs filed their Fourth Amended Consolidated Class Action Complaint against Ford on April 30, 2018 in *Sinclair v. Ford Motor Company*. Ford moved to dismiss on June 25, 2018, and adopted the arguments made in the other Automotive Defendants motions to dismiss in the related case, *Butler Auto Recycling, Inc. et al. v. Honda Motor Co., Ltd. et al.* (collectively, the “Motions to Dismiss”). The Court granted in part and denied in part the Motions to Dismiss on March 9, 2021. The Court dismissed the following claims against Ford: RICO claim for the nationwide class; Lanham Act for all Recycler Plaintiffs; Fraudulent Concealment and Fraudulent Misrepresentation claims for Tennessee and North Carolina; Violation of the Georgia Uniform Deceptive Trade Practices Act; and Violation of the Tennessee Consumer Protection Act. The claims remaining against Ford are: Violation of Florida’s Deceptive and Unfair Trade Practices Act; Violation of the North Carolina Unfair and Deceptive Trade Practices Act; and Fraudulent Concealment and Fraudulent Misrepresentation claims under Georgia, Florida, Missouri, and Texas, law. Ford answered the Fourth Amended Consolidated Class Action Complaint on April 9, 2021 as to all remaining allegations against Ford by the Recycler Plaintiffs.

A detailed description of the legal proceedings, including motions to dismiss, is set forth in the Settlement Agreement, which is on the settlement website [www.\[website\].com](http://www.[website].com).

### 3. What vehicles are included in the settlement?

The following Ford vehicles (called the “Subject Vehicles”) distributed for sale or lease in the United States, the District of Columbia, Puerto Rico or any other United States territories or possessions are included:

<b>Model Years</b>	<b>Make and Model</b>
2007-2010, 2015-2018	FORD EDGE
2006-2016	FORD FUSION
2005-2006	FORD GT
2005-2017	FORD MUSTANG
2004-2011	FORD RANGER
2015-2016	LINCOLN MKC
2007-2010, 2016-2018	LINCOLN MKX
2007-2016	LINCOLN MKZ
2006	LINCOLN ZEPHYR

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

<u>Model Years</u>	<u>Make and Model</u>
2006-2011	MERCURY MILAN

#### 4. Why is this a class action?

In a class action, “class representatives” sue on behalf of other people or entities who have similar claims. All of these people together are the “Class” or “Class Members” if the Court approves this procedure. Once approved, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

#### 5. Why is there a settlement?

Both sides in the lawsuit agreed to a settlement in order to avoid the cost and risk of further litigation, with the goal of enhanced customer satisfaction. As a result of the settlement, the Class Members can get the benefits of the settlement; in exchange, Ford receives a release from liability. The settlement does not mean that Ford broke any laws or did anything wrong. The Court did not decide which side was right. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives/Named Plaintiffs and the lawyers representing them (called “Settlement Class Counsel”) believe that the settlement is in the best interests of all Class Members.

The essential terms of the settlement are summarized in this Notice. The Settlement Agreement along with all exhibits sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

### **B. WHO IS IN THE SETTLEMENT?**

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Class Member.

#### 6. How do I know if I am part of the settlement?

You are part of the settlement if you are a person or entity that purchased a Subject Vehicle containing a Takata inflator, and you currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts in the United States and the territories and possessions of the United States prior to **[insert date of Preliminary Approval Order]**.

This is called the “Class.” Excluded from this Class are: (a) Ford, their officers, directors, and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and Ford’s Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons who or entities which timely and properly exclude themselves from (opt out of) the Class.

**The settlement does not relate to claims for personal injury or property damage to any property other than the Subject Vehicles.**

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

## 7. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included in the Class, you may call 1-[phone number]. Please do not contact Ford Dealers regarding the settlement while it is pending before the Court as the Court has ordered that all questions be directed to the Settlement Notice Administrator.

## C. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT

### 8. What does the settlement provide? What is the Enhanced Inflator Recovery Program?

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on the settlement website. The Court still has to decide whether to finally approve the settlement.

**The proposed settlement benefits consist of an Enhanced Inflator Recovery Program. Class Members will submit claims to the Settlement Claims Administrator, which will purchase intact, missing, and deployed Inflators in recalled (as of the date of the Settlement Agreement) Subject Vehicles of Class Members. The Inflators that are purchased through the Program will be recovered and destroyed where possible. If you have previously been compensated by Ford for an Inflator, you cannot be compensated under this Program for the same Inflator.**

**Deadline to Submit Claim:** To receive reimbursement for a Claim, eligible Class Members must submit the Claim during the Claim Period. Class Members will have two years from the date of implementation of the Enhanced Inflator Recovery Program to submit a Claim.

**Obtaining, Completing and Submitting a Claim:** You can complete and submit a Claim either online at [www.coresupply.com](http://www.coresupply.com) or via smartphone app, RAS CorePro Mobile. You can also obtain a Claim Form from the settlement website, which includes the instructions to submit a Claim for intact Inflators or missing or deployed Inflators either online or via the smartphone app.

We do not know whether or when the Court will finally approve the settlement or whether there will be any appeals that would have to be resolved in favor of the settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check [www.\[website\].com](http://www.[website].com) regularly for updates regarding the settlement.

*Please note that you have to take action within certain deadlines to receive certain benefits, such as completing and submitting a Claim. If you do nothing, you may not receive benefits from the settlement, and, as a Class Member, you will not be able to sue the Released Parties about the issues in the lawsuit.*

**Enhanced Inflator Recovery Program:** Pursuant to the Enhanced Inflator Recovery Program and at Ford's direction, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy Inflators in or from Class Members' Subject Vehicles that have been recalled as of the date of this Agreement. This Enhanced Inflator Recovery Program does not apply to Inflators that were previously recovered and purchased by Ford under a separate program administered by the Settlement Claims Administrator.

If the Inflators in Class Members' Subject Vehicles that have been recalled as of the date of this Agreement have deployed or are missing, the Settlement Claims Administrator shall, to the extent reasonably practicable, locate and identify such Inflators and request the Class Member submit pictures or documentation for verification of such deployed or missing Inflators for which the Class Members were not previously compensated by Ford under a separate program administered by the Settlement Claims Administrator.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**



To the extent reasonably practicable, a website for the Enhanced Inflator Recovery Program shall be created (“Settlement Website”) and overseen by the Settlement Claims Administrator which will (i) make available to Class Members information applicable to Subject Vehicles; (ii) allow Class Members to upload batches of VINs for batch processing and comparison to a list of VINs maintained by the Settlement Claims Administrator to determine which, if any, Inflators are subject to purchase under the Enhanced Inflator Recovery Program; (iii) direct Class Members to submit claims under the Enhanced Inflator Recovery Program for the purchase of Inflators in Subject Vehicles that have been recalled as of the date of the Settlement Agreement or payment for deployed or missing Inflators in Subject Vehicles that have been recalled as of the date of the Settlement Agreement; and (iv) allow Class Members to submit claims under the Enhanced Inflator Recovery Program at/after the Effective Date.

For implementation of the Enhanced Inflator Recovery Program for recovered Inflators, Ford, through the Settlement Claims Administrator, shall pay eligible Class Members a total of \$69.00 for a passenger side Inflator and \$63.25 for a driver side Inflator, both of which are 15% more per recovered Inflator than it currently, as of the Effective Date of this Agreement (unless implemented earlier) pays under Ford’s existing, separate program to recover Takata inflators that is administered by RAS.

For implementation of the Enhanced Inflator Recovery Program for deployed or missing Inflators, Ford, through the Settlement Claims Administrator, shall pay eligible Class Members a total of \$17.25 per Inflator, which is 15% more per deployed or missing Inflator than Ford currently ( as of the date the Settlement Agreement was executed) pays for deployed or missing Inflators under Ford’s existing, separate program to recover Takata inflators that is administered by the Settlement Claims Administrator.

The Settlement Claims Administrator shall coordinate with, notify, and provide monthly updates to Ford regarding the results of the implementation of the Enhanced Inflator Recovery Program.

Ford shall enter into a written, legally enforceable agreement with RAS (the “RAS Inflator Recovery Program Agreement”) that memorializes the terms of the Enhanced Inflator Recovery Program as described above. Under the terms of this Settlement Agreement, Ford shall have a continuing obligation until the termination of the Enhanced Inflator Recovery Program to periodically monitor RAS’s compliance with the terms of the RAS Inflator Recovery Program Agreement. If Ford determines that RAS has breached the agreement, Ford shall take necessary and reasonable steps to enforce the terms of the RAS Inflator Recovery Program Agreement. Ford will provide Settlement Class Counsel with a copy of the agreement within 30 days of its execution and Settlement Class Counsel shall keep this agreement confidential.

The Enhanced Inflator Recovery Program shall run for a total of two years, measured from the date of implementation. Ford, at its sole discretion, may implement the Enhanced Inflator Recovery Program prior to the occurrence of the Effective Date.

To the extent practicable, the duties of the Settlement Claims Administrator are to receive, review, and process the claims submitted to the Enhanced Inflator Recovery Program by Class Members (“Claims”) to determine whether Claims satisfy the criteria for payment specified in the Settlement Agreement. For validated Claims, the Settlement Claims Administrator shall request funding from Ford for payment to eligible Class Members for the validated Claims for the Subject Vehicles. For deficient Claims, the Settlement Claims Administrator shall provide a notice of deficiency to the Class Members describing the deficiency and providing the Class Member with 45 days measured from the date of the notice of deficiency, to cure the defect. If the Claims are not cured within the time period, the Claims shall be denied. The Settlement Claims Administrator shall have the authority to determine whether the Claims are complete, timely, and valid/deficient/invalid, and its decision shall be final and not appealable. The Settlement Claims Administrator shall provide periodic reports to counsel for Ford and Settlement Class Counsel, but not more often than quarterly.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

## 9. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, Class Members who do not exclude themselves from the Class will release Ford and the Released Parties from liability and will not be able to sue the Released Parties about the issues in the lawsuit. The Settlement Agreement at Section VII describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, the full release section and the definition of Released Parties appears in Appendix A to this Notice. The Settlement Agreement is available at [www.\[website\].com](http://www.[website].com). You can talk to one of the lawyers listed in Question 13 below for free or you can talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

## D. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Ford or the Released Parties over the legal issues in the lawsuit, then you must take steps to exclude yourself from this settlement. This is also known as “opting out” of the Class.

## 10. If I exclude myself, can I get anything from this settlement?

If you exclude yourself, you cannot receive settlement benefits. If you ask to be excluded, you cannot object to the settlement. But, if you timely and properly request exclusion, the settlement will not prevent you from suing, continuing to sue, or remaining or becoming part of a different lawsuit against Ford or the Released Parties in the future about the issues in the lawsuit. If you exclude yourself, you will not be bound by anything that happens in this lawsuit and you may not object to the settlement.

## 11. If I do not exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue the Released Parties for the claims resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against the Released Parties about the issues in the lawsuit, as set forth in the full release attached in Appendix A to this Notice.

## 12. How do I get out of the settlement?

To exclude yourself from the settlement, you **must** mail a written request for exclusion to the Settlement Notice Administrator saying that you want to be excluded from the settlement in *In Re: Takata Airbag Products Liability Litigation (Economic Loss Track Cases)*, and mention the case number (1:15-md-2599-FAM).

The letter **must** be signed by you or the entity seeking to be excluded from the Class and include the following information: (i) your full name, telephone number, and address; (ii) a statement affirming you are a member of the Class and providing the Vehicle Identification Number(s) (VIN) of each of the Subject Vehicles you wish to be excluded from the Settlement; and (iii) a statement that you wish to be excluded from the Ford Settlement in the *In re Takata Airbag Products Liability Litigation, 15-md-02599-FAM*. You can't ask to be excluded over the phone or at the settlement website. To be valid and timely, opt-out requests must be postmarked on or before **[insert date 30 days before Fairness Hearing]**, the last day of the Exclusion (“Opt-Out”) Period (the “Exclusion (Opt-Out) Deadline”). You **must** mail your request for exclusion postmarked no later than **[insert date 30 days before Fairness Hearing]** to:

**Settlement Notice Administrator**  
**ADDRESS**

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

The deadlines found in this Notice may be changed by the Court. Please check [www.\[website\].com](http://www.[website].com) regularly for updates regarding the settlement.

### E. THE LAWYERS REPRESENTING YOU

#### 13. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called “Settlement Class Counsel”: Peter Prieto of Podhurst Orseck, P.A., is Chair Lead Counsel, and David Boies of Boies Schiller & Flexner, L.L.P. and Todd A. Smith of Power, Rogers & Smith, L.L.P. are Co-Lead Counsel. Roland Tellis of Baron & Budd P.C., James Cecchi of Carella Byrne Cecchi Olstein P.C., and Elizabeth Cabraser of Lief, Cabraser, Heimann & Bernstein, LLP are the Plaintiffs’ Steering Committee members. Their contact information is as follows:

Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3 <sup>rd</sup> Avenue, Suite 2300 Miami, Florida 33131 Tel: (305) 358-2800 Email: <a href="mailto:pprieto@podhurst.com">pprieto@podhurst.com</a> URL: <a href="http://www.podhurst.com">www.podhurst.com</a> Chair Lead Counsel	David Boies BOIES, SCHILLER & FLEXNER, L.L.P. 575 Lexington Avenue New York, NY 10022 Tel: (305) 539-8400 Email: <a href="mailto:dboies@bsfllp.com">dboies@bsfllp.com</a> URL: <a href="http://www.bsfllp.com">www.bsfllp.com</a> Co-Lead Counsel for the Economic Loss Track
Todd A. Smith POWER, ROGERS AND SMITH, L.L.P. 70 West Madison St., Suite 5500 Chicago, IL 60602 Tel: (312)313-0202 Email: <a href="mailto:tas@prslaw.com">tas@prslaw.com</a> URL: <a href="http://www.prslaw.com">www.prslaw.com</a> Co-Lead Counsel for the Economic Loss Track	Roland Tellis BARON & BUDD 15910 Ventura Blvd. #1600 Encino, CA 91436 Tel: (818) 839-2333 Email: <a href="mailto:rtellis@baronbudd.com">rtellis@baronbudd.com</a> URL: <a href="http://www.baronbudd.com">www.baronbudd.com</a> Plaintiffs’ Steering Committee
James E. Cecchi CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC 5 Becker Farm Road Roseland, NJ 07068 Tel: (973)994-1700 Email: <a href="mailto:jcecchi@carellabyrne.com">jcecchi@carellabyrne.com</a> URL: <a href="http://www.carellabyrne.com">www.carellabyrne.com</a> Plaintiffs’ Steering Committee	Elizabeth J. Cabraser LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111 Tel: (415)956-1000 Email: <a href="mailto:ecabraser@lchb.com">ecabraser@lchb.com</a> URL: <a href="http://www.lchb.com">www.lchb.com</a> Plaintiffs’ Steering Committee

#### 14. Will the lawyers be paid? What about awards to the named plaintiffs/ class representatives?

Settlement Class Counsel is not seeking or accepting attorneys’ fees relating to the resolution of the Actions.

Settlement Class Counsel may petition for an award of litigation expenses but has agreed any petition for an award of attorneys’ expenses in the Actions will not exceed \$26,867.25 in costs and expenses as to Ford.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

This award of costs and expenses shall be the sole compensation paid by Ford for all plaintiffs' counsel in the Actions. Any Attorneys' expenses award made by the Court shall be paid by Ford within 30 days of the Effective Date.

Any order or proceedings relating to the Attorneys' costs and expenses application, or any appeal from any order related thereto, or reversal or modification thereof, will not operate to terminate or cancel the Settlement Agreement, or affect or delay the Effective Date.

The amount(s) of any Attorneys' expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' expenses awarded by the Court to Settlement Class Counsel shall affect whether the Final Order and Final Judgment are final.

Pursuant to case law, Recycler Plaintiffs are not seeking any incentive awards relating to the resolution of the Actions.

## F. OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the settlement or some part of it.

### 15. How do I tell the Court if I do not like the settlement?

If you are a Class Member, and you do not exclude yourself from the Class, you can object to the settlement if you do not like some part of it or all of it. You can explain why you think the Court should not approve it. To object, you must deliver to Settlement Class Counsel, Ford's Counsel (see addresses below), and the Court, on or before **[insert date 30 days before Fairness Hearing]** a written statement of your objections.

The written objection of any Class Member must include:

- a) a heading which refers to the Takata MDL;
- b) the objector's full name, telephone number, and address (the objector's actual residential address must be included);
- c) an explanation of the basis upon which the objector claims to be a Class Member, including the Vehicle Identification Number ("VIN") of at least one of the objector's Subject Vehicle(s);
- d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f) if represented by counsel, the full name, telephone number, and address of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- h) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity;

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

- i) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;
- j) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- k) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and
- l) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

Any documents supporting the objection must also be attached to the objection.

The objection must be received by Settlement Class Counsel and Ford's Counsel no later than **[insert date 30 days before Fairness Hearing]**. To have your objection considered by the Court, you also must send the objection to the Clerk of Court (identified below) so that it is received and filed no later than **[insert date 30 days before Fairness Hearing]**.

Objections must be mailed to:

<u>Clerk of the Court</u> Wilkie D. Ferguson, Jr. U.S. Courthouse 400 North Miami Avenue Miami, FL 33128	<u>Settlement Class Counsel</u> Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3 <sup>rd</sup> Ave, Suite 2300 Miami, FL 33131	<u>Ford's Counsel</u> R. Kent Warren McGuireWoods LLP 201 N. Tryon Street Ste. 3000 Charlotte, NC 28202
--	--	--

## 16. What is the difference between objecting and excluding?

Excluding yourself (or "opting out") is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you. Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Class.

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court's orders will apply to you, you will be eligible for the settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue the Released Parties over the issues in the lawsuit, as set forth in the full release attached in Appendix A to this Notice.

## G. THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval to the settlement, sometimes called the "Fairness Hearing." If you have filed an objection on time and attend the hearing, you may ask to speak (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

## 17. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Final Approval, or "Fairness," Hearing at **[insert time]** (ET) on **[insert date]** at Courtroom 12-2 of the Wilkie D. Ferguson, Jr. United States District Courthouse, Southern District of Florida, 400 North Miami Avenue, Miami, FL 33128. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*See* Question 19 below). After the hearing,

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

the Court will decide whether to grant final approval of the settlement. We do not know how long these decisions will take.

### 18. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it - but you can if you provide advance notice of your intention to appear (*See* Question 19 below). As long as you filed a written objection with all of the required information on time with the Court, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

### 19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear in *In Re: Takata Airbag Products Liability Litigation (Economic Track Cases)*, No. 1:15-md-2599-FAM” to Settlement Class Counsel and Ford’s Counsel identified above (see Question 15) so that they receive it no later than **[insert date 30 days before Fairness Hearing]**. You must also send such a Notice to the Clerk of Court so that it is received and filed no later than **[insert date 30 days before Fairness Hearing]**. You must include your name, address, telephone number, the year, make and model and VIN number of your vehicle, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness Hearing at **[insert time]** (ET) on **[insert date]**. You cannot speak at the hearing if you excluded yourself from the Class.

## H. GETTING MORE INFORMATION

### 20. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other information about the settlement and the Claim Form at **www.[website].com**. You can also call the toll-free number, **1-[PHONE NUMBER]**, or write the Settlement Notice Administrator at **ADDRESS**. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

### 21. When will the settlement be final?

The settlement will not be final unless and until the Court grants final approval of the settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact Ford or Ford Dealers about the Settlement. Please direct all questions about the Settlement to the Settlement Administrator.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**



July 26, 2022 Draft – for Discussion Purposes Only  
Confidential Settlement Negotiations  
Not Admissible in Any Proceeding  
Subject to Federal Rule of Evidence 408 and State Equivalents

**Appendix A**

**Section VII from the Settlement Agreement - Release and Waiver**

- A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.
- B. In consideration for the relief provided above, the Recycler Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind and/or type regarding the subject matter of the Actions and/or the subject Inflators, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert and/or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, and/or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common law, statutory, and/or equitable relief theories, or from any other source, and any claim or potential claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, the Subject Vehicles' airbags containing desiccated or non-desiccated driver's or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged or described in the Actions or any amendments of the Actions.
- C. Notwithstanding the definition of Excluded Parties, the foregoing release set forth in Section VII.B above shall extend to the Released Parties with respect to the Pontiac Vibe and to General Motors for any claims related to the Released Parties for Pontiac Vibe. Any claims against General Motors and all related corporate entities with respect to any other vehicles are not released and are expressly retained by the Class.
- D. If a Class Member who does not timely and properly opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.
- E. Notwithstanding the Release set forth in this Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.
- F. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of this Agreement.
- G. The Final Order and Final Judgment will reflect these terms.
- H. The Recycler Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, instigate, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action,

claim and/or proceeding, whether legal, administrative or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.

I. In connection with this Agreement, the Recycler Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Settlement Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, acquit and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, and the Subject Vehicles, except as otherwise stated in this Agreement.

J. The Recycler Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Recycler Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

K. The Recycler Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. The Recycler Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that the Recycler Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting Claims to the Enhanced Inflation Recovery Program shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

L. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements of any kind and nature incurred by any attorneys, Settlement Class Counsel, or the Recycler Plaintiffs.

M. Settlement Class Counsel and any other attorneys who worked with or on behalf of Settlement Class Counsel on any of the Actions acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**



N. Pending final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties agree that any and all outstanding obligations and deadlines relating to pleadings, discovery, and any other pretrial requirements are hereby stayed and suspended as to Ford. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Ford.

O. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

P. The Recycler Plaintiffs and Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

**QUESTIONS? CALL TOLL FREE 1-[PHONE NUMBER] OR VISIT WWW.[WEBSITE].COM**  
**PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**  
**PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

**EXHIBIT 7**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
MASTER CASE NO. 1:15-md-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM**

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES  
EUGENNIE SINCLAIR, et al., individually  
and on behalf of all others similarly situated,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

The Parties to the above-captioned economic loss actions brought by certain Recycler Plaintiffs currently pending against Ford Motor Company as part of this multidistrict litigation have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement”). The Parties reached the Settlement through arm’s-length negotiations over several months. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Recycler Plaintiffs and the proposed Class would fully, finally, and forever resolve, discharge, and release their economic loss claims against the Released Parties in exchange for Ford’s agreement to implement an Enhanced Inflator Recovery Program, as set forth in the Settlement.<sup>1</sup>

---

<sup>1</sup> Capitalized terms shall have the definitions and meanings accorded to them in the Settlement.

The Settlement has been filed with the Court, and Recycler Plaintiffs have filed an Unopposed Motion for Preliminary Approval of Class Settlement with Ford, and for Preliminary Certification of the Class (the “Motion”), for settlement purposes only. Upon considering the Motion and exhibits thereto, the Settlement, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and Parties to these proceedings; (2) the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure<sup>2</sup> and should be preliminarily certified for settlement purposes only; (3) the persons and entities identified below should be appointed class representatives, and Settlement Class Counsel; (4) the Settlement is the result of informed, good-faith, arm’s-length negotiations between the Parties and their capable and experienced counsel and is not the result of collusion; (5) the Settlement is fair, reasonable, and adequate and should be preliminarily approved; (6) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Class; (7) the proposed Notice Program, proposed forms of notice, and proposed Claim Form satisfy Rule 23 and Constitutional Due Process requirements, and are reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, preliminary class certification for settlement purposes only, the terms of the Settlement, request for Settlement Class Counsel’s costs, request for service awards for Recycler Plaintiffs, their rights to opt-out of the Class and object to the Settlement, and the process for submitting a Claim to request a payment under the enhanced Inflation Recovery Program; (8) good cause exists to schedule and conduct a Fairness Hearing, pursuant to Rule 23(e), to assist the Court in determining whether to grant final approval of the Settlement, certify the Class, for settlement purposes only, and issue a Final Order and Final

---

<sup>2</sup> All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

Judgment, and whether to grant Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.
2. Venue is proper in this District.

**Preliminary Class Certification for Settlement Purposes Only and Appointment of Class Representatives and Settlement Class Counsel**

3. It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136, 2021 WL 1617911 at \*2 (S.D. Fla. Jan. 19, 2021). In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006); *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. Under Rule 23(e)(1)(B), this Court must direct notice in a reasonable manner to all class members who would be bound by the proposed Settlement if giving notice is justified by the parties' showing that the Court will likely be able to approve the proposed Settlement under Rule 23(e)(2) and certify the class for purposes of judgment on the proposed Settlement. Under Rule 23(e)(2), a proposed Settlement may be approved only if the Court finds that it is fair, reasonable, and adequate after considering whether:

- (a) the class representatives and class counsel have adequately represented the class;
- (b) the proposal was negotiated at arm's length;
- (c) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (d) the proposal treats class members equitably relative to each other.

5. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied and that preliminary certification of the proposed Class is appropriate under Rule 23.

The Court, therefore, preliminarily certifies the following Class:

All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Ford, their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Ford's Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

"Automotive Salvage and/or Recyclers" means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.

6. The “Subject Vehicles” are listed in Exhibit 9 to the Settlement, which is expressly incorporated in this Order.

7. Specifically, the Court finds, for settlement purposes, that the Class satisfies the following factors of Rule 23:

(a) Numerosity: In the Action, more than 16,300 individuals and entities, spread out across the country, are members of the proposed Class. Their joinder is impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met. *See Kilgo v. Bowman Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members “from a wide geographical area”).

(b) Commonality: The threshold for commonality under Rule 23(a)(2) is not high. “[C]ommonality requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (internal quotation marks omitted); *see also Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 313 (S.D. Fla. 2001) (same). Here, the commonality requirement is satisfied for settlement purposes because there are multiple questions of law and fact that center on Ford’s sale of Subject Vehicles equipped with allegedly defective driver’s or front passenger Takata airbag modules, as alleged or described in the Second Amended Consolidated Class Action Complaint, the Action or any amendments of the Actions, which are common to the Class.

(c) Typicality: The Recycler Plaintiffs’ claims are typical of the Class for purposes of this Settlement because they concern the same alleged Ford conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are

based on the same legal theory”); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they “possess the same interest and suffer the same injury as the class members”).

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the Class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant*, 202 F.R.D. at 314. Rule 23(a)(4) is satisfied here because there are no conflicts of interest between the Recycler Plaintiffs and the Class, and Recycler Plaintiffs have retained competent counsel to represent them and the Class. Settlement Class Counsel here regularly engage in consumer class litigation and other complex litigation similar to the present Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Recycler Plaintiffs and Settlement Class Counsel have vigorously and competently represented the Class Members’ interests in the Action. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement purposes, as well, because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for thousands of Class Members in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and law ... ha[ve] a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*, 601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks omitted). Based on the record



currently before the Court, the predominance requirement is satisfied here for settlement purposes because common questions present a significant aspect of the case and can be resolved for all Class Members in a single common judgment.

8. The Court appoints the following persons as class representatives: 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.; Quartno's Auto Salvage and Young's Auto Center and Salvage, LP.

9. The Court appoints the following persons and entities as Settlement Class Counsel:

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Lead Settlement Class Counsel

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
575 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Settlement Class Counsel

Todd A. Smith  
POWER, ROGERS AND SMITH, L.L.P.  
70 West Madison Street, Suite 5500  
Chicago, IL 60602  
Tel: (312) 313-0202  
Email: tas@prslaw.com  
Settlement Class Counsel

Roland Tellis

BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Settlement Class Counsel

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Settlement Class Counsel

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Settlement Class Counsel

### **Preliminary Approval of the Settlement**

10. “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Hanley v. Tampa Bay Sports and Entertainment*, No. 8:19-CV-00550, 2020 WL 35702, at \*3 (M.D. Fla. Jan. 7, 2020); *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646-CIV, 2010 WL 2401149, at \*2 (S.D. Fla. Jun. 15, 2010). Settlement negotiations that involve arm’s-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See, e.g., Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136-RAR, 2021 WL 1617911, at \*4 (S.D. Fla. Jan. 19, 2021); Federal Rule of Civil Procedure 23(e).

11. The Court preliminarily approves the Settlement, and the exhibits appended to the Motion, as fair, reasonable and adequate under Rule 23. The Court finds that the Settlement was reached in the absence of collusion, and is the product of informed, good-faith, arm’s-length

negotiations between the Parties and their capable and experienced counsel. The Court also finds that the Class Representative and Class Counsel have represented and will continue to adequately represent the Settlement Class. The Court further finds that the Settlement, including the exhibits appended to the Motion, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Class, as set forth below and in the Settlement, and schedule a Fairness Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter Final Judgment. The Court further finds that giving notice of the proposed Settlement to the Settlement Class is justified by the Parties' showing that the Court will likely be able to: (i) approve the proposal under Fed. R. Civ. P. 23(e)(2); and (ii) certify the Settlement Class for purposes of judgment on the proposal.

**Approval of Notice and Notice Program and Direction to Effectuate  
the Notice and Outreach Programs**

12. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits 2, 6, and 8 to the Settlement Agreement. The Court further finds that the Notice Program, described in Section IV of the Settlement, is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, class certification for settlement purposes only, the terms of the Settlement, their rights to opt-out of the Class and object to the Settlement, Settlement Class Counsel's Costs Application, and the request for service awards for Recycler Plaintiffs. The notices and Notice Program constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The Court finds that the forms of notice are written in simple terminology, are readily understandable

by Class Members and comply with the Federal Judicial Center’s illustrative class action notices. The Court orders that the notices be disseminated to the Class as per the Notice Plan.

13. The Court directs that Rebuilders Automotive Supply (“RAS”) act as the Settlement Claims Administrator.

14. The Court directs that Kroll Notice Media act as the Settlement Notice Administrator.

15. The Settlement Claims Administrator and Settlement Notice Administrator shall implement the Notice Program, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 2, 6, and 8 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Program, as specified in section IV of the Settlement and approved by this Order.

**Fairness Hearing, Opt-Outs, and Objections**

16. The Court directs that a Fairness Hearing shall be scheduled for [REDACTED] at [REDACTED] [a.m. or p.m.] [subject to the Court’s availability, the parties recommend a date during the week of [DATE]], to assist the Court in determining whether to grant Final Approval to the Settlement, certify the Class, and enter the Final Order and Final Judgment, and whether the Settlement Class Counsel’s Costs Application and request for service awards for Recycler Plaintiffs should be granted.

17. Potential Class Members who timely and validly exclude themselves from the Class shall not be bound by the Settlement Agreement, the Settlement, or the Final Order and Final Judgment. If a potential Class Member files a request for exclusion, he/she/it may not assert an objection to the Settlement Agreement. The Settlement Notice Administrator shall provide copies of any requests for exclusion to Settlement Class Counsel and Ford’s Counsel as provided in the Settlement Agreement.

18. The Court directs that any person or entity within the Class definition who wishes to be excluded from the Class may exercise his, her, or its right to opt out of the Class by following the opt-out procedures set forth in the Long Form Notice at any time during the opt-out period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period (the “Opt-Out Deadline”), which is 30 days before the Fairness Hearing, [DATE], must be mailed to [ADDRESS OF NOTICE ADMINISTRATOR], and must include:

- (i) the full name, telephone number and address of the person or entity seeking to be excluded from the Class;
- (ii) a statement affirming that such person or entity is a member of the Class and providing the Vehicle Identification Number (VIN) of each of the person’s or entity’s Subject Vehicle(s) the Class Member wishes to be excluded from the Settlement;
- (iii) a statement that such person or entity wishes to be excluded from the Ford Settlement in *In re Takata Airbag Products Liability Litigation*, 15-md-02599-FAM, and
- (iv) the signature of the person or entity seeking to be excluded from the Class.

19. The Opt-Out Deadline shall be specified in the Direct Mailed Notice, Publication Notice, and Long Form Notice. All persons and entities within the Class definition who do not timely and validly opt out of the Class shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases set forth in Section VII of the Settlement.

20. The Court further directs that any person or entity in the Class who does not opt out of the Class may object to the Settlement, Settlement Class Counsel’s Costs Application and/or the

request for service awards for Recycler Plaintiffs. Any such objections must be mailed to the Clerk of the Court, Lead Settlement Class Counsel, and counsel for Ford, at the following addresses:

- (a) Clerk of the Court  
Wilkie D. Ferguson, Jr. U.S. Courthouse  
400 North Miami Avenue  
Miami, FL 33128
- (b) Lead Settlement Class Counsel  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3rd Avenue, Suite 2700  
Miami, Florida 33131
- (c) Counsel for Ford  
R. Kent Warren  
McGuireWoods LLP  
201 North Tryon Street  
Suite 3000  
Charlotte, N.C. 28202

21. For an objection to be considered by the Court, the objection must be postmarked or sent via overnight delivery no later than the Opt-Out Deadline of 30 days before the Fairness Hearing, [DATE], must be addressed to the addresses listed in the preceding paragraph and in the Long Form Notice, and must include the following:

- (i) a heading which refers to the *Takata* MDL;
- (ii) the objector's full name, actual residential address, and telephone number;
- (iii) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN of at least one of the objector's Subject Vehicle(s);
- (iv) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;

- (v) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (vi) if represented by counsel, the full name, telephone number, and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or costs application;
- (vii) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- (viii) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity;
- (ix) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;
- (x) the identity of all counsel representing the objector who will appear at the Fairness Hearing;

- (xi) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and
- (xii) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

22. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

**Further Papers in Support of Settlement and Costs Application**

23. Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their request for attorneys' costs and expenses ("Costs Application") and request for service awards for Recycler Plaintiffs, no later than 45 days before the Fairness Hearing, [DATE]. If Ford chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, [DATE].

24. Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement and the Costs Application no later than 14 days before Fairness Hearing, [DATE]. If Ford chooses to file a response to timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 14 days before Fairness Hearing, [DATE].

**Effect of Failure to Approve the Settlement or Termination**

25. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (i) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used



or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;

- (ii) All of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Recycler Plaintiffs' right to seek class certification and Ford's right to oppose class certification;
- (iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Ford or Recycler Plaintiffs on any point of fact or law;
- (iv) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders and public statements, may be used as evidence;
- (v) Neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence;
- (vi) The preliminary certification of the Class pursuant to this Order shall be vacated automatically and the Actions shall proceed as though the Class had never been certified; and
- (vii) The terms in Section X.D of the Settlement Agreement shall apply and survive.

#### **Stay/Bar of Other Proceedings**

26. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt out request to be determined by the Court only at the Fairness Hearing), shall commence,

continue or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Additionally, pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, all other Actions in the Takata MDL as to Ford shall be stayed. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.

#### **General Provisions**

27. The Court reserves the right to approve the Settlement with or without modification, provided that any modification does not limit the rights of the Class under the Settlement, and with or without further notice to the Class and may continue or adjourn the Fairness Hearing without further notice to the Class, except that any such continuation or adjournment shall be announced on the Settlement website.

28. Settlement Class Counsel and Ford's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice or to any other exhibits that the Parties jointly agree are reasonable or necessary.

29. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Agreement.

30. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

31. Based on the foregoing, the Court sets the following schedule for the Fairness Hearing and the actions which must precede it:

- (i) Notice shall be provided in accordance with the Notice Program and this Order—that is, beginning [date];
- (ii) Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their Costs Application and request for service awards for Recycler Plaintiffs, no later than 45 days before the Fairness Hearing, which is [DATE];
- (iii) If Ford chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, which is [DATE].
- (iv) Class Members must file any objections to the Settlement, the Motion for Final Approval of the Settlement, Settlement Class Counsel's Costs Application and/or the request for service awards no later than 30 days before the Fairness Hearing, which is [DATE];
- (v) Class Members must file requests for exclusion from the Settlement no later than 30 days before the Fairness Hearing, which is [DATE];

- (vi) The Settlement Notice Administrator must file with the Court, no later than 21 days before the Fairness Hearing, which is [DATE], (a) a list of those persons or entities who or which have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, method and results of the notice program;
- (vii) Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Settlement and Costs Application no later than 14 days before the Fairness Hearing, which is [DATE];
- (viii) If Ford chooses to file a response to timely filed objections to the Settlement, it shall do so no later than 14 days before the Fairness Hearing, which is [DATE]; and
- (ix) The Fairness Hearing will be held on [REDACTED] at [REDACTED] a.m./p.m. [subject to the Court's availability, the Parties recommend a date during the week of [DATE]], at the United States Courthouse, Wilkie D. Ferguson, Jr. Building, Courtroom 13-3, 400 North Miami Avenue, Miami, Florida 33128.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

## **EXHIBIT 8**

## Publication Notice

*Important Legal Notice from the United States District Court for the Southern District of Florida*

# If you are an Automotive Salvage and/or Recycler, you could get benefits from a class action settlement.

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

Settlements have been reached in a class action lawsuit alleging that Automotive Salvage and/or Recyclers sustained economic losses because they purchased certain vehicles containing allegedly defective airbags manufactured by Takata Corporation and its affiliates. The Settlements include certain **Toyota[, include other OEMs]** vehicles that contain or contained certain Takata PSAN Inflators (“Inflators”) in their driver or passenger front airbag that (i) have been recalled, or (ii) may be recalled or contain a desiccant and that may be subject to future recall as defined in the Settlement Agreement (the “Subject Vehicles”). The defendants deny any and all allegations of wrongdoing and the Court has not decided who is right.

**Am I included in the proposed Settlements?** The Settlements include the following persons and entities:

- Automotive Salvage and/or Recyclers in the United States, its territories and possessions, and the District of Columbia in existence at the time of the issuance of the Preliminary Approval Order that purchased a Subject Vehicle containing a Takata Inflator and that currently engage, or at the time of purchase were engaged, in automotive salvage and/or recycling.

A full list of Subject Vehicles and what constitutes an “Automotive Salvage and/or Recycler” are at [www.\[WEBSITE\].com](http://www.[WEBSITE].com). The Settlements do not involve claims for personal injury or damage to any property other than the Subject Vehicles.

**What do the Settlements provide?** Pursuant to the Enhanced Inflator Recovery Program, which shall run for two years, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy Inflators in or from Class Members’ Subject Vehicles that have been recalled as of [DATE]. Those Defendants that had existing programs regarding recovered and/or deployed or missing inflators will pay eligible Class Members 15% more per recovered and/or deployed or missing Inflator than they currently pay under their existing program(s). Those Defendants that did not have existing programs regarding recovered and/or deployed or missing inflators are implementing such programs. These additional payments do **not** apply to Inflators for which Toyota [**and other OEMs**] has already made a payment prior to the Enhanced Inflator Recovery Program, or to payments made after the expiration of the two-year Enhanced Inflator Recovery Program. More information on the benefits of the Settlements are available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**How can I participate in the Inflator Recovery Program?** You may submit a Claim to participate in the Enhanced Inflator Recovery Program. Instructions to submit a claim can be found in the Claim Form at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**What are my options?** You are not required to do anything in response to this notice unless you wish to exclude yourself from the settlements or file an objection. If you do not exclude yourself, then if the court approves the settlements, you may recover any benefits to which you may be

entitled under the settlements, and you will be legally bound by the settlement terms including the release of claims. The potential available benefits are more fully described in the Settlement Agreements, available at the settlement website. If you want to exclude yourself from the settlements, and not receive any benefits to which you may be eligible, then you exclude yourself by **Month DD, 2022**. You may object to the Settlements by **Month DD, 2022**. You cannot both exclude yourself from and object to, the Settlements. The deadlines and procedures for requesting exclusion from the settlement or filing an objection are also explained on the settlement website.

**Fairness Hearing.** The Court will hold a fairness hearing on **Month DD, 2022** to consider whether to finally approve the Settlements and a request for [\$214,937.78] in attorneys' costs and expenses for settlements involving Toyota[, include other OEMs and divide accordingly]. Plaintiffs' counsel are not seeking anything in attorneys' fees or for class representative awards associated with the settlement of this action. You may appear at the fairness hearing, either by yourself or through an attorney you hire, but you don't have to hire an attorney because class counsel will be there to represent your and settlement class's interests. For more information on all of these options, call or visit the website below.

**1-8XX-XXX-XXXX**

**www.XXXXXXXXXXXXXX.com**

**EXHIBIT 9**



**EXHIBIT 9 -- FORD SUBJECT VEHICLES**

<b>MODEL YEAR</b>	<b>MAKE AND MODEL</b>
2007-2010, 2015-2018	FORD EDGE
2006-2016	FORD FUSION
2005-2006	FORD GT
2005-2017	FORD MUSTANG
2004-2011	FORD RANGER
2015-2016	LINCOLN MKC
2007-2010, 2016-2018	LINCOLN MKX
2007-2016	LINCOLN MKZ
2006	LINCOLN ZEPHYR
2006-2011	MERCURY MILAN

**EXHIBIT 10**

**UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**  
1200 New Jersey Avenue SE  
Washington D.C. 20590

\_\_\_\_\_  
In re: )  
 )  
EA15-001 )  
Air Bag Inflator Rupture )  
\_\_\_\_\_ )

**CONSENT ORDER**

This Consent Order is issued pursuant to the authority of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation, and sets forth the requirements and performance obligations in connection with the determination by TK Holdings Inc. (“Takata”) that a defect related to motor vehicle safety may arise in some of the air bag inflators that Takata manufactured for certain vehicles sold or registered in the United States (the “Takata Inflators”). This Consent Order, together with the Defect Information Reports filed by Takata with NHTSA on May 18, 2015, pursuant to the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified, 49 U.S.C. § 30101 *et seq.* and 49 C.F.R. § 573.6(c), which are hereby incorporated by reference, contains Takata’s obligations under the terms and conditions incorporated herein.

**I. NATURE OF THE ACTION.**

1. On May 18, 2015, pursuant to its legal obligations under the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified, 49 U.S.C. § 30101 *et seq.* (the “Safety Act”) and 49 C.F.R. § 573.6(c), Takata filed four Defect Information Reports (“DIRs”) with NHTSA. In the DIRs, Takata stated “that a defect related to motor vehicle safety may arise in some of the subject inflators.”

2. Specifically, Takata's DIRs state, in part, "The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results and investigation indicate that this potential for rupturing may also depend on other factors, including vehicle design factors and manufacturing variability. In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants." Copies of Takata's DIRs are attached hereto as Exhibit A and are publicly available at NHTSA's website at [www.safercar.gov](http://www.safercar.gov).

3. NHTSA issues this Consent Order pursuant to its authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), to inspect and investigate, 49 U.S.C. § 30166(b)(1), to ensure that defective vehicles and equipment are recalled, 49 U.S.C. §§ 30118-30119, to ensure the adequacy of recalls, 49 U.S.C. § 30120(c), and to require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g). It is AGREED by Takata and ORDERED by NHTSA as follows:

4. Takata shall continue to cooperate in all future regulatory actions and proceedings that are part of NHTSA's ongoing investigation and oversight of the Takata Inflators and accompanying remedial actions. This cooperation includes, but is not limited to, testing reasonably directed by NHTSA; the agency's evaluation of the adequacy of the remedy under 49 U.S.C. § 30120(c)(1); and the coordination of the recall and remedy programs, including the organization and prioritization of the remedy under 49 U.S.C. § 30120(c)(3) and 49 C.F.R. § 573.14, and if appropriate as indicated by the data received from any source in any proceeding, a phased

schedule for the implementation of the remedy. Takata's material refusal to reasonably cooperate in any way pursuant to the terms of this Consent Order may subject Takata to civil penalties pursuant to 49 U.S.C. § 30165(a)(3) and 49 C.F.R. § 578.6(a)(3).

5. NHTSA will not seek any civil penalties, as demanded in its letter dated February 20, 2015, beyond those that may be applicable before May 18, 2015.

6. NHTSA's investigation in EA15-001 shall remain open until such time as NHTSA reasonably concludes, in its sole discretion and determination, that all issues thereunder, including all science, engineering and legal issues, as well as issues related to the scope of the population of recalled inflators, geographic scope of the recalls and adequacy of the remedy have been satisfactorily resolved. Any and all subsequent actions taken by NHTSA involving the investigation into the Takata Inflators may be included as part of EA15-001.

7. Takata shall continue to cooperate with NHTSA in its ongoing investigation and oversight of the Takata Inflators. Takata shall meet its obligations under the Safety Act and all regulations thereunder to take all actions and do all things reasonably necessary to comply with this Consent Order. Takata's cooperation will include, but is not limited to, the following:

(i) Upon receipt of additional Defect Information Reports submitted by a vehicle manufacturer pursuant to 49 C.F.R. § 573.6, the subject of which is a type of Takata air bag inflator not already covered by a previously existing DIR (submitted by Takata or any vehicle manufacturer), Takata shall meet with NHTSA, in an expedited manner and not less than five business days following NHTSA's receipt of the DIR, to discuss all issues related to the subject matter of that DIR. Upon written request of NHTSA, Takata shall file the required regulatory filing(s) if any.

(ii) Upon receipt of a Notice of Deposition pursuant to 49 C.F.R. § 510.6, Takata will use its reasonable best efforts to produce its employees and corporate representatives, regardless of the location of their employment worldwide, to testify in administrative depositions



with respect to the subject matter of EA15-001 or any other related NHTSA investigation, under oath and subject to the penalty of perjury. Depositions will be conducted at the United States Department of Transportation Headquarters in Washington D.C., the Washington D.C. offices of Dechert LLP, or such other location as the parties hereto agree;

(iii) Takata shall use its reasonable best efforts to continue to respond truthfully, completely, and in a timely fashion to all ongoing and future NHTSA requests for information, whether served via formal process or otherwise, pertaining to any issue in EA15-001, or any other NHTSA inquiry or investigation, formal or otherwise, regardless of whether Takata was the subject of the investigation. To the extent specifically requested by NHTSA going forward, Takata will continue to produce documents responsive to the Special Orders and General Order previously issued in this matter;

(iv) Takata shall continue to provide to NHTSA on an ongoing and requested basis all test results and data relating to the Takata Inflators as well as any non-privileged information and documents that Takata reasonably believes to be relevant to NHTSA's investigation of the Takata Inflators; and

(v) Takata shall provide prompt notice to NHTSA in the event any requirement of this Consent Order cannot be met or timely met.

8. Nothing in this Consent Order releases Takata from any civil penalties pursuant to NHTSA's authority under the Safety Act or regulations thereunder in EA15-001 or any other investigation or inquiry, formal or informal, however, NHTSA, in its sole discretion, will take into account Takata's cooperation, including, but not limited to, its submission of the DIRs attached hereto as Exhibit A, in seeking civil penalties, if any, against Takata. Nothing in this Consent Order limits NHTSA's ability to pursue or utilize any and all of its powers under the Safety Act or regulations thereunder in any future proceeding or investigation of any type. Nothing in this Consent Order requires NHTSA to obtain Takata's consent before NHTSA takes

any future action concerning any other investigation, investigatory phase or other proceeding involving EA15-001 or any other formal or informal investigation or inquiry, concerning any potential past violation of the Safety Act by Takata. This Consent Order does not release Takata from potential civil or criminal liabilities that may be asserted by the United States, the Department of Transportation, NHTSA, or any other governmental entity. This Consent Order is not binding upon any other federal agencies, state or local law enforcement agencies, licensing authorities or any other regulatory authorities, local or federal.

9. It is contemplated that NHTSA will convene one or more meetings with Takata and the vehicle manufacturers affected by the DIRs in an attempt to organize and coordinate the safety recalls and remedy programs. It is contemplated that the meetings will include, but not be limited to, issues surrounding the organization and prioritization for remedying vehicles containing the Takata Inflators, and may also include the staging of remedies set forth in the DIRs. In addition, it is contemplated that NHTSA shall retain authority to issue orders addressing the potential geographic expansion of recalls for the PSPI and PSPI-L Takata Inflators covered by two of the DIRs attached hereto. Any order requiring the geographic expansion of such recalls shall be issued only after consultation with Takata and the affected vehicle manufacturers and shall be based on a finding by NHTSA that the then-current results of testing and analysis, from any source, of the relevant Takata Inflators as well as the consideration of the risk to safety that is presented necessitate the expansion of the recall. NHTSA will consider any relevant data, including, but not limited to test results showing performance failures that NHTSA deems to be significant and which involve the subject inflators from specific makes and models of vehicles in regions outside the States previously covered by the applicable recalls. It is contemplated that NHTSA will participate in all or some of these meetings, or parts thereof, to the extent it deems necessary, but has no obligation to do so. Takata will attend and take all reasonable steps to cooperate with

NHTSA and the affected vehicle manufacturers at any meeting convened by NHTSA pursuant to this paragraph.

10. No later than 60 days after the execution of this Consent Order, Takata shall submit a plan to NHTSA that outlines the steps Takata will take, both independently and in concert with the affected vehicle manufacturers, to achieve the objectives of the Safety Act and this Consent Order. This plan shall be comprised of the following two components:

a. After consulting with the relevant vehicle manufacturers, Takata shall propose a plan that, to the extent reasonably possible, maximizes recall completion rates for all recalls involving Takata frontal air bag inflators. This component of the plan shall specify the steps that Takata will take to assist the vehicle manufacturers in customer outreach, whether by engaging with vehicle owners through new and traditional media, direct contacts with vehicle owners, and other innovative means of bringing consumer attention to this safety issue. Takata will prepare the plan described above as it relates to each of the affected vehicle manufacturers without regard to the supplier of the remedy parts.

b. Takata will also propose a plan to provide NHTSA with test data NHTSA deems sufficient or other information regarding the service life and safety of the remedy inflators currently being manufactured by Takata.

11. This Consent Order shall remain in effect throughout the pendency EA15-001 and all related NHTSA proceedings thereunder, unless the NHTSA Administrator issues a written order providing notice of prior termination. Any breach of the obligations under this Consent Order may, at NHTSA's option, be immediately enforceable in any United States District Court. Takata agrees that it will not raise any objection as to venue.

12. This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Order.



13. This Consent Order cannot be modified, amended or waived except by an instrument in writing signed by all parties, and no provision may be modified, amended or waived other than by a writing setting forth such modification, amendment or waiver and signed by the party making the modification, amendment or waiver.

14. Nothing in this Consent Order shall be interpreted or construed in a manner inconsistent with, contravening, or waiving any federal law, rule, or regulation in effect at the time of the execution of this Consent Order, or as amended thereafter.

15. Nothing herein constitutes, and shall not be construed to be, a waiver of any right or defense and does not constitute, and shall not be construed to be, an admission of liability by Takata as to any claim, or an admission by Takata that any claim could properly be asserted against it, or that any claim brought against Takata would have any basis in law or fact.

16. Should any condition or other provision contained herein be held invalid, void or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Consent Order and shall in no way affect, impair or invalidate any other provision of this Consent Order.

17. Takata shall provide written notice of each required submission under this Consent Order by electronic mail to NHTSA's Acting Associate Administrator for Enforcement (currently Frank Borris, [Frank.Borris@dot.gov](mailto:Frank.Borris@dot.gov)), and with a copy to NHTSA's Assistant Chief Counsel for Litigation and Enforcement (currently Timothy H. Goodman, [Tim.Goodman@dot.gov](mailto:Tim.Goodman@dot.gov)). NHTSA will provide notice to Takata if the individuals holding these positions or their e-mail addresses change.

18. The parties who are the signatories to this Consent Order have the legal authority to enter into this Consent Order, and each party has authorized its undersigned to execute this Consent Order on its behalf.

19. This Consent Order may be executed in counterparts, each of which shall be considered effective as an original signature.

20. This Consent Order is a fully integrated agreement and shall in all respects be interpreted, enforced and governed under the federal law of the United States. This Consent Order and the DIRs appended hereto as Exhibit A, set forth the entire agreement between the parties with regard to the subject matter hereof. There are no promises, agreements or conditions, expressed or implied, other than those set forth in this Consent Order and the DIRs in Exhibit A hereto.

APPROVED AND SO ORDERED:

NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: May 18, 2015

By: **//ORIGINAL SIGNED BY//**

Mark R. Rosekind, Ph.D.  
Administrator

Dated: May 18, 2015

By: 

Timothy H. Goodman  
Assistant Chief Counsel  
for Litigation & Enforcement

Dated: May 18, 2015


By: 

Christie L. Iannetta  
Senior Trial Attorney

AGREED:

Dated: May 18, 2015

TK HOLDINGS INC.

By: 

Shunkichi Shimizu  
President

By: 

Andrew J. Levander  
Dechert LLP  
Counsel for TK Holdings Inc.  
Approved as to Form

**CONSENT ORDER – EXHIBIT A**

- 1. Defect Information Report, TK Holdings Inc. – PSDI, PSDI-4 and PSDI-4K Driver Air Bag Inflators.**
- 2. Defect Information Report, TK Holdings Inc. – SPI Passenger Air Bag Inflators.**
- 3. Defect Information Report, TK Holdings Inc. –PSPI-L Passenger Air Bag Inflators.**
- 4. Defect Information Report, TK Holdings Inc. – PSPI Passenger Air Bag Inflators.**

May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**PSDI, PSDI-4, and PSDI-4K DRIVER AIR BAG INFLATORS**

1. **Manufacturer's name:**

TK Holdings Inc. ("Takata").

2. **Items of equipment potentially affected:**

All PSDI, PSDI-4, and PSDI-4K air bag inflators installed in frontal driver air bag modules in vehicles in the United States. This Report contemplates a national recall of the subject inflators. The subject inflators include all years of production, from start of production to end of production.

In accordance with the proposed staging of the remedy program described in section 7 below, the scope of the recall contemplated by this Report includes vehicles containing the subject inflators that were previously recalled and remedied by the affected vehicle manufacturers, including under recall numbers 08V-593, 09V-259, 10V-041, 11V-260, 14V-351, 14V-343, 14V-344, 14V-348, 14V-817, 14V-802, and 15V-153.

The inflators covered by this determination have been installed as original equipment or remedy parts in vehicles sold or registered in the United States and manufactured by the following five vehicle manufacturers (listed alphabetically):

American Honda Motor Co.  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Phone: 310-783-2000

BMW of North America  
P.O. Box 1227  
Woodcliff Lake, NJ 07677-7731  
Phone: 201-307-4000

Chrysler Group LLC  
800 Chrysler Drive  
Auburn Hills, MI 48326-2757  
Phone: 1-800-853-1403



**TK HOLDINGS INC.**  
**May 18, 2015**

Ford Motor Company  
330 Town Center Drive  
Dearborn, MI 48126-2738  
Phone: 1-866-436-7332

Mazda North American Operations  
46976 Magellan Drive  
Wixom, MI 48393  
Phone: 248-295-7859

**3. Total number of items of equipment potentially affected:**

Takata estimates that a combined total of approximately 17.6 million subject inflators have been installed in vehicles in the United States as both original equipment and remedy parts. Of that number, Takata estimates that approximately 4.7 million are PSDI inflators and approximately 12.9 million are PSDI-4 and PSDI-4K inflators. Included within these estimates are approximately 9.7 million inflators that were subject to previous recalls or safety campaigns.

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of PSDI subject inflators in the United States is fifty-nine (59). Fifty-four (54) of those field incidents occurred in vehicles that were subject to previous recalls. The number of field incidents known to Takata involving ruptures of PSDI-4 and PSDI-4K subject inflators in the United States is four (4). For comparison purposes, Takata estimates that there have been approximately 258,500 total field deployments of PSDI subject inflators and approximately 516,000 total field deployments of PSDI-4 and PSDI-4K subject inflators in the United States. Those estimates are based on the numbers of subject inflators described in section 3, estimates of the average age of the subject inflators in the field (11 years for PSDI and 8 years for PSDI-4 and PSDI-4K), and an estimate (used by NHTSA in its data analyses) that an average of 0.5 percent of frontal air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in no (zero) ruptures of PSDI subject inflators tested and has resulted in nine (9) ruptures (approximately 0.0722 percent) of PSDI-4 and PSDI-4K subject inflators tested, all from high absolute humidity States.

TK HOLDINGS INC.  
May 18, 2015

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The batwing-shaped propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, this potential for rupturing may also depend on other factors, including manufacturing variability.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

**6. Chronological summary of events leading to this determination:**

May 2003 – A PSDI-4 inflator ruptured in a BMW vehicle in Switzerland. After Takata was notified, the investigation determined that the 17-month-old inflator ruptured due to an overloading of propellant in the assembly of the inflator at issue. Takata introduced additional quality control measures designed to avoid such overloading.

May 2004 – A PSDI inflator manufactured in October 2001 ruptured in a Honda vehicle in Alabama. Takata was first notified of the event a year later in May 2005 and received only photographs for analysis. Takata tentatively concluded that the incident may have involved a potentially compromised tape seal on this inflator or possibly an overloading of propellant in the inflator at issue.

2007–2011 – After Takata was notified in late 2007 of a rupture of a PSDI inflator in a Honda vehicle, Takata promptly began an investigation. Following that investigation, in October 2008, Takata recommended that Honda conduct a safety recall to replace certain PSDI inflators, and Honda did so. Based on further investigation and additional information developed by Takata, Honda expanded its initial recall on several occasions to cover all vehicles containing PSDI inflators manufactured prior to December 1, 2001.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation into reports of inflator ruptures, Takata has consulted with the Fraunhofer Institute for Chemical Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include



**TK HOLDINGS INC.**

**May 18, 2015**

energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

September 2013 – Takata became aware of a rupture of a PSDI driver inflator in a Honda vehicle in Florida that was not covered by the prior Honda recalls. Takata immediately commenced an additional investigation.

December 2013 – April 2015 – Takata was informed of eight additional incidents in which PSDI and PSDI-4 driver inflators not covered by the prior Honda recalls had ruptured. These eight additional field incidents occurred in the following States: Florida (6), California (1), and North Carolina (1).

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata's highest priority is safety, and in light of the Company's desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA's request for regional field actions to replace PSDI and PSDI-4 inflators manufactured between January 1, 2004 and June 30, 2007, that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain passenger inflators.) The five vehicle manufacturers that had installed these driver inflators promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 174 PSDI inflators and 12,464 PSDI-4 and PSDI-4K inflators. None (zero) of the PSDI inflators ruptured during this testing, and nine (9) of the PSDI-4 and PSDI-4K inflators ruptured during this testing, yielding a rupture rate for the PSDI-4 and PSDI-4K inflators of 0.0722 percent. Six (6) of the ruptured inflators were returned from Florida, two (2) from Puerto Rico, and one (1) from non-coastal Georgia.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by

**TK HOLDINGS INC.**  
**May 18, 2015**

means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur. In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers to Takata for the validation and production of the subject inflators as original equipment.

The results of the Fraunhofer ICT research and the Takata testing to date are consistent with the location and age of the inflators that have ruptured in the field and in Takata's testing.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Defect Information Report.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015, Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

At the present time, Takata continues to produce a small number of PSDI-4 inflators for use as remedy parts. Takata intends to cease production of the subject inflators, including for use as remedy parts.

Consistent with the above, including Takata's discussions with NHTSA, Takata's preliminary recommendation for the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under this approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators in four stages over time, as outlined here:

- First, vehicles sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, Mississippi, California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri, and containing subject inflators manufactured between the start of production and December 31, 2007;

**TK HOLDINGS INC.**  
**May 18, 2015**

- Second, vehicles sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, Mississippi, California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri, and containing subject inflators manufactured between the start of production and December 31, 2011;
- Third, vehicles sold in or ever registered in any other States not listed above and containing subject inflators manufactured between the start of production and December 31, 2007; and
- Fourth, any remaining vehicles not listed above that contain the subject inflators, including subject inflators previously installed as remedy parts.



May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**SPI PASSENGER AIR BAG INFLATORS**

**1. Manufacturer's name:**

TK Holdings Inc. ("Takata").

**2. Items of equipment potentially affected:**

All SPI air bag inflators manufactured by Takata between April 2000 (start of production) and the end of inflator production for vehicle Model Year 2008 that were installed as original equipment in frontal passenger air bag modules in vehicles sold in the United States. This Report contemplates a nationwide recall of the subject inflators.

The scope of the recall contemplated by this Report includes vehicles that were previously recalled under prior recalls, including recall numbers 13V-133, 13V-136, 14V-361, 14V-312, 14V-399, 14V-340, 14V-343, 14V-350, 14V-421, 14V-471, 14V-655, 14V-701, 14V-752, 14V-763, 14V-770, 14V-787, and 15V-226. The inflators described in this Report may have previously been covered under two Defect Information Reports filed by Takata: 13E-017 and 14E-073.

Takata continues to conduct engineering analyses of SPI inflators produced after the end of production for Model Year 2008.

The inflators covered by this determination were installed in vehicles manufactured by the following vehicle manufacturers (listed alphabetically):

Chrysler Group LLC  
800 Chrysler Drive  
Auburn Hills, MI 48326-2757  
Phone: (800) 853-1403

Daimler Trucks North America LLC  
4747 N. Channel Avenue  
Portland, OR 97217-3849  
Phone: (503) 745-8000

**TK HOLDINGS INC.**  
**May 18, 2015**

Ford Motor Company  
330 Town Center Drive  
Dearborn, MI 48126-2738  
Phone: (866) 436-7332

General Motors LLC  
3001 Van Dyke Road  
Warren, MI 48090-9020  
Phone: (313) 556-5000

Mitsubishi Motors North America, Inc.  
6400 Katella Avenue  
Cypress CA 90630  
Phone: (714) 372-6000

Nissan North America, Inc.  
One Nissan Way  
Franklin, TN 37068  
Phone: (615) 725-1000

Subaru of America, Inc.  
P.O. Box 6000  
Cherry Hill, NJ 08034-6000  
Phone: (856) 488-8500

Toyota Motor Engineering & Manufacturing  
19001 South Western Ave.  
Torrance, CA 90501  
Phone: (800) 331-4331

**3. Total number of items of equipment potentially affected:**

Takata manufactured approximately 7.7 million SPI inflators for the North American market during the date range covered by this Report. Of that number, Takata estimates that approximately 2.8 million were subject to previous recalls and safety campaigns. Although Takata knows how many subject inflators it sold to each of the vehicle manufacturers identified above during the relevant period, it does not know precisely how many of those inflators were installed in vehicles that were sold in or registered in the United States. More precise information can be supplied by the vehicle manufacturers.

**TK HOLDINGS INC.**

**May 18, 2015**

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is eight (8). Of those field incidents, four (4) involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 202,125 total field deployments of SPI subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (10.5 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in fifty-six (56) ruptures (approximately 0.9 percent) of the subject inflators tested.

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results and investigation indicate that this potential for rupturing may also depend on other factors, including vehicle design factors and manufacturing variability.

Takata is also aware of a potential issue associated with the inflator body internal tape seals on some SPI inflators. During its investigation, Takata observed a small number of tape seal leaks in SPI inflators manufactured prior to 2007. These leaks were discovered during leak testing in 2014, as part of the Takata returned-inflator evaluation program. Leaks have been found in SPI inflators returned from several of the vehicle manufacturers listed in section 2. Such a leak can increase the potential for moisture to reach the main propellant wafers, possibly in areas outside of the highest absolute humidity States.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.



TK HOLDINGS INC.  
May 18, 2015

**6. Chronological summary of events leading to this determination:**

May 2009–March 2010 – Four SPI inflators ruptured in auto recycling centers in Japan.

October 2011 – Takata was first notified of a reported field rupture involving an SPI inflator in a Toyota vehicle in Japan.

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional field rupture incidents in the United States, two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years). These incidents all occurred in Toyota Corolla vehicles and involved PSPI-L inflators.

April 2013 – Based on its investigation, Takata submitted a defect information report (“DIR”), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a

**TK HOLDINGS INC.**

**May 18, 2015**

relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata’s highest priority is safety, and in light of the Company’s desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA’s request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Three of these involved SPI inflators installed in Nissan Sentra vehicles. Two of these incidents occurred in Florida and the remaining incident occurred in Louisiana.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing includes (but is not limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 5,911 SPI passenger inflators. Of those inflators, 56 ruptured during this testing, yielding a rupture rate of 0.9 percent. All of these test ruptures involved inflators returned from the States identified in the prior paragraph, except two (one returned from Oregon and one from Pennsylvania) that were subject to previous recalls.



**TK HOLDINGS INC.**  
**May 18, 2015**

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research to date are consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing. Takata's testing also indicates that the design of the vehicle and the design of the air bag module are associated with differences in outcomes.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

In addition, as part of its investigation, Takata conducted air leak tests and helium leak tests on certain inflators. Leak testing started in November 2014 as part of Takata's returned-inflator evaluation program. Through May 1, 2015, Takata has identified a high leak rate in 28 out of 1027 SPI inflators tested. The cause of these leaks is still under investigation, but it appears to be due, in part, to an adhesion failure of the tape seal that occurs after long-term environmental exposure. No leaks have been observed in any inflators manufactured after 2004.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Defect Information Report. In particular, in an abundance of caution and to address practical considerations relating to the administration of the remedy program for the United States, Takata agreed to extend the scope of the present Report through inflator production for Model Year 2008 at the insistence of NHTSA.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015, Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

**TK HOLDINGS INC.**

**May 18, 2015**

At this time and consistent with the above, including Takata's discussions with NHTSA, Takata's preliminary recommendation for the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under this approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators in four stages, based on the order of production with the oldest inflators being remedied first.

May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**PSPI-L PASSENGER AIR BAG INFLATORS**

1. **Manufacturer's name:**

TK Holdings Inc. ("Takata").

2. **Items of equipment potentially affected:**

All PSPI-L air bag inflators installed as original equipment in frontal passenger air bag modules in specific vehicle models sold in the United States, as follows:

Model Years 2004-2007 Honda Accord vehicles  
Model Years 2003-2007 Toyota Corolla vehicles  
Model Years 2003-2007 Toyota Matrix vehicles  
Model Years 2003-2007 Pontiac Vibe vehicles

This Report contemplates the potential for a national recall, subject to the determinations of NHTSA and consultations with the affected vehicle manufacturers, as described in section 7 below. The recall contemplated in this Report would be in addition to the previous recalls and safety campaigns involving these inflators, including recall numbers 13V-132, 13V-133, 14V-312, 14V-349, 14V-353, 14V-655, and 14V-700. Takata previously filed Defect Information Reports 13E-017 and 14E-073 relating to the subject inflators.

Takata continues to conduct engineering analyses of other PSPI-L inflators, including those produced after the end of production for Model Year 2007.

The inflators covered by this determination were installed as original equipment in vehicles manufactured by the following vehicle manufacturers (listed alphabetically):

American Honda Motor Co.  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Phone: (310) 783-2000

General Motors LLC  
30001 Van Dyke Road  
Warren, MI 48090-9020  
Phone: (313) 556-5000



**TK HOLDINGS INC.**  
**May 18, 2015**

Toyota Motor Engineering & Manufacturing  
19001 South Western Ave.  
Torrance, CA 90501  
Phone: (800) 331-4331

**3. Total number of items of equipment potentially affected:**

The total number of subject inflators potentially affected on a national basis in the vehicle models identified above is approximately 5.2 million. Of that number, Takata estimates that approximately 1.1 million are subject to previous recalls and safety campaigns.

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is ten (10). Of those field ruptures, four (4) involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 143,000 total field deployments of the subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (11 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by the vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in 180 ruptures (approximately 2.16 percent) of the subject inflators tested.

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results indicate that even with identical inflator designs, the likelihood of a potential rupture is greater in certain vehicle models, including the models identified above, due to factors that have not yet been identified. The potential for rupture may also be influenced by other factors, including manufacturing variability.

**TK HOLDINGS INC.**  
**May 18, 2015**

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

**6. Chronological summary of events leading to this determination:**

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional incidents in the United States (two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years)). These incidents all occurred in Honda Civic or Toyota Corolla vehicles.

April 2013 – Based on its investigation, Takata submitted a defect information report (“DIR”), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a



**TK HOLDINGS INC.**  
**May 18, 2015**

relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata’s highest priority is safety, and in light of the Company’s desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA’s request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Four of these involved PSPI-L inflators installed in Toyota Corolla vehicles. Three of these incidents occurred in Puerto Rico and the remaining incident occurred in Texas.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 8,320 PSPI-L inflators from the affected vehicle manufacturers, including inflators installed in vehicle models not covered by this report. Of those inflators, 180 ruptured during this testing, yielding a rupture rate of 2.16 percent. All but three of these test ruptures involved inflators returned from the high absolute humidity States listed in the first stage of the remedy program described in section 7 below. The remaining three test ruptures involved inflators returned from Illinois (2) and Kentucky (1), but the information available to

**TK HOLDINGS INC.**  
**May 18, 2015**

Takata indicates that these three inflators were removed from vehicles that had been registered for several years in Florida or coastal Texas.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long-term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research date are consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing.

Takata's testing indicates that vehicle and model design differences are associated with differences in outcomes. Significantly, Takata's test results indicate that the likelihood of a potential rupture is greater in the vehicle models identified in this report, due to as-yet unidentified factors.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Report.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015 (the "Consent Order"), Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

Pursuant to the Consent Order, Takata will continue to test the subject inflator type in all makes, models, and model years of vehicles that are covered by a safety campaign or otherwise made available or obtained by Takata for testing, and Takata will report those results to NHTSA.



**TK HOLDINGS INC.**

**May 18, 2015**

Consistent with paragraphs 4 and 9 of the Consent Order, this Report recommends and contemplates that the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under that approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators first in high absolute humidity States, with any further expansion of the remedy program to proceed by geographic zones, contingent on subsequent orders that may be issued by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, as follows:

- The initial recall contemplated by this Report and the Consent Order would include the vehicle models listed in section 2 that were sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, and Mississippi;
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri;
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of Ohio, Indiana, New Jersey, West Virginia, the District of Columbia, Kansas, Pennsylvania, Washington, Massachusetts, Connecticut, Michigan, New York, Rhode Island, Oregon, Iowa, and Nebraska; and
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any of the remaining States.



May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**PSPI PASSENGER AIR BAG INFLATORS**

**1. Manufacturer's name:**

TK Holdings Inc. ("Takata").

**2. Items of equipment potentially affected:**

All PSPI air bag inflators installed as original equipment in frontal passenger air bag modules in specific vehicle models sold in the United States, as follows:

Model Year 2003 Honda Accord vehicles  
Model Years 2001-2006 Honda Civic vehicles

The above represents all Model Years of the listed vehicle makes and models that contain PSPI inflators.

This Report contemplates the potential for a national recall, subject to the determinations of NHTSA and consultations with the vehicle manufacturer, as described in section 7 below. The recall contemplated in this Report would be in addition to the previous recalls and safety campaigns involving these inflators, including recall numbers 13V-132, 14V-349, 14V-353, and 14V-700. Takata previously filed Defect Information Reports 13E-017 and 14E-073 relating to the subject inflators.

The inflators covered by this determination were installed as original equipment in vehicles manufactured by the following vehicle manufacturer:

American Honda Motor Co.  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Phone: (310) 783-2000

**3. Total number of items of equipment potentially affected:**

The total number of subject inflators potentially affected on a national basis in the vehicle models identified above is approximately 3.3 million. Of that number, Takata estimates that approximately 2.1 million are subject to previous recalls and safety campaigns.

TK HOLDINGS INC.

May 18, 2015

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is three (3), all of which involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 94,875 total field deployments of the subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (11.5 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by Honda, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in twenty (20) ruptures (approximately 0.51 percent) of the subject inflators tested.

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results indicate that even with identical inflator designs, the likelihood of a potential rupture is greater in certain vehicle models, including the models identified above, due to factors that have not yet been identified. The potential for rupture may also be influenced by other factors, including manufacturing variability.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

**6. Chronological summary of events leading to this determination:**

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical



**TK HOLDINGS INC.**  
**May 18, 2015**

Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional incidents in the United States (two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years)). These incidents all occurred in Honda Civic or Toyota Corolla vehicles.

April 2013 – Based on its investigation, Takata submitted a defect information report (“DIR”), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata’s highest priority is safety, and in light of the Company’s desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA’s request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct

**TK HOLDINGS INC.**

**May 18, 2015**

the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Four of these involved PSPI-L inflators installed in Toyota Corolla vehicles. Three of these incidents occurred in Puerto Rico and the remaining incident occurred in Texas.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 3,932 Honda PSPI inflators. Of those inflators, 20 ruptured during this testing, yielding a rupture rate of 0.51 percent. All of these test ruptures involved inflators returned from the high absolute humidity States listed in the first stage of the remedy program described in section 7 below.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long-term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research to date are



**TK HOLDINGS INC.**

**May 18, 2015**

consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing.

Takata's testing indicates that vehicle and model design differences are associated with differences in outcomes. Significantly, Takata's test results indicate that the likelihood of a potential rupture is greater in the vehicle models identified in this report, due to as-yet unidentified factors.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Report.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015 (the "Consent Order"), Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

Pursuant to the Consent Order, Takata will continue to test the subject inflator type in all makes, models, and model years of vehicles that are covered by a safety campaign or otherwise made available or obtained by Takata for testing, and Takata will report those results to NHTSA.

Consistent with paragraphs 4 and 9 of the Consent Order, this Report recommends and contemplates that the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under that approach, Takata plans to work with the manufacturer of the vehicles in which the subject inflators were installed (Honda) to implement an appropriate recall to replace the subject inflators first in high absolute humidity States, with any further expansion of the remedy program to proceed by geographic zones, contingent on subsequent orders that may be issued by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, as follows:

- The initial recall contemplated by this Report and the Consent Order would include the vehicle models listed in section 2 that were sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, and Mississippi;

**TK HOLDINGS INC.**

**May 18, 2015**

- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri;
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of Ohio, Indiana, New Jersey, West Virginia, the District of Columbia, Kansas, Pennsylvania, Washington, Massachusetts, Connecticut, Michigan, New York, Rhode Island, Oregon, Iowa, and Nebraska; and
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any of the remaining States.

**UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**  
1200 New Jersey Avenue SE  
Washington, D.C. 20590

**In re:** )  
 )  
EA15-001 )  
Air Bag Inflator Rupture )  
 )  
 )  
 )

**CONSENT ORDER**

This Consent Order is issued pursuant to the authority of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation, to resolve issues of liability raised in the above-captioned investigation, to mitigate and control risks of harm, and to promote public safety. This Consent Order sets forth the penalties, requirements, and performance obligations agreed to by TK Holdings Inc. (“Takata”), in connection with Takata’s alleged failure to fully comply with the requirements of the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified (the “Safety Act”), 49 U.S.C. § 30101, *et seq.*, and applicable regulations thereunder, as detailed herein.

The Consent Order of May 18, 2015, issued by NHTSA in this matter and agreed to by Takata, remains in effect and is hereby incorporated by reference, and its terms and conditions are made a part of this Consent Order as if set forth fully herein.

**I. NATURE OF THE ACTION**

1. The Safety Act provides for regulation of motor vehicles and motor vehicle equipment by the Secretary of Transportation. The Secretary has delegated his authorities under the Safety Act to the NHTSA Administrator, 49 C.F.R. §§ 1.95(a), 501.2(a)(1).

2. The Safety Act and applicable regulations impose certain obligations on manufacturers of motor vehicles and motor vehicle equipment to provide timely notice to NHTSA in particular circumstances where the manufacturer has determined in good faith that its motor vehicles or items of equipment contain a defect related to motor vehicle safety or do not comply with a Federal Motor Vehicle Safety Standard. *See* 49 U.S.C. § 30118(c); 49 C.F.R. § 573.3(e)(f); 49 C.F.R. § 573.6(a). Such notice, in the form of a Defect Information Report, is required not more than five working days after the manufacturer knew or should have known of a potential defect in its motor vehicle or motor vehicle equipment that poses an unreasonable risk to safety, or a non-compliance in its vehicles or equipment. *See* 49 C.F.R. § 573.6(a); *see also United States v. General Motors Corp.*, 656 F. Supp. 1555, 1559 n.5 (D.D.C. 1987); *United States v. General Motors Corp.*, 574 F. Supp. 1047, 1049-50 (D.D.C. 1983).

3. The Safety Act and applicable regulations impose certain obligations on manufacturers to preserve records that are needed for the proper investigation, and adjudication or other disposition, of possible defects related to motor vehicle safety. 49 U.S.C. § 30166(e); 49 C.F.R. § 576.2. The records to be maintained by manufacturers include documentary materials that contain information concerning malfunctions that may be related to motor vehicle safety. 49 C.F.R. § 576.6. Such malfunctions include any failure in performance that could, in any reasonably foreseeable manner, be a causative factor in, or aggravate, an accident or an injury to a person. 49 C.F.R. § 576.8.

4. The Safety Act and applicable regulations impose certain obligations on manufacturers to provide timely, accurate, and complete information and cooperation in response to requests from NHTSA in connection with the investigation of potential risks to safety. *See* 49 U.S.C. §§ 30166(c), 30166(e).



5. A person who violates the defect notification requirements of the Safety Act, or a regulation thereunder, is currently liable to the United States Government for a civil penalty of not more than \$7,000 for each violation, subject to a limit of \$35,000,000 for a related series of violations. *See* 49 U.S.C. § 30165(a)(1); 49 C.F.R. § 578.6(a)(1). A person who fails to comply with the records retention and/or reporting obligations of section 30166 is currently liable for penalties of up to \$7,000 per day per violation, subject to a limit of \$35,000,000 for a related series of violations. 49 U.S.C. § 30165(a)(3); 49 C.F.R. § 578.6(a)(3). A separate violation occurs for each item of motor vehicle equipment and for each failure or refusal to allow or perform a required act. 49 U.S.C. § 30165(a)(1); 49 C.F.R. § 578.6(a)(1).

6. Takata is a manufacturer of motor vehicle equipment within the meaning of the Safety Act, *see* 49 U.S.C. §§ 30102(a)(5), 30102(a)(7), and a person within the meaning of 49 U.S.C. § 30165.

## **II. BACKGROUND**

7. On June 11, 2014, NHTSA opened a formal defect investigation (Preliminary Evaluation, PE14-016) into certain Takata air bag inflators that may become over-pressurized and rupture during air bag deployment, resulting in injury to the driver and/or passenger.

8. During the course of PE14-016, NHTSA issued two Special Orders to Takata, one on October 30, 2014 and one on November 18, 2014, and one General Order to Takata and the affected motor vehicles manufacturers on November 18, 2014, all of which requested documents and information related to the investigation.

9. On February 24, 2015, NHTSA upgraded and expanded its investigation to include various model year 2001-2011 motor vehicles, which contain air bag inflators manufactured by Takata (Engineering Analysis, EA15-001).

10. On May 18, 2015, Takata filed four Defect Information Reports with NHTSA in accordance with 49 C.F.R. § 573.6 (the “Takata DIRs”). In those Takata DIRs, Takata identified a defect related to motor vehicle safety that may arise in some of the frontal air bag inflator types that it has manufactured. The Takata DIRs have been designated by NHTSA as Recall Nos. 15E-040, 15E-041, 15E-042, and 15E-043.

11. On May 18, 2015, in connection with the filing of the Takata DIRs, Takata agreed to and NHTSA issued a Consent Order in EA15-001 (the “First Takata Consent Order”). Under the terms of the First Takata Consent Order, Takata was required to continue its cooperation in NHTSA investigation EA15-001; continue its cooperation in all regulatory actions and proceedings that may become part of NHTSA’s ongoing investigation and oversight of Takata air bag inflators; submit a plan to NHTSA outlining the steps Takata would take to maximize recall completion rates (the “‘Get the Word Out’ Digital Outreach Plan”); and submit a plan to provide NHTSA with test data and other information regarding the service life and safety of the remedy inflators (the “Proposed Plan to Test the Service Life and Safety of Certain Inflators”). *See* First Takata Consent Order at ¶¶ 7, 10. To date, Takata has substantially complied with the First Takata Consent Order.

12. On June 5, 2015, NHTSA issued a Notice of Coordinated Remedy Program Proceeding for the Replacement of Certain Takata Air Bag Inflators, and opened Docket No. NHTSA-2015-0055, to determine what action, if any, the agency should undertake to prioritize, organize, and phase the recall and remedy programs related to the Takata DIRs. *See* 80 Fed. Reg. 32197 (June 5, 2015).

13. Since commencing the Coordinated Remedy Program Proceeding, NHTSA has issued two additional Special Orders to Takata - one on June 19, 2015 and one on August 13,

2015. The Special Orders sought documents and information relevant to NHTSA's investigation and the Coordinated Remedy Program Proceeding. To date, Takata has substantially complied with these Special Orders.

### III. FINDINGS

14. During the course of NHTSA's investigation, including its review of Takata's responses to the Special Orders issued by NHTSA, its review of documents produced by Takata, and its review of information proactively disclosed by Takata, the agency has discovered facts and circumstances indicating that Takata may have violated the Safety Act and the regulations thereunder in at least some respects; including possible violations of 49 U.S.C. § 30118(c)(1), 49 U.S.C. § 30119(c)(2), 49 U.S.C. § 30166, 49 C.F.R. § 573.3(e)-(f), and 49 C.F.R. § 573.6(b). It is the mutual desire of NHTSA and Takata to resolve these alleged violations, without the need for further action, to avoid the legal expenses and other costs of a protracted dispute and potential litigation, as well as to establish remedial measures with the purpose of mitigating risk and deterring future violations.

15. More specifically, during the course of NHTSA's investigation, the agency has discovered facts and circumstances indicating that:

a. Takata failed to provide notice to NHTSA of the safety-related defect that may arise in some of the inflators that are the subjects of Recall Nos. 13E-017, 14E-073, 15E-040, 15E-041, 15E-042, and 15E-043 within five working days of when Takata determined, or in good faith should have determined, the existence of that defect.

b. In several instances, Takata produced testing reports that contained selective, incomplete, or inaccurate data.

c. Takata failed to clarify inaccurate information provided to NHTSA, including, but not limited to, during a presentation made to the agency in January 2012.

d. Takata failed to comply fully with the instructions contained in the Special Orders issued by NHTSA on October 30, 2014 and November 18, 2014, as set forth more fully in the agency's February 20, 2015 letter to Takata.

#### **IV. LEGAL AUTHORITY**

16. NHTSA issues this Consent Order pursuant to its authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), including, among other things, its authority to inspect and investigate, 49 U.S.C. § 30166(b)(1); compromise the amount of civil penalties, 49 U.S.C. § 30165(b); ensure that defective vehicles and equipment are recalled, 49 U.S.C. §§ 30118-30119; ensure the adequacy of recalls, 49 U.S.C. § 30120(c)(1); accelerate remedy programs, 49 U.S.C. § 30120(c)(3); and require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g). In consideration of Takata's entry into this Consent Order and its commitments outlined below, it is AGREED by Takata and ORDERED by NHTSA as follows:

#### **V. TERMS AND CONDITIONS OF CONSENT ORDER**

##### **Safety Act Admissions**

17. Takata admits that it did not satisfy the notice provisions of the Safety Act when it failed to provide notice to NHTSA of certain information potentially relevant to one or more of the safety-related defects that may arise in some of the inflators that are the subjects of Recall Nos. 13E-017, 14E-073, 15E-040, 15E-041, 15E-042, and 15E-043 within the five-day period provided by the Safety Act and regulations prescribed thereunder in 49 U.S.C. § 30118(c)(1),

49 U.S.C. § 30119(c)(2), 49 C.F.R. § 573.3(e)-(f), and 49 C.F.R. § 573.6(b), which at the time Takata did not believe was required.

18. Takata admits that it failed to provide, within the time limits requested by NHTSA, an explanation of certain documents produced to NHTSA pursuant to the Special Orders issued by NHTSA on October 30, 2014 and November 18, 2014.

**Civil Penalty**

19. Subject to the terms in the remainder of this Paragraph 19, Takata shall pay a civil penalty in the sum of two hundred million dollars (\$200,000,000) in connection with the matters addressed in this Consent Order, as follows:

a. The sum of seventy million dollars (\$70,000,000) shall be paid as the Civil Penalty Amount in accordance with the instructions set forth in Paragraph 20.

b. The sum of sixty million dollars (\$60,000,000), in the form of Stipulated Civil Penalties, shall be deferred and held in abeyance pending satisfactory completion of Paragraph 26.b.

c. The sum of seventy million dollars (\$70,000,000), in the form of Liquidated Penalties, shall be deferred and held in abeyance, and shall become due and payable in the increments described in Paragraphs 26.a. and 47 below, in the event NHTSA determines that Takata entered into any new contract for the manufacture and sale of any Takata PSAN inflator after the date of this Consent Order, or committed a violation of the Safety Act or the regulations prescribed thereunder, which was not disclosed to NHTSA as of the date of this Consent Order.

20. Takata shall pay the Civil Penalty Amount of seventy million dollars (\$70,000,000) in six lump-sum payments by electronic funds transfer to the U.S. Treasury, in

accordance with the instructions provided by NHTSA. The payments shall be made on the following schedule:

	<b>Date</b>	<b>Amount</b>
<b>First Payment</b>	February 1, 2016	\$10,000,000
<b>Second Payment</b>	October 31, 2016	\$10,000,000
<b>Third Payment</b>	October 31, 2017	\$10,000,000
<b>Fourth Payment</b>	October 31, 2018	\$10,000,000
<b>Fifth Payment</b>	October 31, 2019	\$15,000,000
<b>Sixth Payment</b>	October 31, 2020	\$15,000,000

21. Takata admits that it has an obligation to the United States in the amount of two hundred million dollars (\$200,000,000), as provided for in Paragraph 19 above, arising from activities under the jurisdiction of the U.S. Department of Transportation and subject to the Federal Claims Collection Act of 1966, as amended and codified at 31 U.S.C. § 3701, *et seq.* (hereinafter the “Claims Collection Act”).

22. If Takata fails to make the payment of the Civil Penalty Amount set forth in Paragraph 20 above, or any payment of Stipulated Civil Penalties or Liquidated Penalties, as may be imposed in accordance with Paragraphs 26.a., 26.b., and 47, on or before their respective due dates, Takata shall be in default of this Consent Order and any unpaid amounts shall become immediately due and owing. In that event, (i) Takata agrees not to contest any collection action undertaken by NHTSA or the United States pursuant to the Claims Collection Act and U.S. Department of Transportation regulations, 49 C.F.R. § 89, either administratively or in any court, and (ii) Takata shall affirmatively waive any and all defenses or rights that would otherwise be available to it in any such collection proceeding. In addition, in such a proceeding, Takata shall pay the United States all reasonable costs of collection and enforcement, including attorneys’ fees and expenses.

23. In determining the appropriate amount of the civil penalty to be imposed, the agency has taken into consideration the purpose and objectives of the Safety Act (including the relevant factors set forth at 49 U.S.C. § 30165(c)), as well as the actions and commitments of Takata, including: Takata's willingness to enter into this Consent Order; Takata's decision to terminate certain employees; Takata's continued commitment to cooperate in the agency's ongoing investigation of air bag inflator ruptures, EA15-001, and its commitment to cooperate in the Coordinated Remedy Program announced by NHTSA on November 3, 2015, as set forth in Paragraph 32 below; Takata's commitment to improving its internal safety culture, as set forth in Paragraph 33 below; and the substantial costs Takata will incur in implementing and completing its "Get the Word Out" Digital Outreach Plan, its Proposed Plan to Test the Service Life and Safety of Certain Inflators, and the other obligations of this Consent Order.

**Phase Out of Certain Takata PSAN Inflators**

24. Takata states that air bags equipped with inflators containing phase-stabilized ammonium nitrate-based propellants (the "Takata PSAN inflators") have generally performed as intended and in the vast majority of cases deploy safely and are effective in saving lives and preventing serious injuries in motor vehicle accidents. Takata further states that it continues to have confidence in the safety of the Takata PSAN inflators it is manufacturing for use in air bags. NHTSA does not share this same confidence in the long-term performance of such inflators, particularly those that do not contain a desiccant;<sup>1</sup> including, but not limited to, the following inflator types: SDI, PSDI, PSDI-4, PSDI-4K, SPI, PSPI, and PSPI-L (the "non-desiccated Takata PSAN inflators"). In order to reach this resolution with NHTSA, and

---

<sup>1</sup> A desiccant is hygroscopic substance that has a high affinity for moisture and is used as a drying agent.



considering the commercial needs of its customers, Takata has agreed to phase out of the manufacture and sale of certain Takata PSAN inflators, as described below.

25. To mitigate and control the risk of serious injury or death due to an air bag inflator rupture, and in light of the significant population of vehicles containing Takata inflators, as well as Takata's current understanding of the defect that may arise in some inflators, as set forth in the Takata DIRs (*i.e.*, that "the inflator ruptures appear to have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity"), the agency believes there is a principled basis to allow Takata, on the schedule set forth below, to phase out of its manufacture and sale of certain Takata PSAN inflators and to continue testing the safety and service life of the Takata PSAN inflators, as set forth in Paragraphs 26-28 below. Based upon the agency's analysis and judgment, this approach best meets the objectives of the Safety Act, while taking into account the size of the affected vehicle population, the apparent nature of the defect mechanism, and other factors as they are best known and understood as of the date of this Consent Order. That being said, NHTSA states that Takata has studied this complex problem for at least the last eight years and, to date, does not have a definitive root cause. The agency does not believe that the American public will be well served if the root cause investigation continues indefinitely. The agency further believes there is a principled basis to require Takata to either demonstrate the safety of the Takata PSAN inflators, or file Defect Information Reports, as set forth in Paragraphs 29-30 below.

NHTSA reserves the right to alter the schedules set forth in Paragraphs 26 and 30 through a final order if NHTSA determines that such alteration is required by the Safety Act based on the occurrence of future field ruptures, testing (whether conducted by Takata, NHTSA, or any other

third party), or other circumstances to mitigate an unreasonable risk to safety within the meaning of the Safety Act. Any such order altering the schedules set forth in Paragraphs 26 and 30 will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

26. **New and Existing Contracts.** Takata shall phase out of the manufacture and sale of certain Takata PSAN inflators for use in the United States, as set forth in this Paragraph.

a. With respect to new contracts, Takata shall not, and hereby represents that it has not since October 31, 2015, commit, contract for sale or resale, offer, provision for use, or otherwise agree to place into the stream of commerce of the United States any Takata PSAN inflator, regardless of whether it contains 2004 propellant or 2004L propellant, and regardless of whether or not it contains desiccant. If Takata violates this Paragraph 26.a., then Takata shall pay Liquidated Penalties as follows: for the first such violation, Takata shall make a lump-sum payment of five million dollars (\$5,000,000); for the second such violation, Takata shall make a lump-sum payment of ten million dollars (\$10,000,000); and for the third such violation, Takata shall make a lump-sum payment of twenty million dollars (\$20,000,000). Each payment of such Liquidated Penalties shall be made by electronic funds transfer to the U.S. Treasury within ten

business days of a final determination of the violation by NHTSA (following a reasonable opportunity for Takata to seek review of the determination), in accordance with the instructions provided by NHTSA. Nothing in this paragraph bars Takata from (1) selling or shipping service or replacement parts for the types of inflators covered by supply contracts existing prior to October 31, 2015, or (2) committing, selling, offering, provisioning for use, or otherwise agreeing to supply Takata PSAN inflator types that contain desiccant in lieu of non-desiccated Takata PSAN inflators; provided, however, that the manufacture and sale may be limited in case of: (i) any non-desiccated Takata PSAN inflators by Paragraph 26.b. and (ii) any desiccated Takata PSAN inflators (as defined in Paragraph 26.c. below) by Paragraph 26.c.

b. With respect to contracts entered into before October 31, 2015, under which Takata is currently obligated to manufacture and sell non-desiccated Takata PSAN inflators in the future, Takata shall phase out of the manufacture and sale of such non-desiccated Takata PSAN inflators for use in the United States, including for use as remedy parts in connection with any existing recall campaign, on the following schedule:

[SCHEDULE FOLLOWS ON NEXT PAGE]

Deadline	Description of Phase Out Commitment
By Dec. 31, 2015	Less than 50% of driver inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2016	Less than 10% of driver inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators, and none of which shall contain the “Batwing” shaped propellant wafer.
By Dec. 31, 2017	Takata will stop supplying non-desiccated Takata PSAN driver inflators for use in the U.S., subject to de minimis exceptions for the necessary supply of service parts, but only as approved by NHTSA in writing.
By Dec. 31, 2016	Less than 50% of passenger and side inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2017	Less than 10% of passenger and side inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2018	Takata will stop supplying non-desiccated Takata PSAN passenger and side inflators for use in the U.S., subject to de minimis exceptions for the necessary supply of service parts, but only as approved by NHTSA in writing.

Takata shall submit to NHTSA a declaration executed by a senior officer, under oath and pursuant to 28 U.S.C. § 1746, within fourteen business days after each deadline set forth above, certifying that it has met the deadline. For purposes of meeting each deadline, Takata may rely on reasonable, good faith estimates or on reasonable representations from vehicle manufacturers in identifying or quantifying inflators produced for use in the United States. If Takata fails to comply with any deadline set forth in this Paragraph 26.b., then Takata shall pay Stipulated Civil Penalties in the amount of \$10 million per deadline missed. To the extent such stipulated penalties become due and owing, they shall be paid by wire transfer within ten business days of the missed deadline in accordance with the instructions provided by NHTSA. The payment of Stipulated Civil Penalties **does not** relieve Takata of its obligation to perform as required by this Paragraph 26.b., the continued failure of which may be the subject of a civil action compelling Takata’s specific performance.

c. With respect to contracts entered into before October 31, 2015, under which Takata is currently obligated to manufacture and sell Takata PSAN inflator types that contain desiccant (the “desiccated Takata PSAN inflators”), including, but not limited to, SDI-X, PSDI-5, PSDI-X, SPI-X, PSPI-X, SDI-X 1.7, PDP, and SDP, Takata may continue to manufacture and sell such inflators in accordance with those existing contracts and purchase orders. However, NHTSA reserves the right to order Takata to phase out of the manufacture and sale of the desiccated Takata PSAN inflators if NHTSA determines that such a phase out is required by the Safety Act based on the occurrence of future field ruptures, testing (whether conducted by Takata, NHTSA, or any other third party), or other circumstances to mitigate an unreasonable risk to safety within the meaning of the Safety Act. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata’s objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata’s obligations under any such order, including an action to compel specific performance.

**Further Testing of Takata PSAN Inflators and Potential Future Recalls**

27. **Testing of Non-Desiccated Takata PSAN Inflators.** Takata shall continue its current service life and safety testing of non-desiccated Takata PSAN inflators. Takata shall

provide frequent updates to NHTSA on the status of this effort and test results, and shall respond fully and accurately to any request for information by the agency.

28. **Testing of Desiccated Takata PSAN Inflators.** Takata shall extend its current service life and safety testing to include testing of desiccated Takata PSAN inflators, with the cooperation of the vehicle manufacturers, to determine the service life and safety of such inflators, and to determine whether, and to what extent, these inflator types suffer from a defect condition, regardless of whether it is the same or similar to the conditions at issue in the Takata DIRs. Takata shall provide frequent updates to NHTSA on the status of this effort and test results, and shall respond fully and accurately to any request for information by the agency.

29. **Agency Defect Determinations.** At any time, the Associate Administrator for Enforcement may make a determination that a defect within the meaning of the Safety Act – *i.e.*, a defect that presents an unreasonable risk to safety – exists in any Takata PSAN inflator type, whether non-desiccated or desiccated, based upon: (a) the occurrence of a field rupture(s) of that Takata PSAN inflator type, (b) testing data and analysis relating to the propensity for rupture of that Takata PSAN inflator type, (c) Takata’s ultimate determinations concerning the safety and/or service life of any Takata PSAN inflator type, (d) the determination of root cause of inflator ruptures by any credible source, or (e) other appropriate evidence. Within five business days of receiving such a determination by NHTSA, which shall set forth the basis for the defect determination, Takata shall either submit an appropriate Defect Information Report to the agency or provide written notice that it disputes NHTSA’s defect determination. Takata may consult with affected vehicle manufacturers and, upon a schedule to be determined by the Administrator, may present evidence supporting its position, after which the Administrator shall make a final decision. If, after consideration of Takata’s submission, the Administrator ultimately concludes

that a defect related to motor vehicle safety exists, then he or she may issue a final order directing Takata to submit the appropriate Defect Information Report(s) to the agency within five business days of the issuance of the order. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

30. ***De Facto Defect Determinations.*** If no root cause of field ruptures of the relevant type of inflator has been determined by Takata or any other credible source, or if Takata has not otherwise been able to make a showing to NHTSA concerning the safety and/or service life of any of the Takata PSAN inflators to NHTSA's satisfaction by December 31, 2018 for non-desiccated Takata PSAN inflators and by December 31, 2019 for desiccated Takata PSAN inflators, then the Administrator may issue one or more final orders setting forth a schedule on which Takata shall submit Defect Information Reports to the agency for the relevant Takata PSAN inflators. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a



civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

31. Nothing in this Consent Order, specifically including Paragraphs 25-30, shall relieve Takata of its obligation to make any defect determination and/or to file any Defect Information Report that is required by 49 C.F.R. §§ 573.3(e)-(f), and 573.6(a).

**Other Performance Obligations**

**32. Cooperation.**

a. Takata shall comply with its obligations under the Safety Act, and regulations prescribed thereunder, to take all actions reasonably necessary to comply with this Consent Order and to cooperate with NHTSA in carrying out the requirements of this Consent Order. Takata's reasonable best efforts shall include, but shall not be limited to, (i) providing prompt notice to NHTSA in the event any requirement of this Consent Order cannot be met or timely met; and (ii) ensuring that Takata employees involved in carrying out the requirements of this Consent Order are kept well-informed and are allocated sufficient time during their working hours to enable them thoroughly and effectively to perform the actions necessary to carry out those requirements.

b. Takata shall continue to cooperate with NHTSA in its ongoing investigation and oversight of Takata air bag inflators, including, but not limited to, NHTSA Investigation EA15-001.

c. Takata shall continue to cooperate in all regulatory actions and proceedings that are part of NHTSA's ongoing investigation and oversight of defective Takata air bag inflators and accompanying remedial actions, including, but not limited to,

the Coordinated Remedy Program, as announced by NHTSA in the Coordinated Remedy Order issued on November 3, 2015.

33. **Internal Safety Culture Improvements.** Takata shall work diligently to correct any lapses and improve its safety culture, as follows:

a. *Report of Internal Investigation.* Through counsel, Takata shall provide a detailed written report to NHTSA regarding the history of the rupturing inflator issues giving rise to Recall Nos. 15E-040, 15E-041, 15E-042, and 15E-043 no later than June 30, 2016. The written report shall include a summary of the facts, internal discussions and decision-making, safety lapses that Takata has uncovered, and steps taken by Takata to mitigate the risk. Takata shall not assert any claim of confidentiality or privilege with respect to this report, which shall be made publicly available by NHTSA.

b. *Confirmation of Employee Termination.* Within sixty days of the execution of this Consent Order, Takata shall submit written notice to NHTSA, confirming the identities of the individuals whose employment has been terminated as a result of, or in relation to, Takata's review of the subject matter of this Consent Order.

c. *Chief Safety Assurance and Accountability Officer.* Within sixty days following execution of this Consent Order, Takata shall designate a Chief Safety Assurance and Accountability Officer, who shall have independent authority within Takata to oversee compliance by Takata and its employees with the process improvements, written procedures, and training programs established by the Monitor. The Chief Safety Assurance and Accountability Officer is a permanent position and shall report directly to the board of directors of Takata. Takata shall provide him or her with sufficient staff and resources to carry out the duties contemplated by this Paragraph 33.c.

fully, efficiently, and without the need for burdensome approvals or administrative delays.

d. *Improvements to Internal Whistleblower Reporting.* Takata shall ensure that its existing whistleblower process permits and encourages its employees to expeditiously report concerns regarding irregularities in customer test data, malfunctions, actual or potential safety-related defects, or actual or potential noncompliance with Federal Motor Vehicle Safety Standards. Takata shall establish and rigorously enforce a non-retaliation policy for employees who report such concerns. No later than ninety days following execution of this Consent Order, Takata shall provide NHTSA with written documentation describing the process and policy for whistleblower reporting, as described in this Paragraph 33.d.

34. **Meetings with NHTSA.** Takata shall meet with NHTSA within ninety days of the execution of this Consent Order to discuss the steps it has taken pursuant to this Consent Order, and the process improvements, written procedures, and training programs being developed and implemented by the Monitor and Chief Safety Assurance and Accountability Officer. Takata shall work with NHTSA to evaluate which recommendations, process improvements, and training programs are appropriate for implementation and will develop a detailed written plan to implement any recommendations deemed appropriate. Takata shall thereafter meet with NHTSA on a quarterly basis for one year to discuss Takata's implementation of any recommendations NHTSA determines are appropriate. Takata agrees that, absent compelling circumstances, Kevin M. Kennedy, Executive Vice President of Takata (or his successor, if applicable), will attend the meetings, along with any other Takata officials, employees, or representatives whom Takata considers appropriate attendees. NHTSA may

extend the period of time for periodic meetings (no more frequently than once per quarter) pursuant to this Paragraph 34 for up to the term of this Consent Order.

**Independent Monitor**

Takata agrees to retain, at its sole cost and expense, an independent monitor (the “Monitor”) whose powers, rights and responsibilities shall be as set forth below.

35. **Jurisdiction, Powers, and Oversight Authority.** The scope of the Monitor’s authority is: (i) to review and assess Takata’s compliance with this Consent Order, including, but not limited to, Takata’s phasing out of the manufacture and sale of PSAN inflators, as described in Paragraph 26, its testing efforts, as set forth in Paragraphs 27-28, and the internal safety improvements described in Paragraph 33.a.-d. above; (ii) to monitor Takata’s compliance with the First Takata Consent Order, including its compliance with, and any alterations to, its “Get the Word Out” Digital Outreach Plan and its Proposed Pan to Test the Service Life and Safety of Certain Inflators; and (iii) to oversee, monitor, and assess compliance with the Coordinated Remedy Program, as set forth in the Coordinated Remedy Order issued by NHTSA on November 3, 2015.

It is expected and agreed that the Monitor will develop and implement process improvements, written procedures, and training programs and may make additional recommendations aimed at enhancing Takata’s ability to detect, investigate, and resolve potential safety related concerns. The Monitor will oversee the activities of the Chief Safety Assurance and Accountability Officer and, in the event of a dispute, the advice and recommendations of the Monitor will be controlling. The Monitor is not intended to supplant NHTSA’s authority over decisions related to motor vehicle safety. Except as expressly set forth below, the authority granted to the Monitor shall not include the authority to exercise oversight, or to participate in,

decisions by Takata about product offerings, decisions relating to product development, engineering of equipment, capital allocation, and investment decisions.

The Monitor's jurisdiction, powers, and oversight authority and duties are to be broadly construed, subject to the following limitation: the Monitor's responsibilities shall be limited to Takata's activities in the United States, and to the extent the Monitor seeks information outside the United States, compliance with such requests shall be consistent with the applicable legal principles in that jurisdiction. Takata shall adopt all recommendations submitted by the Monitor unless Takata objects to any recommendation and NHTSA agrees that adoption of such recommendation should not be required.

36. **Access to Information.** The Monitor shall have the authority to take such reasonable steps, in the Monitor's view, as necessary to be fully informed about those operations of Takata within or related to his or her jurisdiction. To that end, the Monitor shall have:

a. Access to, and the right to make copies of, any and all non-privileged books, records, accounts, correspondence, files, and any and all other documents or electronic records, including e-mails, of Takata and its subsidiaries, and of officers, agents, and employees of Takata and its subsidiaries, within or related to his or her jurisdiction that are located in the United States; and

b. The right to interview any officer, employee, agent, or consultant of Takata conducting business in or present in the United States and to participate in any meeting in the United States concerning any matter within or relating to the Monitor's jurisdiction; provided, however, that during any such interview, such officer, employee, agent, or consultant shall have the right to counsel and shall not be required to disclose privileged information.

c. To the extent that the Monitor seeks access to information contained within privileged documents or materials, Takata shall use its best efforts to provide the Monitor with the information without compromising the asserted privilege.

**37. Confidentiality.**

a. The Monitor shall maintain the confidentiality of any non-public information entrusted or made available to the Monitor. The Monitor shall share such information only with NHTSA, except that the Monitor may also determine in consultation with NHTSA that such information should be shared with the U.S. Department of Justice and/or other federal agencies.

b. The Monitor shall sign a non-disclosure agreement with Takata prohibiting disclosure of information received from Takata to anyone other than NHTSA or anyone designated by NHTSA or hired by the Monitor. Within thirty days after the end of the Monitor's term, the Monitor shall either return anything obtained from Takata, or certify that such information has been destroyed. Anyone hired or retained by the Monitor shall also sign a non-disclosure agreement with similar return or destruction requirements as set forth in this subparagraph.

**38. Hiring Authority.** The Monitor shall have the authority to employ, subject to ordinary and customary engagement terms, legal counsel, consultants, investigators, experts, and any other personnel reasonably necessary to assist in the proper discharge of the Monitor's duties.

**39. Implementing Authority.** The Monitor shall have the authority to take any other actions in the United States that are reasonably necessary to effectuate the Monitor's oversight and monitoring responsibilities.

40. **Selection and Termination.**

a. *Term.* The Monitor's authority set forth herein shall extend for a period of five years from the commencement of the Monitor's duties, except that (a) in the event NHTSA determines during the period of the Monitorship (or any extensions thereof) that Takata has violated any provision of this Consent Order, an extension of the period of the Monitorship may be imposed in the sole discretion of NHTSA, up to an additional one-year extension, but in no event shall the total term of the Monitorship exceed the term of this Consent Order; and (b) in the event NHTSA, in its sole discretion, determines during the period of the Monitorship that the employment of a Monitor is no longer necessary to carry out the purposes of this Agreement, NHTSA may shorten the period of the Monitorship, in accordance with subparagraph c.

b. *Selection.* NHTSA shall consult with Takata, including soliciting nominations from Takata, using its best efforts to select and appoint a mutually acceptable Monitor (and any replacement Monitors, if required) as promptly as possible. In the event NHTSA is unable to identify a Monitor who is acceptable to Takata, NHTSA shall have the sole right to select a Monitor (and any replacement Monitors, if required).

c. *Termination.* NHTSA shall have the right to terminate the retention of the Monitor at any time for cause, which termination shall be effective immediately. Termination for cause shall include termination for: (i) intentional nonperformance, misperformance, or gross negligence in the performance of the duties set forth in Paragraph 35; (ii) failure to report to NHTSA in the timeframe and manner specified in Paragraph 42; (iii) willful dishonesty, fraud or misconduct; (iv) conviction of, or a plea of nolo contendere to, a felony or other crime involving moral turpitude; or (v) the



commission of any act materially inconsistent with the object and purpose of this Consent Order and/or the Safety Act.

Upon the mutual agreement of NHTSA and Takata, the Monitor's retention may be terminated without cause upon thirty days prior written notice to the Monitor.

41. **Notice regarding the Monitor; Monitor's Authority to Act on Information received from Employees; No Penalty for Reporting.** Takata shall establish an independent, toll-free answering service to facilitate communication anonymously or otherwise with the Monitor. Within ten days of the commencement of the Monitor's duties, Takata shall advise its employees of the appointment of the Monitor, the Monitor's powers and duties as set forth in this Agreement, a toll-free telephone number established for contacting the Monitor, and email and mail addresses designated by the Monitor. Such notice shall inform employees that they may communicate with the Monitor anonymously or otherwise, and that no agent, consultant, or employee of Takata shall be penalized in any way for providing information to the Monitor (unless the Monitor determines that the agent, consultant, or employee has intentionally provided false information to the Monitor). In addition, such notice shall direct that, if an employee is aware of any violation of any law or any unethical conduct that has not been reported to an appropriate federal, state or municipal agency, the employee is obligated to report such violation or conduct to the Monitor. The Monitor shall have access to all communications made using this toll-free number. The Monitor has the sole discretion to determine whether the toll-free number is sufficient to permit confidential and/or anonymous communications or whether the establishment of an additional or different toll-free number is required.

42. **Reports to NHTSA.** The Monitor shall keep records of his or her activities, including copies of all correspondence and telephone logs, as well as records relating to actions

taken in response to correspondence or telephone calls. If potentially illegal or unethical conduct is reported to the Monitor, the Monitor may, at his or her option, conduct an investigation, and/or refer the matter to NHTSA and/or the U.S. Department of Justice. The Monitor may report to NHTSA whenever the Monitor deems fit but, in any event, shall file written reports not less often than every four months regarding: the Monitor's activities; whether Takata is complying with the terms of this Consent Order; any changes that are necessary to foster Takata's compliance with the Safety Act and/or any regulation promulgated thereunder; and any developments associated with the Coordinated Remedy Program. Sixty days prior to the scheduled expiration of his or her term, the Monitor shall submit a closing report to NHTSA assessing Takata's record of compliance with the requirements of the Consent Order.

**43. Cooperation with the Monitor.**

a. Takata and all of its officers, directors, employees, agents, and consultants shall have an affirmative duty to cooperate with and assist the Monitor in the execution of his or her duties and shall inform the Monitor of any non-privileged information that may relate to the Monitor's duties or lead to information that relates to his or her duties.

Failure of any Takata officer, director, employee, or agent to cooperate with the Monitor may, in the sole discretion of the Monitor, serve as a basis for the Monitor to recommend dismissal or other disciplinary action.

b. On a monthly basis for a period of one year, the Chief Safety Assurance and Accountability Officer shall provide the Monitor with a written list of every safety-related issue concerning any item of equipment manufactured by Takata that is being investigated, reviewed, or monitored by Takata. The Monitor shall include these issues in the reports to NHTSA under Paragraph 42.

44. **Compensation and Expenses.** Although the Monitor shall operate under the supervision of NHTSA, the compensation and expenses of the Monitor, and of the persons hired under his or her authority, shall be paid by Takata. The Monitor, and any persons hired by the Monitor, shall be compensated in accordance with their respective typical hourly rates. Takata shall pay bills for compensation and expenses promptly, and in any event within thirty days. In addition, within one week after the selection of the Monitor, Takata shall make available reasonable office space, telephone service and clerical assistance sufficient for the Monitor to carry out his or her duties.

45. **Indemnification.** Takata shall provide an appropriate indemnification agreement to the Monitor with respect to any claims arising out of the proper performance of the Monitor's duties.

46. **No Affiliation.** The Monitor is not, and shall not be treated for any purpose, as an officer, employee, agent, or affiliate of Takata.

47. **Liquidated Penalties.** Should NHTSA reasonably determine, whether based on notice from the Monitor as provided in Paragraph 42 above, on documents that become public, but were not produced to NHTSA in accordance with any of the agency's Special Orders to Takata, or on NHTSA's own investigation, that Takata had committed a violation of the Safety Act or the regulations prescribed thereunder, which was not disclosed to NHTSA as of the date of this Consent Order, Takata shall pay Liquidated Penalties in accordance with this Paragraph 47; provided, however, that Takata reserves the right to argue that its actions did not constitute a violation of the Safety Act or the regulations prescribed thereunder, or that such violation was disclosed to NHTSA as of the date of this Consent Order. For the first such violation, Takata shall make a lump-sum payment of five million dollars (\$5,000,000); for the second such

violation, Takata shall make a lump-sum payment of ten million dollars (\$10,000,000); and for the third such violation, Takata shall make a lump-sum payment of twenty million dollars (\$20,000,000). Each payment of such Liquidated Penalties shall be made by electronic funds transfer to the U.S. Treasury within ten business days of a final determination of the violation by NHTSA (following a reasonable opportunity for Takata to seek review of the determination), in accordance with the instructions provided by NHTSA.

#### **VI. TERM OF CONSENT ORDER**

48. Unless otherwise specified, the term of this Consent Order and Takata's performance obligations thereunder is five years from the date of execution; provided, however, that NHTSA may, at its sole option, extend the term of this Consent Order for one year if NHTSA reasonably decides that Takata should not be released from this Consent Order for failure to comply materially with one or more terms of this Consent Order, or for other good cause.

#### **VII. AMENDMENT**

49. This Consent Order cannot be modified, amended or waived except by an instrument in writing signed by all parties.

#### **VIII. MISCELLANEOUS**

50. **Investigation Remains Open.** Takata recognizes that NHTSA will keep the agency's investigation open in order to address the outstanding scientific and engineering questions with respect to the determination of root cause. Therefore, NHTSA's Investigation EA15-001 shall remain open until such time as NHTSA reasonably concludes, in its sole discretion and determination, that all issues thereunder have been satisfactorily resolved. Any

and all subsequent actions taken by NHTSA involving or related to the investigation into Takata air bag inflators may be included as part of EA15-001.

51. **Conflict.** In the event of a conflict between the terms and conditions of the First Takata Consent Order and this Consent Order, the terms and conditions of this Consent Order control.

52. **Notice.** Takata shall provide written notice of each required submission under this Consent Order by electronic mail to the Director of NHTSA's Office of Defects Investigation (currently Otto Matheke at Otto.Matheke@dot.gov), with copies to NHTSA's Associate Administrator for Enforcement (currently Frank Borris at Frank.Borris@dot.gov) and NHTSA's Assistant Chief Counsel for Litigation and Enforcement (currently Timothy H. Goodman at Tim.Goodman@dot.gov). For any matter requiring notice by NHTSA to Takata under this Consent Order, such notice shall be by electronic mail to D. Michael Rains, Director of Product Safety for Takata, at mike.rains@takata.com, and to Andrew J. Levander of Dechert LLP, outside counsel to Takata, at andrew.levander@dechert.com. The parties shall provide notice if the individuals holding these positions or their e-mail addresses change.

53. **Application of Federal Law.** Nothing in this Consent Order shall be interpreted or construed in a manner inconsistent with, or contravening, any federal law, rule, or regulation at the time of the execution of this Consent Order, or as amended thereafter.

54. **Release.**

a. Upon the expiration of the term of this Consent Order, the Secretary of Transportation, by and through the Administrator of NHTSA, will be deemed to have released Takata, including its current and former directors, officers, employees, agents, parents, subsidiaries, affiliates, successors, and assigns from liability for any additional

civil penalties pursuant to 49 U.S.C. § 30165, in connection with any and all violations of Takata's Safety Act obligations, including those expressly identified in this Consent Order, from the inception of the Safety Act through the execution date of this Consent Order.

b. This Consent Order does not release Takata from civil or criminal liabilities, if any, that may be asserted by the United States, the Department of Transportation, NHTSA, or any other governmental entity, other than as described in this Consent Order.

55. **Breach.** In the event of Takata's breach of, or failure to perform, any term of this Consent Order, NHTSA reserves the right to pursue any and all appropriate remedies, including, but not limited to, actions compelling specific performance of the terms of this Consent Order, assessing interest for untimely settlement payments, and/or commencing litigation to enforce this Consent Order in any United States District Court. Takata agrees that, in any such enforcement action, it will not raise any objection as to venue. Takata expressly waives any and all defenses, at law or in equity, and agrees not to plead, argue, or otherwise raise any defenses other than (i) that the payment of the Civil Penalty Amount, or of any other penalty amounts required by this Consent Order, if applicable, was made to NHTSA as set forth herein, (ii) that Takata has substantially complied with the terms of this Consent Order, and (iii) that NHTSA's subsequent orders under Paragraphs 25, 26, 29, 30, and 50, if issued, were arbitrary, capricious, or contrary to law, including the Safety Act.

56. **Attorneys' Fees.** The parties shall each bear their own respective attorneys' fees, costs, and expenses, except as provided in Paragraph 22 above.

57. **Authority.** The parties who are the signatories to this Consent Order have the legal authority to enter into this Consent Order, and each party has authorized its undersigned to execute this Consent Order on its behalf.

58. **Tax Deduction/Credit.** Takata agrees that it will not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, local, or foreign tax for any fine or civil penalty paid pursuant to this Consent Order.

59. **Corporate Change.** This Consent Order shall be binding upon, and inure to the benefit of, Takata and its current and former directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns. Takata agrees to waive any and all defenses that may exist or arise in connection with any person or entity succeeding to its interests or obligations herein, including as a result of any changes to the corporate structure or relationships among or between Takata and any of its parents, subsidiaries, or affiliates.

60. **Severability.** Should any condition or other provision contained herein be held invalid, void or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Consent Order and shall in no way affect, impair or invalidate any other provision of this Consent Order.

61. **Third Parties.** This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Order.

62. **Counterparts.** This Consent Order may be executed in counterparts, each of which shall be considered effective as an original signature.

63. **Effective Date.** This Consent Order shall be effective upon its full execution.

64. **Integration.** This Consent Order is a fully integrated agreement and shall in all respects be interpreted, enforced and governed under the federal law of the United States. This



Consent Order sets forth the entire agreement between the parties with regard to the subject matter hereof. There are no promises, agreements, or conditions, express or implied, other than those set forth in this Consent Order and the attachments thereto.

[SIGNATURES ON NEXT PAGE]

APPROVED AND SO ORDERED:

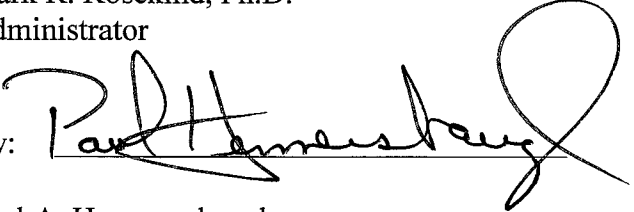
NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: November 3, 2015

By: // ORIGINAL SIGNED BY //

Mark R. Rosekind, Ph.D.  
Administrator

Dated: November 3, 2015

By: 

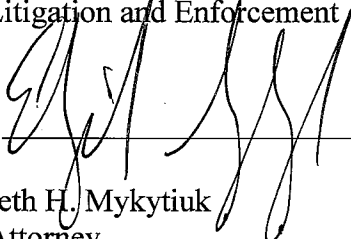
Paul A. Hemmersbaugh  
Chief Counsel

Dated: November 3, 2015

By: 

Timothy H. Goodman  
Assistant Chief Counsel  
for Litigation and Enforcement

Dated: November 3, 2015

By: 

Elizabeth H. Mykytiuk  
Trial Attorney

Dated: November 3, 2015

By: 

Kara L. Fischer  
Trial Attorney

Dated: November 3, 2015

By: 

Arija M. Flowers  
Trial Attorney

AGREED:

Dated: November 3, 2015

TK HOLDINGS INC.

By: 

Kevin M. Kennedy  
Executive Vice President

Dated: November 3, 2015

By: 

Andrew J. Levander  
Dechert LLP  
Counsel for TK Holdings, Inc.  
Approved as to Form

# **EXHIBIT 11**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**DECLARATION OF JEANNE C. FINEGAN IN CONNECTION  
WITH PRELIMINARY APPROVAL OF SETTLEMENT**

I, Jeanne C. Finegan, declare and state as follows:

1. I am the Managing Director and Head of Kroll Notice Media Solutions (“Kroll Media”),<sup>1</sup> a business unit of Kroll Settlement Administration LLC (“Kroll”). This Declaration is based upon my personal knowledge as well as information provided to me by my associates and staff, including information reasonably relied upon in the fields of advertising media and communications.

2. Kroll has been engaged by the Parties as the Settlement Notice Administrator<sup>2</sup> to develop and implement a proposed legal notice program as part of the Parties’ proposed class action settlement, the terms of which are embodied in that certain Settlement Agreement (the

<sup>1</sup> Capitalized terms used but not defined herein have the meanings given them in the Settlement Agreement (as defined below).

<sup>2</sup> The Settlement Agreement appoints “Kroll Notice Media” as the Settlement Notice Administrator, which was presumably intended to refer to Kroll Notice Media Solutions. Kroll Notice Media Solutions is a division of Kroll Settlement Administration LLC, which is the actual Settlement Notice Administrator in this case.

“Settlement Agreement”) entered into by the Parties.

3. Attached as **Exhibit 1** to this Declaration is a description of the proposed Notice Program.

4. This remainder of this Declaration describes my extensive experience in designing and implementing notices and notice programs, as well as my credentials to opine on the overall adequacy of the notice effort.

**RELEVANT COMMUNICATIONS AND ADVERTISING EXPERIENCE, NOTICE  
EXPERTISE AND QUALIFICATIONS**

5. My credentials, expertise, and experience that qualify me to provide an expert opinion and advice regarding notice in class action cases include more than 30 years of communications and advertising experience, specifically in class action and bankruptcy notice context. My Curriculum Vitae delineating my experience is attached hereto as **Exhibit 2**.

6. I have served as an expert and have been directly responsible for the design and implementation of numerous notice programs, including some of the largest and most complex programs ever implemented in the United States as well as globally in over 140 countries and thirty-seven languages. I have been recognized by numerous courts in the United States as an expert on notification and outreach.

7. During my career, I have planned and implemented over 1,000 complex notice programs for a wide range of class action, bankruptcy, regulatory, and consumer matters. The subject matters of which have included product liability, construction defect, antitrust, asbestos, medical, pharmaceutical, human rights, civil rights, telecommunications, media, environmental, securities, banking, insurance and bankruptcy.

8. I have relevant experience planning and implementing complex court-approved notice programs in other automobile class action settlements including:

- *Simerlein et al., v. Toyota Motor Corporation*, Case No. 3:17-cv-01091-VAB (D. Conn. 2019); and
- *Warner v. Toyota Motor Sales, U.S.A. Inc.*, Case No 2:15-cv-02171-FMO FFMx (C.D. Cal. 2017).

9. I am the only notice expert regularly recognized by courts who is accredited in Public Relations by the Universal Accreditation Board, a program administered by the Public

Relations Society of America. I have provided testimony before the United States Congress on issues of notice.<sup>3</sup> I have lectured, published, and been cited extensively on various aspects of legal noticing, product recall, and crisis communications. I have served the Consumer Product Safety Commission (“CPSC”) as an expert to determine ways in which the CPSC can increase the effectiveness of its product recall campaigns. Additionally, I have published and lectured extensively on various aspects of legal noticing and taught continuing education courses for Jurists and lawyers alike on best practice methods for providing notice in various contexts.

10. I worked with the Special Settlement Administrator’s team to assist with the outreach strategy for the historic Auto Airbag Settlement, *In re Takata Airbag Prods. Liab. Litig.*, No. 15-MD-2599-FAM (S.D. Fla.). I was extensively involved as a lead contributing author for “*Guidelines and Best Practices Implementing 2018 Amendments to Rule 23 Class Action Settlement Provisions*” published by Duke University School of Law. I was involved with New York University School of Law and The Center on Civil Justice assisting with a class action settlement data analysis and comparative visualization tool called the *Aggregate Litigation Project*, designed to help judges make decisions in aggregate cases on the basis of data as opposed to anecdotal information.

11. I am a member of the Board of Directors for the Alliance for Audited Media (“AAM”), which is the recognized advertising industry leader in cross-media verification with unparalleled expertise across all brand platforms including web, mobile, email, and print. It was founded in 1914 as the Audit Bureau of Circulations to bring order and transparency to the media industry. Today, more than 4,000 publishers, advertisers, agencies, and technology vendors depend on its data-driven insights, technology certification audits, and information services to transact with trust. Its leadership consists of directors of ad agencies, vice presidents of major national brands, and publishers of leading newspapers and magazines.

---

<sup>3</sup> See, e.g., Report on the Activities of the Committee on the Judiciary of the House of Representatives: “Notice” Provision in the *Pigford v. Glickman* Consent Decree: Hearing Before Subcommittee on the Constitution, 108th Cong. 2nd Sess. 805 (2004) (statement of Jeanne C. Finegan); *Pigford v. Glickman & U.S. Dep’t of Agric.*, 185 F.R.D. 82, 102 (D.D.C. Apr. 14, 1999) (J. Finegan provided live testimony and was cross-examined before Congress in connection with a proposed consent decree settling a class action suit against the U.S. Department of Agriculture. In the court opinion that followed, the Honorable Paul L. Friedman approved the consent decree and commended the notice program, stating, “The [c]ourt concludes that class members have received more than adequate notice . . . the timing and breadth of notice of the class settlement was sufficient . . . The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television stations.”)



12. Further, I have been recognized as being at the forefront of modern notice practices,<sup>4</sup> and I was one of the first notice experts to integrate digital media,<sup>5</sup> social media and influencers<sup>6</sup> into court-approved legal notice programs. My recent work includes:

- *In re Purdue Pharma L.P.*, No. 19-23649 (Bankr. S.D.N.Y. 2019).
- *In Re: PG&E Corporation* Case No. 19-30088 Bankr. (N.D. Cal. 2019).
- *Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 5:16-MD-02752 (N.D. Cal. 2010).
- *Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation*, Case No. 19-MD-2887 (D. Kan. 2021).
- *Pettit et al., v. Procter & Gamble Co.*, Case No. 15-cv-02150-RS (N.D. Cal. 2019).
- *Carter v Forjas Taurus S.S., Taurus International Manufacturing, Inc.*, Case No. 1:13-CV-24583 PAS (S.D. Fla. 2016).
- *Cook et. al., v. Rockwell International Corp. and the Dow Chemical Co.*, No. 90-cv-00181- KLK (D. Colo. 2017).
- *In re Purdue Pharma L.P.*, No. 19-23649 (Bankr. S.D.N.Y. 2019).
- *In Re: PG&E Corporation* Case No. 19-30088 Bankr. (N.D. Cal. 2019).

13. As further reference, in evaluating the adequacy and effectiveness of my notice programs, courts have repeatedly recognized my work as an expert. For example:

a. *Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 5:16-MD-02752 (N.D. Cal 2010). In the Order Preliminary Approval, dated July 20, 2019, the Honorable Lucy Kho stated, para 21,

*“The Court finds that the Approved Notices and Notice Plan set forth in the Amended Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and provide the best notice practicable under the circumstances.”*

b. *Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation*, Case No. 19-MD-2887 (D. Kan. 2021). In the Preliminary Approval Transcript, February 2, 2021 p. 28-29, the Honorable Julie A. Robinson stated:

*“I was very impressed in reading the notice plan and very educational, frankly to me, understanding the communication, media platforms, technology, all of that continues to evolve rapidly and the ability to not only target consumers, but to target people that*

---

<sup>4</sup> See, e.g., Deborah R. Hensler et al., *Class Action Dilemmas, Pursuing Public Goals for Private Gain*, RAND (2000).

<sup>5</sup> See *In re La.-Pac. Inner-Seal Siding Litig.*, Nos. 879-JE, 1453-JE (D. Or. 1995).

<sup>6</sup> See: *In Re: PG&E Corporation* Case No. 19-30088 Bankr. (N.D. Cal. 2019).

*could rightfully receive notice continues to improve all the time.”*

c. ***Carter v. Forjas Taurus S.S., Taurus International Manufacturing, Inc.***, Case No. 1:13-CV-24583- PAS (S.D. Fla. 2016). In her Final Order and Judgment Granting Plaintiffs’ Motion for Final Approval of Class Action Settlement, the Honorable Patricia Seitz stated:

*“The Court considered the extensive experience of Jeanne C. Finegan and the notice program she developed. . . . There is no national firearms registry and Taurus sale records do not provide names and addresses of the ultimate purchasers... Thus, the form and method used for notifying Class Members of the terms of the Settlement was the best notice practicable. . . . The court-approved notice plan used peer-accepted national research to identify the optimal traditional, online, mobile and social media platforms to reach the Settlement Class Members.”*

Additionally, in the January 20, 2016, Transcript of Class Notice Hearing, p. 5, Judge Seitz noted:

*“I would like to compliment Ms. Finegan and her company because I was quite impressed with the scope and the effort of communicating with the Class.”*

d. ***In re Purdue Pharma L.P.***, No. 19-23649 (Bankr. S.D.N.Y. 2019). Omnibus Hearing, Motion Pursuant to 11 U.S.C. §§ 105(a) and 501 and Fed. R. Bankr. P. 2002 and 3003(c)(3) for Entry of an Order (I) Extending the General Bar Date for a Limited Period and (II) Approving the Form and Manner of Notice Thereof, June 3, 2020, transcript p. 88:10, the Honorable Robert Drain stated:

*“The notice here is indeed extraordinary, as was detailed on page 8 of Ms. Finegan's declaration in support of the original bar date motion and then in her supplemental declaration from May 20th in support of the current motion, the notice is not only in print media, but extensive television and radio notice, community outreach, -- and I think this is perhaps going to be more of a trend, but it's a major element of the notice here -- online, social media, out of home, i.e. billboards, and earned media, including bloggers and creative messaging. That with a combined with a simplified proof of claims form and the ability to file a claim or first, get more information about filing a claim online -- there was a specific claims website -- and to file a claim either online or by mail. Based on Ms. Finegan's supplemental declaration, it appears clear to me that that process of providing notice has been quite successful in its goal in ultimately reaching roughly 95 percent of all adults in the United States over the age of 18 with an average frequency of message exposure of six times, as well as over 80 percent of all adults in Canada with an average message exposure of over three times.”*

e. ***Simerlein et al. v. Toyota Motor Corporation***, Case No. 3:17-cv-01091-VAB (D. Conn. 2019). In the Ruling and Order on the Motion for Preliminary Approval, dated January 14, 2019, p. 30, the Honorable Victor Bolden stated:

*“In finding that notice is sufficient to meet both the requirements of Rule 23(c) and due process, the Court has reviewed and appreciated the high-quality submission of proposed Settlement Notice Administrator Jeanne C. Finegan. See Declaration of Jeanne C. Finegan, APR, Ex. G to Agrmt., ECF No. 85-8.”*

f. ***In Re: PG&E Corporation***, Case No. 19-30088 Bankr. (N.D. Cal. 2019). Hearing Establishing, Deadline for Filing Proofs of Claim, (II) establishing the Form and Manner of Notice Thereof, and (III) Approving Procedures for Providing Notice of Bar Date and Other Information to all Creditors and Potential Creditors PG&E. June 26, 2019, Transcript of Hearing p. 21:1, the Honorable Dennis Montali stated:

*...the technology and the thought that goes into all these plans is almost incomprehensible. He further stated p. 201:20 ... Ms. Finegan has really impressed me today...*

14. Additionally, I have published extensively on various aspects of legal noticing, including the following publications and articles:

- a. Interview, *“One Media Buyer’s Journey Toward Transparency,”* BoSacks Media Intelligence/Heard on the Web, April, 2021.
- b. Interview, *“One Media Buyer’s Journey Toward Transparency,”* The Drum /Open Mic Blog, April 21, 2021.
- c. Interview, *“How Marketers Achieve Greater ROI Through Digital Assurance,”* Alliance for Audited Media (“AAM”), white paper, January 2021.
- d. Tweet Chat: Contributing Panelist #Law360SocialChat, A live Tweet workshop concerning the benefits and pitfalls of social media, Lexttalk.com, November 7, 2019.
- e. Author, *“Top Class Settlement Admin Factors to Consider in 2020”* Law360, New York, (October 31, 2019, 5:44 PM ET).
- f. Author, *“Creating a Class Notice Program that Satisfies Due Process,”* Law360, New York (February 13, 2018 12:58 PM ET).
- g. Author, *“3 Considerations for Class Action Notice Brand Safety,”* Law360, New York (October 2, 2017 12:24 PM ET).
- h. Author, *“What Would Class Action Reform Mean for Notice?”* Law360, New York (April 13, 2017 11:50 AM ET).
- i. Author, *“Bots Can Silently Steal your Due Process Notice”* Wisconsin Law Journal (April 2017).

- j. Author, “*Don’t Turn a Blind Eye to Bots. Ad Fraud and Bots are a Reality of the Digital Environment*,” LinkedIn (March 6, 2017).
- k. Co-Author, “Modern Notice Requirements Through the Lens of Eisen and Mullane,” *Bloomberg BNA Class Action Litigation Report*, 17 CLASS 1077 (October 14, 2016).
- l. Author, “*Think All Internet Impressions are the Same? Think Again*,” Law360.com, New York (March 16, 2016).
- m. Author, “*Why Class Members Should See an Online Ad More Than Once*,” Law360.com, New York (December 3, 2015).
- n. Author, “*‘Being ‘Media-Relevant’ — What It Means and Why It Matters*,” Law360.com, New York (September 11, 2013, 2:50 PM ET).
- o. Co-Author, “*New Media Creates New Expectations for Bankruptcy Notice Programs*,” ABI Journal, Vol. XXX, No. 9 (November 2011).
- p. Quoted Expert, “*Effective Class Action Notice Promotes Access to Justice: Insight from a New U.S. Federal Judicial Center Checklist*,” Canadian Supreme Court Law Review, 53 S.C.L.R. (2d) (2011).
- q. Co-Author, with Hon. Dickran Tevrizian, “*Expert Opinion: It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape*,” BNA Class Action Litigation Report, 12 CLASS 464 (May 27, 2011).
- r. Co-Author, with Hon. Dickran Tevrizian, “*Your Insight: It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape*,” TXLR, Vol. 26, No. 21 (May 26, 2011).
- s. Author, “*Five Key Considerations for a Successful International Notice Program*,” BNA Class Action Litigation Report,” Vol. 11, No. 7 p. 343 (April 9, 2010).
- t. Quoted, “*Technology Trends Pose Novel Notification Issues for Class Litigators*,” BNA Electronic Commerce and Law Report, 15, ECLR 109 (January 27, 2010).
- u. Author, “*Legal Notice: R U ready 2 adapt?*” BNA Class Action Litigation Report, Vol. 10, No. 14, pp. 702-703 (July 24, 2009).
- v. Author, “*On Demand Media Could Change the Future of Best Practicable Notice*,” BNA Class Action Litigation Report, Vol. 9, No. 7, pp. 307-310 (April 11, 2008).
- w. Quoted, “*Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty*,” Warranty Week (February 28, 2007), available at [www.warrantyweek.com/archive/ww20070228.html](http://www.warrantyweek.com/archive/ww20070228.html).
- x. Co-Author, “*Approaches to Notice in State Court Class Actions, For the Defense*,” Vol. 45, No. 11 (November, 2003).
- y. Author, “*The Web Offers Near, Real-Time Cost-Efficient Notice*,” American Bankruptcy Institute Journal, Vol. XXII, No. 5 (2003).
- z. Author, “*Determining Adequate Notice in Rule 23 Actions*,” For the Defense, Vol. 44, No. 9 (September 2002).
- aa. Co-Author, “*The Electronic Nature of Legal Noticing*,” American Bankruptcy Institute Journal, Vol. XXI, No. 3 (April 2002).
- bb. Author, “*Three Important Mantras for CEO’s and Risk Managers in 2002*,” International Risk Management Institute, [irmi.com/](http://irmi.com/) (January 2002).

- cc. Co-Author, *"Used the Bat Signal Lately,"* The National Law Journal, Special Litigation Section (February 19, 2001).
- dd. Author, *"How Much is Enough Notice,"* Dispute Resolution Alert, Vol. 1, No. 6, (March 2001).
- ee. Author, *"High-Profile Product Recalls Need More Than the Bat Signal,"* International Risk Management Institute, irmi.com/ (July 2001).
- ff. Author, *"The Great Debate - How Much is Enough Legal Notice?:"* American Bar Association -- Class Actions and Derivatives Suits Newsletter (Winter 1999).
- gg. Author, *"What are the best practicable methods to give notice?"* Georgetown University Law Center Mass Tort Litigation Institute, CLE White Paper: Dispelling the communications myth -- A notice disseminated is a notice communicated (November 1, 2001).

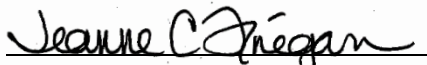
15. In addition, I have lectured or presented extensively on various aspects of legal noticing. A sample list includes the following:

- a. American Bar Association Faculty Panelist, 4<sup>th</sup> Annual Western Regional CLE Class Actions: "Big Brother, Information Privacy, and Class Actions: How Big Data and Social Media are Changing the Class Action Landscape," San Francisco, CA, June, 2017.
- b. Miami Law Class Action & Complex Litigation Forum, Faculty Panelist, "Settlement and Resolution of Class Actions." Miami. FL, December 2, 2016.
- c. The Knowledge Group, Faculty Panelist, "Class Action Settlements: Hot Topics 2016 and Beyond," Live Webcast, [www.theknowledgegroup.org/](http://www.theknowledgegroup.org/), October 2016.
- d. Bar Association National Symposium, Faculty Panelist, "Ethical Considerations in Settling Class Actions," New Orleans, LA March 2016.
- e. SF Banking Attorney Association, Speaker, "How a Class Action Notice Can Make or Break your Client's Settlement," San Francisco, CA May 2015.
- f. Perrin Class Action Conference, Faculty Panelist, "Being Media Relevant, What it Means and Why It Matters – The Social Media Evolution: Trends Challenges and Opportunities," Chicago, IL May 2015
- g. Bridgeport Continuing Ed. Faculty Panelist, "Media Relevant in the Class Notice Context," April 2014.
- h. CASD 5<sup>th</sup> Annual Speaker, "The Impact of Social Media on Class Action Notice." Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, September 2012.
- i. Law Seminars International, Speaker, "Class Action Notice: Rules and Statutes Governing FRCP (b)(3) Best Practicable... What constitutes a best practicable notice? What practitioners and courts should expect in the new era of online and social media." Chicago, IL, October 2011.
- j. CLE International, Faculty Panelist, Building a Workable Settlement Structure, CLE International, San Francisco, California May, 2011.
- k. Consumer Attorneys of San Diego (CASD), Faculty Panelist, "21st Century Class Notice and Outreach," 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2010.

- l. Consumer Attorneys of San Diego (CASD), Faculty Panelist, “The Future of Notice,” 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2009.
- m. American Bar Association, Speaker, 2008 Annual Meeting, “Practical Advice for Class Action Settlements: The Future of Notice in the United States and Internationally – Meeting the Best Practicable Standard.”
- n. American Bar Association, Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New York, NY, August 2008.
- o. Faculty Panelist, Women Lawyers Association of Los Angeles (WLALA) CLE Presentation, “The Anatomy of a Class Action.” Los Angeles, CA, February 2008.
- p. Faculty Panelist, Practising Law Institute (PLI) CLE Presentation, 11th Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures -- “Evolving Notice Standards in the Internet Age.” New York/Boston (simulcast) March, 2006; Chicago, April, 2006; and San Francisco, May 2006.
- q. Expert Panelist, U.S. Consumer Product Safety Commission. I was the only legal notice expert invited to participate as an expert to the Consumer Product Safety Commission to discuss ways in which the CPSC could enhance and measure the recall process. As an expert panelist, I discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda, MD, September 2003.
- r. Expert Speaker, American Bar Association. Presentation: “How to Bullet-Proof Notice Programs and What Communication Barriers Present Due Process Concerns in Legal Notice,” ABA Litigation Section Committee on Class Actions & Derivative Suits, Chicago, August 6, 2001.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, under the laws of the United States of America, that the foregoing is true and correct.

Executed: December 21, 2022 in Tigard, Oregon.

  
\_\_\_\_\_  
Jeanne C. Finegan

**EXHIBIT 1 TO NOTICE PLAN**



---

## Takata Airbag Product Liability Litigation Settlement Notice Program

---

This Notice Program<sup>1</sup> is designed to inform Class Members about the proposed class action settlement between Plaintiffs and Defendants as described in the Settlement Agreement. In the Settlement Agreement, the Class is defined as: “All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order,” subject to certain excluded parties described below.

Pursuant to the Settlement Agreement, the term “Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator<sup>2</sup> and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, re-furnished, and/or removed for sale and/or re-sale, Takata Inflators and/or Takata Inflator-related component parts.

Excluded from the Class are: (a) the Settling Defendants, their officers, directors and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and the Settling Defendants’ Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

Class Notice will be accomplished through a combination of Direct Mailed Notice, Publication Notice, notice through the Settlement Website, Long Form Notice, and other applicable notice.

The proposed Notice Program includes the following components:

- Direct Mail Notice via postcard sent by first-class postage prepaid U.S. mail to reasonably identifiable Class Members;
- Publication Notice, which will appear in three auto recycling trade magazines, published in English with a Spanish sub-headline;
- Publication Notice, which will appear in eight territorial newspapers along with banner advertising on the newspapers’ web property in English and Spanish;
- Establishing and maintaining a Settlement Website that will contain important deadlines, notices, how to submit claims, and other important information;
- Establishing and maintaining a toll-free information line; and

---

<sup>1</sup> Capitalized terms have the meanings given them in the *Declaration of Jeanne C. Finegan in Connection with Preliminary Approval of Settlement*, to which this document is attached as an Exhibit.

<sup>2</sup> Specifically, Takata PSAN inflators, which are airbag inflators for driver or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate (“PSAN”), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

- CAFA Notice via first class mail to appropriate state and federal government officials.

### **DIRECT MAIL NOTICE**

Kroll has been informed by Data Axle that there are approximately 16,300 Auto Salvage and/or Recyclers that own vehicles that are potentially affected by the Settlement.

Kroll utilized Data Axle, a leading provider of business data, to identify these potential Settlement Class Members. Data Axle has over 17.3 million records with over 400 data attributes in its database. The database has records for almost every business in the United States and Canada — from the Fortune 500 to small family-owned business. Kroll uses Standard Industrial Classification codes (“SIC Codes”) to find records for relevant industries and businesses. SIC Codes were created by the federal government to classify industries using a four-digit code. SIC Codes continue to be used by U.S. Government agencies, private companies, and in academia. Here, records were selected based on twenty-nine unique SIC Codes, including Automobile Dismantling Recycling, Automobile Part — Used & Rebuilt, Motor Vehicle Parts Used, Automobile Dismantling/ Recycling, and Automobile wrecking. The selected SIC codes returned over 16,300 records.

Further, Kroll has been informed that Plaintiff’s Counsel may provide additional records. If received, Kroll will combine these records with the data provided by Data Axle and de-duplicate any overlapping records.<sup>3</sup> This combined data set will be used for mailing the Direct Mailed Notice attached as **Exhibit 2**.

Pursuant to the terms of the Settlement Agreement, Kroll as the Settlement Notice Administrator, shall send Direct Mailed Notices via postage prepaid first-class U.S. mail to these identified Class Members.

Direct Mailed Notices that are returned as non-deliverable but with a forwarding address will be re-mailed by Kroll to any address indicated by the postal service in the case of an expired automatic forwarding order. Direct Mailed Notices returned as non-deliverable, but for which a new address is not indicated by the USPS, will be further searched through a third-party vendor to seek a more current address. If any such address is found, these types of customized and individualized Direct Mailed Notices will be re-mailed to the updated address no later than the deadline found in the Preliminary Approval Order. Upon completion of these duties, Kroll will submit a complete report on the results of the direct outreach effort.

Based on past experience with direct mail in related cases, we anticipate that the Direct Mailed Notice alone is estimated to reach at least 90% of Class Members residing in the United States.

---

<sup>3</sup> Data Axle has informed Kroll that it regularly updates its business records. As a result, there is no need to perform additional NCOA update searches in connection with this data.

**PUBLICATION NOTICE**

The proposed Publication component of the Notice Plan will employ a mix of newspaper, trade magazines, and online display to target notice to Class Members in the United States and the United States Territories<sup>4</sup> of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

**UNITED STATES OUTREACH**

The Summary Notice will be published once in each of the following trade magazines:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Distribution</i>
<i>Automotive Recycling</i>	1,200	English	United States and U.S. Territories
<i>Auto Recycler’s ToolBox Magazine</i>	10,000	English	United States and U.S. Territories
<i>American Recycler</i>	32,944	English	United States and U.S. Territories

**TERRITORIAL OUTREACH – NEWSPAPERS**

The Summary Notice will be published once in each of the following U.S. Territory newspapers:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Territory</i>
Samoa News	6,730	English	American Samoa
Pacific Daily News	19,357	English	Guam
Saipan Tribune	7,200	English	Mariana Islands
El Nuevo Dia	248,000	Spanish	Puerto Rico
San Juan Daily Star	62,000	English	Puerto Rico
Primera Hora	186,580	Spanish	Puerto Rico
Virgin Islands Daily News	18,300	English	U.S. Virgin Islands — St. Thomas
St. Croix Avis	14,000	English	U.S. Virgin-Islands — St. Croix

Combined, the territorial newspapers have a total circulation of 562,167 with over 1,292,000 readers.<sup>5</sup> Additionally, online display ads will run on each of the newspaper’s web properties.

<sup>4</sup> ComScore does not measure media in the territories, with the exception of Puerto Rico which is reported on a limited basis by age group.

<sup>5</sup> The number of readers is calculated using a pass-along factor of 2.3 readers in addition to the subscriber who reads the newspaper. See: National Newspaper Association, [nnaaweb.org/](http://nnaaweb.org/).

Digital media will run in English and Spanish.

### **OFFICIAL SETTLEMENT WEBSITE**

The Settlement Website will be established in accordance with the terms of the Settlement Agreement, at: [www. AirbagRecyclerSettlement.com](http://www.AirbagRecyclerSettlement.com) to enable potential Class Members to get information about the Settlement. Visitors will be able to obtain additional information about the Settlement and its benefits, including downloading Court documents related to the case and answers to Frequently Asked Questions. Additionally, Class Members will have the ability to send communications to Kroll's client service team through the website.

Further, the Settlement Website will allow Class Members to continue to obtain further information about the class action, their rights, and view Plaintiff's Motion for Approval of Expenses and Incentive Awards. The website will be accessible 24-hours a day, 7-days a week.

To ensure the Settlement Website remains active and responsive to search queries, the website shall be subject to search-engine optimization.

### **TOLL FREE INFORMATION LINE**

Additionally, Kroll will establish and maintain a 24-hour toll-free telephone line where callers may obtain information about the Settlement. Kroll will provide both automated and agent answered call center services. Live operators shall be available Monday through Friday, from 5:00 am to 5:00 pm, PST and shall be trained to respond to questions about the settlement, answer questions about the terms of the settlement, and address other material aspects of the Settlement. The phone number will also be configured to enable callers to leave a message after hours, which will be returned by Kroll the next business day.

### **CAFA NOTICE**

Pursuant to Section IV.G of the Settlement Agreement, Kroll will provide notice of the proposed Settlement under CAFA, 28 U.S.C. §1715(b), to appropriate state and federal government officials.

**EXHIBIT 12**

# ELECTRONIC SETTLEMENT CLAIM FORM

*Auto Airbag Settlement for Automotive Salvage*

*and/or Recyclers*

*(Intact Recalled Takata Inflators)*

## A SETTLEMENT HAS BEEN CREATED, AND YOU MAY BE ENTITLED TO A CASH PAYMENT.

### Use this Claim Form only if:

- (1) You are an automotive salvage and/or recycler that purchased a Subject Vehicle containing a Takata Inflator (as defined in the Settlement Agreement) and that currently engage, or at the time of said purchase, were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale, second-hand Takata Inflators and/or Takata Inflator-related component parts;
- (2) You have intact, recalled (as of the date of the Settlement Agreement) Takata Inflators;
- (3) You are not otherwise excluded from the Class; and
- (4) You otherwise meet the terms and conditions specified in this Claim Form and the Settlement Agreement.

**IMPORTANT NOTE:** Some vehicles included in the Settlement will be recalled at a later date and others may not require a recall. Your receipt of a Settlement Notice does not mean your vehicle is subject to a recall. Please refer to Ford's website, [www. https://www.ford.com/support/category/service-maintenance/frequently-asked-questions-regarding-takata-airbag-inflator-recalls/](https://www.ford.com/support/category/service-maintenance/frequently-asked-questions-regarding-takata-airbag-inflator-recalls/), or the National Highway Traffic Safety Administration's website, [www.SaferCar.gov](http://www.SaferCar.gov), for the latest information about Takata recalls and to determine if your vehicle is subject to a recall.

### INSTRUCTIONS FOR REGISTERING/SUBMITTING A CLAIM FOR A SETTLEMENT PAYMENT

#### Please Read These Instructions Carefully

1. Subject to certain limited exclusions, you are a person or entity eligible to submit a claim for a Settlement Payment if:
  - a. You are an Automotive Salvage and/or Recycler located in the United States, the District of Columbia, and the territories and possessions of the United States prior to the **date of the Preliminary Approval Order**.
  - b. "Automotive Salvage and/or Recyclers" means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.
  - c. "Inflator" or "Inflators" mean Takata PSAN inflators, which are all airbag inflators for driver- or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate ("PSAN"), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

2. To submit a claim for a Settlement Payment, you must:
  - a. Submit a Claim Form with required documentation online by visiting [www.coresupply.com](http://www.coresupply.com) or [www.rascorepro.com](http://www.rascorepro.com) (Go to Section I for instructions for the website); or
  - b. Submit a Claim Form with required documentation via smart phone application, RAS CorePro Mobile (Go to Section II for instructions for the website).
3. The deadline for submitting a Claim Form is two years from the date of implementation. Current date of implementation is anticipated to be [ESTIMATED DATE], but this date may move. Please periodically check the settlement website for updates.

**IMPORTANT: NO CLAIM FORMS MAY BE SUBMITTED AFTER THE FINAL CLAIM DEADLINE. THE DATE OF IMPLEMENTATION AND THE FINAL CLAIM DEADLINE ARE NOT YET KNOWN, BUT WILL BE POSTED PROMINENTLY ON THE SETTLEMENT WEBSITE, [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM), WHEN THEY ARE KNOWN.**

4. If you are the registered owner of more than one eligible Subject Vehicle, you may submit one Claim Form for multiple vehicles, providing information for each individual vehicle.
5. Capitalized terms in this Form have the same meaning as provided in the Settlement Agreement, which is available for download at [www.\[website\].com](http://www.[website].com). The Long Form Notice, which is also available for download at [www.\[website\].com](http://www.[website].com) or by calling 1-[number], also explains key terms of the Settlement, including the definition of Effective Date.
6. Provide all requested information in the instructions below to complete and submit your Claim(s) via a website or on a smart phone app.

**IMPORTANT: KEEP A COPY OF CONFIRMATION OF YOUR SUBMISSION ON EITHER THE WEBSITE OR THROUGH THE SMART PHONE APP. KEEP PAPER OR ELECTRONIC COPIES OF THE PHOTOGRAPHS THAT YOU SUBMIT WITH YOUR CLAIMS. IF YOUR CLAIM IS REJECTED FOR ANY REASON, YOU WILL BE NOTIFIED AND GIVEN AN OPPORTUNITY TO ADDRESS ANY DEFICIENCIES. THE SETTLEMENT CLAIMS ADMINISTRATOR'S DECISIONS REGARDING CLAIMS SUBMITTED BY CLASS MEMBERS IS FINAL AND CANNOT BE APPEALED.**

## SECTION I: WEBSITE INSTRUCTIONS

1. Sign in RAS's website:
  - a. If you have an account, go to [www.rascorepro.com](http://www.rascorepro.com) and Log In with Email/User Name & Password. If you have an account and forgot your password, you can also reset your password at this website.



# ELECTRONIC SETTLEMENT CLAIM FORM

## *Auto Airbag Settlement for Automotive Salvage*

### *and/or Recyclers*

#### *(Intact Recalled Takata Inflators)*

- b. If you do not yet have an account, register as a new user at <http://www.rascorepro.com/Views/Register.aspx>.
  - Answer whether you dismantle vehicles: yes or no
  - Submit following identifying information:
    - First Name
    - Last Name
    - Company Name
    - Address
    - City
    - Country
    - State
    - Zip Code
    - Phone Number
    - Fax (optional)
    - Email Address
    - Website (optional)
2. Enter Vehicle Identification Number(s) (“VIN(s)”) to search for your vehicle.
3. Choose Driver or Passenger Inflator – Check the X to remove that the inflator is deployed
4. Click Save Search
5. Go to View Cart
  - a. Click on Individual Lines or Select all to select recalled Takata Inflator(s)
  - b. Answer whether airbag boxes are on pallet and shrink wrapped
  - c. Choose Requested Pick Up Date
  - d. Enter Shipping Notes, including
    - Number of Pallets
    - Number of Actual Boxes on Pallet
    - Your Name
    - Additional Instructions/Comments
  - e. Click to acknowledge shipping requirements
  - f. Click Attestation:
    - I affirm, under penalty of perjury and under the laws of the United States of America, that the information submitted for this Claim is true and correct to the best of my knowledge, information, and belief, and that I am the sole and exclusive owner of all claims being released by the Settlement. I understand that my Claim may be subject to audit, verification, and review by RAS, the Settlement Claims Administrator and Court. I also understand that, if my Registration/Claim Form is found to be fraudulent, I will not receive any payment from the Settlement Fund.
    - RAS is not liable for any airbags that are lost during shipment.

- g. Click Submit Invoice
  - Once your claim/invoice is submitted, you Recall Specialist/Accounting Manager will create and send a Bill of Lading (“BOL”) via email and arrange for a freight pickup of airbags. Print multiple copies of the BOL – 1 for the driver, 1 on each pallet, and one for your records.

## SECTION II: SMART PHONE APP INSTRUCTIONS

1. Sign into the RAS Cores smart phone app:
  - a. If you have an account and forgot your password, you can reset your password on the app.
  - b. If you do not yet have an account, register as a new user on the app. In order to register for the app, you need to supply the following information.
    - Answer whether you dismantle vehicles: yes or no
    - Submit following identifying information:
      - First Name
      - Last Name
      - Company Name
      - Address
      - City
      - Country
      - State
      - Zip Code
      - Phone Number
      - Fax (optional)
      - Email Address
      - Website (optional)
2. Enter or Scan the VIN(s) using the App Internal Scanner to search for your vehicle.
3. For the Driver Inflator and Passenger Inflator, select
  - a. Good
  - b. Deployed
  - c. Missing
  - d. Ignore

**IF YOU SELECT A RESPONSE OTHER THAN “GOOD” STOP FOLLOWING THESE INSTRUCTIONS AND OBTAIN A CLAIM FORM FOR DEPLOYED AND/OR MISSING INFLATORS**

4. Select “Done”
5. Please follow the steps included on the app before submitting your recall:

# ELECTRONIC SETTLEMENT CLAIM FORM

## *Auto Airbag Settlement for Automotive Salvage*

### *and/or Recyclers*

#### *(Intact Recalled Takata Inflators)*

- a. Step 1: Tap the first picture on the app to take a picture of the complete dash
- b. Step 2: Tap the second picture on the app and take a picture of the vehicle VIN
- c.
6. Select "Next"
7. Once you have validated your inflators:
  - a. Remove the airbags
  - b. Write last six (60 of VIN on Airbag(s)
  - c. Select "Add to Cart"
8. Bag and Box your Airbag:
  - a. Step 1 – Tape Bottom of Box and affix Hazmat label (labels must be in diamond orientation



- b. Step 2 – Put Airbag into Pink Anti Static Bag and cinch with cable tie
  - c. Step 3 – Put Airbag into box with enough filler to limit bouncing of airbag
  - d. Step 4 – Tape top of box and add to pallet
  - e. Step 5 – Shrink wrap/strap pallet and airbags
- \* RAS will create the BOL (Bill of Lading) and arrange for pick-up of airbags (when you receive BOL in email, print enough copies for the driver, you, and one for each pallet)



9. Select Pencil (top left corner of screen)



10. Select Invoice



11. Depending on what is in your cart:
  - a. If you have items other than the recalled Takata Inflators in your cart, select the recalled Takata Inflators.
  - b. If you only have recalled Takata Inflators in your cart, select “Invoice ALL Recall Items in cart”



12. Select Invoice (again)
  - a. If you already have boxes and your airbags are boxed and shrink wrapped, Select “Ready to Ship?”

**Note: DO NOT SELECT READY TO SHIP if you need boxes shipped to you.**

13. Select Create (in red):
  - a. Confirm the following attestation:
    - I affirm, under penalty of perjury and under the laws of the United States of America, that the information in this Claim Form is true and correct to the best of my knowledge, information, and belief, and that I am the sole and exclusive owner of all claims being released by the Settlement. I understand that my Claim Form may be subject to audit, verification, and review by RAS, the Settlement Claims Administrator and Court. I also understand that, if my Claim Form is found to be fraudulent, I will not receive any payment from the Settlement Fund.
    - RAS is not liable for any airbags that are lost during shipment.
14. One you receive the Invoice Created alert, you will have the total dollar figure and Invoice(s) numbers. Screenshot this page for your records.
15. A RAS Representative will contact you to send boxes if you need them.

Choose Requested Pick Up Date

- a. Enter Shipping Notes, including
  - Number of Pallets
  - Number of Actual Boxes on Pallet
  - Your Name
  - Additional Instructions/Comments
- b. Click to acknowledge shipping requirements

## **EXHIBIT 13**

**ELECTRONIC SETTLEMENT CLAIM FORM**  
**Auto Airbag Settlement for**  
**Automotive Salvage and/or Recyclers**  
**(Missing/Deployed Recalled Takata Inflators)**

**A SETTLEMENT HAS BEEN CREATED, AND YOU  
MAY BE ENTITLED TO A CASH PAYMENT.**

**Use this Claim Form only if:**

- (1) You are an automotive salvage and/or recycler that purchased a Subject Vehicle containing a Takata Inflator (as defined in the Settlement Agreement) and that currently engage, or at the time of said purchase, were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale, second-hand Takata Inflators and/or Takata Inflator-related component parts;**
- (2) You have vehicles with missing and/or deployed, recalled (as of the date of the Settlement Agreement) Takata Inflators;**
- (3) You are not otherwise excluded from the Class; and**
- (4) You otherwise meet the terms and conditions specified in this Claim Form and the Settlement Agreement.**

**IMPORTANT NOTE:** Some vehicles included in the Settlement will be recalled at a later date and others may not require a recall. Your receipt of a Settlement Notice does not mean your vehicle is subject to a recall. Please refer to Ford's website, [www. https://www.ford.com/support/category/service-maintenance/frequently-asked-questions-regarding-takata-airbag-inflator-recalls/](https://www.ford.com/support/category/service-maintenance/frequently-asked-questions-regarding-takata-airbag-inflator-recalls/), or the National Highway Traffic Safety Administration's website, [www.SaferCar.gov](http://www.SaferCar.gov), for the latest information about Takata recalls and to determine if your vehicle is subject to a recall.

**INSTRUCTIONS FOR REGISTERING/SUBMITTING A CLAIM  
FOR A SETTLEMENT PAYMENT**

**Please Read These Instructions Carefully**

1. Subject to certain limited exclusions, you are a person or entity eligible to submit a claim for a Settlement Payment if:
  - a. You are an Automotive Salvage and/or Recycler located in the United States, the District of Columbia, and the territories and possessions of the United States prior to the **date of the Preliminary Approval Order**.
  - b. "Automotive Salvage and/or Recyclers" means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.
  - c. "Inflator" or "Inflators" mean Takata PSAN inflators, which are all airbag inflators for driver- or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate ("PSAN"), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

## ELECTRONIC SETTLEMENT CLAIM FORM

### Auto Airbag Settlement for Automotive Salvage and/or Recyclers (Missing/Deployed Recalled Takata Inflators)

2. To submit a claim for a Settlement Payment, you must submit a Claim Form with required documentation via smart phone application, RAS CorePro Mobile.
3. The deadline for submitting a Claim Form is two years from the date of implementation. Current date of implementation is anticipated to be [ESTIMATED DATE], but this date may move. Please periodically check the settlement website for updates.

**IMPORTANT: NO CLAIM FORMS MAY BE SUBMITTED AFTER THE FINAL CLAIM DEADLINE. THE DATE OF IMPLEMENTATION AND THE FINAL CLAIM DEADLINE ARE NOT YET KNOWN, BUT WILL BE POSTED PROMINENTLY ON THE SETTLEMENT WEBSITE, WWW.[WEBSITE].COM, WHEN THEY ARE KNOWN.**

4. If you are the registered owner of more than one Subject Vehicle, you may submit one Claim Form for multiple vehicles, providing information for each individual vehicle.
5. Capitalized terms in this Form have the same meaning as provided in the Settlement Agreement, which is available for download at www.[website].com. The Long Form Notice, which is also available for download at www.[website].com or by calling 1-[number], also explains key terms of the Settlement, including the definition of Effective Date.
6. Provide all requested information in the instructions below to complete and submit your Claim(s) via a website or on a smart phone app.

**IMPORTANT: KEEP A COPY OF CONFIRMATION OF YOUR SUBMISSION ON EITHER THE WEBSITE OR THROUGH THE SMART PHONE APP. KEEP PAPER OR ELECTRONIC COPIES OF THE PHOTOGRAPHS THAT YOU SUBMIT WITH YOUR CLAIMS. IF YOUR CLAIM IS REJECTED FOR ANY REASON, YOU WILL BE NOTIFIED AND GIVEN AN OPPORTUNITY TO ADDRESS ANY DEFICIENCIES. THE SETTLEMENT CLAIMS ADMINISTRATOR'S DECISIONS REGARDING CLAIMS SUBMITTED BY CLASS MEMBERS IS FINAL AND CANNOT BE APPEALED.**

### SECTION I: SMART PHONE APP INSTRUCTIONS

1. Sign into the RAS Cores smart phone app:
  - a. If you have an account and forgot your password, you can reset your password on the app.
  - b. If you do not yet have an account, register as a new user on the app. In order to register for the app, you need to supply the following information.
    - Answer whether you dismantle vehicles: yes or no
    - Submit following identifying information:
      - First Name
      - Last Name



# ELECTRONIC SETTLEMENT CLAIM FORM

## Auto Airbag Settlement for Automotive Salvage and/or Recyclers (Missing/Deployed/Recalled Takata Inflators)

- Company Name
- Address
- City
- Country
- State
- Zip Code
- Phone Number
- Fax (optional)
- Email Address
- Website (optional)

2. Enter or Scan the VIN(s) using the App Internal Scanner to search for your vehicle.
3. For the Driver Inflator and Passenger Inflator, select
  - a. Good
  - b. Deployed
  - c. Missing
  - d. Ignore

**IF YOU SELECT A RESPONSE OTHER THAN “DEPLOYED” OR “MISSING”  
STOP FOLLOWING THESE INSTRUCTIONS AND OBTAIN A CLAIM FORM  
FOR INTACT INFLATORS**

4. Select “Done”
5. Please follow the steps included on the app before submitting your recall:
  - a. Step 1: Tap the first picture on the app to take a specified, geotagged picture of the complete dash
  - b. Step 2: Tap the second picture on the app and take a specified, geotagged picture of the vehicle VIN
  - c. Step 3: Take additional specified, geotagged photos as prompted
6. Select “Next”



7. Select Pencil (top left corner of screen)



8. Select Invoice
9. Depending on what is in your cart:
  - a. If you have items other than the recalled Takata Inflators in your cart, select the recalled Takata Inflators.
  - b. If you only have recalled Takata Inflators in your cart, select ““Invoice ALL Recall Items in cart””

**ELECTRONIC SETTLEMENT CLAIM FORM**  
**Auto Airbag Settlement for**  
**Automotive Salvage and/or Recyclers**  
**(Missing/Deployed Recalled Takata Inflators)**



10. Select Invoice (again)

11. Select Create (in red):

a. Confirm the following attestation:

- I affirm, under penalty of perjury and under the laws of the United States of America, that the information in this Claim Form is true and correct to the best of my knowledge, information, and belief, and that I am the sole and exclusive owner of all claims being released by the Settlement. I understand that my Claim Form may be subject to audit, verification, and review by RAS, the Settlement Claims Administrator and Court. I also understand that, if my Claim Form is found to be fraudulent, I will not receive any payment from the Settlement Fund.
- RAS is not liable for any airbags that are lost during shipment.

12. One you receive the Invoice Created alert, you will have the total dollar figure and Invoice(s) numbers. Screenshot this page for your records.

# **EXHIBIT**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

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

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated,

*Plaintiffs,*

v.

HONDA MOTOR CO., LTD., *et al.*,

*Defendants.*

MDL No. 2599

Master File No. 15-MD-02599-FAM

S.D. Fla. Case No. 1:15-CV-24009-FAM

SETTLEMENT AGREEMENT

---

**Table of Contents [To be updated]**

	<b>Page</b>
I. PROCEDURAL HISTORY .....	2
II. DEFINITIONS .....	5
III. SETTLEMENT RELIEF .....	12
IV. NOTICE TO THE CLASS .....	15
V. REQUESTS FOR EXCLUSION .....	20
VI. OBJECTIONS TO SETTLEMENT .....	20
VII. RELEASE AND WAIVER .....	22
VIII. ATTORNEYS' COSTS AND EXPENSES.....	27
IX. PRELIMINARY APPROVAL ORDER, FINAL APPROVAL ORDER, FINAL JUDGMENT AND RELATED ORDERS.....	29
X. MODIFICATION OR TERMINATION OF THIS AGREEMENT.....	32
XI. GENERAL MATTERS AND RESERVATIONS.....	36

**TABLE OF EXHIBITS [to be updated]**

<b><u>Document</u></b>	<b><u>Exhibit Number</u></b>
List of Recycler Actions in the <i>Takata</i> MDL .....	1
Direct Mailed Notice.....	2
National Highway Traffic Safety Administration’s (“NHTSA”) Third Amendment to the Coordinated Remedy Order, dated December 9, 2016 .....	3
Final Judgment.....	4
Final Approval Order .....	5
Long Form Notice .....	6
Preliminary Approval Order.....	7
Publication Notice.....	8
List of Subject Vehicles .....	9
National Highway Traffic Safety Administration’s (“NHTSA”) Consent Orders dated May 18, 2015 and November 3, 2015 .....	10
Settlement Notice Administrator’s Declaration.....	11
Claim Form.....	12

**WHEREAS**, various automotive recyclers have filed class actions, some of which name as defendants BMW of North America, LLC and BMW Manufacturing Co., LLC (together, “BMW”), which have been consolidated as *In re: Takata Airbag Products Liability Litigation*, MDL No. 2599 (S.D. Fla.) (“*Takata MDL*”); and

**WHEREAS**, Settlement Class Counsel<sup>1</sup> and other counsel who have appeared in these Actions have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the claims, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of their claims, and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, that a resolution and compromise on the terms set forth herein is fair, adequate, reasonable, and in the best interests of the Automotive Recycler Plaintiffs and the Class; and

**WHEREAS**, as a result of extensive arm’s-length negotiations, Automotive Recycler Plaintiffs, Settlement Class Counsel, and BMW have entered into this Agreement, which will resolve all economic loss claims that Automotive Recycler Plaintiffs asserted or could have asserted against BMW in the Actions; and

**WHEREAS**, BMW expressly denies any and all allegations of liability and does not admit or concede any actual or potential fault, wrongdoing, or liability or lack of merit in its defenses in any way; and

**WHEREAS**, BMW desires, for good and valuable consideration, to enter into this Agreement solely for the purpose of avoiding the risks, uncertainties, burdens, and costs of

---

<sup>1</sup> All capitalized terms are defined below.



continuing to litigate the claims, and for the purpose of resolving all economic loss claims and controversies that Automotive Recycler Plaintiffs and the Class asserted or could have asserted in the Actions; and

**WHEREAS**, Settlement Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of Automotive Recycler Plaintiffs and the Class, and that Settlement Class Counsel have consulted with and confirmed that all Automotive Recycler Plaintiffs support and agree to the terms of this Agreement; and

**WHEREAS**, the Parties agree that this Agreement will not be deemed or construed to be BMW's or any of the Released Parties' admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, or of the truth or legal or factual validity or viability of any of the claims Automotive Recycler Plaintiffs have or could have asserted, which claims and all liability BMW and the Released Parties expressly deny; and

**WHEREAS**, Automotive Recycler Plaintiffs and Settlement Class Counsel do not admit or concede any lack of merit to their allegations and claims;

**NOW, THEREFORE**, in consideration of the mutual covenants and terms contained in this Agreement, and subject to the final approval of the Court, Automotive Recycler Plaintiffs, Settlement Class Counsel, and BMW agree as follows:

**I. PROCEDURAL HISTORY.**

A. On October 27, 2014, various individual Plaintiffs (the "Consumer Economic Loss Plaintiffs") filed a class action complaint in *Dunn, et al. v. Takata Corp., et al.*, No. 1:14-cv-24009 (S.D. Fla.) ("Consumer Economic Loss Class Actions"), alleging, among other things, that certain automotive companies manufactured, distributed, or sold certain vehicles containing allegedly

defective airbag inflators which Takata manufactured that allegedly could, upon deployment, rupture and expel debris into the occupant compartment and/or otherwise affect the airbag's deployment, and that the Consumer Economic Loss Plaintiffs sustained economic losses as a result.

B. The Judicial Panel on Multidistrict Litigation subsequently consolidated this action for pretrial proceedings with additional class and individual actions alleging similar or identical claims in *In re Takata Airbag Products Liability Litigation*, No. 1:15-md-02599-FAM (S.D. Fla.) (MDL 2599) ("Takata MDL"), pending before the Honorable Judge Federico A. Moreno in the United States District Court for the Southern District of Florida.

C. On March 17, 2015, the Court entered an Order Appointing Plaintiffs' Counsel and Setting Schedule, which designated Peter Prieto of Podhurst Orseck, P.A. as Chair Lead Counsel, David Boies of Boies Schiller and Flexner, LLP, and Todd A. Smith of Power Rogers & Smith, PC, as Co-Lead Counsel in the Economic Loss track; Curtis Miner of Colson Hicks Eidson as Lead Counsel for the Personal Injury track; and Roland Tellis of Baron & Budd P.C., James Cecchi of Carella Byrne Cecchi Olstein P.C., and Elizabeth Cabraser of Lieff, Cabraser, Heimann & Bernstein, LLP as Plaintiffs' Steering Committee members.

D. The Consumer Economic Loss Plaintiffs filed their Second Amended Consolidated Class Action Complaint on June 15, 2015. In response, Defendants filed ten motions to dismiss. In ruling on these motions, the Court dismissed the Consumer Economic Loss claims Plaintiffs brought on standing grounds. However, in its April 22, 2016 Order Regarding Future Amended Complaint, the Court explained that Plaintiffs may amend the dismissed counts, specifically referencing the Plaintiffs' claims.

E. On January 13, 2017, the Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it “knowingly devised and participated in a scheme to obtain money and enrich Takata by, among other things, inducing the victim OEMs to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were.” On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud before U.S. District Judge George Caram Steeh, as part of a settlement with the U.S. Department of Justice. *See U.S. v. Takata Corp.*, No. 2:16-cr-20810-GCS-EAS, Dkt. No. 23 (E.D. Mich. Feb. 27, 2017).

E. On May 18, 2017, BMW and the Consumer Economic Loss Plaintiffs reached a settlement agreement. After a preliminary approval hearing on June 9, 2017, the Court approved the settlement, preliminarily certified the class, and approved of the proposed class notice. Following the Parties’ consummation of the proposed notice program and settlement relief and a Final Approval Hearing on October 25, 2017, the Court finally approved the settlement agreement between the Consumer Economic Loss Plaintiffs and BMW on November 1, 2017.

F. The Automotive Recycler Plaintiffs filed their First Amended Consolidated Class Action Complaint against Defendants on May 18, 2018. On August 20, 2018, the Automotive Defendants filed multiple Motions to Dismiss. The Court granted in part and denied in part the Motions to Dismiss on March 9, 2021. The Court dismissed the following claims against BMW: RICO claim for the nationwide class; Lanham Act for all Automotive Recycler Plaintiffs; Fraudulent Concealment and Fraudulent Misrepresentation claims for Tennessee and North

Carolina; Violation of the Georgia Uniform Deceptive Trade Practices Act; and Violation of the Tennessee Consumer Protection Act. The claims remaining against BMW are: Violation of Florida's Deceptive and Unfair Trade Practices Act; Violation of the North Carolina Unfair and Deceptive Trade Practices Act; and Fraudulent Concealment and Fraudulent Misrepresentation claims under Georgia, Florida, Missouri, Texas, and Virginia law.

G. On April 24, 2021, the Automotive Recycler Plaintiffs filed a Second Amended Class Action Complaint ("SACAC"). The Automotive Recycler Plaintiffs filed a corrected SACAC on May 7, 2021, which is the operative pleading for Automotive Recycler Plaintiffs' claims at this time. BMW answered the SACAC on May 21, 2021.

H. On May 18, 2021, the Parties filed an Unopposed Motion for Entry of Scheduling Order. The Court issued an Order Entering Scheduling Order on July 23, 2021, and granted the parties' Joint Motion to Extend Pretrial Deadlines and Modify the Scheduling Order for Recycler Claims on February 9, 2022. In the recycler actions, discovery is on-going and in addition to the discovery that has previously occurred. A trial date is yet scheduled.

I. In the Consumer Economic Loss Class Actions, over one million documents were produced, more than 70 class representatives were deposed, and at least ten Takata and 18 Automotive Defendant representatives were deposed.

## II. DEFINITIONS.

A. As used in this Agreement and the attached exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference), the following terms have the following meanings, unless this Agreement specifically provides otherwise:

1. "**Action**" or "**Actions**" means, individually and collectively, all class, mass, and individual actions asserting economic loss claims which the Class or any Class Members have

filed that have been consolidated for pretrial proceedings in the United States District Court for the Southern District of Florida in the *Takata* MDL, which are listed in Exhibit 1 to this Agreement, or that may be consolidated into the *Takata* MDL prior to the entry of the Final Approval Order.

2. “**Agreement**” or “**Settlement Agreement**” means this Settlement Agreement and the exhibits attached to it or incorporated herein, including any subsequent amendments and any exhibits to such amendments, which are the settlement (the “**Settlement**”).

3. “**Attorneys’ Costs and Expenses**” means such funds as the Court may award to compensate any and all attorneys in this Action representing Automotive Recycler Plaintiffs who have assisted in conferring the benefits upon the Class under this Settlement for their expenses and costs in connection with the Settlement, as described in Section VIII of this Agreement.

4. “**Automotive Recyclers**” means all persons who and entities which purchased a Subject Vehicle, as defined below, containing a Takata Inflator, as defined below, and that currently engage in, or at the time of such purchase were engaged in, the business of automotive salvage or recycling, or that recycled, re-furbished, or removed for sale or re-sale, second-hand Takata Inflators or Takata Inflator-related component parts.

5. “**Automotive Recycler Plaintiffs**” means 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; and Young’s Auto Center and Salvage, LP.

6. “**BMW**” means BMW of North America, LLC and BMW Manufacturing Co., LLC.

7. “**BMW Centers**” means authorized BMW dealers.
8. “**BMW’s Counsel**” means Christopher J. Dalton of Buchanan Ingersoll & Rooney PC.
9. “**BMW MC**” means BMW Manufacturing Co., LLC.
10. “**BMW NA**” means BMW of North America, LLC.
11. “**Car-Part**” means Used Car Parts, Inc., d/b/a car-part.com, the entity that will effectuate the Takata Inflator Certification Program, as defined below.
12. “**Claim Form**” means the document, substantially in the form attached as Exhibit 12, which Class Members must submit to participate in the Takata Inflator Certification Program.
13. “**Claim Period**” means the time period in which Class Members may participate in the Takata Inflator Certification Program. The Claim Period will run for a total of two (2) years, measured from the date of implementation, which will be no later than the Effective Date.
14. “**Claims Process**” means the process for submitting, reviewing, and paying approved claims as described in this Agreement, and as the Settlement Claims Administrator further determines.
15. “**Class**” or “**Class Members**” means, for settlement purposes only, all similarly situated Automotive Recyclers in the United States, the District of Columbia, and Puerto Rico that owned a Subject Vehicle at any time prior to the date of the Preliminary Approval Order. Excluded from the Class are: (1) BMW NA and BMW MC, its and their officers, directors, employees, agents, and attorneys; its and their affiliates and affiliates’ officers, directors, and employees; and BMW Centers and their officers and directors; (2) Settlement Class Counsel and

their employees; (3) judicial officers and their immediate family members and associated court staff assigned to this case; and (4) all persons who or entities which timely and properly exclude themselves from (opt-out of) the Class.

16. “**Class Notice**” means the notice program described in Section IV.

17. “**Court**” means the United States District Court for the Southern District of Florida, Miami Division, the Hon. Federico A. Moreno, U.S.D.J., or his successor, presiding.

18. “**Direct Mailed Notice**” means the Direct Mailed Notice which will be transmitted by email or mail, substantially in the form as attached as Exhibit 2.

19. “**Effective Date**” means the latest date on which the Final Approval Order or Final Judgment approving this Agreement becomes final. For purposes of this Agreement, Effective Date means:

(a) the date on which the Court enters the Final Approval Order and Final Judgment, if no Class Member has filed an objection; or

(b) the date on which the time for any objecting Class Member to appeal from the Final Approval Order or Final Judgment has expired, without any appeal being filed; or

(c) if any objecting Class Member has appealed from the Final Approval Order or Final Judgment, the date on which all appeals therefrom, including petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for a writ of certiorari to the Supreme Court of the United States, or any other form of review, have been finally disposed of in a manner that affirms the Final Approval Order or Final Judgment; or

(d) such other earlier date as Settlement Class Counsel and BMW may agree upon in writing.



20. “**Excluded Parties**” means (i) Takata Corporation, TK Holdings, Inc., and each of their past, present, and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and agents; and (ii) other than BMW and all other automotive manufacturers, including the automotive manufacturers and distributors referenced in the December 9, 2016 Third Amendment to the Coordinated Remedy Order, and each of their past, present, and future parents, predecessors, successors, spin-offs, assigns, distributors, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, and agents. For the avoidance of any doubt, Excluded Parties will include all Defendants named in the Action except for BMW.

21. “**Final Approval Hearing**” means the hearing at which the Court will determine whether to finally approve this Agreement as fair, adequate, and reasonable.

22. “**Final Judgment**” means the Court’s final judgment, issued after the Final Approval Hearing, as described in Section IX of this Agreement, which is to be consistent with the form attached as Exhibit 4.

23. “**Final Approval Order**” means the Court’s order approving the Settlement and this Agreement, as described in Section IX of this Agreement, which is to be consistent with the form attached as Exhibit 5.

24. “**Long Form Notice**” means the notice substantially in the form attached as Exhibit 6.

25. **“Notice Program”** means the program and components to disseminate notice to the Class as further discussed in Section IV of this Agreement.

26. **“Parties”** means Automotive Recycler Plaintiffs, through Settlement Class Counsel, and BMW, collectively, and **“Party”** means one of them.

27. **“Preliminary Approval Order”** means the order, which, if approved, the Court will enter preliminarily approving the Settlement as outlined in Section IX of this Agreement, which order will be substantially in the form attached hereto as Exhibit 7.

28. **“Publication Notice”** means the publication notice substantially in the form attached hereto as Exhibit 8.

29. **“Release”** means the release and waiver set forth in Section VII of this Agreement and in the Final Approval Order and Final Judgment.

30. **“Released Parties”** or **“Released Party”** means BMW, and each of its past, present, and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including BMW Centers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and sub-distributors, repairers, agents, attorneys, insurers, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name in this Agreement. Notwithstanding the foregoing, **“Released Parties”** does not include the Excluded Parties.

31. **“Settlement Claims Administrator”** means the Court-appointed third-party agent or administrator to which the Parties agree and which the Court appoints to oversee

and administer the Takata Inflator Certification Program. The Parties agree that Car-Part will serve as BMW Settlement Claims Administrator, subject to the Court's approval.

32. **"Settlement Class Counsel"** means, collectively, Podhurst Orseck, P.A. (Court-appointed Chair Lead Counsel); Boies, Schiller & Flexner L.L.P. and Power, Rogers and Smith, P.C., (Court-appointed Co-Lead Counsel for the Economic Loss Track); and Baron & Budd P.C., Carella Byrne Cecchi Olstein P.C., and Lief Cabraser Heimann & Bernstein, LLP (Court-appointed Plaintiffs' Steering Committee) on behalf of the Automotive Recycler Plaintiffs in the *Takata* MDL.

33. **"Settlement Notice Administrator"** means the Court-appointed third-party agent or administrator which the Parties agree and which the Court appoints to implement the Publication Notice and consult on Class Notice. The Parties agree that Kroll Settlement Administration LLC d/b/a Kroll Notice Media Solutions will serve as Settlement Notice Administrator, subject to the Court's approval.

34. **"Subject Vehicles"** means those BMW vehicles listed on Exhibit 9 that contain or contained Takata phase stabilized ammonium nitrate ("PSAN") inflators in their driver or passenger front airbag that (i) have been recalled, or (ii) may be recalled or contain a desiccant and that may be subject to future recall as referenced in the National Highway Traffic Safety Administration's ("NHTSA") Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto, as indicated in Exhibit 10. "Subject Vehicles" excludes BMW vehicles that have had the final recall remedy performed at a BMW Center.

35. **"Takata"** means Takata Corporation, TK Holdings, Inc., Takata AG, and their affiliates and related entities involved in the design, testing, manufacture, sale and distribution of Takata PSAN inflators and inflator modules.

36. “**Takata Airbag Inflator Recall(s)**” or “**Recall(s)**” means all past, present, and future recalls as referenced in NHTSA’s Consent Orders dated May 18, 2015 and November 3, 2015, and amendments thereto, related to Takata PSAN inflators, whether desiccated or non-desiccated, in the driver or passenger front airbag in the Subject Vehicles.

37. “**Takata Inflator**” or “**Takata Inflators**” mean Takata PSAN inflators, which are all airbag inflators for driver or passenger front airbags which Takata manufactured and sold containing propellant with Phase-Stabilized Ammonium Nitrate (“PSAN”), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

38. “**Takata Inflator Certification Program**” means the program discussed in Section III of this Agreement.

B. Other capitalized terms used in this Agreement but not defined in this Section II will have the meanings ascribed to them elsewhere in this Agreement. Unless the context requires otherwise, references in this Agreement to the singular will include the plural and references to the plural will include the singular.

C. The terms “he or she” and “his or her” include “it” or “its” where applicable.

D. As used in this Agreement, where appropriate, “and” means “or” and vice versa.

### **III. SETTLEMENT RELIEF.**

A. In consideration for the dismissal of the Action against BMW with prejudice, as contemplated in this Agreement, and for the full and complete Release, Final Approval Order, and Final Judgment provided below, BMW agrees to provide the following:

B. BMW Payments.

1. BMW will, not later than 21 calendar days after the Court issues the preliminary approval order, make a payment not to exceed \$32,000.00 sufficient to pay for all

notice and related costs, as the Settlement Notice Administrator directs. This payment takes into account any other settling Automotive Defendants for common expenses and costs, as indicated below. If the Court does not grant final approval to the settlement, the Settlement Notice Administrator will refund BMW any remaining portion of this initial payment. In any event, if this initial payment exceeds the total notice cost, the Settlement Notice Administrator will refund BMW the difference.

2. The Parties expressly understand that if other Automotive Defendants enter into settlement agreements in the Action, the settlement amounts will be kept separate. However, any common expenses and costs, including, but not limited to, costs for Publication Notice, will be shared by the settling Automotive Defendants on a *pro rata* basis.

3. BMW will separately pay, on an on-going basis, the costs related to the Takata Inflator Certification Program.

C. Takata Inflator Certification Program.

1. Pursuant to the Takata Inflator Certification Program, and at BMW's direction, Car-Part will obtain a certification from Class Members indicating that the Takata Inflators in recalled Subject Vehicles in Class Members' current inventories were not sold and have been, or will be, destroyed or deployed, for Takata Inflators for which BMW had not previously compensated Class Members under a separate program Car-Part had overseen. Such Takata Inflators are referred to as "Recalled BMW Airbags in Current Inventories."

2. Pursuant to the Takata Inflator Certification Program, and at BMW's direction, Car-Part will obtain a certification from Class Members indicating that the Takata Inflators in recalled Subject Vehicles that previously were in Class Members' possession, but no longer are in Class Members' possession, were not sold and have been destroyed or deployed, for

Takata Inflators for which BMW had not previously compensated Class Members under a separate program which Car-Part had overseen. Such Takata Inflators are referred to as “Recalled BMW Airbags in Historic Inventories.”

3. To the extent reasonably practicable, Car-Part, as the Settlement Claims Administrator, will create a website for the Takata Inflator Certification Program (“Settlement Website”) which will (i) make available to Class Members information applicable to the Subject Vehicles; (ii) allow Class Members to download relevant documents; and (iii) direct Class Members to contact the Settlement Claims Administrator to make a claim for certification under the Takata Inflator Certification Program at and after the Effective Date.

4. For implementation of the Takata Inflator Certification Program, BMW, through Car-Part, will pay to the eligible Class Member 15% more per certified Takata Inflator than it previously paid under its prior or existing Takata Inflator Certification Program. Specifically, BMW will pay \$40.25 for each certification of a Recalled BMW Airbag in Current Inventories and \$28.75 for each certification of a Recalled BMW Airbag in Historic Inventories.

5. Car-Part, as the Settlement Claims Administrator, will coordinate with, notify, and provide monthly updates to BMW regarding the results of the implementation of the Takata Inflator Certification Program consistent with BMW’s agreement with Car-Part. BMW’s counsel will provide periodic updates to Settlement Class Counsel of the results of the Takata Inflator Certification Program.

6. BMW has entered into, or will enter into, a written, legally enforceable agreement with Car-Part (the “Takata Inflator Certification Program Agreement”) that memorializes the terms of the Takata Inflator Certification Program as described in Section III.C.1-5 above. BMW will have a continuing obligation until the termination of the Takata Inflator

Certification Program to periodically monitor Car-Part's compliance with the terms of the Car-Part Takata Inflator Certification Program Agreement.

7. The Inflator Certification Program will run for a total of two (2) years, measured from the date of implementation.

8. BMW, at its sole discretion, may implement the Takata Inflator Certification Program prior to the occurrence of the Effective Date.

9. The duties of the Settlement Claims Administrator are to obtain from Class Members certifications that the Takata Inflators are destroyed or deployed and to remit payment to the Class Members for such assurance. BMW or the Settlement Claims Administrator may conduct periodic random audits of Class Members' compliance with the provisions of the Takata Inflator Certification Program. BMW's or the Settlement Claims Administrator's determination in this regard is final and binding on Class Members.

#### **IV. NOTICE TO THE CLASS.**

##### **A. Components of Class Notice.**

1. Class Notice will be accomplished through a combination of one or more of the following: Direct Mailed/Emailed Notices, Publication Notice, notice through the Settlement website, a Long Form Notice, and other applicable notice, each of which is described below, as specified in the Preliminary Approval Order, the Declaration of the proposed Settlement Notice Administrator (attached hereto as Exhibit 11). This notice is intended to comply with all applicable laws including, but not limited to, Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and any other applicable statute, law, or rule.

##### **B. Publication Notice.**

The Settlement Notice Administrator may cause the publication of the Publication Notice



as described in the Declaration of the proposed Settlement Notice Administrator and in such newspapers, magazines, or other media outlets upon which the Parties may agree. The Publication Notice will be substantially similar to the one the Parties have agreed upon, attached to the Agreement as Exhibit 8.

C. Settlement Website.

The Settlement Notice Administrator will establish a Settlement website that will inform Class Members of the terms of this Agreement, their rights, dates, deadlines, and related information. The website will include, in .pdf format, materials which the Parties agree upon or which the Court requires. The Settlement website will contain a section with Frequently Asked Questions. The Settlement website will allow Class Members to access, via embedded URL or similar technology, the BMW Settlement Claims Administrator website for the Takata Inflater Certification Program.

D. Direct Mailed Notice.

The Settlement Notice Administrator will send the Direct Mailed Notice, substantially in the form attached to this Agreement as Exhibit 2, by U.S. Mail, proper postage prepaid, to Class Members, whose addresses will be obtained through the use of reasonable efforts. The Direct Mailed Notice will inform potential Class Members on how to obtain the Long Form Notice from the Settlement website, through regular mail, or from a toll-free telephone number. In addition, the Settlement Notice Administrator will: (1) re-mail any Direct Mailed Notices the United States Postal Service returns with a forwarding address; (2) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses, and promptly mail copies of

the applicable notice to any better addresses so found. The Direct Mailed Notice will also be available on the Settlement website.

E. Long Form Notice.

The Long Form Notice will be in a form substantially similar to the document attached to this Agreement as Exhibit 6, and will advise Class Members of the following:

1. General Terms: The Long Form Notice will contain a plain and concise description of the nature of the Actions, the history of the Actions, the preliminary certification of the Class for settlement purposes, and the proposed Settlement, including information on the identity of Class Members, how the proposed Settlement would provide relief to Class Members, what claims are released under the proposed Settlement, and other relevant terms and conditions.

2. Exclusion/Opt-Out Rights: The Long Form Notice will inform Class Members that they have the right to request exclusion from (opt out of) the Settlement. The Long Form Notice will provide the deadlines and procedures for exercising this right.

3. Objection to Settlement: The Long Form Notice will inform Class Members of their right to object to the proposed Settlement and to appear at the Final Approval Hearing. The Long Form Notice will provide the deadlines and procedures for exercising these rights.

4. Attorneys' Costs and Expenses: The Long Form Notice will inform Class Members about the amounts that Settlement Class Counsel may seek as Attorneys' Costs and Expenses. The Long Form Notice will explain that that BMW will pay the Attorneys' Costs and Expenses awarded to Settlement Class Counsel in addition to and without reducing the relief being made available to Settlement Class Members as the Court may award.

F. Toll-Free Telephone Number.

The Settlement Notice Administrator will establish a toll-free telephone number that will provide settlement-related information to Class Members using an Interactive Voice Response system, with an option to speak with live operators.

G. Class Action Fairness Act Notice.

The Settlement Notice Administrator will send to each appropriate State and Federal official the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms.

H. Duties of the Settlement Notice Administrator.

1. The Settlement Notice Administrator will be responsible for, without limitation: (a) printing, mailing, or arranging for the mailing of the Direct Mailed Notices; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any Direct Mailed Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Agreement; (e) responding to requests for Direct Mailed Notice; (f) receiving and maintaining any Class Member correspondence regarding requests for exclusion or objections to the Settlement; (g) forwarding written inquiries to Settlement Class Counsel or their designee for a response, if warranted; (h) establishing a post-office box for the receipt of any correspondence; (i) responding to requests from Settlement Class Counsel or BMW's Counsel; (j) establishing a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Actions and the Settlement; and (k) otherwise implementing and assisting with the dissemination of the notice of the Settlement.

2. The Settlement Notice Administrator will be responsible for arranging for the publication of the Publication Notice, establishing internet banner notifications, and otherwise

implementing the notice program. The Settlement Notice Administrator will coordinate its activities to minimize costs in effectuating the terms of this Agreement.

3. The Parties, through their respective counsel, may agree to remove and replace the Settlement Notice Administrator, subject to Court approval. Disputes regarding the retention or dismissal of the Settlement Notice Administrator will be referred to the Court for resolution.

4. The Settlement Notice Administrator may retain one or more persons to assist in the completion of its responsibilities.

5. Not later than 21 days before the date of the Final Approval Hearing, the Settlement Notice Administrator will file with the Court (a) a list of those Class Members that have opted out of (excluded themselves from) the Settlement; and (b) a declaration confirming that the Notice Program has been implemented pursuant to its terms, including the details outlining the scope, method, and results of the Notice Program.

6. The Settlement Notice Administrator and the Parties, through their respective counsel, will promptly, after receipt, provide copies of any requests for exclusion, objections, and related correspondence to each other.

I. Self-Identification.

Persons who or entities which believe that they are Class Members should contact the Settlement Claims Administrator to determine if they are in the class.

J. BMW is not aware of any pending economic-loss litigation against BMW relating to Takata airbag inflator claims involving the Subject Vehicles or otherwise covered by the Release.

**V. REQUESTS FOR EXCLUSION.**

A. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Settlement Notice Administrator at the address provided in the Long Form Notice, postmarked on or before the date the Court sets in the Preliminary Approval Order, specifying that he, she, or it wants to be excluded and otherwise complying with the terms stated in the Long Form Notice and Preliminary Approval Order. The Class Member requesting exclusion must provide a list of the VINs of all BMW vehicles containing Takata Inflators, and the serial numbers of those inflators, in the Class Member's possession, custody, or control. The Settlement Notice Administrator will forward copies of any written requests for exclusion to Settlement Class Counsel and BMW's Counsel. If a potential Class Member files a request for exclusion, he, she, or it may not file an objection under Section VI.

B. Any Class Member who or which does not file a timely written request for exclusion as provided in this Section V will be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Approval Order, and Final Judgment in the Actions, even if he, she, or it has litigation pending or subsequently initiates litigation against BMW or the Released Parties asserting the claims released in Section VII of the Agreement.

**VI. OBJECTIONS TO SETTLEMENT.**

A. Any Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, adequacy, or reasonableness of this Agreement or the proposed Settlement, or to the award of Attorneys' Costs and Expenses, must deliver to Settlement Class Counsel identified in the Class Notice and to BMW's Counsel, and file with the Court, postmarked on or before the date the Court sets in the Preliminary Approval Order, a written statement of his, her, or its objections. The written objection of any Class Member must include:

(1) a heading which refers to the *Takata* MDL; (2) the objector's full name, telephone number, and address (the objector's actual addresses must be included); (3) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN(s) of the objector's Subject Vehicle(s); (4) all grounds for the objection, accompanied by any legal support for the objection known to the objector or the objector's counsel; (5) whether the objection applies only to the objecting Class Member, to a specific subset of the Class, or to the entire Class; (6) the number of times the objector has objected to a class-action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that the trial and appellate courts issued in each listed case; (7) if represented by counsel, the full name, telephone number, and address of all counsel, including any former or current counsel, who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (8) if represented by counsel, the number of times the objector's counsel or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or counsel's law firm's such objections that the trial and appellate courts issued in each listed case; (9) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between the objector or the objector's counsel and any other person or entity; (10) whether the objector intends to appear at the Final Approval Hearing on his, her, or its own behalf or through counsel; (11) the identity of all counsel representing the objector who will appear at the Final Approval Hearing; (12) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and (13) the objector's dated, handwritten signature (an

electronic signature or the objector's counsel's signature is not sufficient). The objector must attach any documents supporting the objection.

B. Any Class Member who files and serves a written objection, as described in the preceding Section VI.A, may appear at the Final Approval Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, adequacy, or reasonableness of this Agreement or the proposed Settlement, or to the award of Attorneys' Costs and Expenses. Class Members or their attorneys who intend to appear at the Final Approval Hearing must deliver a notice of intention to appear to one of Settlement Class Counsel identified in the Class Notice and to BMW's Counsel, and file that notice with the Court, on or before the date the Court sets in the Preliminary Approval Order.

C. Any Class Member who fails to comply in complete accordance with the provisions of Sections VI.A and VI.B above will waive any and all rights he, she, or it may have to appear separately or to object, and will be bound by all the terms of this Agreement and by all proceedings, orders, and judgments, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment in the Actions. The exclusive means for any challenge to this Settlement will be through the provisions of this Section VI. Without limiting the foregoing, any challenge to the Settlement, Final Approval Order, or Final Judgment will be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

D. Any Class Member who objects to the Settlement will be entitled to all of the benefits of the Settlement if this Agreement is approved, as long as the objecting Class Member complies with all requirements of this Agreement applicable to Class Members.

## **VII. RELEASE AND WAIVER.**

A. The Parties agree to the following release and waiver, which will take effect upon



entry of the Final Approval Order and Final Judgment.

B. In consideration for the relief provided above, Automotive Recycler Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons or entities who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, discharge, and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind or type regarding the subject matter of the Actions and the subject Takata Inflators, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or unasserted, whether based on federal, state, or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, unfair business, unfair trade practices, false, misleading, fraudulent advertising, consumer-fraud, or consumer-protection statutes, any breaches of express, implied, or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products-liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common-law, statutory, or equitable-relief theories, or from any other source, and any claim or potential claim of any kind related to, arising from, connected with, or in any way involving the Actions, the Subject Vehicles' Takata airbags containing desiccated or non-desiccated driver or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged, or described in the Actions

or any amendments of the Actions.

C. If a Class Member who does not timely and properly opt-out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding will be dismissed with prejudice at that Class Member's cost.

D. Notwithstanding the Release set forth in Section VII of this Agreement, Automotive Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death, or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle or Takata airbag itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.

E. Notwithstanding the Release set forth in Section VII of this Agreement, Automotive Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties.

F. The Final Approval Order and Final Judgment will reflect these release and waiver terms.

G. Automotive Recycler Plaintiffs and Class Members will not now or hereafter institute, maintain, prosecute, assert, instigate, or cooperate in the institution, commencement, filing, or prosecution of any suit, action, claim, or proceeding, whether legal, administrative, or otherwise, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity with respect to the claims, causes of action, or any other matters released through this Settlement.

H. In connection with this Agreement, Automotive Recycler Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions or the Release in this Agreement. Nevertheless, Settlement Class Counsel, Automotive Recycler Plaintiffs, and Class Members, in executing this Agreement, intend fully, finally, and forever to settle, release, discharge, acquit, and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, the Subject Vehicles, and their Takata airbags, except as otherwise stated in this Agreement.

I. Automotive Recycler Plaintiffs expressly understand and acknowledge, and all Automotive Recycler Plaintiffs and Class Members will be deemed by the Final Approval Order and Final Judgment to acknowledge and waive, Section 1542 of the Civil Code of the State of California, which provides that:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Automotive Recycler Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the Civil Code of the State of California, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

J. Automotive Recycler Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they are releasing under this Agreement. Automotive Recycler

Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Actions, including, without limitation, any claim for benefits, proceeds, or value under the Actions, and that Automotive Recycler Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds, or values under the Actions. Class Members participating in the Takata Inflator Certification Program shall represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Actions, including any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds, or values under the Actions.

K. Without in any way limiting its scope, this Release covers, by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, consultant fees, interest, litigation fees, costs, or any other fees, costs, or disbursements of any kind and nature any attorneys, Settlement Class Counsel, or Automotive Recycler Plaintiffs incurred, other than as set forth in this Settlement Agreement.

L. Settlement Class Counsel and any other attorneys who worked with or on behalf of Settlement Class Counsel on any of the Actions acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than

as set forth in this Settlement Agreement.

M. Pending the Court's entry of the Final Approval Order and Final Judgment, the Parties agree that any and all outstanding obligations and deadlines relating to pleadings, discovery, and any other pretrial requirements are hereby stayed and suspended as to BMW. Upon the Court's entry of the Final Approval Order and Final Judgment approving this Settlement, the Parties expressly waive any and all such pretrial requirements as to BMW.

N. Nothing in this Release will preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

O. Automotive Recycler Plaintiffs and Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and will be included in any Final Approval Order and Final Judgment the Court may enter.

#### **VIII. ATTORNEYS' COSTS AND EXPENSES.**

A. The Parties did not begin to negotiate Attorneys' Costs and Expenses until after agreeing to the principal terms set forth in this Settlement Agreement. After agreeing to the principal terms set forth in this Settlement Agreement, Settlement Class Counsel and BMW's Counsel negotiated the amount of Attorneys' Costs and Expenses that, separate and apart from the consideration for this settlement, following application to the Court and subject to Court approval, BMW would pay as reimbursement of costs and expenses to Settlement Class Counsel and Plaintiffs.

B. As a result of these negotiations, Settlement Class Counsel agree not to seek any attorneys' fees relating to the resolution of the Actions.

C. Settlement Class Counsel further agree to limit any petition for an award of

Attorneys' Costs and Expenses in the Actions not to exceed \$214,938.00 to be shared equally by the settling OEMs (BMW's share therefore being \$26,867.25).

D. This award of costs and expenses will be the sole compensation BMW will pay for all plaintiffs' counsel in the Actions. BMW will pay any Attorneys' Costs and Expenses award the Court makes within 30 days of the Effective Date.

E. Any order or proceedings relating to the attorneys' costs and expenses application, or any appeal from any order related thereto, or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date.

F. The Attorneys' Costs and Expenses BMW will pay as provided for in this Agreement shall be allocated by Settlement Class Counsel among other plaintiffs' counsel in a manner that Settlement Class Counsel in good faith believe reflects the contributions of all plaintiffs' counsel to the prosecution and settlement of the claims against BMW in the Actions.

G. BMW will not be liable for, or obligated to pay, any attorneys' fees, expenses, costs, or disbursements, either directly or indirectly, in connection with the Actions or the Agreement, other than as set forth in this Section VIII.

H. The amount(s) of any Attorneys' Costs and Expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, adequacy, and reasonableness of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' Costs and Expenses awarded by the Court to Settlement Class Counsel will affect whether the Final Order and Final Judgment are final.

I. Pursuant to case law, Automotive Recycler Plaintiffs are not seeking any incentive awards relating to the resolution of the Actions.

**IX. PRELIMINARY APPROVAL ORDER, FINAL APPROVAL ORDER, FINAL JUDGMENT, AND RELATED ORDERS.**

A. The Parties will seek from the Court, within 14 days after the execution of this Agreement, a Preliminary Approval Order in substantially the same form as Exhibit 7 to this Agreement. The Preliminary Approval Order will, among other things:

1. Preliminarily certify the Class for settlement purposes only, approve Automotive Recycler Plaintiffs as class representatives, and appoint Settlement Class Counsel as counsel for the class, pursuant to Fed. R. Civ. P. 23;

2. Preliminarily approve the Settlement;

3. Preliminarily approve Kroll Notice Media as the Settlement Notice Administrator;

4. Preliminarily approve Used Car Parts, Inc., d/b/a Car-Part, as the Settlement Claims Administrator for BMW;

5. Approve the proposed Class Notices, the Notice Program, and direct the implementation of the Notice Program in accordance with this Agreement;

6. Schedule a date and time for a Final Approval Hearing to determine whether the Court should finally approve the Settlement;

7. Require Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion by a date certain as directed in this Agreement and the Long Form Notice and that a failure to do so will bind those Class Members who remain in the Class;

8. Require Class Members who wish to object to this Agreement to submit an appropriate and timely written objection by a date certain as directed in this Agreement and Long Form Notice;



9. Require Class Members who have made an objection and wish to appear to at the Final Approval Hearing to submit an appropriate and timely written statement by a date certain as directed in the Agreement and Long Form Notice;

10. Require attorneys representing Class Members who wish to object to this Agreement to file a notice of appearance by a date certain as directed in this Agreement and Long Form Notice;

11. Issue a preliminary injunction and stay all other Actions in the *Takata* MDL as to BMW pending the Court's final approval;

12. Issue a preliminary injunction enjoining potential Class Members, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, from instituting or prosecuting any action or proceeding that may be released pursuant to this Settlement, including those Class Members seeking to opt out, pending the Court's determination of whether the Settlement should be given final approval, except for proceedings in this Court to determine whether the Settlement will be given final approval; and

13. Issue other related orders to effectuate the preliminary approval of the Agreement.

B. After the Preliminary Approval Hearing, the Parties will seek to obtain from the Court a Final Approval Order and Final Judgment in forms consistent with Exhibits 5 and 4, respectively. The Final Approval Order and Final Judgment will, among other things:

1. Find that the Court has personal jurisdiction over all Automotive Recycler Plaintiffs and Class Members, that the Court has subject-matter jurisdiction over the claims asserted in the Actions, and that venue is proper;

2. Finally approve the Agreement and Settlement, pursuant to Fed. R. Civ. P. 23;
3. Finally certify the Class for settlement purposes only;
4. Find that the notice and the notice dissemination methodology complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;
5. Dismiss all claims the Automotive Recycler Plaintiffs have made against BMW in the Actions with prejudice and without costs and fees (except as provided for herein as to Attorneys' Costs and Expenses);
6. Incorporate the Release set forth in this Agreement and make the Release effective as of the date of the Final Approval Order and Final Judgment;
7. Issue a permanent injunction, pursuant to the All Writs Act, 28 U.S.C. § 1651, and the Anti-Injunction Act, 28 U.S.C. § 2283, against Class Members instituting or prosecuting any claims released pursuant to this Settlement;
8. Authorize the Parties to implement the terms of the Agreement;
9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of this Agreement, the Final Approval Order and Final Judgment, and for any other necessary purpose; and
10. Issue related orders to effectuate the final approval of the Agreement and its implementation.

C. The Parties will use their best efforts, consistent with the terms of this Agreement, to promptly obtain a Final Approval Order.

D. If the Court fails to issue the Preliminary Approval Order, or fails to issue the Final

Approval Order without leave to resubmit, either Party may void the terms of this Agreement. However, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) the Court identifies.

E. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Agreement are essential. The Parties will cooperate with each other in good faith to carry out the purposes of and to effectuate this Agreement, will promptly perform their respective obligations hereunder, and will promptly take any and all actions and execute and deliver any and all additional documents and all other materials or information reasonably necessary or appropriate to carry out the terms of this Agreement and the transactions contemplated hereby.

F. Upon Entry of the Final Approval Order, the Action will be dismissed, on its merits and with prejudice, subject to the continuing jurisdiction of this Court, and Settlement Class Members will be forever barred and enjoined from pursuing any claims which this Settlement has resolved.

**X. MODIFICATION OR TERMINATION OF THIS AGREEMENT.**

A. The terms and provisions of this Agreement may be amended or modified only by written agreement of the Parties, through their respective counsel, and with the Court's approval; provided, however, that after entry of the Final Approval Order and Final Judgment, the Parties, through their respective counsel, may by written agreement effect such amendments or modifications of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or the Court's approval if such changes are consistent with the Court's Final Approval Order and Final Judgment and do not limit the rights of Class Members under this Agreement.

B. This Agreement will terminate at the discretion of either BMW or Automotive Recycler Plaintiffs, through Settlement Class Counsel, if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement that results in a substantial modification to a material term of the proposed Settlement, including, without limitation, the terms of relief, the obligations of the Parties, the findings or conclusions of the Court, the provisions relating to notice, the definition of the Class, or the terms of the Release; or (2) the Court, or any appellate court, does not enter or completely affirm, or alters, narrows, or expands, any portion of the Final Approval Order and Final Judgment, or any of the Court's findings of fact or conclusions of law, that results in a substantial modification to a material term of the proposed Settlement. The terminating Party must exercise the option to withdraw from and terminate this Agreement, as provided in this Section X, by a signed writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination. The Parties will be returned to their positions existing immediately before the execution of this Agreement.

1. BMW will have the right, but not the obligation, to terminate this Agreement if the total number of timely and valid requests for exclusion exceeds 1% of putative Class Members.

C. If an option to withdraw from and terminate this Agreement arises under Section X.B above, neither BMW nor Automotive Recycler Plaintiffs are required for any reason or under any circumstance to exercise that option and any exercise of that option will be in good faith.

D. If, but only if, this Agreement is terminated pursuant to Section X.B, above, then:

1. This Agreement will be null and void and will have no force or effect, and no Party to this Agreement will be bound by any of its terms, except for the terms of Section X.D herein;

2. The Parties will petition the Court to have lifted any stay orders entered pursuant to this Agreement;

3. All of the provisions, and all negotiations, statements, and proceedings relating to it, will be without prejudice to the rights of BMW, Automotive Recycler Plaintiffs, or any Class Member, all of whom will be restored to their respective positions existing immediately before the execution of this Agreement, except that the Parties will cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the attempted settlement negotiations and proceedings;

4. Automotive Recycler Plaintiffs and all other Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions, or remedies that have been or might later be asserted in the Actions including, without limitation, any argument concerning class certification, and treble or other damages;

5. BMW and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, arguments in support of, and substantive and procedural rights as to all defenses to the causes of action or remedies that have been sought or might be later asserted in the Actions, including, without limitation, any argument or position opposing class certification, liability, or damages;

6. Neither this Agreement, nor the fact of its having been made, nor the negotiations leading to it, nor any information or materials exchanged in connection with this Agreement, nor any discovery or action any Party or its counsel has taken pursuant to this Agreement, will be admissible or entered into evidence for any purpose whatsoever;

7. Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Agreement will be deemed vacated and will be without any force or effect;

8. All costs incurred in connection with the Settlement, including, but not limited to, notice, publication, and communications with Class Members, will be paid and all remaining funds will revert back to BMW as soon as practicable. Neither Automotive Recycler Plaintiffs nor Settlement Class Counsel will be responsible for any of these costs or other settlement-related costs; and

9. Automotive Recycler Plaintiffs and Settlement Class Counsel will not in any way be responsible or liable for any settlement administration expenses or taxes, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party will bear its own attorneys' fees and costs and BMW's future payment obligations will cease; and

10. BMW will have no further obligations to pay Class Members, Automotive Recycler Plaintiffs, or Settlement Class Counsel under the terms of this Settlement set forth in this Agreement and will be responsible for only the settlement administration expenses and taxes actually incurred, for which Plaintiffs and Settlement Class Counsel are not liable; and

11. Any Attorneys' Costs and Expenses previously paid to Settlement Class Counsel will be returned to BMW within 14 calendar days of termination of the Agreement.

**XI. GENERAL MATTERS AND RESERVATIONS.**

A. BMW has denied and continues to deny each and all of the claims and contentions alleged in the Actions, and has denied and continues to deny that it has violated any law or engaged in any wrongful act or omission that was alleged, or that could have been alleged, in the Actions. BMW believes that it has valid and complete defenses to the claims asserted against it in the Actions. Without in any way limiting the scope of this denial, BMW denies that it committed any wrongdoing with respect to the issues that are the subject of the Takata Airbag Inflator Recalls. Nonetheless, BMW has concluded that it is desirable and in its and the public's the interest that the Actions be fully and finally settled in the matter upon the terms and conditions set forth in this Agreement.

B. The obligation of the Parties to conclude the proposed Settlement is and will be contingent upon each of the following:

1. The Court's entry of a final order and final judgment identical to, or with the same material terms as, the Final Approval Order and Final Judgment approving the Settlement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and

2. Any other conditions stated in this Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section will not prevent BMW from disclosing such information, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys, potential Settlement Notice Administrators and Settlement Claims Administrators, or as otherwise required



by law. Nor will it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Agreement.

D. Automotive Recycler Plaintiffs and Settlement Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Automotive Recycler Plaintiffs nor their counsel may disclose it to third parties (other than experts or consultants Automotive Recycler Plaintiffs retained in connection with the Actions), nor may they disclose any quotes or excerpts from, or summaries of, such information, whether the source is identified or not; that it not be the subject of public comment; that it not be used by Automotive Recycler Plaintiffs or Settlement Class Counsel or other counsel representing Automotive Recycler Plaintiffs in the Actions in any way in this litigation or any other litigation or otherwise should the Settlement not be achieved, and that it is to be returned if a Settlement is not concluded; provided, however, that nothing contained herein will prohibit Automotive Recycler Plaintiffs from seeking such information through formal discovery if appropriate and not previously requested through formal discovery or from referring to the existence of such information in connection with the Settlement of the Actions.

E. Information BMW provided includes trade secrets and highly confidential and proprietary business information and will be deemed “Highly Confidential” pursuant to the Confidentiality Order entered in the *Takata* MDL and any other confidentiality or protective orders that have been entered in the Actions or other agreements, and will be subject to all of the provisions thereof. Any materials inadvertently produced will, upon BMW’s request, promptly be returned to BMW’s Counsel, and there will be no implied or express waiver of any privileges,

rights, and defenses.

F. Within 90 days after the Effective Date (unless the time is extended by agreement of the Parties), all “Confidential” and “Highly Confidential” documents and materials (and all copies of such documents in whatever form made or maintained, including documents referring to such documents) which BMW or BMW’s Counsel produced to Settlement Class Counsel during the settlement process will be returned to BMW’s Counsel. Alternatively, Settlement Class Counsel will certify to BMW’s Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained including documents referring to such documents) BMW or BMW’s Counsel produced have been destroyed, provided, however, that this Section XI.F will not apply to any documents made part of the record, nor to any documents made part of a Court filing, nor to Settlement Class Counsel’s work product (as to which the confidentiality provisions above will continue to apply). Nothing in this Agreement will affect or alter the terms of the *Takata* MDL Confidentiality Order or any other applicable confidentiality agreement, which will govern the documents produced in the Actions.

G. BMW’s execution of this Agreement will not be construed to release—and BMW expressly does not intend to release—any claim BMW may have or make against any insurer or other party for any cost or expense incurred in connection with this Action or Settlement, including, without limitation, for attorneys’ Costs and Expenses.

H. Settlement Class Counsel represent that: (1) the Automotive Recycler Plaintiffs have authorized them to enter into this Agreement with respect to the claims in these Actions; and (2) they are seeking to protect the interests of the Class.

I. Settlement Class Counsel further represent that the Automotive Recycler Plaintiffs: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are

willing, ready, and able to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) have read the pleadings in the Actions, including the SACAC, or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding Settlement Class Counsel has undertaken; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Agreement, including the attached exhibits, or have received a detailed description of it from Settlement Class Counsel, and have agreed to its terms; (6) have consulted with Settlement Class Counsel about the Actions and this Agreement and the obligations imposed on representatives of the Class; (7) have a good-faith belief that this Settlement and its terms are fair, adequate, reasonable, and in the best interests of the Class; (8) have authorized Settlement Class Counsel to execute this Agreement on their behalf; and (9) will remain and serve as representatives of the Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that the Automotive Recycler Plaintiffs cannot represent the Class.

J. The Parties acknowledge and agree that no Party has given or will give any opinion concerning the tax consequences of the proposed Settlement to Class Members, nor are any representations or warranties in this regard made by virtue of this Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

K. BMW represents and warrants that the individuals executing this Agreement are authorized to enter into this Agreement on the behalf of BMW.

L. This Agreement, complete with its exhibits, sets forth the sole and entire agreement

among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Settlement Class Counsel and BMW's Counsel on BMW's behalf. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed or referenced in this Agreement exist among or between them, and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge. This Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement. Each Party represents that he, she, or it is not relying on any representation or matter not included in this Agreement.

M. This Agreement and any amendments to it will be governed by and interpreted according to the law of the State of Florida notwithstanding its choice-of-law provisions.

N. Any disagreement or action to enforce this Agreement will be commenced and maintained only in the United States District Court for the Southern District of Florida that oversees the *Takata* MDL.

O. Whenever this Agreement requires or contemplates that one of the Parties will or may give notice to the other, notice will be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

1. If to BMW, then to:

Christopher J. Dalton  
Buchanan Ingersoll & Rooney PC  
550 Broad Street, Suite 810  
Newark, New Jersey 07102  
Tel: (973) 273-9800  
Email: [christopher.dalton@bipc.com](mailto:christopher.dalton@bipc.com)

2. If to Automotive Recycler Plaintiffs, then to:

Peter Prieto  
Podhurst Orseck, P.A.  
Suntrust International Center

One S.E. 3<sup>rd</sup> Avenue, Suite 2700  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: [pprieto@podhurst.com](mailto:pprieto@podhurst.com)

P. All time periods set forth herein will be computed in calendar days in accordance with Fed. R. Civ. Pro. 6(a).

Q. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

R. The Class, Automotive Recycler Plaintiffs, Settlement Class Counsel, BMW, or BMW's Counsel will not be deemed to be the drafter of this Agreement or of any particular provision, nor will they argue that any particular provision should be construed against its drafter. All Parties agree that counsel for the Parties drafted this Agreement during extensive arm's-length negotiations. No parole or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

S. The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event will this Agreement, any of its provisions, or any negotiations, statements, or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements,

or court proceedings will be construed as, offered as, received as, used as, or deemed to be evidence or an admission or a concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, BMW, the Released Parties, Automotive Recycler Plaintiffs, or the Class or as a waiver by BMW, the Released Parties, Automotive Recycler Plaintiffs, or the Class of any applicable privileges, claims, or defenses.

T. Automotive Recycler Plaintiffs expressly affirm that the allegations as to BMW contained in the Second Amended Class Action Complaint were made in good faith but consider it desirable for the Actions to be settled and dismissed as to BMW because of the substantial benefits that the Settlement will provide to Class Members.

U. The Parties, their successors, assigns, and their counsel, undertake to implement the terms of this Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Agreement.

V. One Party's waiver of another Party's breach of this Agreement will not be deemed a waiver of any prior or subsequent breach of this Agreement.

W. If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

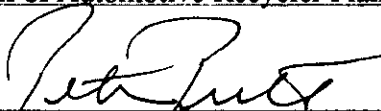
X. The Parties, their successors, assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the proposed Settlement.

Y. This Agreement may be signed with an email or other electronic means for a signature and in counterparts by each Party, each of which will constitute a duplicate original, all

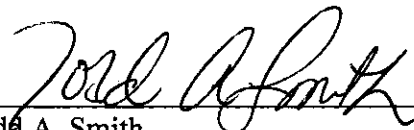
of which taken together will constitute one and the same instrument.

Z. If any one or more of the provisions contained in this Agreement is for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision if BMW and Settlement Class Counsel, on behalf of Automotive Recycler Plaintiffs and Class Members, mutually agree in writing to proceed as if the invalid, illegal, or unenforceable provision had never been included in this Agreement. The Court will be review and approve any such agreement before it becomes effective.

On Behalf of Automotive Recycler Plaintiffs and the Class:

BY:  Dated: 12/23/22  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2700  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Chair Lead Counsel

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
599 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Co-Lead Counsel for the Economic Loss Track

BY:  Dated: 12/27/22  
Todd A. Smith  
POWER, ROGERS AND SMITH, L.L.P.  
70 West Madison Street, Suite 5500  
Chicago, IL 60602  
Tel: (312) 313-0202  
Email: tas@prslaw.com  
Co-Lead Counsel for the Economic Loss Track



of which taken together will constitute one and the same instrument.

Z. If any one or more of the provisions contained in this Agreement is for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision if BMW and Settlement Class Counsel, on behalf of Automotive Recycler Plaintiffs and Class Members, mutually agree in writing to proceed as if the invalid, illegal, or unenforceable provision had never been included in this Agreement. The Court will be review and approve any such agreement before it becomes effective.

On Behalf of Automotive Recycler Plaintiffs and the Class:

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2700  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Chair Lead Counsel

BY: David Boies \_\_\_\_\_ Dated: 12/24/2022 \_\_\_\_\_  
David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
599 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsfllp.com  
Co-Lead Counsel for the Economic Loss Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Todd A. Smith  
POWER, ROGERS AND SMITH, L.L.P.  
70 West Madison Street, Suite 5500  
Chicago, IL 60602  
Tel: (312) 313-0202  
Email: tas@prslaw.com  
Co-Lead Counsel for the Economic Loss Track

BY: CBM Dated: 12-20-2022

Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee


BY: \_\_\_\_\_ Dated: \_\_\_\_\_

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY:  \_\_\_\_\_ Dated: 12/8/22 \_\_\_\_\_  
Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

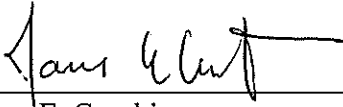
BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY:  \_\_\_\_\_ Dated: Dec 8, 2022

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Curtis Bradley Miner  
COLSON HICKS EIDSON  
255 Alhambra Circle, PH  
Coral Gables, FL 33134  
Tel: (305) 476-7400  
Email: curt@colson.com  
Lead Counsel for the Personal Injury Track

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Plaintiffs' Steering Committee

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

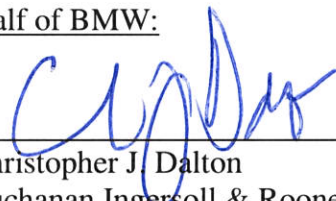
James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Plaintiffs' Steering Committee

BY:  \_\_\_\_\_ Dated:  \_\_\_\_\_

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Plaintiffs' Steering Committee

On Behalf of BMW:

BY: \_\_\_\_\_



Dated: \_\_\_\_\_

1/12/2023

Christopher J. Dalton  
Buchanan Ingersoll & Rooney PC  
550 Broad Street, Suite 810  
Newark, New Jersey 07102  
Tel: (973) 273-9800  
Email: [christopher.dalton@bipc.com](mailto:christopher.dalton@bipc.com)  
*Attorneys for BMW of North America, LLC  
and BMW Manufacturing Co., LLC*

**EXHIBIT 1 – List of Recycler Class Actions Against BMW in MDL 2599**

Case Number	Plaintiffs	Filed In
1:14-cv-24009	Butler Auto Recycling, Inc., et al.	Southern District of Florida
1:14-cv-24009	Pamela Koehler, et al.	Southern District of Florida
3:16-cv-00128	Butler Auto Recycling Inc.	Northern District of Florida
6:16-cv-00013	Cunningham Brothers Auto Parts, LLC	Western District of Virginia
4:16-cv-00147	Midway Auto Parts LLC	Western District of Missouri
3:18-cv-00021	Road Tested Parts Inc.	Middle District of Georgia
5:15-cv-00875	Snyder's LTD	Western District of Texas
3:16-cv-00135	Triple D. Corporation	Eastern District of Tennessee



EXHIBIT 2

**Direct Mail Notice to Class Members**

**Front:**

Settlement Notice Administrator in  
In re Takata Airbag Products Liability  
Litigation (Automobile Salvage/Recyclers  
Actions), (S.D. Fla.)  
[Address]  
[City, State ZIP Code]

[Name]  
[Address]  
[City, State ZIP Code]

**Important Legal Notice from the United States District Court for the Southern District of Florida.** This is a notice of a proposed class action settlement.

**Back:**

**All persons who and entities which purchased a Subject Vehicle containing a Takata Inflator, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage or recycling, or that recycled, refurbished, or removed for sale or re-sale second-hand Takata Inflators or Takata Inflator-related component parts, may be entitled to a payment from a class action settlement.**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

Settlements have been reached in a class action lawsuit alleging that BMW, Ford, Honda, Nissan, Mazda, Subaru, Toyota, and VW manufactured and sold vehicles that contained allegedly defective airbags made by Takata Corporation and its affiliates (“Takata”). The defendants deny the allegations in the lawsuit, and the Court has not decided who is right. **The purpose of this notice is to inform you of the class action and the proposed Settlement so that you may decide what to do.**

**Who’s Included? Records indicate that you may be a Class Member.** The Settlement offers potential payments to Automotive Salvagers and Recyclers in the United States that purchased a Subject Vehicle containing a Takata Inflator. A complete list of Subject Vehicles included in the Settlement is posted on the [www.recyclerpayment.org](http://www.recyclerpayment.org) Settlement Website. This Settlement does not involve claims of personal injury or property damage to any property other than the Subject Vehicles.

**What Are the Settlement Terms?** The Settlement offers an enhanced Takata Inflator Certification Program (“Program”), which will run for two (2) years. Under the Program, the Settlement Claims administrator will locate, identify, and pay Class Members to certify their destruction of Takata Inflators in Subject Vehicles that have been recalled as of [DATE]. BMW will pay eligible Class Members 15% more per inflator than it currently, (as of the Effective Date of the Agreement, unless implemented earlier), pays or paid under its prior or existing Takata Inflator Certification Program for recovered Inflators. More information on the benefits of the Settlements is available at the website listed below.

**How can I get the benefits under the Settlements?** You may submit a Claim to seek the benefits under the Settlements. The time to submit a claim runs two years from the date the court finally

**EXHIBIT 2**

approves the Settlements. Instructions to submit a claim can be found in the Claim Form at [www.recyclerpayment.org](http://www.recyclerpayment.org).

**What are my options?** You are not required to do anything in response to this notice unless you wish to exclude yourself from the settlements or file an objection. If you do not exclude yourself, then if the court approves the settlements, you may recover any benefits to which you may be entitled under the settlements, and you will be legally bound by the settlement terms including the release of claims. The potential available benefits are more fully described in the Settlements, which are available at the settlement website. If you want to exclude yourself from the settlements, and not receive any benefits to which you may be eligible, then you exclude yourself by **Month DD, 2023**. If you do not exclude yourself, you may object to the Settlement by **Month DD, 2023**. You cannot both exclude yourself from and object to the Settlements. The deadlines and procedures for requesting exclusion from the settlement or filing an objection are also explained on the settlement website.

**Final Approval Hearing.** The Court will hold a final approval hearing on **Month DD, 2023** to consider whether to grant final approval of the Settlements and a request for \$\$214,938.00 to be shared equally by the settling automakers (or \$26,867.25 per automaker) in attorneys' costs and expenses. Plaintiffs' attorneys are not seeking any attorneys' fees or for class representative awards associated with the settlement of this action. You may appear at the fairness hearing, either by yourself or through an attorney you hire, but you don't have to hire an attorney because class counsel will be there to represent your and the settlement class's interests. For more information, including the settlement benefits, eligibility, release of claims, and applicable deadlines and procedures to request exclusion, object, or file a claim, in English or Spanish, call or visit the website below.

(859)-344-1901

[www.recyclerpayment.org](http://www.recyclerpayment.org)

UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION  
1200 New Jersey Avenue SE  
Washington D.C. 20590

\_\_\_\_\_  
**In re:** )  
 )  
Docket No. NHTSA-2015-0055 )  
Coordinated Remedy Program Proceeding )  
 )  
\_\_\_\_\_ )

**THIRD AMENDMENT TO THE COORDINATED REMEDY ORDER**

This Amendment to the Coordinated Remedy Order (“Amendment”) is issued by the Administrator of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation. Pursuant to NHTSA’s authority under the National Traffic and Motor Vehicle Safety Act of 1966, as amended and recodified (the “Safety Act”), 49 U.S.C. § 30101, *et seq.*, and specifically, 49 U.S.C. §§ 30118-30120, 30120(a)(1), 30120(c)(2)-(3), 30166(b), 30166(c), 30166(e), 30166(g)(1), and 49 CFR §§ 573.6, 573.14, this Amendment modifies the Coordinated Remedy Order issued on November 3, 2015 (“CRO”) to add newly affected vehicle manufacturers<sup>1</sup> (the “Expansion Vehicle Manufacturers”) to the Coordinated Remedy Program and to set forth additional requirements and obligations of the affected vehicle manufacturers (the “Affected Vehicle Manufacturers”)<sup>2</sup> and TK Holdings,

<sup>1</sup> Including Ferrari North America, Inc. (“Ferrari”), Jaguar Land Rover North America, LLC (“Jaguar-Land Rover”), McLaren Automotive, Ltd. (“McLaren”), Mercedes-Benz US, LCC (“Mercedes-Benz”), Tesla Motors, Inc. (“Tesla”), Volkswagen Group of America, Inc. (“Volkswagen”), and, per Memorandum of Understanding dated September 16, 2016, Karma Automotive on behalf of certain Fisker vehicles (“Karma”).

<sup>2</sup> Including, in addition to the Expansion Vehicle Manufacturers, the previously included companies, or “Original Affected Manufacturers”: BMW of North America, LLC (“BMW”), FCA US, LLC (“FCA”) (formerly Chrysler), Daimler Trucks North America, LLC (“Daimler Trucks”), Daimler Vans USA, LLC (“Daimler Vans”), Ford Motor Company (“Ford”), General Motors, LLC (“GM”), American Honda Motor Company (“Honda”), Mazda North American Operations (“Mazda”), Mitsubishi Motors North America, Inc. (“Mitsubishi”), Nissan North

Inc., (“Takata”) in connection with the recall and remedy of certain types of Takata air bag inflators. The CRO, including all facts, findings, terms, and prior amendments<sup>3</sup>, is hereby incorporated by reference as if fully set forth herein.

## **I. NATURE OF THE MATTER AND FINDINGS.**

1. On November 3, 2015, upon the conclusion of the Coordinated Remedy Program Proceeding and closing of public Docket Number NHTSA-2015-0055 (addressing the recalls of certain Takata air bag inflators), NHTSA issued a Consent Order to Takata on November 3, 2015 (“November 2015 Consent Order”) and the CRO. *See Coordinated Remedy Order with Annex A*, 80 FED. REG. 70866 (Nov. 16, 2015).

2. Since that time, NHTSA has continued its investigation into the Takata air bag inflator ruptures (EA15-001) and has been implementing and overseeing the Coordinated Remedy Program. As part of the ongoing investigation NHTSA has, among other things, received briefings from three independent research organizations,<sup>4</sup> each of which had undertaken scientific evaluations of Takata’s frontal air bag inflators containing non-desiccated phase-stabilized ammonium nitrate (“PSAN”). *See Amendment to November 3, 2015 Consent Order, EA15-001 Air Bag Inflator Rupture (May 4, 2016) (“Amended Consent Order”)*. NHTSA staff evaluated the research and also consulted with the Agency’s independent expert on the various researchers’ findings. *See id.* (including Expert Report of Harold R. Blomquist, Ph.D. as Exhibit A). Based upon the scientific analyses and data obtained from the researchers

---

America, Inc. (“Nissan”), Subaru of America, Inc. (“Subaru”), and Toyota Motor Engineering and Manufacturing (“Toyota”).

<sup>3</sup> Amendments were issued granting extensions of time to BMW on March 15, 2016, and to GM, Daimler Vans, and Ford on September 29, 2016. These amendments are publicly available at: <http://www.safercar.gov/rs/takata/takata-docs.html>.

<sup>4</sup> Exponent, Inc., Fraunhofer ICT, and Orbital ATK.

and additional data from Takata, on May 4, 2016, NHTSA issued, with Takata's agreement, the Amended Consent Order, which, among other things, established a phased schedule for the future recall of all Takata frontal inflators containing non-desiccated PSAN by December 31, 2019.

3. The number of Takata air bag inflators currently recalled, or scheduled for recall, has increased since November 3, 2015, from approximately 23 million to approximately 61 million<sup>5</sup> and the number of affected vehicle manufacturers has grown from 12 to 19. The size of these recalls, ages of vehicles affected, nature of the defect, and associated communications and outreach challenges, as well as remedy part and alternative part supply challenges, lends unprecedented complexity to the recall and remedy process. Given the potential severity of the harm to vehicle occupants when an inflator rupture occurs and the wide-spread exposure across a large vehicle population, the ongoing risk of harm presented by the defective Takata air bag inflators is extraordinary. Accordingly, for the reasons that follow, and upon consideration of the entire record in this proceeding (including NHTSA's ongoing investigation in EA15-001, oversight of the Takata non-desiccated PSAN inflator recalls issued in May and June 2015 by the Original Affected Manufacturers (the "Inflator Recalls") to date, and the Amended Consent Order) NHTSA now issues this Third Amendment to the Coordinated Remedy Order.

#### **Additional Factual Background**

4. Following the issuance of the November 2015 Consent Order and the CRO, NHTSA continued its investigation into the rupturing Takata air bag inflators and began to implement the Coordinated Remedy Program.

5. In late 2015, Takata shared new inflator ballistic testing data with the Agency.

---

<sup>5</sup> This number of inflators does not include like-for-like remedies.

That data included ruptures during testing of four (4) non-desiccated PSPI inflators and two (2) non-desiccated PSPI-L inflators (both of which are passenger side air bag inflators). Based on the new ballistic testing data, in December 2015, Takata amended DIRs 15E-042 (for the PSPI-L) and 15E-043 (for the PSPI) to include inflators through model year 2008, and the impacted vehicle manufacturers<sup>6</sup> expanded their existing recalls to all vehicles with those inflator types through model year 2008.

6. Meanwhile, in the fall of 2015, Takata began ballistic testing and analysis of certain non-desiccated PSDI-5 driver air bag inflators returned from the field. In January 2016, Takata notified the Agency that of 961 returned non-desiccated PSDI-5 inflators subjected to testing, three (3) had ruptured during testing and an additional five (5) had shown elevated internal pressure levels during testing deployment, but did not rupture during testing.

7. In January 2016, the Agency learned that on December 22, 2015, the driver of a 2006 Ford Ranger was killed in a crash in Lancaster County, South Carolina, when the non-desiccated SDI inflator in his air bag ruptured during deployment. While this vehicle was under recall for the passenger side air bag inflator, the driver side air bag inflator had not been recalled because no ruptures had occurred during previous ballistic testing. That ballistic testing was conducted as part of a proactive surveillance testing program that included 1,900 tests conducted on parts taken out of vehicles located in the high absolute humidity (“HAH”) region.

8. In light of the new ballistic test data showing ruptures in non-desiccated PSDI-5 inflators (see Paragraph 6)<sup>7</sup>, the December 22, 2015, fatality involving a non-desiccated SDI inflator (see Paragraph 7), and paragraph 29 of the November 2015 Consent Order, on January

---

<sup>6</sup> Honda, Mazda, and Subaru.

<sup>7</sup> By the time Takata filed the DIR with the Agency on January 25, 2016, Takata reported four (4) ruptures and six (6) abnormally high internal pressurizations during ballistic testing on 1995 inflators returned from the field.

25, 2016, Takata filed two DIRs, initiating the recall of non-desiccated PSDI-5 inflators (16E-005) from start of production through model year 2014, and initiating the recall of non-desiccated SDI inflators (16E-006) from the start of production through model year 2014. Thereafter, vehicle manufacturers impacted by these expansions subsequently filed corresponding DIRs, including Volkswagen and Mercedes-Benz, neither of which had previously been part of the Coordinated Remedy Program.

9. In February and March 2016, the Agency received briefings from Exponent, Inc., Fraunhofer ITC, and Orbital ATK, regarding their research into the root cause(s) of the inflator ruptures, including the conclusions each had drawn as of that time. The findings of all three research organizations were consistent with previous theories that most of the inflator ruptures are associated with a long-term phenomenon of PSAN propellant degradation caused by years of exposure to temperature fluctuations and intrusion of moisture from the ambient atmosphere into the inflator. *See* Amended Consent Order at ¶ 2. The temperature fluctuations and moisture intrusions are more severe in warmer climates with high absolute humidity. *Id.* Based upon the Agency’s review of the work done by the research organizations, it concluded that the likely root cause of the rupturing of most<sup>8</sup> non-desiccated frontal Takata air bag inflators is a function of time, temperature cycling, and environmental moisture. *Id.* at ¶ 5. Other factors may influence the relative risk<sup>9</sup> of inflator rupture, but the overarching root cause of the ruptures consists of the three identified factors.

10. Based on the Agency’s root cause determination regarding the non-desiccated

---

<sup>8</sup> The findings are qualified as applicable to “most” non-desiccated PSAN frontal inflators made by Takata because some of the earliest rupture-related recalls additionally involved certain manufacturing defects that caused the inflators to rupture before the combined effects of time, temperature cycling, and humidity could have caused the degradation that leads to rupture.

<sup>9</sup> Factors that may affect relative risk of inflator rupture and risk to vehicle occupants include, but are not limited to, vehicle size, position of the inflator in the vehicle (passenger, driver, or both), and manufacturing location.



PSAN frontal inflators, on May 4, 2016, NHTSA issued, and Takata agreed to, the Amended Consent Order. The Amended Consent Order sets forth a phased schedule of five DIR filings by Takata between May 15, 2016 and December 31, 2019, that ultimately will recall all Takata frontal non-desiccated PSAN air bag inflators, including all “like-for-like” inflators used as remedy parts during the recalls.<sup>10</sup> Vehicle manufacturers not previously affected by the Takata air bag inflator recalls are included under this DIR schedule, including: Ferrari, Jaguar-Land Rover, McLaren, Tesla, and, by agreement with the Agency, Karma (as to certain Fisker vehicles).

11. Since issuing the CRO, the Agency has continued to monitor the availability of remedy parts supply through communications with Takata, other major inflator suppliers (the “Suppliers”),<sup>11</sup> and Affected Vehicle Manufacturers. At least one vehicle manufacturer has taken significant steps to ensure an adequate supply chain of replacement inflators going forward, including working with alternative suppliers to establish additional supply lines. However, some vehicle manufacturers struggled to find alternative suppliers with sufficient production capacity in a timely fashion, or to identify acceptable final remedy inflators (whether produced by Takata or another supplier). Further, some vehicle manufacturers that became involved in the Takata air bag inflator recalls relatively recently must find remedy parts production capacity in an already crowded marketplace. Additionally, developing and validating new remedy parts can add several months, or more, to the process. However, not all Suppliers are at maximum capacity for future production orders. Suppliers have some limited

---

<sup>10</sup> Like-for-like replacements are remedy parts that are the same as the part being removed, except that they are new production. These parts are an adequate interim remedy because the risk of inflator rupture develops over time. Thus, like-for-like remedy parts are safe at the time of installation and much safer than the older parts they replace, because the inflators present a lower risk of rupture since insufficient time has passed for the propellant degradation process to have occurred. Like-for-like parts are sometimes also referred to as an “interim remedy”.

<sup>11</sup> Hereinafter, “Suppliers” shall collectively refer to Autoliv Americas, Daicel Safety Systems America, LLC, and ZF-TRW.

additional production capacity. Further, the Suppliers and Affected Vehicle Manufacturers have the ability, with time and capital investments, to develop additional supply capacity to address the significant parts demand not only for U.S. supply, but for the larger global supply that may well be required.

12. Significant efforts by the Affected Vehicle Manufacturers and Suppliers to ensure an adequate remedy parts supply will be required for the foreseeable future as these recalls continue to expand with the future scheduled DIRs for Takata frontal air bag inflators containing non-desiccated PSAN (hereafter, the combined current and future recalls of Takata non-desiccated PSAN air bag inflators are referred to as the “Expanded Inflator Recalls”), and the potential expansion by December 31, 2019, to Takata frontal inflators containing desiccated PSAN<sup>12</sup>.

13. In addition to the ongoing investigation and recall expansions, the Agency is implementing the Coordinated Remedy Program. This included the selection in December 2015 of an Independent Monitor (hereafter, the Independent Monitor and/or his team are referred to as the “Monitor”) responsible for, among other things, data collection from the Affected Vehicle Manufacturers, Takata, and Suppliers, which allows for enhanced analysis on remedy parts supply, recall completion rates, and efforts being made by each affected manufacturer to successfully carry out its recall and remedy program. In addition to frequent direct communications with Takata and each of the Affected Vehicle Manufacturers, the Agency has extensive communications with the Monitor regarding new information, insights, and proposals for addressing challenges identified through the data analysis.

---

<sup>12</sup> Paragraph 30 of the November 2015 Consent Order provides that the NHTSA Administrator may issue final orders for the recall of Takata’s desiccated PSAN inflators 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.

14. In consultation with NHTSA, the Monitor has engaged in extensive discussions with the Affected Vehicle Manufacturers and Takata, and also with the Suppliers. Among other things, the Monitor has conducted data analysis to identify high-risk communities needing improved repair rates; spearheaded targeted outreach into high-risk communities with data analysis of the effectiveness of those efforts; overseen marketing research, developed deep knowledge of affected vehicle manufacturers supply chains and dealer network business practices; and provided recommendations to the vehicle manufacturers subject to the CRO to improve processes, procedures, communications, and outreach to improve recall completion rates at each.

15. Numerous challenges have been identified by the Agency, or brought to the Agency's attention by the Monitor, regarding the recalls underway and varying levels of compliance with the CRO. One significant issue that has arisen is clear communication with the public on what is happening. Consumers are confused. Consumers should be readily able to determine what vehicles are affected (and when), what to do if a remedy part is not available, and whether they will need to get their vehicle repaired more than once. The challenge of providing the public with clear and accurate information (for NHTSA and the Affected Vehicle Manufacturers) is compounded when each vehicle manufacturer crafts a different message, often resulting in consumer confusion.

16. Another overarching challenge has been the term "sufficient supply" to launch a remedy campaign as set forth in paragraph 39 of the CRO. Some vehicle manufacturers have expressed uncertainty to NHTSA about what volume of supply is "sufficient" to launch a remedy campaign. Some vehicle manufacturers have also struggled to comply with the "sufficient supply" schedule set forth in paragraph 39 of the CRO, and some have provided

inadequate and late communication to NHTSA regarding their inability to fully meet the “sufficient supply” schedule. Finally, some vehicle manufacturers have communicated to the Agency and the Monitor that they had adequate supply to launch, yet did not reflect that status in the data sent to the Vehicle Identification Number (“VIN”) Lookup Tool available through NHTSA’s website, [safercar.gov](http://safercar.gov). If a manufacturer has sufficient parts to repair vehicles, it is inappropriate for the manufacturer to keep that information hidden from the anxiously awaiting public in need of those remedy parts.

17. In addition, several vehicle manufacturers submitted inadequate recall engagement processes or plans, required under paragraph 41 of the CRO, and have failed to take actions sufficient to effectuate full and timely remedy completion (i.e., limiting efforts to: sending recall notices by mail, using phone calls and text messaging, providing customer data to dealers, evaluating technician training requirements, having some information available on their website, and updating the VIN lookup information available through [safercar.gov](http://safercar.gov), and completing biweekly recall completion updates to the Agency but with inconsistent accuracy of data). Such inadequate efforts were often accompanied by an unwillingness or inability to implement recommendations of the Monitor as to how to improve outreach efforts and remedy completion rates.

18. Other issues that have arisen in the Coordinated Remedy Program include: reluctance by some vehicle manufacturers to provide timely customer notification of a recall, or of remedy part availability; inadequate effort by some vehicle manufacturers to motivate customers to get repairs done, i.e., to actually carry out and complete the remedy campaign; reluctance by some vehicle manufacturers to stop using Takata PSAN-based inflators without conducting adequate research to prove their safety, despite the potential for additional recalls of

these very parts; some vehicle manufacturers' consumer communications indicating that the remedy is not important, or the recall is not serious; resistance by some vehicle manufacturers engaging in surveillance programs for Takata inflators that contain desiccated PSAN; and reluctance by certain vehicle manufacturers to cooperate with the Monitor, including reluctance to provide information requested by the Monitor in carrying out Monitor duties.

19. In addition to the above challenges to NHTSA's oversight of vehicle manufacturers under the existing Coordinated Remedy Program and the CRO, a change to the structure of the recall zones will present challenges going forward. In the original CRO issued in November 2015, vehicles were categorized into the HAH and non-HAH categories based upon the best available information at that time, which indicated that vehicles in the HAH region posed the greatest risk of rupture and thus the greatest risk of injury or death. Further testing and analysis done by Exponent, Inc. has now provided the Agency with a better understanding of the PSAN degradation process. The current, best available information shows that the HAH region should also include the states of South Carolina and California<sup>13</sup>, and that the non-HAH region can be broken into two separate risk zones with the northern zone presenting the lowest risk of rupture in the near-term. The most recent recall expansions (filed in May and June 2016) categorized vehicles into these three zones—the HAH and two non-HAH zones<sup>14</sup>—rather than the two HAH and non-HAH zones previously used. However, the previous recalls remain divided into the two-zone system.

20. As of December 1, 2016, there have been 220 confirmed Takata inflator rupture incidents in the United States. Many of these incidents resulted in serious injury to vehicle

---

<sup>13</sup> The previously defined HAH region includes the following states and territories: Alabama, Florida, Georgia, Hawaii, Louisiana, Mississippi, Texas, Puerto Rico, American Samoa, Guam, the Northern Mariana Islands (Saipan), and the U.S. Virgin Islands. *See* Coordinated Remedy Order at ¶ 38 n.8 (Nov. 3, 2015).

<sup>14</sup> The three zones—A, B, and C—are defined in paragraph 7 of the Amended Consent Order.

occupants. In 11 of the incidents, the vehicle's driver died as a result of injuries sustained from the rupture of the air bag inflator. In other incidents, vehicle occupants suffered injuries including cuts or lacerations to the face or neck, broken or fractured facial bones, loss of eyesight, and broken teeth. The risk of these tragic consequences is greatest for individuals sitting in the driver seat.

### **Findings**

Based upon the Agency's analysis and judgment, and upon consideration of the entire record, NHTSA finds that:

21. There continues to be a risk of serious injury or death if the remedy programs of the Affected Vehicle Manufacturers are not accelerated.

22. Acceleration of each Affected Vehicle Manufacturers' remedy program can be reasonably achieved by expanding the sources of replacement parts.

23. Each Affected Vehicle Manufacturers' remedy program will not likely be completed within a reasonable time without acceleration.

24. Each air bag inflator with the capacity to rupture (e.g., the recalled Takata non-desiccated PSAN inflators) presents an unreasonable risk of serious injury or death. As of December 1, 2016, 11 individuals have already been killed in the United States alone, with reports of at least 184 injured. Since the propensity for rupture is a function of time, humidity, and temperature cycling, the risk for injurious or lethal rupture in affected vehicles increases each day. While each of the Affected Vehicle Manufacturers has made effort towards the remedy of these defective air bag inflators, acceleration and coordination of the inflator remedy programs is necessary to reduce the risk to public safety. Acceleration and coordination

(including the Expansion Vehicle Manufacturers) will enhance the ability of all of the Affected Vehicle Manufacturers to carry out remedy programs using established priorities based on relative risk; coordinate on safety-focused efforts to successfully complete their respective remedy programs; and allow for the organization and prioritization of remedy parts, if needed, with NHTSA's oversight.

25. Continued acceleration of the inflator remedy programs can be reasonably achieved by, among other things, expanding the sources of replacement parts. This acceleration can be accomplished in part by a vehicle manufacturer contracting with any appropriate alternative part supplier for remedy parts. Takata cannot manufacture sufficient remedy parts in a reasonable time for the estimated 61 million inflators that presently require remedy in the U.S. market alone under the recalls of Takata's frontal non-desiccated PSAN inflators.

26. In light of all the circumstances, including the safety risks discussed above, the Affected Vehicle Manufacturers' recall remedy programs are not likely capable of completion within a reasonable amount of time without acceleration of each remedy program. It is critical to the timely completion of each remedy program that the Affected Vehicle Manufacturers obtain remedy inflators from sources other than Takata. There is no single supplier capable of producing the volume of replacement inflators required, in a reasonable timeframe, to supply all of the remedy parts.

27. Based on the challenges identified thus far in implementing and carrying out the Coordinated Remedy Program, the Agency finds that clarification of terms of the CRO and additional CRO requirements are necessary to effectively monitor the Affected Vehicle Manufacturers' recall and remedy programs.



28. Further, based upon the recall completion information available to the Agency and the severity of the harm from inflator ruptures, notifications to vehicle owners sent by the Affected Vehicle Manufacturers do not result in an adequate number of vehicles being returned for the inflator remedy within an acceptable timeframe.

29. The issuance of this Third Amendment to the Coordinated Remedy Order is a necessary and appropriate exercise of NHTSA's authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), to inspect and investigate, 49 U.S.C. § 30166(b)(1); to ensure that defective vehicles and equipment are recalled and remedied and that owners are notified of a defect and how to have the defect remedied, 49 U.S.C. §§ 30118-30120; to ensure the adequacy of the remedy, including through acceleration of the remedy program, 49 U.S.C. § 30120(c); to require vehicle manufacturers and equipment manufacturers to keep records and make reports, 49 U.S.C. § 30166(e); to require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g); and to seek civil penalties, 49 U.S.C. § 30165.

30. This Third Amendment to the Coordinated Remedy Order, developed based on all evidence, data, analysis, and other information received in the Coordinated Remedy Program Proceeding, NHTSA investigation EA15-001, the Amended Consent Order, and information learned in implementing and overseeing the Coordinated Remedy Program, will reduce the risk of serious injury or death to the motoring public and enable the affected vehicle manufacturers and Takata to implement, and complete, the necessary remedy programs on an accelerated basis.

Accordingly, it is hereby ORDERED by NHTSA as follows:

**II. ADDITIONAL TERMS TO THE COORDINATED REMEDY ORDER.**

31. In addition to the Original Affected Manufacturers covered under the Coordinated Remedy Order issued November 3, 2015, the following vehicle manufacturers are hereby added to the Coordinated Remedy Program and, henceforth, are subject to the terms of the Coordinated Remedy Order and this Amendment: Ferrari North America, Inc., Jaguar Land Rover North America, LLC, McLaren Automotive, Ltd., Mercedes-Benz US, LCC, Tesla Motors, Inc., Volkswagen Group of America, Inc., and, based on a Memorandum of Understanding with the Agency, Karma Automotive<sup>15</sup>.

32. Pursuant to 49 U.S.C. § 30118, within 5 business days of Takata filing a DIR as set forth in the Amended Consent Order, each Affected Vehicle Manufacturer shall file with the Agency a corresponding DIR for the affected vehicles in that vehicle manufacturers' fleet. Takata DIRs are scheduled to be filed with the Agency on December 31 of the years 2016, 2017, 2018, and 2019. Where a DIR is scheduled to be filed on a weekend or federal holiday, that DIR shall instead be filed on the next business day that the federal government is open.

**Amended Priority Groups and Recall Completion Deadlines  
for the Coordinated Remedy Program**

33. The Agency has communicated with the Affected Vehicle Manufacturers regarding vehicle prioritization plans based on a risk-assessment that takes into account the primary factors related to Takata inflator rupture, as currently known and understood, and other

---

<sup>15</sup> As to certain Fisker vehicles per the Memorandum of Understanding dated September 16, 2016.

relative risk factors specific to that vehicle manufacturer's products. The primary factors utilized in prioritizations remain the same as in the CRO and are: (1) age of the inflator (with older presenting a greater risk of rupture); (2) geographic location of the inflator (with prolonged exposure to HAH presenting a greater risk of rupture); and (3) location of the Takata inflator in the vehicle (driver, passenger, or both). Prioritizations also take into account continuity of previous recall plans and priority groups. In order to timely and adequately complete its remedy program, each Affected Vehicle Manufacturer shall, pursuant to 49 U.S.C. § 30120(a)(1) and (c), carry out its remedy program in accordance with the following prioritization plans unless otherwise authorized by the Agency. A complete listing of the vehicles in each priority group ("Priority Group") developed using the above risk factors is attached hereto as Amended Annex A<sup>16</sup>, and is hereby incorporated by reference as if fully set forth herein. The Priority Groups are as follows:

- a. **Priority Group 1** – Highest risk vehicles that were recalled May through December **2015**.
- b. **Priority Group 2** – Second highest risk vehicles that were recalled May through December **2015**.
- c. **Priority Group 3** – Third highest risk vehicles that were recalled May through December **2015**.
- d. **Priority Group 4** – Highest risk vehicles that were recalled January through June **2016**<sup>17</sup>.
- e. **Priority Group 5** – Second highest risk vehicles that were recalled January through June **2016**.
- f. **Priority Group 6** – Third highest risk vehicles that were recalled January through June **2016**.
- g. **Priority Group 7** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers<sup>18</sup> in January 2017 that have ever been registered in Zone A.<sup>19</sup>

---

<sup>16</sup> Because information about the risk factors may change throughout this Coordinated Remedy Program, these prioritizations are subject to change by a vehicle manufacturer, subject to NHTSA's oversight and approval.

<sup>17</sup> Vehicles in Priority Groups 4 through 10 were not recalled in May of 2015 and thus were not part of the original prioritizations. Priority Group ("PG") 4 and 5, in particular, should be considered comparable to PG 1 and 2 of the CRO in terms of urgency of the remedy.

<sup>18</sup> Vehicles in Priority Groups 7 through 10 are defined as being recalled by Affected Vehicle Manufacturers in January of a given year to minimize confusion about which vehicles and DIRs are affected, because Takata will file DIRs by December 31 of the prior year, or on the first business day of the PG defined year when December 31 falls on a weekend or holiday.

- h. **Priority Group 8** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers in January 2017 that *have not* ever been registered in the Zone A region during the service life of the vehicle.
- i. **Priority Group 9** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers in January 2018.
- j. **Priority Group 10** – Vehicles scheduled for recall by the Affected Vehicle Manufacturers in January 2019.
- k. **Priority Group 11** – Vehicles ever registered in the HAH or Zone A that were previously remedied with a “like for like” part<sup>20</sup> under a recall initiated by an Affected Vehicle Manufacturer during calendar year 2015 or before.
- l. **Priority Group 12** – Vehicles previously remedied with a “like for like” part and are not covered in Priority Group 11.

34. Pursuant to their obligations to remedy a defect within a reasonable time, as set forth in 49 U.S.C. § 30120(a)(1) and § 30120(c)(2), each Affected Vehicle Manufacturer shall acquire a sufficient supply of remedy parts to enable it to provide remedy parts, in a manner consistent with customary business practices, to dealers within their respective dealer networks and, *further, to launch the remedy program*, by the timelines set forth in this Paragraph. Each Vehicle Manufacturer shall ensure that it has a sufficient supply of remedy parts on the following schedule:

<b>Priority Group</b>	<b>Sufficient Supply &amp; Remedy Launch Deadlines</b>
Priority Group 1	March 31, 2016
Priority Group 2	September 30, 2016
Priority Group 3	December 31, 2016
Priority Group 4	March 31, 2017
Priority Group 5	June 30, 2017
Priority Group 6	September 30, 2017
Priority Group 7	December 31, 2017
Priority Group 8	March 31, 2018
Priority Group 9	June 30, 2018
Priority Group 10	March 31, 2019
Priority Group 11	March 31, 2020
Priority Group 12	September 30, 2020

<sup>19</sup> Zone A includes the original HAH area plus the addition of the expansion states of California and South Carolina.

<sup>20</sup> These parts are sometimes referred to as “interim parts”.

Further, to the maximum extent possible, each Affected Vehicle Manufacturer shall take those measures necessary to sustain its supply of remedy parts available to dealers so that dealers are able to continue remediating vehicles after remedy program launch without delay or disruption due to issues of sufficient supply. An Affected Vehicle Manufacturer may, after consultation with and approval from NHTSA, further accelerate the launch of a Priority Group to begin the recall remedy campaign at an earlier date, provided that the vehicle manufacturer has a sufficient supply available to do so without negatively affecting supply for earlier Priority Groups.

35. To more clearly specify the remedy completion progress required in accelerating the Expanded Inflater Recalls, pursuant to the Affected Vehicle Manufacturers obligations to remedy a defect within a reasonable time (as set forth in 49 U.S.C. § 30120(a)(1) and § 30120(c)(2)-(3)) each Affected Vehicle Manufacturer shall implement and execute its recall remedy program in a manner and according to a schedule designed to achieve the following remedy completion percentages<sup>21</sup> at the following intervals:

<b>End of Quarter (after remedy launches)</b>	<b>Percentage of campaign vehicles remedied</b>
1st	15%
2nd	40%
3rd	50%
4th	60%
5th	70%
6th	80%
7th	85%
8th	90%
9th	95%
10th	100%

An Affected Vehicle Manufacturer shall not delay the launch of a remedy campaign, or decline to timely obtain sufficient supply to launch or sustain a remedy campaign, to defer the completion targets set forth in the preceding chart. An Affected Vehicle Manufacturer further

<sup>21</sup> The remedy completion timeline set forth in paragraph 35 does not apply to Priority Groups 1, 2, and 3, for which completion deadlines were previously established in the Coordinated Remedy Order.

accelerating a Priority Group under Paragraph 34 herein shall not be penalized for launching early, and shall be held to the standard of meeting the remedy completion timeline as though the recall remedy campaign launched on the date established in the Paragraph 34 Sufficient Supply & Remedy Launch Deadline (“Supply& Launch Deadline”) chart.

**Remedy Completion Maximization Efforts**

36. Pursuant to 49 U.S.C. § 30166(e), within 90 days of the issuance of this Amendment, a vehicle manufacturer recalling inflators subject to this Amendment shall provide to NHTSA and to the Monitor a written recall engagement plan for maximizing remedy completion rates for all vehicles covered by the Expanded Inflator Recalls. Such plan shall, at a minimum, include, but not be limited to, plans to implement the methodology and techniques presented at NHTSA’s Retooling Recalls Workshop held at the U.S. Department of Transportation Headquarters on April 28, 2015, as well as the recommendations the Monitor has supplied to vehicle manufacturers. Further, each such plan shall also include:

- a. a narrative statement, which may be supplemented with a table, specifically detailing all inquiries made, contracts entered, and other efforts made to obtain sufficient remedy supply parts for the Inflator Recalls, including, but not limited to, the name of the supplier contacted; date of contact, request or inquiry made; and current status of that inquiry including any date by which action by one party must be taken. To ensure that sufficient United States supply will not be negatively impacted by global supply demands, this statement shall clearly explain: (i) the volume of supply intended for use in the United States; and (ii) the volume of supply the vehicle manufacturer is

- obtaining for recalls outside the United States; and
- b. a narrative statement discussing specific communications and marketing efforts the vehicle manufacturer has taken, is taking, or is considering or planning to take to improve and maximize recall completion rates including, but not limited to, data segmentation and specific motivational tools; and
  - c. a narrative statement discussing in detail efforts the vehicle manufacturer has taken, is taking, and is considering or planning to take, to prevent the sale of inflators and/or air bag modules covered by the Expanded Inflator Recalls, and vehicles equipped with the same, over the internet (i.e., through online marketplaces including, but not limited to, eBay, Amazon Marketplace, Facebook Marketplace, Alibaba, Craigslist, Hollander.com, and carparts.com). This discussion shall include the company name, contact name, email and telephone contact information for any online marketplace contacted, and any third-party company enlisted to assist in this work; and
  - d. a detailed narrative discussion of what efforts the vehicle manufacturer has taken, is taking, or is considering or planning to take, to monitor and remove inflators covered by the Expanded Inflator Recalls as the affected vehicles move through the used vehicle market and end-of-life market (i.e. vehicle auctions, franchised dealer lots, independent dealer lots, off-lease programs, scrapyards, etc.). This discussion shall include the company name, contact name, email and telephone contact information for contacts at any third-party company enlisted to assist in this work; and
  - e. discussion of any other efforts the vehicle manufacturer is considering or has



implemented evidencing the good-faith efforts being made by that vehicle manufacturer to maximize the Expanded Inflator Recalls completion rates and timely remedying of affected vehicles and the removal of defective inflators and/or inflator modules.

Such a plan shall be submitted with clear headings and subheadings that state the subject area addressed. A vehicle manufacturer that previously submitted a report pursuant to paragraph 41 of the CRO shall file an updated plan including all of the components identified herein.

37. Pursuant to 49 U.S.C. § 30166(e), each Affected Vehicle Manufacturer shall submit to NHTSA and to the Monitor at the end of each calendar quarter supplemental assessments (“Quarterly Supplements”) of the remedy completion and maximization plans submitted pursuant to paragraph 36 of this Amendment. These Quarterly Supplements shall include, at a minimum:

- a. a detailed explanation of the effectiveness of efforts since the last reporting period and an update on the implementation status of the maximization plan presented; and
- b. a discussion of additional efforts being considered and/or undertaken to increase completion rates and meet the deadlines set forth in the CRO and this Amendment; and
- c. a detailed discussion of efforts to implement Monitor recommendations, including recommendations issued prior to this Amendment; and
- d. a detailed update on efforts made, and metrics of success, relating to each of the issues and actions identified in paragraph 36 above; and
- e. a statement and/or accounting of the impact of the vehicle manufacturer’s

additional efforts on its recall completion relative to each of its recalls governed by this Amendment.

Quarterly Supplements shall discuss efforts made since the last report as well as future efforts planned or contemplated going forward. Quarterly Supplements shall be submitted with clear headings and subheadings identifying the required subject area addressed. Each Vehicle Manufacturer filing a plan pursuant to paragraph 36 herein shall file its first Quarterly Supplement not later than June 30, 2017.

38. Pursuant to 49 U.S.C. § 30166(e), each Vehicle Manufacturer shall submit to the Agency a Sufficient Supply & Remedy Launch Certification Report (“Supply Certification”) not later than the Supply & Remedy Launch Deadline set forth for the applicable Priority Group in paragraph 34 herein, stating:

- a. the criteria used to determine the appropriate sufficient supply to launch the remedy program for this particular phase of the recall;
- b. the total number of Expanded Inflator Recalls remedy parts (or kits) the vehicle manufacturer has on hand in the United States available to customers through its dealer network within 48 hours;
- c. the total number of Expanded Inflator Recalls remedy parts the vehicle manufacturer has on hand in the United States currently located at dealer locations ready and available for use as vehicle repair parts;
- d. the percentage of Expanded Inflator Recalls remedy parts available to the dealer network within 48 hours (i.e., the volume covered under 38.b. above based on the total number of vehicles remaining to be repaired); and
- e. the specific remedy part(s) identified in the Supply Certification, including

the inflator supplier and the inflator model or type as identified by the inflator supplier to the vehicle manufacturer.

For paragraphs (b), (c), and (d), if more than one remedy inflator supplier or more than one remedy part is being utilized, the volumes of each part shall also be specified by inflator supplier and inflator model or type. The Supply Certification shall be signed under oath, i.e., accompanied by an affidavit, by a responsible officer of that vehicle manufacturer.

39. Any Affected Vehicle Manufacturer seeking an extension of time to launch based on an insufficient supply by the Supply & Launch Deadline as set forth in the CRO or this Amendment shall submit to the Agency not less than 45 days prior to the applicable deadline a Notice of Anticipated Shortage and Request for Extension (“Extension Request”). An Extension Request shall be signed under oath, (i.e., accompanied by an affidavit, by a responsible officer of that vehicle manufacturer) and shall include a thorough explanation of (i) why the vehicle manufacturer believes it will not be able to meet the sufficient supply deadline; (ii) the remedy part selection, validation, and development process it is using (including the timeline for this process); (iii) the steps the vehicle manufacturer is taking to obtain sufficient supply; (iv) how many replacement parts (number and percentage ready for launch) the vehicle manufacturer reasonably believes will be available by the Supply & Launch Deadline, and (v) a specific extension request date. If an Affected Vehicle Manufacturer determines within 45 days of the Supply & Launch Deadline that it is unlikely to have a sufficient supply of remedy parts by that date, that vehicle manufacturer shall file an Extension Request with the Agency within 2 business days of making such determination. Any vehicle manufacturer filing an Extension Request shall provide an Extension Request Update not less than 14 days prior to the Sufficient Supply & Remedy Launch Deadline informing the Agency of any changes in the sufficient

supply status and making any additional necessary requests.

40. Pursuant to 49 U.S.C. §§ 30116–30120 and Pub. L. 112-141, 126 Stat. 405, within 24 hours of filing a Supply Certification, each Affected Vehicle Manufacturer shall update the remedy status returned in a search of NHTSA’s Vehicle Identification Number (“VIN”) Lookup Tool, as well as its own recall search tool, if it is required under federal regulation to support those tools or is voluntarily supporting those tools at the time of this Amendment, to reflect that parts are available for vehicles covered by the Supply Certification.

41. Pursuant to 49 U.S.C. §§ 30120(a), 30120(c)(3), and 30166(e), each Affected Vehicle Manufacturer using, or planning to use, a desiccated PSAN Takata inflator as a final remedy shall work in coordination with Takata to develop and implement an appropriate surveillance and testing plan to ensure the safety of the desiccated PSAN inflator part as an adequate final remedy. Not more than 60 days following the issuance of this Amendment, each vehicle manufacturer affected by this paragraph shall submit, jointly with Takata, to NHTSA and the Monitor a written plan setting forth the testing plan. Such plan shall include parts recovery and testing for Takata desiccated PSAN inflators from the field when that vehicle manufacturer’s fleet includes vehicles equipped with Takata desiccated PSAN inflators.

Pursuant to paragraph 30 of the November 2015 Consent Order to Takata, these desiccated PSAN inflators remain subject to potential recall if Takata or another credible source has not proven the safety of the parts by December 31, 2019, and, as such, require further investigation by Takata and the relevant vehicle manufacturers, particularly when used as a final remedy part.

42. Pursuant to 49 U.S.C. §§ 30118(c)-(d), 30119(a)-(f), and 30120(c)(3), each Affected Vehicle Manufacturer shall conduct supplemental owner notification efforts, in coordination with the Agency and the Monitor, to increase remedy completion rates and

accelerate its remedy completion timeline. Such notifications shall be made by an Affected Vehicle Manufacturer either upon specific recommendation of the Monitor to that Affected Vehicle Manufacturer, or at NHTSA's direction, or may also occur upon a vehicle manufacturer initiating such action in consultation with NHTSA and/or the Monitor. Supplemental communications shall adhere to *Coordinated Communications* Recommendations issued by the Monitor, forthcoming, unless otherwise agreed to by the Agency. *Coordinated Communications* Recommendations shall be made public on NHTSA's website. One or more Affected Vehicle Manufacturer(s) may, at any time, propose alternative messaging, imaging, formats, technologies, or communications strategies, with any supporting data, analysis, and rationales favoring the variation in communication, to the Agency and the Monitor. Not less than five (5) business days prior to sending, or otherwise issuing, a supplemental communication under this paragraph, an Affected Vehicle Manufacturer shall provide electronic versions of all supplemental consumer communications to both the Agency and the Monitor following the submission instructions to be set forth in the *Coordinated Communications* Recommendations.

### **Potential Future Recalls**

43. Paragraph 30 of the November 2015 Consent Order provides that the NHTSA Administrator may issue final orders for the recall of Takata's desiccated PSAN inflators if, by December 31, 2019, Takata or another credible source has not proven to NHTSA's satisfaction that the inflators are safe or the safe service life of the inflators. Pursuant to 49 U.S.C. § 30166(e), each Affected Vehicle Manufacturer with any vehicle in its fleet equipped with a desiccated PSAN Takata inflator, and not filing a report under paragraph 41 herein, shall provide a written plan, not more than 90 days following the issuance of this amendment, fully

detailing the vehicle manufacturer's plans to confirm the safety and/or service life of the desiccated PSAN inflator(s) used in its fleet. This plan shall include discussion of any plans to coordinate with Takata for recovery of parts from fleet vehicles and testing, and any anticipated or future plans to develop or expand a recovery and testing protocol of the desiccated PSAN inflators.

### **Record Keeping & Reports**

44. Pursuant to 49 U.S.C. § 30166(e), Affected Vehicle Manufacturers shall submit complete and accurate biweekly recall completion update reports to NHTSA and the Monitor in the format(s) and manner requested.

45. Currently, vehicle manufacturers conducting recalls report to NHTSA vehicles determined to be unreachable for recall remedy due to export, theft, scrapping, failure to receive notification (return mail), or other reasons (manufacturer specifies), as part of regulatory requirements. *See* 49 CFR § 573.7(b)(5). Recording and reporting the volume of the unreachable population is important in calculating a recall's completion and assessing a recall campaign's success. It is also important for purposes of reallocating outreach resources from vehicles likely no longer in service to vehicles that are, and thus continue to present an unreasonable risk to the public. In the interest of obtaining a higher degree of accuracy in recalls completion reporting, and to support the Affected Vehicle Manufacturers in focusing their resources on remedy campaign vehicles at risk, Affected Vehicle Manufacturers are hereby permitted to count vehicles in the "other reasons" portion of their unreachable population counts where:

- a. ALL vehicles in the particular recall campaign are at least five years of age measured from their production dates; and
- b. a vehicle has not been registered in any state or territory, or has held an expired registration, for at least three continuous years; and
- c. at least one alternative, nationally recognized data source corroborates the vehicle is no longer in service. Examples of such data sources include: records from the National Motor Vehicle Title Information Service (NMVTIS); a license plate recognition data source; and a vehicle history report reflecting a lack of activity for at least three years (e.g., no repair or maintenance history, no transfer of title or purchase records, etc.). In utilizing this provision, a vehicle manufacturer shall not ignore information in its possession that indicates that the vehicle remains in service.

46. For the purposes of reporting under this Amendment, Affected Vehicle Manufacturers may remove from recall outreach efforts the vehicles counted in the “other” category pursuant to the procedure set forth in the preceding paragraph. This includes re-notifications. However, in all instances, Affected Vehicle Manufacturers shall conduct required first class mailings, pursuant to 49 CFR § 577.5. These mailings may be discontinued for vehicles the vehicle manufacturer has identified, and reported to NHTSA, as scrapped, exported, stolen, or for whom mail was returned.

47. Before utilizing the “other” category as set forth herein, the vehicle manufacturer shall explicitly notify NHTSA through a Part 573 document (initial or updated) that it intends to use the “other” reporting category to report counts of vehicles that meet its defined criteria. The manufacturer shall notify NHTSA of its decision before filing the quarterly report, or biweekly



completion report, in which the vehicle manufacturer intends to utilize this “other” category as set forth herein.

48. Vehicle manufacturers opting to use the “other” reporting category shall:
  - a. keep records to substantiate the determination to count any vehicle in the “other” category; and
  - b. in the initial notice, and with updates upon NHTSA’s request, provide written documentation identifying to NHTSA an estimate of the financial resources saved utilizing this approach and explaining how those resources are reallocated to improve recall completion rates for the recalled vehicle population that remains in service; and
  - c. perform retroactive monitoring to identify any VIN reported as “other” but that was later serviced, for any reason, by a dealer. This recurring obligation shall be completed every quarter for which the vehicle manufacturer reports on the recall. Should the number of these VINs exceed five (5) percent of the total number of “other” reported VINs, the vehicle manufacturer must notify NHTSA and justify why the “other” category should remain available for use for that recall; and
  - d. maintain ALL VINs as active, or “live”, in the VIN data systems such that any search for the VIN will reflect an open recall status on the NHTSA web tool, the manufacturer’s web tool, and any and all dealer and other data networks with, and through which, the vehicle manufacturer communicates safety recall status information.

49. The Agency may, in its discretion, reject, modify, or terminate, a manufacturer's use of the "other" category reporting mechanism.

50. Vehicle manufacturers are required to provide six (6) consecutive quarters of reporting on recall completions pursuant to 49 CFR 573.7. Some Affected Vehicle Manufacturers are utilizing phased launches to prioritize parts availability in certain recall remedy campaigns. While quarterly reports must be filed once a vehicle manufacturer has initiated a recall remedy program, the consecutive quarters of reporting shall be counted towards the six required reports once the campaign is fully launched.

#### **Miscellaneous**

51. NHTSA may, after consultation with an affected vehicle manufacturer, and/or Takata, or upon a recommendation of the Monitor, modify or amend provisions of this Amendment to, among other things: account for and timely respond to newly obtained facts, data, changed circumstances, and/or other information that may become available throughout the term of the Coordinated Remedy Program. Such modifications may include, but are not limited to, changes to the Priority Groups contained in Amended Annex A; allowing for reasonable extensions of time for the timelines contained in Paragraphs 34 and 35; facilitating further recalls as contemplated by Paragraphs 29 and 30 of the Amended Consent Order; or for any other purpose related to the Coordinated Remedy Program, the Coordinated Remedy Order, and/or this Amendment to the Coordinated Remedy Order. Any such modification or amendment shall be made in writing signed by the NHTSA Administrator or his designee.

52. This Amendment shall be binding upon, and inure to the benefit of, Takata and the Affected Vehicle Manufacturers, including their current and former directors, officers,

employees, agents, subsidiaries, affiliates, successors, and assigns, as well as any person or entity succeeding to its interests or obligations herein, including as a result of any changes to the corporate structure or relationships among or between Takata, or any Affected Vehicle Manufacturers, and any of that company's parents, subsidiaries, or affiliates.

53. This Amendment shall become effective upon issuance by the NHTSA Administrator. In the event of a breach of, or failure to perform, any term of this Amendment by Takata or any Affected Vehicle Manufacturer, NHTSA may pursue any and all appropriate remedies, including, but not limited to, seeking civil penalties pursuant to 49 U.S.C. § 30165, actions compelling specific performance of the terms of this Order, and/or commencing litigation to enforce this Order in any United States District Court.

54. This Amendment to the Coordinated Remedy Order should be construed to include all terms and provisions of the Coordinated Remedy Order, and prior Amendments, unless expressly superseded herein.

55. This Amendment to the Coordinated Remedy Order shall not be construed to create rights in, or grant any cause of action to, any third party not subject to this Amendment.

56. In carrying out the directives of the Coordinated Remedy Order and this Amendment to the Coordinated Remedy Order, vehicle manufacturers and vehicle equipment manufacturers (i.e., suppliers) shall not engage in any conduct prohibited under the antitrust laws, or other applicable law.

IT IS SO ORDERED:

NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: DECEMBER 9, 2016

By: **// ORIGINAL SIGNED BY //**

Mark R. Rosekind, Ph.D.  
Administrator

**AMENDED ANNEX A<sup>22</sup>**

**Coordinated Remedy Program Priority Groups**

In the following Priority Groups, the area of high absolute humidity (“HAH”) is defined by each vehicle manufacturer individually, but in **all** instances includes vehicles originally sold or ever registered in Alabama, Florida, Georgia, Hawaii, Louisiana, Mississippi, Texas, Puerto Rico, American Samoa, Guam, Saipan, and the U.S. Virgin Islands. “Non-HAH” means any vehicle that has not been identified by the vehicle manufacturer as having been originally sold or ever registered in the HAH region, as defined by the vehicle manufacturer. The terms HAH and Non-HAH apply to vehicles in Priority Groups 1, 2, and 3. Zones A, B, and C are defined in paragraph 7 of the Amendment to November 3, 2015 Consent Order issued to Takata by the National Highway Traffic Safety Administration on May 4, 2016. Zone A includes the previously defined HAH plus the expansion states of California and South Carolina. Zones A, B, and C apply to Priority Groups 4 through 12.

---

<sup>22</sup>

Corrected as of December 16, 2016.

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)<sup>23</sup></b>
1	2003 - 2003	Acura	3.2CL DAB (HAH)
1	2003 - 2003	Acura	3.2CL DAB (Non-HAH)
1	2002 - 2003	Acura	3.2TL DAB (HAH)
1	2002 - 2003	Acura	3.2TL DAB (Non-HAH)
1	2002 - 2006	BMW	3 Series, M3 DAB (HAH)
1	2002 - 2006	BMW	3 Series, M3 PAB (HAH)
1	2005 - 2008	Chrysler	300, 300C, SRT8 DAB (HAH)
1	2005 - 2005	Chrysler	300, 300C, SRT8 DAB (Non-HAH)
1	2005 - 2005	Chrysler	300, 300C, SRT8 PAB (HAH)
1	2008 - 2008	Dodge	Challenger DAB (HAH)
1	2006 - 2008	Dodge	Charger DAB (HAH)
1	2005 - 2005	Dodge	Dakota Pickup DAB (HAH)
1	2005 - 2005	Dodge	Dakota Pickup PAB (HAH)
1	2004 - 2005	Dodge	Durango DAB (HAH)
1	2004 - 2005	Dodge	Durango PAB (HAH)
1	2005 - 2008	Dodge	Magnum DAB (HAH)
1	2005 - 2005	Dodge	Magnum DAB (Non-HAH)
1	2005 - 2005	Dodge	Magnum PAB (HAH)
1	2004 - 2005	Dodge	RAM 1500 Pickup PAB (HAH)
1	2004 - 2005	Dodge	RAM 1500, 2500, 3500 Pickup DAB (HAH)
1	2005 - 2005	Dodge	RAM 2500 Pickup PAB (HAH)
1	2007 - 2008	Dodge	Sprinter PAB (HAH)
1	2005 - 2006	Ford	GT DAB (HAH)
1	2005 - 2006	Ford	GT PAB (HAH)
1	2005 - 2008	Ford	Mustang DAB (HAH)
1	2004 - 2005	Ford	Ranger DAB (HAH)
1	2004 - 2005	Ford	Ranger PAB (HAH)
1	2007 - 2008	Freightliner	Sprinter PAB (HAH)
1	2005 - 2005	GM-Saab	9-2X PAB (HAH)
1	2001 - 2003	Honda	ACCORD DAB (HAH)
1	2001 - 2003	Honda	ACCORD DAB (Non-HAH)
1	2003 - 2003	Honda	ACCORD PAB (HAH)
1	2003 - 2003	Honda	ACCORD PAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC DAB (HAH)
1	2001 - 2003	Honda	CIVIC DAB (Non-HAH)
1	2003 - 2005	Honda	CIVIC HYBRID DAB (HAH)
1	2003 - 2003	Honda	CIVIC HYBRID DAB (Non-HAH)
1	2003 - 2005	Honda	CIVIC HYBRID PAB (HAH)

---

<sup>23</sup> Where a vehicle make, model, model year appears in one Priority Group (“PG”) and the “Zone” is listed as “(Non-A)”, and the same vehicle make, model, and model year appears in a later PG as applicable to “Zone C”, the “Non-A” zone refers to Zone B vehicles.

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
1	2003 - 2003	Honda	CIVIC HYBRID PAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC NGV DAB (HAH)
1	2001 - 2003	Honda	CIVIC NGV DAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC NGV PAB (HAH)
1	2001 - 2003	Honda	CIVIC NGV PAB (Non-HAH)
1	2001 - 2005	Honda	CIVIC PAB (HAH)
1	2001 - 2003	Honda	CIVIC PAB (Non-HAH)
1	2002 - 2006	Honda	CR-V DAB (HAH)
1	2002 - 2002	Honda	CR-V DAB (Non-HAH)
1	2002 - 2005	Honda	CR-V PAB (HAH)
1	2002 - 2002	Honda	CR-V PAB (Non-HAH)
1	2003 - 2006	Honda	ELEMENT DAB (HAH)
1	2003 - 2004	Honda	ELEMENT PAB (HAH)
1	2002 - 2002	Honda	ODYSSEY DAB (HAH)
1	2002 - 2002	Honda	ODYSSEY PAB (HAH)
1	2003 - 2008	Honda	PILOT DAB (HAH)
1	2003 - 2008	Honda	PILOT DAB (Non-HAH)
1	2003 - 2005	Honda	PILOT PAB (HAH)
1	2003 - 2005	Honda	PILOT PAB (Non-HAH)
1	2006 - 2006	Honda	RIDGELINE DAB (HAH)
1	2006 - 2006	Honda	RIDGELINE PAB (HAH)
1	2002 - 2003	Infiniti	QX4 PAB (HAH)
1	2007 - 2007	Lexus	SC430 PAB (HAH)
1	2003 - 2008	Mazda	Mazda6 DAB (HAH)
1	2003 - 2008	Mazda	Mazda6 PAB (HAH)
1	2004 - 2008	Mazda	RX8 DAB (HAH)
1	2004 - 2004	Mazda	RX8 PAB (HAH)
1	2006 - 2007	Mazda	Speed6 DAB (HAH)
1	2006 - 2007	Mazda	Speed6 PAB (HAH)
1	2004 - 2006	Mitsubishi	Lancer Evolution PAB (HAH)
1	2004 - 2006	Mitsubishi	Lancer PAB (HAH)
1	2004 - 2004	Mitsubishi	Lancer Sportback PAB (HAH)
1	2002 - 2003	Nissan	Pathfinder PAB (HAH)
1	2002 - 2003	Nissan	Sentra PAB (HAH)
1	2003 - 2007	Pontiac	Vibe PAB (HAH)
1	2004 - 2005	Subaru	Impreza/WRX/STI PAB (HAH)
1	2005 - 2008	Subaru	Legacy/Outback PAB (HAH)
1	2003 - 2007	Toyota	Corolla PAB (HAH)
1	2003 - 2007	Toyota	Matrix PAB (HAH)
1	2005 - 2007	Toyota	Sequoia PAB (HAH)
1	2005 - 2006	Toyota	Tundra PAB (HAH)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
2	2003 - 2006	Acura	MDX DAB (HAH)
2	2003 - 2006	Acura	MDX DAB (Non-HAH)
2	2003 - 2005	Acura	MDX PAB (HAH)
2	2003 - 2005	Acura	MDX PAB (Non-HAH)
2	2002 - 2006	BMW	3 Series, M3 DAB (Non-HAH)
2	2000 - 2001	BMW	3 Series, M3 PAB (HAH)
2	2002 - 2006	BMW	3 Series, M3 PAB (Non-HAH)
2	2002 - 2003	BMW	5 Series, M5 DAB (HAH)
2	2002 - 2003	BMW	5 Series, M5 DAB (Non-HAH)
2	2003 - 2004	BMW	X5 SAV DAB (HAH)
2	2003 - 2004	BMW	X5 SAV DAB (Non-HAH)
2	2007 - 2008	Chevrolet/GMC	Silverado/Sierra HD PAB (HAH)
2	2009 - 2010	Chrysler	300, 300C, SRT8 DAB (HAH)
2	2006 - 2010	Chrysler	300, 300C, SRT8 DAB (Non-HAH)
2	2007 - 2008	Chrysler	Aspen DAB (HAH)
2	2007 - 2008	Chrysler	Aspen DAB (Non-HAH)
2	2009 - 2010	Dodge	Challenger DAB (HAH)
2	2008 - 2010	Dodge	Challenger DAB (Non-HAH)
2	2009 - 2010	Dodge	Charger DAB (HAH)
2	2006 - 2010	Dodge	Charger DAB (Non-HAH)
2	2006 - 2011	Dodge	Dakota Pickup DAB (HAH)
2	2005 - 2011	Dodge	Dakota Pickup DAB (Non-HAH)
2	2006 - 2008	Dodge	Durango DAB (HAH)
2	2004 - 2008	Dodge	Durango DAB (Non-HAH)
2	2006 - 2008	Dodge	Magnum DAB (Non-HAH)
2	2006 - 2009	Dodge	RAM 1500, 2500, 3500 Pickup DAB (HAH)
2	2004 - 2009	Dodge	RAM 1500, 2500, 3500 Pickup DAB (Non-HAH)
2	2003 - 2003	Dodge	RAM 1500, 2500, 3500 Pickup PAB (HAH)
2	2003 - 2003	Dodge	RAM 1500, 2500, 3500 Pickup PAB (Non-HAH)
2	2007 - 2009	Dodge	RAM 3500 Cab Chassis DAB (HAH)
2	2007 - 2009	Dodge	RAM 3500 Cab Chassis DAB (Non-HAH)
2	2006 - 2009	Dodge	RAM 3500 Pickup DAB (HAH)
2	2006 - 2009	Dodge	RAM 3500 Pickup DAB (Non-HAH)
2	2008 - 2010	Dodge	RAM 4500, 5500 Cab Chassis DAB (HAH)
2	2008 - 2010	Dodge	RAM 4500, 5500 Cab Chassis DAB (Non-HAH)
2	2007 - 2008	Dodge	Sprinter PAB (Non-HAH)
2	2005 - 2006	Ford	GT DAB (HAH)
2	2005 - 2006	Ford	GT DAB (Non-HAH)
2	2009 - 2014	Ford	Mustang DAB (HAH)
2	2005 - 2008	Ford	Mustang DAB (Non-HAH)
2	2006 - 2006	Ford	Ranger PAB (HAH)
2	2007 - 2008	Freightliner	Sprinter PAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
2	2004 - 2007	Honda	ACCORD DAB (HAH)
2	2004 - 2007	Honda	ACCORD DAB (Non-HAH)
2	2004 - 2007	Honda	ACCORD PAB (HAH)
2	2004 - 2007	Honda	ACCORD PAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC DAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC HYBRID DAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC HYBRID PAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC NGV DAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC NGV PAB (Non-HAH)
2	2004 - 2005	Honda	CIVIC PAB (Non-HAH)
2	2003 - 2006	Honda	CR-V DAB (Non-HAH)
2	2003 - 2005	Honda	CR-V PAB (Non-HAH)
2	2007 - 2011	Honda	ELEMENT DAB (HAH)
2	2003 - 2007	Honda	ELEMENT DAB (Non-HAH)
2	2003 - 2004	Honda	ELEMENT PAB (Non-HAH)
2	2003 - 2004	Honda	ODYSSEY DAB (HAH)
2	2002 - 2004	Honda	ODYSSEY DAB (Non-HAH)
2	2003 - 2004	Honda	ODYSSEY PAB (HAH)
2	2002 - 2004	Honda	ODYSSEY PAB (Non-HAH)
2	2004 - 2004	Honda	PILOT PAB (HAH)
2	2006 - 2006	Honda	RIDGELINE DAB (Non-HAH)
2	2006 - 2006	Honda	RIDGELINE PAB (Non-HAH)
2	2003 - 2003	Infiniti	FX35 PAB (HAH)
2	2003 - 2003	Infiniti	FX45 PAB (HAH)
2	2001 - 2001	Infiniti	I30 PAB (HAH)
2	2002 - 2003	Infiniti	I35 PAB (HAH)
2	2002 - 2003	Infiniti	QX4 PAB (Non-HAH)
2	2007 - 2007	Lexus	SC430 PAB (Non-HAH)
2	2004 - 2006	Mazda	B-Series PAB (HAH)
2	2003 - 2008	Mazda	Mazda6 DAB (Non-HAH)
2	2003 - 2008	Mazda	Mazda6 PAB (Non-HAH)
2	2004 - 2005	Mazda	MPV PAB (HAH)
2	2004 - 2004	Mazda	RX8 DAB (Non-HAH)
2	2005 - 2005	Mazda	RX8 PAB (HAH)
2	2004 - 2004	Mazda	RX8 PAB (Non-HAH)
2	2006 - 2007	Mazda	Speed6 DAB (Non-HAH)
2	2006 - 2007	Mazda	Speed6 PAB (Non-HAH)
2	2004 - 2006	Mitsubishi	Lancer Evolution PAB (Non-HAH)
2	2004 - 2006	Mitsubishi	Lancer PAB (Non-HAH)
2	2004 - 2004	Mitsubishi	Lancer Sportback PAB (Non-HAH)
2	2006 - 2009	Mitsubishi	Raider DAB (HAH)
2	2006 - 2009	Mitsubishi	Raider DAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
2	2001 - 2003	Nissan	Maxima PAB (HAH)
2	2004 - 2004	Nissan	Pathfinder PAB (HAH)
2	2002 - 2004	Nissan	Pathfinder PAB (Non-HAH)
2	2004 - 2006	Nissan	Sentra PAB (HAH)
2	2002 - 2006	Nissan	Sentra PAB (Non-HAH)
2	2003 - 2007	Pontiac	Vibe PAB (Non-HAH)
2	2008 - 2009	Sterling	Bullet DAB (HAH)
2	2008 - 2009	Sterling	Bullet DAB (Non-HAH)
2	2005 - 2005	Subaru	Baja PAB (HAH)
2	2003 - 2004	Subaru	Legacy/Outback/Baja PAB (HAH)
2	2003 - 2007	Toyota	Corolla PAB (Non-HAH)
2	2003 - 2007	Toyota	Matrix PAB (Non-HAH)
2	2004 - 2005	Toyota	RAV4 DAB (HAH)
2	2004 - 2005	Toyota	RAV4 DAB (Non-HAH)
2	2002 - 2004	Toyota	Sequoia PAB (HAH)
2	2005 - 2007	Toyota	Sequoia PAB (Non-HAH)
2	2003 - 2004	Toyota	Tundra PAB (HAH)
2	2005 - 2006	Toyota	Tundra PAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
3	2005 - 2005	Acura	RL PAB (HAH)
3	2005 - 2005	Acura	RL PAB (Non-HAH)
3	2000 - 2001	BMW	3 Series, M3 PAB (Non-HAH)
3	2007 - 2008	Chevrolet/GMC	Silverado/Sierra HD PAB (Non-HAH)
3	2005 - 2006	Ford	GT DAB (Non-HAH)
3	2005 - 2008	Ford	Mustang DAB (HAH)
3	2005 - 2014	Ford	Mustang DAB (Non-HAH)
3	2004 - 2006	Ford	Ranger PAB (Non-HAH)
3	2005 - 2005	GM-Saab	9-2X PAB (Non-HAH)
3	2008 - 2011	Honda	ELEMENT DAB (Non-HAH)
3	2004 - 2005	Infiniti	FX35 PAB (HAH)
3	2003 - 2003	Infiniti	FX35 PAB (Non-HAH)
3	2004 - 2005	Infiniti	FX45 PAB (HAH)
3	2003 - 2003	Infiniti	FX45 PAB (Non-HAH)
3	2001 - 2001	Infiniti	I30 PAB (Non-HAH)
3	2004 - 2004	Infiniti	I35 PAB (HAH)
3	2002 - 2003	Infiniti	I35 PAB (Non-HAH)
3	2006 - 2006	Infiniti	M45 PAB (HAH)
3	2002 - 2006	Lexus	SC430 PAB (HAH)
3	2002 - 2006	Lexus	SC430 PAB (Non-HAH)
3	2004 - 2006	Mazda	B-Series PAB (Non-HAH)
3	2004 - 2008	Mazda	RX8 DAB (Non-HAH)
3	2004 - 2004	Mazda	RX8 PAB (Non-HAH)
3	2001 - 2003	Nissan	Maxima PAB (Non-HAH)
3	2004 - 2005	Subaru	Impreza/WRX/STI PAB (Non-HAH)
3	2005 - 2008	Subaru	Legacy/Outback PAB (Non-HAH)
3	2003 - 2004	Subaru	Legacy/Outback/Baja PAB (Non-HAH)
3	2002 - 2004	Toyota	Sequoia PAB (Non-HAH)
3	2003 - 2004	Toyota	Tundra PAB (Non-HAH)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
4	2003 - 2006	Acura	MDX PAB (A)
4	2003 - 2006	Acura	MDX PAB (Non-A)
4	2007 - 2009	Acura	RDX DAB (A)
4	2005 - 2011	Acura	RL DAB (A)
4	2005 - 2009	Acura	RL DAB (Non-A)
4	2005 - 2011	Acura	RL PAB (A)
4	2005 - 2009	Acura	RL PAB (Non-A)
4	2009 - 2009	Acura	TL DAB (A)
4	2009 - 2009	Acura	TSX PAB (A)
4	2010 - 2011	Acura	ZDX DAB (A)
4	2010 - 2011	Acura	ZDX PAB (A)
4	2006 - 2009	Audi	A3 DAB (A)
4	2007 - 2009	Audi	A4 Cabriolet DAB (A)
4	2009 - 2009	Audi	Audi Q5 DAB (A)
4	2008 - 2008	Audi	RS 4 Cabriolet DAB (A)
4	2007 - 2009	Audi	S4 Cabriolet DAB (A)
4	2008 - 2009	BMW	1 Series DAB (A)
4	2006 - 2009	BMW	3 Series DAB (A)
4	2007 - 2009	BMW	X3 DAB (A)
4	2007 - 2009	BMW	X5 DAB (A)
4	2007 - 2009	BMW	X5 PAB (A)
4	2008 - 2009	BMW	X6 DAB (A)
4	2008 - 2009	BMW	X6 PAB (A)
4	2005 - 2012	Chrysler	300 PAB (A)
4	2007 - 2009	Chrysler	Aspen PAB (A)
4	2007 - 2008	Chrysler	Crossfire DAB (A)
4	2008 - 2012	Dodge	Challenger PAB (A)
4	2008 - 2009	Dodge	Challenger PAB (Non-A)
4	2006 - 2012	Dodge	Charger PAB (A)
4	2005 - 2011	Dodge	Dakota PAB (A)
4	2004 - 2009	Dodge	Durango PAB (A)
4	2005 - 2008	Dodge	Magnum PAB (A)
4	2005 - 2008	Dodge	Magnum PAB (Non-A)
4	2004 - 2008	Dodge	Ram 1500/2500/3500 Pickup PAB (A)
4	2005 - 2009	Dodge	Ram 2500 Pickup PAB (A)
4	2007 - 2010	Dodge	Ram 3500 Cab Chassis PAB (A)
4	2006 - 2009	Dodge	Ram 3500 Pickup PAB (A)
4	2008 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (A)
4	2009 - 2009	Dodge	Sprinter PAB (A)
4	2009 - 2009	Dodge	Sprinter PAB (Non-A)
4	2009 - 2009	Ferrari	California PAB (A)
4	2005 - 2006	Ford	GT PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
4	2005 - 2006	Ford	GT PAB (Non-A)
4	2005 - 2011	Ford	Mustang PAB (A)
4	2005 - 2008	Ford	Mustang PAB (Non-A)
4	2004 - 2006	Ford	Ranger DAB (A)
4	2004 - 2006	Ford	Ranger DAB (Non-A)
4	2007 - 2009	Freightliner	Sprinter DAB (A)
4	2007 - 2009	Freightliner	Sprinter DAB (Non-A)
4	2009 - 2009	Freightliner	Sprinter PAB (A)
4	2009 - 2009	Freightliner	Sprinter PAB (Non-A)
4	2008 - 2009	Honda	ACCORD PAB (A)
4	2006 - 2009	Honda	CIVIC HYBRID PAB (A)
4	2006 - 2009	Honda	CIVIC NGV PAB (A)
4	2006 - 2009	Honda	CIVIC PAB (A)
4	2007 - 2011	Honda	CR-V DAB (A)
4	2007 - 2009	Honda	CR-V DAB (Non-A)
4	2005 - 2011	Honda	CR-V PAB (A)
4	2005 - 2009	Honda	CR-V PAB (Non-A)
4	2003 - 2011	Honda	ELEMENT PAB (A)
4	2003 - 2009	Honda	ELEMENT PAB (Non-A)
4	2010 - 2011	Honda	FCX CLARITY DAB (A)
4	2010 - 2011	Honda	FCX CLARITY PAB (A)
4	2009 - 2011	Honda	FIT DAB (A)
4	2009 - 2009	Honda	FIT DAB (Non-A)
4	2007 - 2011	Honda	FIT PAB (A)
4	2009 - 2009	Honda	FIT PAB (Non-A)
4	2010 - 2011	Honda	INSIGHT DAB (A)
4	2010 - 2011	Honda	INSIGHT PAB (A)
4	2002 - 2004	Honda	ODYSSEY PAB (A)
4	2002 - 2004	Honda	ODYSSEY PAB (Non-A)
4	2003 - 2009	Honda	PILOT PAB (A)
4	2003 - 2008	Honda	PILOT PAB (Non-A)
4	2007 - 2011	Honda	RIDGELINE DAB (A)
4	2007 - 2009	Honda	RIDGELINE DAB (Non-A)
4	2006 - 2011	Honda	RIDGELINE PAB (A)
4	2006 - 2009	Honda	RIDGELINE PAB (Non-A)
4	2009 - 2009	Jaguar	XF PAB (A)
4	2007 - 2012	Jeep	Wrangler PAB (A)
4	2007 - 2009	Land Rover	Range Rover PAB (A)
4	2007 - 2009	Lexus	ES350 PAB (A)
4	2008 - 2009	Lexus	IS F PAB (A)
4	2006 - 2009	Lexus	IS250 PAB (A)
4	2006 - 2009	Lexus	IS350 PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
4	2004 - 2006	Mazda	B-Series DAB (A)
4	2004 - 2006	Mazda	B-Series DAB (Non-A)
4	2003 - 2008	Mazda	Mazda6 PAB (A)
4	2006 - 2007	Mazda	Mazdaspeed6 PAB (A)
4	2004 - 2008	Mazda	RX8 PAB (A)
4	2005 - 2009	Mercedes-Benz	C-Class DAB (A)
4	2008 - 2009	Mercedes-Benz	C-Class PAB (A)
4	2009 - 2009	Mercedes-Benz	GL-Class DAB (A)
4	2009 - 2009	Mercedes-Benz	ML-Class DAB (A)
4	2009 - 2009	Mercedes-Benz	R-Class DAB (A)
4	2007 - 2008	Mercedes-Benz	SLK-Class DAB (A)
4	2006 - 2007	Mitsubishi	Lancer PAB (A)
4	2006 - 2009	Mitsubishi	Raider PAB (A)
4	2007 - 2009	Nissan	Versa Hatchback PAB (A)
4	2007 - 2009	Nissan	Versa Sedan PAB (A)
4	2009 - 2009	Pontiac	Vibe PAB (A)
4	2006 - 2009	Saab	9-3 DAB (A)
4	2006 - 2009	Saab	9-5 DAB (A)
4	2008 - 2009	Saturn	Astra DAB (A)
4	2008 - 2009	Scion	xB PAB (A)
4	2008 - 2009	Sterling	Bullet DAB (A)
4	2008 - 2009	Sterling	Bullet DAB (Non-A)
4	2003 - 2005	Subaru	Baja PAB (A)
4	2003 - 2004	Subaru	Legacy PAB (A)
4	2003 - 2004	Subaru	Outback PAB (A)
4	2009 - 2009	Toyota	Corolla Matrix PAB (A)
4	2009 - 2009	Toyota	Corolla PAB (A)
4	2006 - 2009	Toyota	Yaris HB PAB (A)
4	2007 - 2009	Toyota	Yaris PAB (A)
4	2009 - 2009	Volkswagen	CC DAB (A)
4	2009 - 2009	Volkswagen	GTI DAB (A)
4	2006 - 2008	Volkswagen	Passat Sedan DAB (A)
4	2007 - 2008	Volkswagen	Passat Wagon DAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
5	2013 - 2016	Acura	ILX DAB (A)
5	2013 - 2014	Acura	ILX HYBRID DAB (A)
5	2010 - 2016	Acura	RDX DAB (A)
5	2007 - 2009	Acura	RDX DAB (Non-A)
5	2012 - 2012	Acura	RL DAB (A)
5	2010 - 2011	Acura	RL DAB (Non-A)
5	2010 - 2011	Acura	RL PAB (Non-A)
5	2010 - 2014	Acura	TL DAB (A)
5	2009 - 2009	Acura	TL DAB (Non-A)
5	2010 - 2011	Acura	TSX PAB (A)
5	2009 - 2009	Acura	TSX PAB (Non-A)
5	2012 - 2013	Acura	ZDX DAB (A)
5	2010 - 2011	Acura	ZDX DAB (Non-A)
5	2010 - 2011	Acura	ZDX PAB (Non-A)
5	2010 - 2013	Audi	A3 DAB (A)
5	2006 - 2009	Audi	A3 DAB (Non-A)
5	2005 - 2008	Audi	A4 Avant PAB (A)
5	2007 - 2009	Audi	A4 Cabriolet DAB (Non-A)
5	2007 - 2009	Audi	A4 Cabriolet PAB (A)
5	2005 - 2008	Audi	A4 Sedan PAB (A)
5	2010 - 2012	Audi	A5 Cabriolet DAB (A)
5	2006 - 2009	Audi	A6 Avant PAB (A)
5	2005 - 2009	Audi	A6 Sedan PAB (A)
5	2010 - 2012	Audi	Audi Q5 DAB (A)
5	2009 - 2009	Audi	Audi Q5 DAB (Non-A)
5	2008 - 2008	Audi	RS 4 Cabriolet DAB (Non-A)
5	2008 - 2008	Audi	RS 4 Cabriolet PAB (A)
5	2007 - 2008	Audi	RS 4 Sedan PAB (A)
5	2005 - 2008	Audi	S4 Avant PAB (A)
5	2007 - 2009	Audi	S4 Cabriolet DAB (Non-A)
5	2007 - 2009	Audi	S4 Cabriolet PAB (A)
5	2005 - 2008	Audi	S4 Sedan PAB (A)
5	2010 - 2012	Audi	S5 Cabriolet DAB (A)
5	2007 - 2009	Audi	S6 Sedan PAB (A)
5	2010 - 2013	BMW	1 Series DAB (A)
5	2008 - 2009	BMW	1 Series DAB (Non-A)
5	2010 - 2013	BMW	3 Series DAB (A)
5	2006 - 2009	BMW	3 Series DAB (Non-A)
5	2013 - 2015	BMW	X1 DAB (A)
5	2010 - 2010	BMW	X3 DAB (A)
5	2007 - 2009	BMW	X3 DAB (Non-A)
5	2010 - 2011	BMW	X5 DAB (A)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
5	2007 - 2009	BMW	X5 DAB (Non-A)
5	2010 - 2011	BMW	X5 PAB (A)
5	2007 - 2008	BMW	X5 PAB (Non-A)
5	2010 - 2011	BMW	X6 DAB (A)
5	2008 - 2009	BMW	X6 DAB (Non-A)
5	2010 - 2011	BMW	X6 Hybrid DAB (A)
5	2010 - 2011	BMW	X6 Hybrid PAB (A)
5	2010 - 2011	BMW	X6 PAB (A)
5	2008 - 2008	BMW	X6 PAB (Non-A)
5	2005 - 2012	Chrysler	300 PAB (Non-A)
5	2007 - 2009	Chrysler	Aspen PAB (Non-A)
5	2007 - 2008	Chrysler	Crossfire DAB (Non-A)
5	2010 - 2012	Dodge	Challenger PAB (Non-A)
5	2006 - 2012	Dodge	Charger PAB (Non-A)
5	2005 - 2011	Dodge	Dakota PAB (Non-A)
5	2004 - 2009	Dodge	Durango PAB (Non-A)
5	2004 - 2008	Dodge	Ram 1500/2500/3500 Pickup PAB (Non-A)
5	2005 - 2009	Dodge	Ram 2500 Pickup PAB (Non-A)
5	2007 - 2010	Dodge	Ram 3500 Cab Chassis PAB (Non-A)
5	2006 - 2009	Dodge	Ram 3500 Pickup PAB (Non-A)
5	2008 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (Non-A)
5	2010 - 2011	Ferrari	458 Italia PAB (A)
5	2010 - 2011	Ferrari	California PAB (A)
5	2007 - 2009	Ford	Edge PAB (A)
5	2006 - 2009	Ford	Fusion PAB (A)
5	2007 - 2009	Ford	Ranger PAB (A)
5	2010 - 2012	Freightliner	Sprinter DAB (A)
5	2010 - 2012	Freightliner	Sprinter DAB (Non-A)
5	2010 - 2011	Freightliner	Sprinter PAB (A)
5	2010 - 2011	Freightliner	Sprinter PAB (Non-A)
5	2010 - 2011	Honda	ACCORD PAB (A)
5	2008 - 2009	Honda	ACCORD PAB (Non-A)
5	2010 - 2011	Honda	CIVIC HYBRID PAB (A)
5	2006 - 2009	Honda	CIVIC HYBRID PAB (Non-A)
5	2010 - 2011	Honda	CIVIC NGV PAB (A)
5	2006 - 2009	Honda	CIVIC NGV PAB (Non-A)
5	2010 - 2011	Honda	CIVIC PAB (A)
5	2006 - 2009	Honda	CIVIC PAB (Non-A)
5	2010 - 2011	Honda	CROSSTOUR PAB (A)
5	2010 - 2011	Honda	CR-V DAB (Non-A)
5	2010 - 2011	Honda	CR-V PAB (Non-A)
5	2011 - 2015	Honda	CR-Z DAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
5	2010 - 2011	Honda	ELEMENT PAB (Non-A)
5	2012 - 2014	Honda	FCX CLARITY DAB (A)
5	2012 - 2013	Honda	FIT DAB (A)
5	2010 - 2011	Honda	FIT DAB (Non-A)
5	2013 - 2014	Honda	FIT EV DAB (A)
5	2007 - 2011	Honda	FIT PAB (Non-A)
5	2012 - 2014	Honda	INSIGHT DAB (A)
5	2010 - 2011	Honda	INSIGHT DAB (Non-A)
5	2010 - 2011	Honda	INSIGHT PAB (Non-A)
5	2010 - 2011	Honda	PILOT PAB (A)
5	2009 - 2009	Honda	PILOT PAB (Non-A)
5	2012 - 2014	Honda	RIDGELINE DAB (A)
5	2010 - 2011	Honda	RIDGELINE DAB (Non-A)
5	2010 - 2011	Honda	RIDGELINE PAB (Non-A)
5	2003 - 2005	Infiniti	FX PAB (A)
5	2003 - 2004	Infiniti	I35 PAB (A)
5	2010 - 2010	Jaguar	XF PAB (A)
5	2007 - 2012	Jeep	Wrangler PAB (Non-A)
5	2010 - 2010	Land Rover	Range Rover PAB (A)
5	2007 - 2008	Land Rover	Range Rover PAB (Non-A)
5	2010 - 2010	Lexus	ES350 PAB (A)
5	2007 - 2008	Lexus	ES350 PAB (Non-A)
5	2010 - 2010	Lexus	GX460 PAB (A)
5	2010 - 2010	Lexus	IS F PAB (A)
5	2008 - 2008	Lexus	IS F PAB (Non-A)
5	2010 - 2010	Lexus	IS250 PAB (A)
5	2006 - 2008	Lexus	IS250 PAB (Non-A)
5	2010 - 2010	Lexus	IS250C PAB (A)
5	2010 - 2010	Lexus	IS350 PAB (A)
5	2006 - 2008	Lexus	IS350 PAB (Non-A)
5	2010 - 2010	Lexus	IS350C PAB (A)
5	2007 - 2009	Lincoln	MKX PAB (A)
5	2006 - 2009	Lincoln	Zephyr/MKZ PAB (A)
5	2007 - 2009	Mazda	B-Series PAB (A)
5	2007 - 2009	Mazda	CX7 PAB (A)
5	2007 - 2009	Mazda	CX9 PAB (A)
5	2009 - 2009	Mazda	Mazda6 PAB (A)
5	2003 - 2008	Mazda	Mazda6 PAB (Non-A)
5	2006 - 2007	Mazda	Mazdaspeed6 PAB (Non-A)
5	2004 - 2006	Mazda	MPV PAB (A)
5	2009 - 2009	Mazda	RX8 PAB (A)
5	2004 - 2008	Mazda	RX8 PAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
5	2010 - 2011	Mercedes-Benz	C-Class DAB (A)
5	2005 - 2009	Mercedes-Benz	C-Class DAB (Non-A)
5	2010 - 2011	Mercedes-Benz	C-Class PAB (A)
5	2008 - 2008	Mercedes-Benz	C-Class PAB (Non-A)
5	2011 - 2011	Mercedes-Benz	E-Class Cabrio DAB (A)
5	2011 - 2011	Mercedes-Benz	E-Class Cabrio PAB (A)
5	2010 - 2011	Mercedes-Benz	E-Class Coupe DAB (A)
5	2010 - 2011	Mercedes-Benz	E-Class Coupe PAB (A)
5	2010 - 2011	Mercedes-Benz	E-Class DAB (A)
5	2010 - 2012	Mercedes-Benz	GL-Class DAB (A)
5	2009 - 2009	Mercedes-Benz	GL-Class DAB (Non-A)
5	2010 - 2012	Mercedes-Benz	GLK Class DAB (A)
5	2010 - 2011	Mercedes-Benz	GLK Class PAB (A)
5	2010 - 2011	Mercedes-Benz	ML-Class DAB (A)
5	2009 - 2009	Mercedes-Benz	ML-Class DAB (Non-A)
5	2010 - 2012	Mercedes-Benz	R-Class DAB (A)
5	2009 - 2009	Mercedes-Benz	R-Class DAB (Non-A)
5	2007 - 2008	Mercedes-Benz	SLK-Class DAB (Non-A)
5	2011 - 2014	Mercedes-Benz	SLS-Class DAB (A)
5	2011 - 2011	Mercedes-Benz	SLS-Class DAB (Non-A)
5	2011 - 2011	Mercedes-Benz	SLS-Class PAB (A)
5	2010 - 2012	Mercedes-Benz	Sprinter DAB (A)
5	2010 - 2012	Mercedes-Benz	Sprinter DAB (Non-A)
5	2010 - 2011	Mercedes-Benz	Sprinter PAB (A)
5	2010 - 2011	Mercedes-Benz	Sprinter PAB (Non-A)
5	2006 - 2009	Mercury	Milan PAB (A)
5	2006 - 2007	Mitsubishi	Lancer PAB (Non-A)
5	2006 - 2009	Mitsubishi	Raider PAB (Non-A)
5	2010 - 2011	Nissan	Versa Hatchback PAB (A)
5	2007 - 2008	Nissan	Versa Hatchback PAB (Non-A)
5	2010 - 2011	Nissan	Versa Sedan PAB (A)
5	2007 - 2008	Nissan	Versa Sedan PAB (Non-A)
5	2010 - 2010	Pontiac	Vibe PAB (A)
5	2006 - 2006	Saab	9-2X PAB (A)
5	2006 - 2009	Saab	9-3 DAB (Non-A)
5	2006 - 2009	Saab	9-5 DAB (Non-A)
5	2008 - 2009	Saturn	Astra DAB (Non-A)
5	2010 - 2010	Scion	xB PAB (A)
5	2008 - 2008	Scion	xB PAB (Non-A)
5	2006 - 2006	Subaru	Baja PAB (A)
5	2003 - 2005	Subaru	Baja PAB (Non-A)
5	2009 - 2009	Subaru	Forester PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
5	2006 - 2009	Subaru	Impreza PAB (A)
5	2009 - 2009	Subaru	Legacy PAB (A)
5	2003 - 2004	Subaru	Legacy PAB (Non-A)
5	2009 - 2009	Subaru	Outback PAB (A)
5	2003 - 2004	Subaru	Outback PAB (Non-A)
5	2006 - 2009	Subaru	Tribeca PAB (A)
5	2010 - 2010	Toyota	4Runner PAB (A)
5	2010 - 2010	Toyota	Corolla Matrix PAB (A)
5	2010 - 2010	Toyota	Corolla PAB (A)
5	2010 - 2010	Toyota	Yaris HB PAB (A)
5	2007 - 2008	Toyota	Yaris HB PAB (Non-A)
5	2010 - 2010	Toyota	Yaris PAB (A)
5	2007 - 2008	Toyota	Yaris PAB (Non-A)
5	2010 - 2014	Volkswagen	CC DAB (A)
5	2009 - 2009	Volkswagen	CC DAB (Non-A)
5	2010 - 2014	Volkswagen	Eos DAB (A)
5	2010 - 2014	Volkswagen	Golf DAB (A)
5	2013 - 2013	Volkswagen	Golf R DAB (A)
5	2010 - 2013	Volkswagen	GTI DAB (A)
5	2012 - 2014	Volkswagen	Passat DAB (A)
5	2010 - 2010	Volkswagen	Passat Sedan DAB (A)
5	2006 - 2009	Volkswagen	Passat Sedan DAB (Non-A)
5	2010 - 2010	Volkswagen	Passat Wagon DAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
6	2013 - 2016	Acura	ILX DAB (Non-A)
6	2013 - 2014	Acura	ILX HYBRID DAB (Non-A)
6	2010 - 2016	Acura	RDX DAB (Non-A)
6	2012 - 2012	Acura	RL DAB (Non-A)
6	2010 - 2014	Acura	TL DAB (Non-A)
6	2010 - 2011	Acura	TSX PAB (Non-A)
6	2012 - 2013	Acura	ZDX DAB (Non-A)
6	2010 - 2013	Audi	A3 DAB (Non-A)
6	2005 - 2008	Audi	A4 Avant PAB (Non-A)
6	2007 - 2008	Audi	A4 Cabriolet PAB (Non-A)
6	2005 - 2008	Audi	A4 Sedan PAB (Non-A)
6	2010 - 2012	Audi	A5 Cabriolet DAB (Non-A)
6	2010 - 2011	Audi	A6 Avant PAB (A)
6	2006 - 2008	Audi	A6 Avant PAB (Non-A)
6	2010 - 2011	Audi	A6 Sedan PAB (A)
6	2005 - 2008	Audi	A6 Sedan PAB (Non-A)
6	2010 - 2012	Audi	Audi Q5 DAB (Non-A)
6	2008 - 2008	Audi	RS 4 Cabriolet PAB (Non-A)
6	2007 - 2008	Audi	RS 4 Sedan PAB (Non-A)
6	2005 - 2008	Audi	S4 Avant PAB (Non-A)
6	2007 - 2008	Audi	S4 Cabriolet PAB (Non-A)
6	2005 - 2008	Audi	S4 Sedan PAB (Non-A)
6	2010 - 2012	Audi	S5 Cabriolet DAB (Non-A)
6	2010 - 2011	Audi	S6 Sedan PAB (A)
6	2007 - 2008	Audi	S6 Sedan PAB (Non-A)
6	2010 - 2013	BMW	1 Series DAB (Non-A)
6	2010 - 2013	BMW	3 Series DAB (Non-A)
6	2013 - 2015	BMW	X1 DAB (Non-A)
6	2010 - 2010	BMW	X3 DAB (Non-A)
6	2012 - 2013	BMW	X5 DAB (A)
6	2010 - 2013	BMW	X5 DAB (Non-A)
6	2012 - 2014	BMW	X6 DAB (A)
6	2010 - 2014	BMW	X6 DAB (Non-A)
6	2010 - 2011	BMW	X6 Hybrid DAB (Non-A)
6	2007 - 2011	Cadillac	Escalade ESV PAB (A)
6	2007 - 2008	Cadillac	Escalade ESV PAB (Non-A)
6	2007 - 2011	Cadillac	Escalade EXT PAB (A)
6	2007 - 2008	Cadillac	Escalade EXT PAB (Non-A)
6	2007 - 2011	Cadillac	Escalade PAB (A)
6	2007 - 2008	Cadillac	Escalade PAB (Non-A)
6	2007 - 2011	Chevrolet	Avalanche PAB (A)
6	2007 - 2008	Chevrolet	Avalanche PAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
6	2009 - 2011	Chevrolet	Silverado HD PAB (A)
6	2007 - 2011	Chevrolet	Silverado LD PAB (A)
6	2007 - 2008	Chevrolet	Silverado LD PAB (Non-A)
6	2007 - 2011	Chevrolet	Suburban PAB (A)
6	2007 - 2008	Chevrolet	Suburban PAB (Non-A)
6	2007 - 2011	Chevrolet	Tahoe PAB (A)
6	2007 - 2008	Chevrolet	Tahoe PAB (Non-A)
6	2010 - 2011	Ferrari	458 Italia PAB (Non-A)
6	2009 - 2011	Ferrari	California PAB (Non-A)
6	2010 - 2010	Ford	Edge PAB (A)
6	2007 - 2008	Ford	Edge PAB (Non-A)
6	2010 - 2011	Ford	Fusion PAB (A)
6	2006 - 2008	Ford	Fusion PAB (Non-A)
6	2010 - 2011	Ford	Ranger PAB (A)
6	2007 - 2008	Ford	Ranger PAB (Non-A)
6	2013 - 2014	Freightliner	Sprinter DAB (A)
6	2013 - 2014	Freightliner	Sprinter DAB (Non-A)
6	2009 - 2011	GMC	Sierra HD PAB (A)
6	2007 - 2011	GMC	Sierra LD PAB (A)
6	2007 - 2008	GMC	Sierra LD PAB (Non-A)
6	2007 - 2011	GMC	Yukon PAB (A)
6	2007 - 2008	GMC	Yukon PAB (Non-A)
6	2007 - 2011	GMC	Yukon XL PAB (A)
6	2007 - 2008	GMC	Yukon XL PAB (Non-A)
6	2010 - 2011	Honda	ACCORD PAB (Non-A)
6	2010 - 2011	Honda	CIVIC HYBRID PAB (Non-A)
6	2010 - 2011	Honda	CIVIC NGV PAB (Non-A)
6	2010 - 2011	Honda	CIVIC PAB (Non-A)
6	2010 - 2011	Honda	CROSSTOUR PAB (Non-A)
6	2011 - 2015	Honda	CR-Z DAB (Non-A)
6	2012 - 2013	Honda	FIT DAB (Non-A)
6	2013 - 2014	Honda	FIT EV DAB (Non-A)
6	2012 - 2014	Honda	INSIGHT DAB (Non-A)
6	2010 - 2011	Honda	PILOT PAB (Non-A)
6	2012 - 2014	Honda	RIDGELINE DAB (Non-A)
6	2006 - 2008	Infiniti	FX PAB (A)
6	2003 - 2008	Infiniti	FX PAB (Non-A)
6	2003 - 2004	Infiniti	I35 PAB (Non-A)
6	2006 - 2010	Infiniti	M PAB (A)
6	2006 - 2008	Infiniti	M PAB (Non-A)
6	2011 - 2011	Jaguar	XF PAB (A)
6	2011 - 2011	Land Rover	Range Rover PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
6	2011 - 2011	Lexus	ES350 PAB (A)
6	2011 - 2011	Lexus	GX460 PAB (A)
6	2011 - 2011	Lexus	IS F PAB (A)
6	2011 - 2011	Lexus	IS250 PAB (A)
6	2011 - 2011	Lexus	IS250C PAB (A)
6	2011 - 2011	Lexus	IS350 PAB (A)
6	2011 - 2011	Lexus	IS350C PAB (A)
6	2010 - 2010	Lincoln	MKX PAB (A)
6	2007 - 2008	Lincoln	MKX PAB (Non-A)
6	2010 - 2011	Lincoln	Zephyr/MKZ PAB (A)
6	2006 - 2008	Lincoln	Zephyr/MKZ PAB (Non-A)
6	2007 - 2008	Mazda	B-Series PAB (Non-A)
6	2010 - 2011	Mazda	CX7 PAB (A)
6	2007 - 2008	Mazda	CX7 PAB (Non-A)
6	2010 - 2011	Mazda	CX9 PAB (A)
6	2007 - 2008	Mazda	CX9 PAB (Non-A)
6	2010 - 2011	Mazda	Mazda6 PAB (A)
6	2004 - 2006	Mazda	MPV PAB (Non-A)
6	2010 - 2011	Mazda	RX8 PAB (A)
6	2010 - 2011	Mercedes-Benz	C-Class DAB (Non-A)
6	2011 - 2011	Mercedes-Benz	E-Class Cabrio DAB (A)
6	2010 - 2011	Mercedes-Benz	E-Class Coupe DAB (Non-A)
6	2010 - 2011	Mercedes-Benz	E-Class DAB (Non-A)
6	2010 - 2012	Mercedes-Benz	GL-Class DAB (Non-A)
6	2010 - 2012	Mercedes-Benz	GLK Class DAB (Non-A)
6	2010 - 2011	Mercedes-Benz	ML-Class DAB (Non-A)
6	2010 - 2012	Mercedes-Benz	R-Class DAB (Non-A)
6	2012 - 2014	Mercedes-Benz	SLS-Class DAB (Non-A)
6	2013 - 2014	Mercedes-Benz	Sprinter DAB (A)
6	2013 - 2014	Mercedes-Benz	Sprinter DAB (Non-A)
6	2010 - 2011	Mercury	Milan PAB (A)
6	2006 - 2008	Mercury	Milan PAB (Non-A)
6	2006 - 2006	Saab	9-2X PAB (Non-A)
6	2010 - 2011	Saab	9-3 DAB (A)
6	2010 - 2011	Saab	9-3 DAB (Non-A)
6	2011 - 2011	Scion	xB PAB (A)
6	2003 - 2004, 2006	Subaru	Baja PAB (Non-A)
6	2010 - 2011	Subaru	Forester PAB (A)
6	2010 - 2011	Subaru	Impreza PAB (A)
6	2006 - 2008	Subaru	Impreza PAB (Non-A)
6	2010 - 2011	Subaru	Legacy PAB (A)
6	2003 - 2004	Subaru	Legacy PAB (Non-A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
6	2010 - 2011	Subaru	Outback PAB (A)
6	2003 - 2004	Subaru	Outback PAB (Non-A)
6	2010 - 2011	Subaru	Tribeca PAB (A)
6	2006 - 2008	Subaru	Tribeca PAB (Non-A)
6	2011 - 2011	Toyota	4Runner PAB (A)
6	2011 - 2011	Toyota	Corolla Matrix PAB (A)
6	2011 - 2011	Toyota	Corolla PAB (A)
6	2011 - 2011	Toyota	Sienna PAB (A)
6	2011 - 2011	Toyota	Yaris HB PAB (A)
6	2011 - 2011	Toyota	Yaris PAB (A)
6	2010 - 2014	Volkswagen	CC DAB (Non-A)
6	2010 - 2014	Volkswagen	Eos DAB (Non-A)
6	2010 - 2014	Volkswagen	Golf DAB (Non-A)
6	2011 - 2013	Volkswagen	GTI DAB (Non-A)
6	2012 - 2014	Volkswagen	Passat DAB (Non-A)
6	2010 - 2010	Volkswagen	Passat Sedan DAB (Non-A)
6	2006 - 2008	Volkswagen	Passat Wagon DAB (Non-A)
6	2010 - 2010	Volkswagen	Passat Wagon DAB (Non-A)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
7	2012 - 2012	Acura	RL PAB (A)
7	2012 - 2012	Acura	TSX PAB (A)
7	2012 - 2012	Acura	ZDX PAB (A)
7	2012 - 2012	BMW	X5 PAB (A)
7	2012 - 2012	BMW	X6 PAB (A)
7	2012 - 2012	Cadillac	Escalade ESV PAB (A)
7	2012 - 2012	Cadillac	Escalade EXT PAB (A)
7	2012 - 2012	Cadillac	Escalade PAB (A)
7	2012 - 2012	Chevrolet	Avalanche PAB (A)
7	2012 - 2012	Chevrolet	Silverado HD PAB (A)
7	2012 - 2012	Chevrolet	Silverado LD PAB (A)
7	2012 - 2012	Chevrolet	Suburban PAB (A)
7	2012 - 2012	Chevrolet	Tahoe PAB (A)
7	2012 - 2012	Ferrari	458 Italia PAB (A)
7	2012 - 2012	Ferrari	458 Spider PAB (A)
7	2012 - 2012	Ferrari	California PAB (A)
7	2012 - 2012	Ferrari	FF PAB (A)
7	2012 - 2012	Fisker	Karma PAB (A)
7	2012 - 2012	Ford	Fusion PAB (A)
7	2012 - 2012	Ford	Mustang PAB (A)
7	2012 - 2012	GMC	Sierra HD PAB (A)
7	2012 - 2012	GMC	Sierra LD PAB (A)
7	2012 - 2012	GMC	Yukon PAB (A)
7	2012 - 2012	GMC	Yukon XL PAB (A)
7	2012 - 2012	Honda	ACCORD PAB (A)
7	2012 - 2012	Honda	CROSSTOUR PAB (A)
7	2012 - 2012	Honda	FCX CLARITY PAB (A)
7	2012 - 2012	Honda	FIT PAB (A)
7	2012 - 2012	Honda	INSIGHT PAB (A)
7	2012 - 2012	Honda	PILOT PAB (A)
7	2012 - 2012	Honda	RIDGELINE PAB (A)
7	2012 - 2012	Jaguar	XF PAB (A)
7	2012 - 2012	Land Rover	Range Rover PAB (A)
7	2012 - 2012	Lexus	ES350 PAB (A)
7	2012 - 2012	Lexus	GX460 PAB (A)
7	2012 - 2012	Lexus	IS250/350 PAB (A)
7	2012 - 2012	Lexus	IS250C/350C PAB (A)
7	2012 - 2012	Lexus	IS-F PAB (A)
7	2012 - 2012	Lexus	LFA PAB (A)
7	2012 - 2012	Lincoln	Zephyr/MKZ PAB (A)
7	2012 - 2012	Mazda	CX7 PAB (A)
7	2012 - 2012	Mazda	CX9 PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
7	2012 - 2012	McLaren	MP4-12C PAB (A)
7	2011 - 2011	McLaren	P1TM PAB (A)
7	2012 - 2012	Mercedes-Benz	C-Class PAB (A)
7	2012 - 2012	Mercedes-Benz	E-Class Cabrio PAB (A)
7	2012 - 2012	Mercedes-Benz	E-Class Coupe PAB (A)
7	2012 - 2012	Mercedes-Benz	GLK Class PAB (A)
7	2012 - 2012	Mercedes-Benz	SLS-Class PAB (A)
7	2012, 2014	Mitsubishi	i-MiEV PAB (A)
7	2012 - 2012	Nissan	Versa PAB (A)
7	2012 - 2012	Scion	xB PAB (A)
7	2012 - 2012	Subaru	Forester PAB (A)
7	2012 - 2012	Subaru	Legacy PAB (A)
7	2012 - 2012	Subaru	Outback PAB (A)
7	2012 - 2012	Subaru	Tribeca PAB (A)
7	2012 - 2012	Subaru	WRX/STI PAB (A)
7	2012 - 2012	Tesla	Model S PAB (A)
7	2012 - 2012	Toyota	4Runner PAB (A)
7	2012 - 2012	Toyota	Corolla PAB (A)
7	2012 - 2012	Toyota	Matrix PAB (A)
7	2012 - 2012	Toyota	Sienna PAB (A)
7	2012 - 2012	Toyota	Yaris (Sedan) PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2006 - 2006	Acura	MDX PAB (C)
8	2009 - 2009	Acura	RL PAB (B)
8	2010 - 2010	Acura	RL PAB (B)
8	2006 - 2008	Acura	RL PAB (C)
8	2009 - 2009	Acura	RL PAB (C)
8	2009 - 2009	Acura	TSX PAB (B)
8	2005 - 2008	Audi	A4 Avant PAB (C)
8	2009 - 2009	Audi	A4 Cabriolet PAB (B)
8	2007 - 2008	Audi	A4 Cabriolet PAB (C)
8	2005 - 2008	Audi	A4 Sedan PAB (C)
8	2009 - 2009	Audi	A6 Avant PAB (B)
8	2006 - 2008	Audi	A6 Avant PAB (C)
8	2009 - 2009	Audi	A6 Sedan PAB (B)
8	2005 - 2008	Audi	A6 Sedan PAB (C)
8	2008 - 2008	Audi	RS 4 Cabriolet PAB (C)
8	2007 - 2008	Audi	RS 4 Sedan PAB (C)
8	2005 - 2008	Audi	S4 Avant PAB (C)
8	2009 - 2009	Audi	S4 Cabriolet PAB (B)
8	2007 - 2009	Audi	S4 Cabriolet PAB (C)
8	2005 - 2008	Audi	S4 Sedan PAB (C)
8	2009 - 2009	Audi	S6 Sedan PAB (B)
8	2007 - 2008	Audi	S6 Sedan PAB (C)
8	2009 - 2009	BMW	X5 PAB (B)
8	2007 - 2008	BMW	X5 PAB (C)
8	2009 - 2009	BMW	X6 PAB (B)
8	2008 - 2008	BMW	X6 PAB (C)
8	2009 - 2009	Cadillac	Escalade ESV PAB (B)
8	2007 - 2008	Cadillac	Escalade ESV PAB (C)
8	2009 - 2009	Cadillac	Escalade EXT PAB (B)
8	2007 - 2008	Cadillac	Escalade EXT PAB (C)
8	2009 - 2009	Cadillac	Escalade PAB (B)
8	2007 - 2008	Cadillac	Escalade PAB (C)
8	2009 - 2009	Chevrolet	Avalanche PAB (B)
8	2007 - 2008	Chevrolet	Avalanche PAB (C)
8	2009 - 2009	Chevrolet	Silverado HD PAB (B)
8	2009 - 2009	Chevrolet	Silverado LD PAB (B)
8	2007 - 2008	Chevrolet	Silverado LD PAB (C)
8	2009 - 2009	Chevrolet	Suburban PAB (B)
8	2007 - 2008	Chevrolet	Suburban PAB (C)
8	2009 - 2009	Chevrolet	Tahoe PAB (B)
8	2007 - 2008	Chevrolet	Tahoe PAB (C)
8	2012 - 2012	Ferrari	458 Italia PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2012 - 2012	Ferrari	458 Italia PAB (C)
8	2012 - 2012	Ferrari	458 Spider PAB (B)
8	2012 - 2012	Ferrari	458 Spider PAB (C)
8	2012 - 2012	Ferrari	California PAB (B)
8	2012 - 2012	Ferrari	California PAB (C)
8	2012 - 2012	Ferrari	FF PAB (B)
8	2012 - 2012	Ferrari	FF PAB (C)
8	2009 - 2009	Ford	Edge PAB (B)
8	2007 - 2008	Ford	Edge PAB (C)
8	2009 - 2009	Ford	Fusion PAB (B)
8	2006 - 2008	Ford	Fusion PAB (C)
8	2005 - 2006	Ford	GT PAB (C)
8	2009 - 2009	Ford	Mustang PAB (B)
8	2005 - 2008	Ford	Mustang PAB (C)
8	2009 - 2009	Ford	Ranger PAB (B)
8	2007 - 2008	Ford	Ranger PAB (C)
8	2009 - 2009	Freightliner	Sprinter PAB (B)
8	2007 - 2008	Freightliner	Sprinter PAB (C)
8	2009 - 2009	GMC	Sierra HD PAB (B)
8	2009 - 2009	GMC	Sierra LD PAB (B)
8	2007 - 2008	GMC	Sierra LD PAB (C)
8	2009 - 2009	GMC	Yukon PAB (B)
8	2007 - 2008	GMC	Yukon PAB (C)
8	2009 - 2009	GMC	Yukon XL PAB (B)
8	2007 - 2008	GMC	Yukon XL PAB (C)
8	2009 - 2009	Honda	ACCORD PAB (B)
8	2008 - 2008	Honda	ACCORD PAB (C)
8	2009 - 2009	Honda	CIVIC HYBRID PAB (B)
8	2006 - 2008	Honda	CIVIC HYBRID PAB (C)
8	2009 - 2009	Honda	CIVIC NGV PAB (B)
8	2006 - 2008	Honda	CIVIC NGV PAB (C)
8	2009 - 2009	Honda	CIVIC PAB (B)
8	2006 - 2008	Honda	CIVIC PAB (C)
8	2009 - 2009	Honda	CR-V PAB (B)
8	2006 - 2008	Honda	CR-V PAB (C)
8	2009 - 2009	Honda	ELEMENT PAB (B)
8	2005 - 2008	Honda	ELEMENT PAB (C)
8	2009 - 2009	Honda	FIT PAB (B)
8	2007 - 2008	Honda	FIT PAB (C)
8	2009 - 2009	Honda	PILOT PAB (B)
8	2006 - 2008	Honda	PILOT PAB (C)
8	2009 - 2009	Honda	RIDGELINE PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
8	2007 - 2008	Honda	RIDGELINE PAB (C)
8	2006 - 2008	Infiniti	FX PAB (C)
8	2009 - 2009	Infiniti	M PAB (B)
8	2008 - 2008	Infiniti	M PAB (C)
8	2009 - 2009	Jaguar	XF PAB (B)
8	2009 - 2009	Land Rover	Range Rover PAB (B)
8	2007 - 2008	Land Rover	Range Rover PAB (C)
8	2009 - 2009	Lexus	ES350 PAB (B)
8	2007 - 2008	Lexus	ES350 PAB (C)
8	2009 - 2009	Lexus	IS250/350 PAB (B)
8	2006 - 2008	Lexus	IS250/350 PAB (C)
8	2009 - 2009	Lexus	IS-F PAB (B)
8	2008 - 2008	Lexus	IS-F PAB (C)
8	2009 - 2009	Lincoln	MKX PAB (B)
8	2007 - 2008	Lincoln	MKX PAB (C)
8	2009 - 2009	Lincoln	Zephyr/MKZ PAB (B)
8	2006 - 2008	Lincoln	Zephyr/MKZ PAB (C)
8	2009 - 2009	Mazda	B-Series PAB (B)
8	2007 - 2008	Mazda	B-Series PAB (C)
8	2009 - 2009	Mazda	CX7 PAB (B)
8	2007 - 2008	Mazda	CX7 PAB (C)
8	2009 - 2009	Mazda	CX9 PAB (B)
8	2007 - 2008	Mazda	CX9 PAB (C)
8	2009 - 2009	Mazda	Mazda6 PAB (B)
8	2005 - 2006	Mazda	MPV PAB (C)
8	2009 - 2009	Mazda	RX8 PAB (B)
8	2012 - 2012	McLaren	MP4-12C PAB (B)
8	2012 - 2012	McLaren	MP4-12C PAB (C)
8	2008 - 2008	Mercedes-Benz	C-Class PAB (C)
8	2009 - 2009	Mercury	Milan PAB (B)
8	2006 - 2008	Mercury	Milan PAB (C)
8	2012, 2014	Mitsubishi	i-MiEV PAB (B)
8	2012, 2014	Mitsubishi	i-MiEV PAB (C)
8	2009 - 2009	Nissan	Versa PAB (B)
8	2008 - 2008	Nissan	Versa PAB (C)
8	2009 - 2009	Pontiac	Vibe PAB (B)
8	2006 - 2006	Saab	9-2x PAB (C)
8	2009 - 2009	Scion	xB PAB (B)
8	2008 - 2008	Scion	xB PAB (C)
8	2005 - 2006	Subaru	Baja PAB (C)
8	2009 - 2009	Subaru	Forester PAB (B)
8	2009 - 2009	Subaru	Impreza PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
8	2006 - 2008	Subaru	Impreza PAB (C)
8	2009 - 2009	Subaru	Legacy PAB (B)
8	2009 - 2009	Subaru	Outback PAB (B)
8	2009 - 2009	Subaru	Tribeca PAB (B)
8	2006 - 2008	Subaru	Tribeca PAB (C)
8	2009 - 2009	Toyota	Corolla PAB (B)
8	2009 - 2009	Toyota	Matrix PAB (B)
8	2009 - 2009	Toyota	Yaris (Hatch Back) PAB (B)
8	2007 - 2008	Toyota	Yaris (Hatch Back) PAB (C)
8	2009 - 2009	Toyota	Yaris (Sedan) PAB (B)
8	2007 - 2008	Toyota	Yaris (Sedan) PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
9	2011 - 2012	Acura	RL PAB (B)
9	2010 - 2012	Acura	RL PAB (C)
9	2013 - 2013	Acura	TSX PAB (A)
9	2014 - 2014	Acura	TSX PAB (A)
9	2010 - 2010	Acura	TSX PAB (B)
9	2011 - 2014	Acura	TSX PAB (B)
9	2009 - 2009	Acura	TSX PAB (C)
9	2013 - 2013	Acura	ZDX PAB (A)
9	2010 - 2010	Acura	ZDX PAB (B)
9	2009 - 2009	Audi	A4 Cabriolet PAB (C)
9	2010 - 2010	Audi	A6 Avant PAB (B)
9	2009 - 2009	Audi	A6 Avant PAB (C)
9	2010 - 2010	Audi	A6 Sedan PAB (B)
9	2009 - 2009	Audi	A6 Sedan PAB (C)
9	2010 - 2010	Audi	S6 Sedan PAB (B)
9	2009 - 2009	Audi	S6 Sedan PAB (C)
9	2013 - 2013	BMW	X5 PAB (A)
9	2010 - 2010	BMW	X5 PAB (B)
9	2009 - 2011	BMW	X5 PAB (C)
9	2010 - 2010	BMW	X6 Hybrid PAB (B)
9	2013 - 2013	BMW	X6 PAB (A)
9	2010 - 2010	BMW	X6 PAB (B)
9	2009 - 2009	BMW	X6 PAB (C)
9	2013 - 2013	Cadillac	Escalade ESV PAB (A)
9	2010 - 2010	Cadillac	Escalade ESV PAB (B)
9	2009 - 2009	Cadillac	Escalade ESV PAB (C)
9	2013 - 2013	Cadillac	Escalade EXT PAB (A)
9	2010 - 2010	Cadillac	Escalade EXT PAB (B)
9	2009 - 2009	Cadillac	Escalade EXT PAB (C)
9	2013 - 2013	Cadillac	Escalade PAB (A)
9	2010 - 2010	Cadillac	Escalade PAB (B)
9	2009 - 2009	Cadillac	Escalade PAB (C)
9	2013 - 2013	Chevrolet	Avalanche PAB (A)
9	2010 - 2010	Chevrolet	Avalanche PAB (B)
9	2009 - 2009	Chevrolet	Avalanche PAB (C)
9	2013 - 2013	Chevrolet	Silverado HD PAB (A)
9	2010 - 2010	Chevrolet	Silverado HD PAB (B)
9	2009 - 2009	Chevrolet	Silverado HD PAB (C)
9	2013 - 2013	Chevrolet	Silverado LD PAB (A)
9	2010 - 2010	Chevrolet	Silverado LD PAB (B)
9	2009 - 2009	Chevrolet	Silverado LD PAB (C)
9	2013 - 2013	Chevrolet	Suburban PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2010 - 2010	Chevrolet	Suburban PAB (B)
9	2009 - 2009	Chevrolet	Suburban PAB (C)
9	2013 - 2013	Chevrolet	Tahoe PAB (A)
9	2010 - 2010	Chevrolet	Tahoe PAB (B)
9	2009 - 2009	Chevrolet	Tahoe PAB (C)
9	2013 - 2013	Chrysler	300 PAB (A)
9	2010 - 2010	Chrysler	300 PAB (B)
9	2009 - 2009	Chrysler	300 PAB (C)
9	2009 - 2009	Chrysler	Aspen PAB (C)
9	2013 - 2013	Dodge	Challenger PAB (A)
9	2010 - 2010	Dodge	Challenger PAB (B)
9	2009 - 2009	Dodge	Challenger PAB (C)
9	2013 - 2013	Dodge	Charger PAB (A)
9	2010 - 2010	Dodge	Charger PAB (B)
9	2009 - 2009	Dodge	Charger PAB (C)
9	2010 - 2010	Dodge	Dakota PAB (B)
9	2009 - 2009	Dodge	Dakota PAB (C)
9	2009 - 2009	Dodge	Durango PAB (C)
9	2009 - 2009	Dodge	Ram 2500 Pickup PAB (C)
9	2010 - 2010	Dodge	Ram 3500 Cab Chassis PAB (B)
9	2009 - 2009	Dodge	Ram 3500 Cab Chassis PAB (C)
9	2009 - 2009	Dodge	Ram 3500 Pickup PAB (C)
9	2010 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (B)
9	2009 - 2009	Dodge	Ram 4500/5500 Cab Chassis PAB (C)
9	2013 - 2013	Ferrari	458 Italia PAB (A)
9	2013 - 2013	Ferrari	458 Italia PAB (B)
9	2013 - 2013	Ferrari	458 Italia PAB (C)
9	2013 - 2013	Ferrari	458 Spider PAB (A)
9	2013 - 2013	Ferrari	458 Spider PAB (B)
9	2013 - 2013	Ferrari	458 Spider PAB (C)
9	2013 - 2013	Ferrari	California PAB (A)
9	2013 - 2013	Ferrari	California PAB (B)
9	2013 - 2013	Ferrari	California PAB (C)
9	2013 - 2013	Ferrari	F12 PAB (A)
9	2013 - 2013	Ferrari	F12 PAB (B)
9	2013 - 2013	Ferrari	F12 PAB (C)
9	2013 - 2013	Ferrari	FF PAB (A)
9	2013 - 2013	Ferrari	FF PAB (B)
9	2013 - 2013	Ferrari	FF PAB (C)
9	2010 - 2010	Ford	Edge PAB (B)
9	2009 - 2009	Ford	Edge PAB (C)
9	2010 - 2010	Ford	Fusion PAB (B)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2009 - 2009	Ford	Fusion PAB (C)
9	2013 - 2013	Ford	Mustang PAB (A)
9	2010 - 2010	Ford	Mustang PAB (B)
9	2009 - 2009	Ford	Mustang PAB (C)
9	2010 - 2010	Ford	Ranger PAB (B)
9	2009 - 2009	Ford	Ranger PAB (C)
9	2010 - 2010	Freightliner	Sprinter PAB (B)
9	2009 - 2009	Freightliner	Sprinter PAB (C)
9	2013 - 2013	GMC	Sierra HD PAB (A)
9	2010 - 2010	GMC	Sierra HD PAB (B)
9	2009 - 2009	GMC	Sierra HD PAB (C)
9	2013 - 2013	GMC	Sierra LD PAB (A)
9	2010 - 2010	GMC	Sierra LD PAB (B)
9	2009 - 2009	GMC	Sierra LD PAB (C)
9	2013 - 2013	GMC	Yukon PAB (A)
9	2010 - 2010	GMC	Yukon PAB (B)
9	2009 - 2009	GMC	Yukon PAB (C)
9	2013 - 2013	GMC	Yukon XL PAB (A)
9	2010 - 2010	GMC	Yukon XL PAB (B)
9	2009 - 2009	GMC	Yukon XL PAB (C)
9	2010 - 2010	Honda	ACCORD PAB (B)
9	2009 - 2009	Honda	ACCORD PAB (C)
9	2010 - 2010	Honda	CIVIC HYBRID PAB (B)
9	2009 - 2009	Honda	CIVIC HYBRID PAB (C)
9	2010 - 2010	Honda	CIVIC NGV PAB (B)
9	2009 - 2009	Honda	CIVIC NGV PAB (C)
9	2010 - 2010	Honda	CIVIC PAB (B)
9	2009 - 2009	Honda	CIVIC PAB (C)
9	2013 - 2013	Honda	CROSSTOUR PAB (A)
9	2010 - 2010	Honda	CROSSTOUR PAB (B)
9	2010 - 2010	Honda	CR-V PAB (B)
9	2009 - 2009	Honda	CR-V PAB (C)
9	2010 - 2010	Honda	ELEMENT PAB (B)
9	2009 - 2009	Honda	ELEMENT PAB (C)
9	2013 - 2013	Honda	FCX CLARITY PAB (A)
9	2013 - 2013	Honda	FIT EV PAB (A)
9	2013 - 2013	Honda	FIT PAB (A)
9	2010 - 2010	Honda	FIT PAB (B)
9	2009 - 2009	Honda	FIT PAB (C)
9	2013 - 2013	Honda	INSIGHT PAB (A)
9	2010 - 2010	Honda	INSIGHT PAB (B)
9	2013 - 2013	Honda	PILOT PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2010 - 2010	Honda	PILOT PAB (B)
9	2009 - 2009	Honda	PILOT PAB (C)
9	2013 - 2013	Honda	RIDGELINE PAB (A)
9	2010 - 2010	Honda	RIDGELINE PAB (B)
9	2009 - 2009	Honda	RIDGELINE PAB (C)
9	2010 - 2010	Infiniti	M PAB (B)
9	2009 - 2009	Infiniti	M PAB (C)
9	2013 - 2013	Jaguar	XF PAB (A)
9	2010 - 2010	Jaguar	XF PAB (B)
9	2009 - 2009	Jaguar	XF PAB (C)
9	2013 - 2013	Jeep	Wrangler PAB (A)
9	2010 - 2010	Jeep	Wrangler PAB (B)
9	2009 - 2009	Jeep	Wrangler PAB (C)
9	2010 - 2010	Land Rover	Range Rover PAB (B)
9	2009 - 2009	Land Rover	Range Rover PAB (C)
9	2010 - 2010	Lexus	ES350 PAB (B)
9	2009 - 2009	Lexus	ES350 PAB (C)
9	2013 - 2013	Lexus	GX460 PAB (A)
9	2010 - 2010	Lexus	GX460 PAB (B)
9	2013 - 2013	Lexus	IS250/350 PAB (A)
9	2010 - 2010	Lexus	IS250/350 PAB (B)
9	2009 - 2009	Lexus	IS250/350 PAB (C)
9	2013 - 2013	Lexus	IS250C/350C PAB (A)
9	2010 - 2010	Lexus	IS250C/350C PAB (B)
9	2013 - 2013	Lexus	IS-F PAB (A)
9	2010 - 2010	Lexus	IS-F PAB (B)
9	2009 - 2009	Lexus	IS-F PAB (C)
9	2010 - 2010	Lincoln	MKX PAB (B)
9	2009 - 2009	Lincoln	MKX PAB (C)
9	2010 - 2010	Lincoln	Zephyr/MKZ PAB (B)
9	2009 - 2009	Lincoln	Zephyr/MKZ PAB (C)
9	2009 - 2009	Mazda	B-Series PAB (C)
9	2010 - 2010	Mazda	CX7 PAB (B)
9	2009 - 2009	Mazda	CX7 PAB (C)
9	2013 - 2013	Mazda	CX9 PAB (A)
9	2010 - 2010	Mazda	CX9 PAB (B)
9	2009 - 2009	Mazda	CX9 PAB (C)
9	2010 - 2010	Mazda	Mazda6 PAB (B)
9	2009 - 2009	Mazda	Mazda6 PAB (C)
9	2010 - 2010	Mazda	RX8 PAB (B)
9	2009 - 2009	Mazda	RX8 PAB (C)
9	2013 - 2013	McLaren	MP4-12C PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2013 - 2013	McLaren	MP4-12C PAB (B)
9	2013 - 2013	McLaren	MP4-12C PAB (C)
9	2013 - 2013	McLaren	P1TM PAB (A)
9	2013 - 2013	Mercedes-Benz	C-Class PAB (A)
9	2010 - 2010	Mercedes-Benz	C-Class PAB (B)
9	2009 - 2009	Mercedes-Benz	C-Class PAB (C)
9	2013 - 2013	Mercedes-Benz	E-Class Cabrio PAB (A)
9	2013 - 2013	Mercedes-Benz	E-Class Coupe PAB (A)
9	2010 - 2010	Mercedes-Benz	E-Class Coupe PAB (B)
9	2013 - 2013	Mercedes-Benz	GLK Class PAB (A)
9	2010 - 2010	Mercedes-Benz	GLK Class PAB (B)
9	2013 - 2013	Mercedes-Benz	SLS-Class PAB (A)
9	2010 - 2010	Mercedes-Benz	Sprinter PAB (B)
9	2010 - 2010	Mercury	Milan PAB (B)
9	2009 - 2009	Mercury	Milan PAB (C)
9	2009 - 2009	Mitsubishi	Raider PAB (C)
9	2010 - 2010	Nissan	Versa PAB (B)
9	2009 - 2009	Nissan	Versa PAB (C)
9	2010 - 2010	Pontiac	Vibe PAB (B)
9	2009 - 2009	Pontiac	Vibe PAB (C)
9	2013 - 2013	Scion	xB PAB (A)
9	2010 - 2010	Scion	xB PAB (B)
9	2009 - 2009	Scion	xB PAB (C)
9	2013 - 2013	Subaru	Forester PAB (A)
9	2010 - 2010	Subaru	Forester PAB (B)
9	2009 - 2009	Subaru	Forester PAB (C)
9	2010 - 2010	Subaru	Impreza PAB (B)
9	2009 - 2009	Subaru	Impreza PAB (C)
9	2013 - 2013	Subaru	Legacy PAB (A)
9	2010 - 2010	Subaru	Legacy PAB (B)
9	2009 - 2009	Subaru	Legacy PAB (C)
9	2013 - 2013	Subaru	Outback PAB (A)
9	2010 - 2010	Subaru	Outback PAB (B)
9	2009 - 2009	Subaru	Outback PAB (C)
9	2013 - 2013	Subaru	Tribeca PAB (A)
9	2010 - 2010	Subaru	Tribeca PAB (B)
9	2009 - 2009	Subaru	Tribeca PAB (C)
9	2013 - 2013	Subaru	WRX/STI PAB (A)
9	2013 - 2013	Tesla	Model S PAB (A)
9	2013 - 2013	Toyota	4Runner PAB (A)
9	2010 - 2010	Toyota	4Runner PAB (B)
9	2013 - 2013	Toyota	Corolla PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
9	2010 - 2010	Toyota	Corolla PAB (B)
9	2009 - 2009	Toyota	Corolla PAB (C)
9	2013 - 2013	Toyota	Matrix PAB (A)
9	2010 - 2010	Toyota	Matrix PAB (B)
9	2009 - 2009	Toyota	Matrix PAB (C)
9	2013 - 2013	Toyota	Sienna PAB (A)
9	2010 - 2010	Toyota	Yaris (Hatch Back) PAB (B)
9	2009 - 2009	Toyota	Yaris (Hatch Back) PAB (C)
9	2010 - 2010	Toyota	Yaris (Sedan) PAB (B)
9	2009 - 2009	Toyota	Yaris (Sedan) PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2010 - 2014	Acura	TSX PAB (C)
10	2011 - 2013	Acura	ZDX PAB (B)
10	2010 - 2013	Acura	ZDX PAB (C)
10	2011 - 2011	Audi	A6 Avant PAB (B)
10	2010 - 2011	Audi	A6 Avant PAB (C)
10	2011 - 2011	Audi	A6 Sedan PAB (B)
10	2010 - 2011	Audi	A6 Sedan PAB (C)
10	2017 - 2017	Audi	R8 DAB (A)
10	2017 - 2017	Audi	R8 DAB (B)
10	2017 - 2017	Audi	R8 DAB (C)
10	2011 - 2011	Audi	S6 Sedan PAB (B)
10	2010 - 2011	Audi	S6 Sedan PAB (C)
10	2016 - 2017	Audi	TT DAB (A)
10	2016 - 2017	Audi	TT DAB (B)
10	2016 - 2017	Audi	TT DAB (C)
10	2015 - 2015	BMW	X1 DAB (A)
10	2015 - 2015	BMW	X1 DAB (B)
10	2015 - 2015	BMW	X1 DAB (C)
10	2011 - 2013	BMW	X5 PAB (B)
10	2012 - 2013	BMW	X5 PAB (C)
10	2011 - 2011	BMW	X6 Hybrid PAB (B)
10	2010 - 2011	BMW	X6 Hybrid PAB (C)
10	2014 - 2014	BMW	X6 PAB (A)
10	2011 - 2014	BMW	X6 PAB (B)
10	2010 - 2014	BMW	X6 PAB (C)
10	2014 - 2014	Cadillac	Escalade ESV PAB (A)
10	2011 - 2014	Cadillac	Escalade ESV PAB (B)
10	2010 - 2014	Cadillac	Escalade ESV PAB (C)
10	2011 - 2013	Cadillac	Escalade EXT PAB (B)
10	2010 - 2013	Cadillac	Escalade EXT PAB (C)
10	2014 - 2014	Cadillac	Escalade PAB (A)
10	2011 - 2014	Cadillac	Escalade PAB (B)
10	2010 - 2014	Cadillac	Escalade PAB (C)
10	2011 - 2013	Chevrolet	Avalanche PAB (B)
10	2010 - 2013	Chevrolet	Avalanche PAB (C)
10	2014 - 2014	Chevrolet	Silverado HD PAB (A)
10	2011 - 2014	Chevrolet	Silverado HD PAB (B)
10	2010 - 2014	Chevrolet	Silverado HD PAB (C)
10	2011 - 2013	Chevrolet	Silverado LD PAB (B)
10	2010 - 2013	Chevrolet	Silverado LD PAB (C)
10	2014 - 2014	Chevrolet	Suburban PAB (A)
10	2011 - 2014	Chevrolet	Suburban PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2010 - 2014	Chevrolet	Suburban PAB (C)
10	2014 - 2014	Chevrolet	Tahoe PAB (A)
10	2011 - 2014	Chevrolet	Tahoe PAB (B)
10	2010 - 2014	Chevrolet	Tahoe PAB (C)
10	2014 - 2015	Chrysler	300 PAB (A)
10	2011 - 2015	Chrysler	300 PAB (B)
10	2010 - 2015	Chrysler	300 PAB (C)
10	2014 - 2014	Dodge	Challenger PAB (A)
10	2011 - 2014	Dodge	Challenger PAB (B)
10	2010 - 2014	Dodge	Challenger PAB (C)
10	2014 - 2015	Dodge	Charger PAB (A)
10	2011 - 2015	Dodge	Charger PAB (B)
10	2010 - 2015	Dodge	Charger PAB (C)
10	2011 - 2011	Dodge	Dakota PAB (B)
10	2010 - 2011	Dodge	Dakota PAB (C)
10	2010 - 2010	Dodge	Ram 3500 Cab Chassis PAB (C)
10	2010 - 2010	Dodge	Ram 4500/5500 Cab Chassis PAB (C)
10	2014 - 2015	Ferrari	458 Italia PAB (A)
10	2014 - 2015	Ferrari	458 Italia PAB (B)
10	2014 - 2015	Ferrari	458 Italia PAB (C)
10	2015 - 2015	Ferrari	458 Speciale A PAB (A)
10	2015 - 2015	Ferrari	458 Speciale A PAB (B)
10	2015 - 2015	Ferrari	458 Speciale A PAB (C)
10	2014 - 2015	Ferrari	458 Speciale PAB (A)
10	2014 - 2015	Ferrari	458 Speciale PAB (B)
10	2014 - 2015	Ferrari	458 Speciale PAB (C)
10	2014 - 2015	Ferrari	458 Spider PAB (A)
10	2014 - 2015	Ferrari	458 Spider PAB (B)
10	2014 - 2015	Ferrari	458 Spider PAB (C)
10	2016 - 2017	Ferrari	488 GTB PAB (A)
10	2016 - 2017	Ferrari	488 GTB PAB (B)
10	2016 - 2017	Ferrari	488 GTB PAB (C)
10	2016 - 2017	Ferrari	488 Spider PAB (A)
10	2016 - 2017	Ferrari	488 Spider PAB (B)
10	2016 - 2017	Ferrari	488 Spider PAB (C)
10	2014 - 2014	Ferrari	California PAB (A)
10	2014 - 2014	Ferrari	California PAB (B)
10	2014 - 2014	Ferrari	California PAB (C)
10	2015 - 2017	Ferrari	California T PAB (A)
10	2015 - 2017	Ferrari	California T PAB (B)
10	2015 - 2017	Ferrari	California T PAB (C)
10	2014 - 2017	Ferrari	F12 PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
10	2014 - 2017	Ferrari	F12 PAB (B)
10	2014 - 2017	Ferrari	F12 PAB (C)
10	2016 - 2017	Ferrari	F12 tdf PAB (A)
10	2016 - 2017	Ferrari	F12 tdf PAB (B)
10	2016 - 2017	Ferrari	F12 tdf PAB (C)
10	2016 - 2016	Ferrari	F60 PAB (A)
10	2016 - 2016	Ferrari	F60 PAB (B)
10	2016 - 2016	Ferrari	F60 PAB (C)
10	2014 - 2016	Ferrari	FF PAB (A)
10	2014 - 2016	Ferrari	FF PAB (B)
10	2014 - 2016	Ferrari	FF PAB (C)
10	2017 - 2017	Ferrari	GTC4Lusso PAB (A)
10	2017 - 2017	Ferrari	GTC4Lusso PAB (B)
10	2017 - 2017	Ferrari	GTC4Lusso PAB (C)
10	2012 - 2012	Fisker	Karma PAB (B)
10	2012 - 2012	Fisker	Karma PAB (C)
10	2010 - 2010	Ford	Edge PAB (C)
10	2011 - 2012	Ford	Fusion PAB (B)
10	2010 - 2012	Ford	Fusion PAB (C)
10	2014 - 2014	Ford	Mustang PAB (A)
10	2011 - 2014	Ford	Mustang PAB (B)
10	2010 - 2014	Ford	Mustang PAB (C)
10	2011 - 2011	Ford	Ranger PAB (B)
10	2010 - 2011	Ford	Ranger PAB (C)
10	2015 - 2017	Freightliner	Sprinter DAB (A)
10	2015 - 2017	Freightliner	Sprinter DAB (B)
10	2015 - 2017	Freightliner	Sprinter DAB (C)
10	2011 - 2011	Freightliner	Sprinter PAB (B)
10	2010 - 2011	Freightliner	Sprinter PAB (C)
10	2014 - 2014	GMC	Sierra HD PAB (A)
10	2011 - 2014	GMC	Sierra HD PAB (B)
10	2010 - 2014	GMC	Sierra HD PAB (C)
10	2011 - 2013	GMC	Sierra LD PAB (B)
10	2010 - 2013	GMC	Sierra LD PAB (C)
10	2014 - 2014	GMC	Yukon PAB (A)
10	2011 - 2014	GMC	Yukon PAB (B)
10	2010 - 2014	GMC	Yukon PAB (C)
10	2014 - 2014	GMC	Yukon XL PAB (A)
10	2011 - 2014	GMC	Yukon XL PAB (B)
10	2010 - 2014	GMC	Yukon XL PAB (C)
10	2011 - 2012	Honda	ACCORD PAB (B)
10	2010 - 2012	Honda	ACCORD PAB (C)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2011 - 2011	Honda	CIVIC HYBRID PAB (B)
10	2010 - 2011	Honda	CIVIC HYBRID PAB (C)
10	2011 - 2011	Honda	CIVIC NGV PAB (B)
10	2010 - 2011	Honda	CIVIC NGV PAB (C)
10	2011 - 2011	Honda	CIVIC PAB (B)
10	2010 - 2011	Honda	CIVIC PAB (C)
10	2014 - 2015	Honda	CROSSTOUR PAB (A)
10	2011 - 2015	Honda	CROSSTOUR PAB (B)
10	2010 - 2015	Honda	CROSSTOUR PAB (C)
10	2011 - 2011	Honda	CR-V PAB (B)
10	2010 - 2011	Honda	CR-V PAB (C)
10	2011 - 2011	Honda	ELEMENT PAB (B)
10	2010 - 2011	Honda	ELEMENT PAB (C)
10	2014 - 2014	Honda	FCX CLARITY PAB (A)
10	2014 - 2014	Honda	FIT EV PAB (A)
10	2011 - 2013	Honda	FIT PAB (B)
10	2010 - 2013	Honda	FIT PAB (C)
10	2014 - 2014	Honda	INSIGHT PAB (A)
10	2011 - 2014	Honda	INSIGHT PAB (B)
10	2010 - 2014	Honda	INSIGHT PAB (C)
10	2014 - 2015	Honda	PILOT PAB (A)
10	2011 - 2015	Honda	PILOT PAB (B)
10	2010 - 2015	Honda	PILOT PAB (C)
10	2014 - 2014	Honda	RIDGELINE PAB (A)
10	2011 - 2014	Honda	RIDGELINE PAB (B)
10	2010 - 2014	Honda	RIDGELINE PAB (C)
10	2010 - 2010	Infiniti	M PAB (C)
10	2014 - 2015	Jaguar	XF PAB (A)
10	2011 - 2015	Jaguar	XF PAB (B)
10	2010 - 2015	Jaguar	XF PAB (C)
10	2014 - 2016	Jeep	Wrangler PAB (A)
10	2011 - 2016	Jeep	Wrangler PAB (B)
10	2010 - 2016	Jeep	Wrangler PAB (C)
10	2011 - 2012	Land Rover	Range Rover PAB (B)
10	2010 - 2012	Land Rover	Range Rover PAB (C)
10	2011 - 2012	Lexus	ES350 PAB (B)
10	2010 - 2012	Lexus	ES350 PAB (C)
10	2014 - 2017	Lexus	GX460 PAB (A)
10	2011 - 2017	Lexus	GX460 PAB (B)
10	2010 - 2017	Lexus	GX460 PAB (C)
10	2011 - 2013	Lexus	IS250/350 PAB (B)
10	2010 - 2013	Lexus	IS250/350 PAB (C)



<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2014 - 2015	Lexus	IS250C/350C PAB (A)
10	2011 - 2015	Lexus	IS250C/350C PAB (B)
10	2010 - 2015	Lexus	IS250C/350C PAB (C)
10	2014 - 2014	Lexus	IS-F PAB (A)
10	2011 - 2014	Lexus	IS-F PAB (B)
10	2010 - 2014	Lexus	IS-F PAB (C)
10	2012 - 2012	Lexus	LFA PAB (B)
10	2012 - 2012	Lexus	LFA PAB (C)
10	2010 - 2010	Lincoln	MKX PAB (C)
10	2011 - 2012	Lincoln	Zephyr/MKZ PAB (B)
10	2010 - 2012	Lincoln	Zephyr/MKZ PAB (C)
10	2011 - 2012	Mazda	CX7 PAB (B)
10	2010 - 2012	Mazda	CX7 PAB (C)
10	2014 - 2015	Mazda	CX9 PAB (A)
10	2011 - 2015	Mazda	CX9 PAB (B)
10	2010 - 2015	Mazda	CX9 PAB (C)
10	2011 - 2011	Mazda	Mazda6 PAB (B)
10	2010 - 2011	Mazda	Mazda6 PAB (C)
10	2011 - 2011	Mazda	RX8 PAB (B)
10	2010 - 2011	Mazda	RX8 PAB (C)
10	2016 - 2017	McLaren	570 PAB (A)
10	2016 - 2017	McLaren	570 PAB (B)
10	2016 - 2017	McLaren	570 PAB (C)
10	2015 - 2016	McLaren	650S PAB (A)
10	2015 - 2016	McLaren	650S PAB (B)
10	2015 - 2016	McLaren	650S PAB (C)
10	2016 - 2016	McLaren	675LT PAB (A)
10	2016 - 2016	McLaren	675LT PAB (B)
10	2016 - 2016	McLaren	675LT PAB (C)
10	2014 - 2014	McLaren	MP4-12C PAB (A)
10	2014 - 2014	McLaren	MP4-12C PAB (B)
10	2014 - 2014	McLaren	MP4-12C PAB (C)
10	2014 - 2015	McLaren	P1TM PAB (A)
10	2014 - 2015	McLaren	P1TM PAB (B)
10	2014 - 2015	McLaren	P1TM PAB (C)
10	2014 - 2014	Mercedes-Benz	C-Class PAB (A)
10	2011 - 2014	Mercedes-Benz	C-Class PAB (B)
10	2010 - 2014	Mercedes-Benz	C-Class PAB (C)
10	2014 - 2017	Mercedes-Benz	E-Class Cabrio PAB (A)
10	2011 - 2017	Mercedes-Benz	E-Class Cabrio PAB (B)
10	2011 - 2017	Mercedes-Benz	E-Class Cabrio PAB (C)
10	2014 - 2017	Mercedes-Benz	E-Class Coupe PAB (A)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflator Position &amp; (Zone)</b>
10	2011 - 2017	Mercedes-Benz	E-Class Coupe PAB (B)
10	2010 - 2017	Mercedes-Benz	E-Class Coupe PAB (C)
10	2014 - 2015	Mercedes-Benz	GLK Class PAB (A)
10	2011 - 2015	Mercedes-Benz	GLK Class PAB (B)
10	2010 - 2015	Mercedes-Benz	GLK Class PAB (C)
10	2015 - 2015	Mercedes-Benz	SLS-Class DAB (A)
10	2015 - 2015	Mercedes-Benz	SLS-Class DAB (B)
10	2015 - 2015	Mercedes-Benz	SLS-Class DAB (C)
10	2014 - 2015	Mercedes-Benz	SLS-Class PAB (A)
10	2011 - 2015	Mercedes-Benz	SLS-Class PAB (B)
10	2011 - 2015	Mercedes-Benz	SLS-Class PAB (C)
10	2015 - 2017	Mercedes-Benz	Sprinter DAB (A)
10	2015 - 2017	Mercedes-Benz	Sprinter DAB (B)
10	2015 - 2017	Mercedes-Benz	Sprinter DAB (C)
10	2011 - 2011	Mercedes-Benz	Sprinter PAB (B)
10	2010 - 2011	Mercedes-Benz	Sprinter PAB (C)
10	2011 - 2011	Mercury	Milan PAB (B)
10	2010 - 2011	Mercury	Milan PAB (C)
10	2016 - 2017	Mitsubishi	i-MiEV PAB (A)
10	2016 - 2017	Mitsubishi	i-MiEV PAB (B)
10	2016 - 2017	Mitsubishi	i-MiEV PAB (C)
10	2011 - 2012	Nissan	Versa PAB (B)
10	2010 - 2012	Nissan	Versa PAB (C)
10	2010 - 2010	Pontiac	Vibe PAB (C)
10	2014 - 2015	Scion	xB PAB (A)
10	2011 - 2015	Scion	xB PAB (B)
10	2010 - 2015	Scion	xB PAB (C)
10	2011 - 2013	Subaru	Forester PAB (B)
10	2010 - 2013	Subaru	Forester PAB (C)
10	2011 - 2011	Subaru	Impreza PAB (B)
10	2010 - 2011	Subaru	Impreza PAB (C)
10	2014 - 2014	Subaru	Legacy PAB (A)
10	2011 - 2014	Subaru	Legacy PAB (B)
10	2010 - 2014	Subaru	Legacy PAB (C)
10	2014 - 2014	Subaru	Outback PAB (A)
10	2011 - 2014	Subaru	Outback PAB (B)
10	2010 - 2014	Subaru	Outback PAB (C)
10	2014 - 2014	Subaru	Tribeca PAB (A)
10	2011 - 2014	Subaru	Tribeca PAB (B)
10	2010 - 2014	Subaru	Tribeca PAB (C)
10	2014 - 2014	Subaru	WRX/STI PAB (A)
10	2012 - 2014	Subaru	WRX/STI PAB (B)

<b>PG</b>	<b>Model Years</b>	<b>Make</b>	<b>Model, Inflater Position &amp; (Zone)</b>
10	2012 - 2014	Subaru	WRX/STI PAB (C)
10	2014 - 2016	Tesla	Model S PAB (A)
10	2012 - 2016	Tesla	Model S PAB (B)
10	2012 - 2016	Tesla	Model S PAB (C)
10	2014 - 2016	Toyota	4Runner PAB (A)
10	2011 - 2016	Toyota	4Runner PAB (B)
10	2010 - 2016	Toyota	4Runner PAB (C)
10	2011 - 2013	Toyota	Corolla PAB (B)
10	2010 - 2013	Toyota	Corolla PAB (C)
10	2011 - 2013	Toyota	Matrix PAB (B)
10	2010 - 2013	Toyota	Matrix PAB (C)
10	2014 - 2014	Toyota	Sienna PAB (A)
10	2011 - 2014	Toyota	Sienna PAB (B)
10	2011 - 2014	Toyota	Sienna PAB (C)
10	2011 - 2011	Toyota	Yaris (Hatch Back) PAB (B)
10	2010 - 2011	Toyota	Yaris (Hatch Back) PAB (C)
10	2011 - 2012	Toyota	Yaris (Sedan) PAB (B)
10	2010 - 2012	Toyota	Yaris (Sedan) PAB (C)
10	2016 - 2017	Volkswagen	CC DAB (A)
10	2016 - 2017	Volkswagen	CC DAB (A)
10	2016 - 2017	Volkswagen	CC DAB (A)
10	2016 - 2017	Volkswagen	CC DAB (B)
10	2016 - 2017	Volkswagen	CC DAB (B)
10	2016 - 2017	Volkswagen	CC DAB (B)
10	2016 - 2017	Volkswagen	CC DAB (C)
10	2016 - 2017	Volkswagen	CC DAB (C)
10	2016 - 2017	Volkswagen	CC DAB (C)

**END OF ANNEX**

**EXHIBIT 4**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM**

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] FINAL JUDGMENT**

IT IS on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, HEREBY ADJUDGED  
AND DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 54(b) AND 58  
AS FOLLOWS:

(1) On this date, the Court entered a Final Order Approving Class Action Settlement  
(Dkt. No. \_\_); and

(2) For the reasons stated in the Court's Final Order Approving Class Action  
Settlement, judgment is entered in accordance with the Final Order Approving Class Action  
Settlement asserted against BMW in this Action are dismissed with prejudice, without costs to any  
party, except as otherwise provided in the Final Order Approving Class Action Settlement or in  
the Settlement Agreement.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_ 2023.

---

FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

**EXHIBIT 5**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM**

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] FINAL ORDER APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

**WHEREAS**, the Court, having considered the Settlement Agreement filed on \_\_\_\_ (the “Settlement Agreement”) between and among the named Plaintiffs, through Settlement Class Counsel, and Defendants BMW of North America, LLC and BMW Manufacturing Co., LLC (collectively “BMW”), the Court’s \_\_\_\_\_ Order Granting Preliminary Approval of the Class Settlement, Directing Notice to the Class, and Scheduling Final Approval Hearing (Dkt. No. \_\_\_\_ ) (the “Preliminary Approval Order”), having held a Final Approval Hearing on \_\_\_\_\_, and having considered all of the submissions and arguments with respect to the Settlement Agreement, and otherwise being fully informed, and good cause appearing therefore (all capitalized terms as defined in the Settlement Agreement);

**IT IS HEREBY ORDERED AS FOLLOWS:**

1. This Final Order Approving Class Action Settlement incorporates herein and makes a part hereof, the Settlement Agreement and its exhibits, and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Final Order and accompanying Final Judgment.

2. The Court has personal jurisdiction over all Parties in the Action, including, but not limited to, all Class Members, and has subject matter jurisdiction over the Action, including, without limitation, jurisdiction to approve the Settlement Agreement, grant final certification of the Class, to settle and release all claims released in the Settlement Agreement, and to dismiss the economic loss claims asserted against BMW in the Actions with prejudice and enter final judgment with respect to BMW in the Actions. Further, venue is proper in this Court.

**I. THE SETTLEMENT CLASS**

3. Based on the record before the Court, including all submissions in support of the settlement set forth in the Settlement Agreement, objections and responses thereto and all prior proceedings in the Action, as well as the Settlement Agreement itself and its related documents and exhibits, the Court hereby confirms the certification of the following nationwide Class (the “Class”) for settlement purposes only:

All Automotive Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) BMW, their officers, directors and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and BMW’s Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

“Automotive Recyclers” means all persons who and entities which purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of said purchase, were engaged, in the business of automotive salvage or recycling, or that recycled, re-furnished, or removed for sale or re-sale, second-hand Takata Inflators or Takata Inflator-related component parts.

4. The Court finds that only those persons/entities/organizations listed on Appendix B to this Final Order Approving Class Action Settlement have timely and properly excluded themselves from the Class and, therefore, are not bound by this Final Order Approving Class Action Settlement or the accompanying Final Judgment.

5. The Court confirms, for settlement purposes and conditioned upon the entry of the Final Order and Final Judgment and upon the occurrence of the Effective Date, that the Class meets all the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3):

a. *Numerosity.* The Class, which is ascertainable, consists of approximately 16,300 members located throughout the United States and satisfies the numerosity requirement of FED. R. CIV. P. 23(a)(1). Joinder of these widely dispersed, numerous Class Members into one suit would be impracticable.

b. *Commonality.* There are some questions of law or fact common to the Class with regard to the alleged activities of BMW in this case. These issues are sufficient to establish commonality under FED. R. CIV. P. 23(a)(2).

c. *Typicality.* The claims of class representatives are typical of the claims of the Class Members they seek to represent for purposes of settlement.

d. *Adequate Representation.* Recycler Plaintiffs’ interests do not conflict with those of absent members of the Class, and Recycler Plaintiffs’ interests are co-extensive with those of absent Class Members. Additionally, this Court recognizes the experience of Settlement Class Counsel. Recycler Plaintiffs and their counsel have prosecuted this action vigorously on behalf of



the Class. The Court finds that the requirement of adequate representation of the Class has been fully met under FED. R. CIV. P. 23(a)(4).

e. *Predominance of Common Issues.* The questions of law or fact common to the Class Members predominate over any questions affecting any individual Class Member.

f. *Superiority of the Class Action Mechanism.* The class action mechanism provides a superior procedural vehicle for resolution of this matter compared to other available alternatives. Class certification promotes efficiency and uniformity of judgment because the many Class Members will not be forced to separately pursue claims or execute settlements in various courts around the country.

6. The designated class representatives are as follows: 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.; Quartno's Auto Salvage and Young's Auto Center and Salvage, LP. The Court finds that these Class Members have adequately represented the Class for purposes of entering into and implementing the Settlement Agreement. The Court appoints Podhurst Orseck, P.A. (Court-appointed Chair Lead Counsel); Boies, Schiller & Flexner L.L.P. and Power, Rogers and Smith, P.C., (Court-appointed Co-Lead Counsel for the Economic Loss Track); and Baron & Budd P.C., Carella Byrne Cecchi Olstein P.C., and Lief Cabraser Heimann & Bernstein, LLP (Court-appointed Plaintiffs' Steering Committee) on behalf of the Plaintiffs in the *Takata* MDL as Settlement Class Counsel.

7. In making all of the foregoing findings, the Court has exercised its discretion in certifying the Class.

## **II. NOTICE AND OUTREACH TO CLASS MEMBERS**

8. The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. CIV. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

9. The Court further finds that Settling Defendants, through the Settlement Notice Administrator, provided notice of the settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety (90) day time period to comment or object to the Settlement Agreement before entering its Final Order and Final Judgment.

## **III. FINAL APPROVAL OF SETTLEMENT AGREEMENT**

10. The Court finds that the Settlement Agreement resulted from extensive arm's-length good faith negotiations between Settlement Class Counsel and Settling Defendants, through

experienced counsel.

11. Pursuant to FED. R. CIV. P. 23(e), the Court hereby finally approves in all respects the Settlement as set forth in the Settlement Agreement and finds that the Settlement Agreement, and all other parts of the settlement are, in all respects, fair, adequate, and reasonable and in the best interest of the Class and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act, and any other applicable law. The Court hereby declares that the Settlement Agreement is binding on all Class Members, except those identified on Appendix B, and it is to be preclusive in the Action. The decisions of the Settlement Claims Administrator relating to the review, processing, determination, and payment of Claims submitted pursuant to the Settlement Agreement are final and not appealable.

12. The Court finds that the Settlement Agreement is fair, adequate, and reasonable based on, among other things, the following factors: (a) there is no fraud or collusion underlying the Settlement Agreement; (b) the complexity, expense, uncertainty, and likely duration of litigation in the Action favor settlement on behalf of the Class; (c) the stage of the proceedings and the amount of discovery completed; (d) the probability of the Plaintiffs' success on the merits; (e) the range of possible recovery; and (f) the opinions of the Settlement Class Counsel, Class Representatives, and the substance and amount of opposition to the Settlement. *In re Checking Acct. Overdraft Litig.*, 830 F. Supp. 2d 1330, 1345 (S.D. Fla. 2011).

13. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement. In addition, the Parties are authorized to agree to and adopt such amendments and modifications to the Settlement Agreement as: (i) shall be consistent in all material respects with this Final Order Approving Class Action

Settlement; and (ii) do not limit the rights of the Class.

14. The Court has considered all objections, timely and proper or otherwise, to the Settlement Agreement and denies and overrules them as without merit.

#### **IV. ATTORNEYS' COSTS AND SETTLEMENT INCENTIVE AWARDS TO CLASS REPRESENTATIVES**

15. Class Counsel has not applied for service awards based upon the recent Eleventh Circuit opinion on *Johnson v. NPAS Sols., LLC*, 43 F.4th 1138 (11th Cir. 2022).

16. Additionally, the Settlement Agreement provides that Class Counsel may seek reimbursement of up to \$\$214,938.00 to be shared equally by the settling automakers (or \$26,867.25 per automaker) in attorneys' costs and expenses. Settlement Class Counsel seeks \$[AMOUNT] in attorneys' costs and expenses. Settlement Class Counsel are not seeking any attorneys' fees associated with the settlement of this action. The court finds that the attorneys' costs and expenses incurred by class counsel over the course of this litigation are reasonable, and therefore the application for a total of \$[AMOUNT] in attorneys' costs and expenses is **Granted**.

#### **V. DISMISSAL OF CLAIMS, RELEASE**

17. All economic-loss claims asserted against BMW in the Action are hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

18. Upon entry of this Final Order Approving Class Action Settlement and the Final Judgment, class representatives and each Class Member (except those listed on Appendix B), on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, discharge, and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind or type regarding the subject matter of the Actions

and/or the subject Inflators, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert or attorneys' fees and expense, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state, or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, or unfair business or trade practices, false, misleading, or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied, or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common law, statutory, or equitable relief theories, or from any other source, and any claim or potential claim of any kind related arising from, related to, connected with, or in any way involving the Actions, the Subject Vehicles' airbags containing desiccated or non-desiccated driver's or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged, or described in the Actions or any amendments of the Actions.

19. Class Members are not releasing claims for or arising from personal injury, wrongful death or actual physical property damage arising from an accident involving a Subject Vehicle (other than damage to the Subject Vehicle and/or Inflator itself).

20. If a Class Member who does not timely and properly opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or

other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

21. Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death, or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata inflator.

22. Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of the Settlement Agreement.

23. Notwithstanding the Release set forth in the Settlement and this Order, Class Representatives and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of the Settlement.

24. By not excluding themselves from the Action and to the fullest extent they may lawfully waive such rights, all class representatives are deemed to acknowledge and waive Section 1542 of the Civil Code of the State of California and any law of any state or territory that is equivalent to Section 1542. Section 1542 provides that:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

25. The Court orders that the Settlement Agreement shall be the exclusive remedy for all claims released in the Settlement Agreement for all Class Members not listed on Appendix B.

26. Therefore, except for those listed on Appendix B, all class representatives, Class Members, and their representatives are hereby permanently barred and enjoined from, either directly, through their representatives, or in any other capacity instituting, commencing, filing, maintaining, continuing, or prosecuting against any of the Released Parties (as that term is defined in the Settlement Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims, or causes of action described. In addition, all class representatives, Class Members, and all persons and entities in active concert or participation with Class Members are permanently barred and enjoined from organizing Class Members who have not been excluded from the Class into a separate class for purposes of pursuing, as a purported class action, any lawsuit against the Released Parties based on or relating to the claims and causes of action in the complaint in the Action, or the facts and circumstances relating thereto, or the release in the Settlement Agreement. Pursuant to 28 U.S.C. §§1651(a) and 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the settlement as set forth in the Settlement Agreement and the Action.

27. Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this class action settlement.

## **VI. OTHER PROVISIONS**

28. Without affecting the finality of this Final Order Approving Class Action Settlement or the accompanying Final Judgment, the Court retains continuing and exclusive jurisdiction over the Action and all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Order Approving Class Action Settlement and the accompanying Final Judgment, to protect and effectuate this Final

Order Approving Class Action Settlement and the accompanying Final Judgment, and for any other necessary purpose. The Parties, the class representatives, and each Class Member not listed on Appendix B are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding, or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including the exhibits to it, and only for such purposes.

29. If the Effective Date does not occur, certification of the Class shall be automatically vacated and this Final Order Approving Class Action Settlement and the accompanying Final Judgment, and other orders entered in connection with the Settlement Agreement and releases delivered in connection with the Settlement Agreement, shall be vacated and rendered null and void as provided by the Settlement Agreement.

30. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent with this Final Order Approving Class Action Settlement and the accompanying Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.

31. Nothing in this Final Order Approving Class Action Settlement or the accompanying Final Judgment shall preclude any action in this Court to enforce the terms of the Settlement Agreement.

32. Neither this Final Order Approving Class Action Settlement nor the accompanying Final Judgment (nor any document related to the Settlement Agreement) is or shall be construed as an admission by the Parties. Neither the Settlement Agreement (nor its exhibits), this Final



Order Approving Class Action Settlement, the accompanying Final Judgment, or any document related to the Settlement Agreement shall be offered in any proceeding as evidence against any of the Parties of any fact or legal claim; provided, however, that BMW and the Released Parties may file any and all such documents in support of any defense that the Settlement Agreement, this Final Order Approving Class Action Settlement, the accompanying Final Judgment, and any other related document is binding on and shall have res judicata, collateral estoppel, or preclusive effect in any pending or future lawsuit by any person or entity who is subject to the release described above in Section VII.C of the Settlement asserting a released claim against any of the Released Parties.

33. A copy of this Final Order Approving Class Action Settlement shall be filed in, and applies to, each economic loss member action in this multidistrict litigation. Filed concurrently herewith is the Court's Final Judgment. Attached hereto as Appendix A is a list of the Subject Vehicles (identified by make, model, and year) to which these Orders and the Court's Final Judgment apply. Also attached hereto as Appendix B is a list of persons, entities, and organizations who have excluded themselves from (or "opted out" of) the Class.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_ 2023.

---

FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

EXHIBIT 6

AUTHORIZED BY THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

# **If You Have Purchased Certain Vehicles that Have Takata Inflators or Takata Inflator-Related Component Parts While Engaged in the Business of Automotive Salvage and Recycling, You Could Get Benefits from a Class Action Settlement.**

*Para ver este aviso en espanol, visit [www.recyclerpayment.org](http://www.recyclerpayment.org)*

- There is a proposed settlement in a class action lawsuit against Takata Corporation, its affiliates, and those automotive companies to whom Takata supplied certain airbag products. The settlement resolves certain claims against BMW entities, including, but not limited to, BMW of North America, LLC and BMW Manufacturing Co., LLC (collectively, "BMW") that were based on the inclusion of those Takata airbag products in certain BMW vehicles. Those people included in the settlement have legal rights, options and deadlines by which they must exercise them.
- You are included if you purchased certain BMW vehicles (which are listed in Question 3 below) and currently engage, or at the time of said purchase, were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, re-furbished, and/or removed for sale and/or re-sale, second-hand Takata Inflators and/or Takata Inflator-related component parts.
- The proposed settlement provides for an Inflator Recovery Program.

Please read this Notice carefully. Your legal rights are affected, whether you act or do not act. You are encouraged to periodically check the website, [www.recyclerpayment.org](http://www.recyclerpayment.org), because it will be updated with additional information.

## **A. BASIC INFORMATION**

### **1. What is this Notice about?**

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about all of your options and associated deadlines before the Court decides whether to give final approval to the settlement. The name of the lawsuit is *In Re: Takata Airbag Product Liability Litigation*, No. 15-MD-2599-FAM. Takata and several automotive companies have been named as defendants in the litigation, including BMW. This Notice explains the lawsuit, the proposed settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the settlement. Benefits will be distributed only if the Court finally approves the settlement and, subject to the terms of the Settlement, the settlement approval is upheld after any appeals. Please be patient and check the website identified in this Notice regularly. Please do not contact BMW Dealers regarding the details of this settlement while it is pending before the Court.

*Your legal rights may be affected even if you do not act.*

*Please read this Notice carefully.*

## YOUR RIGHTS AND CHOICES

<i>YOU MAY:</i>		<i>DATE/CLAIM PERIOD</i>
<b>FILE A CLAIM FORM(S)</b>	This is the only way that you can receive cash payments for which you may be eligible from the Takata Inflator Certification Program prior to the Final Claim Deadline.	<p><i>Class members will have two years from the date of implementation to submit a Claim Form.</i></p> <p><i>The date of implementation and Final Claim Deadline, when known, will be posted on the Settlement website.</i></p>
<b>OBJECT</b>	Write to the Court about why you do not like the proposed settlement.	<i>[insert date 30 days before Final Approval Hearing]</i>
<b>EXCLUDE YOURSELF</b>	Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue BMW about the issues in your own lawsuit.	<i>[insert date 30 days before Final Approval Hearing]</i>
<b>APPEAR IN THE LAWSUIT OR GO TO THE FINAL APPROVAL HEARING</b>	You are not required to enter an appearance in the lawsuit in order to participate in the proposed settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the Final Approval Hearing about the proposed settlement, if you have previously filed an objection and submitted a timely notice of intention to appear at the Final Approval Hearing.	<p><i>Appearance deadline is [insert date 30 days before Final Approval Hearing]</i></p> <p><i>The Court will hold the Final Approval Hearing at [insert] (ET) on [insert]</i></p>
<b>DO NOTHING</b>	You may not receive certain settlement benefits that you may otherwise be eligible for and you give up the right to sue BMW about the issues in the lawsuit.	

### 2. What is the lawsuit about?

The lawsuit alleges that certain automotive companies, including BMW (collectively, the “Automotive Defendants”), manufactured, distributed, or sold certain vehicles containing allegedly defective Takata airbag inflators manufactured by Defendants Takata Corporation and TK Holdings, Inc. that allegedly could, upon deployment, rupture and expel debris or shrapnel into the occupant compartment and/or otherwise affect the airbag’s deployment, and that the plaintiffs sustained economic losses as a result.

The lawsuit claims violations of various state consumer protection statutes, among other claims. You can read the Second Amended Consolidated Class Action Complaint filed by certain named plaintiff recyclers

**QUESTIONS? CALL TOLL FREE (859)-344-1901 OR VISIT WWW.RECYCLERPAYMENT.ORG  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

(“Recycler Plaintiffs”) by visiting [www.recyclerpayment.org](http://www.recyclerpayment.org). BMW denies that it has violated any law, denies liability, and denies that it engaged in any wrongdoing with respect to the manufacture, distribution, or sale of the Subject Vehicles.

On January 13, 2017, the Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it “knowingly devised and participated in a scheme to obtain money and enrich Takata by, among other things, inducing the victim OEMs to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were.” On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud before U.S. District Judge George Caram Steeh, as part of a settlement with the U.S. Department of Justice. See *U.S. v. Takata Corp.*, No. 2:16-cr-20810-GCS-EAS, Dkt. No. 23 (E.D. Mich. Feb. 27, 2017).

The Recycler Plaintiffs filed their First Amended Consolidated Class Action Complaint against Defendants on May 18, 2018. On August 20, 2018, the Automotive Defendants filed multiple Motions to Dismiss. The Court granted in part and denied in part the Motions to Dismiss on March 9, 2021. The Court dismissed the following claims against BMW: RICO claim for the nationwide class; Lanham Act for all Plaintiffs; Fraudulent Concealment and Fraudulent Misrepresentation claims for Tennessee and North Carolina; Violation of the Georgia Uniform Deceptive Trade Practices Act; and Violation of the Tennessee Consumer Protection Act. The claims remaining against BMW are: Violation of Florida’s Deceptive and Unfair Trade Practices Act; Violation of the North Carolina Unfair and Deceptive Trade Practices Act; Violation of the Tennessee Consumer Protection Act; and Fraudulent Concealment and Fraudulent Misrepresentation claims under Georgia, Florida, Missouri, Texas, and Virginia law.

On April 24, 2021, the Recycler Plaintiffs filed a Second Amended Class Action Complaint (“SACAC”). The Recycler Plaintiffs corrected this Complaint on May 7, 2021, and this is the operative pleading for Plaintiffs’ claims at this time. BMW answered the SACAC on May 21, 2021.

A detailed description of the legal proceedings, including motions to dismiss, is set forth in the Settlement Agreement, which is on the settlement website [www.recyclerpayment.org](http://www.recyclerpayment.org).

### **3. What vehicles are included in the settlement?**

The following BMW vehicles (called the “Subject Vehicles”) distributed for sale or lease in the United States, the District of Columbia, and Puerto Rico are included:

<b><u>Model Years</u></b>	<b><u>Make and Model</u></b>	<b><u>Inflator Type</u></b>
2006, and 2008-2013	BMW 1 Series	PSDI-5
2014-2017	BMW 2 Series	PSDI-X
2000-2017	BMW 3 Series	PSPI PSDI-4 PSDI-5 PSDI-X
2014-2017	BMW 4 Series	PSDI-X
2001-2003 and 2009-2017	BMW 5 Series	PSDI-4 PSDI-X
2012-2017	BMW 6 Series	PSDI-X
2011-2017	BMW X1	PSDI-5 PSDI-X
2007-2017	BMW X3	PSDI-5 PSPI-X
2014-2017	BMW X4	PSDI-X
2000-2004 and 2006-2017	BMW X5	PSDI-4 PSDI-5 PSPI-2
2007-2017	BMW X6	PSDI-5 PSPI-2
2014-2017	BMW i8 EV	PSDI-X

#### **4. Why is this a class action?**

In a class action, people or entities called “class representatives” sue on behalf of other people or entities who have similar claims. All of these people or entities together are the “Class” or “Class Members” if the Court approves this procedure. Once approved, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

#### **5. Why is there a settlement?**

Both sides in the lawsuit agreed to a settlement in order to avoid the cost and risk of further litigation so that the Class Members can get the benefits of the settlement and, in exchange, BMW receives a release from liability. The settlement does not mean that BMW broke any laws or did anything wrong. Additionally, the Court did not decide which side was right. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives/Named Plaintiffs and the lawyers representing them (called “Settlement Class Counsel”) believe that the settlement is in the best interests of all Class Members.

The essential terms of the settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and attachments sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

**QUESTIONS? CALL TOLL FREE (859)-344-1901 OR VISIT WWW.RECYCLERPAYMENT.ORG  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

## B. WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Class Member.

### 6. How do I know if I am part of the settlement?

You are part of the settlement if you are a person who or entity purchased a Subject Vehicle containing a Takata Inflator, and that currently engage in, or at the time of such purchase were engaged in, the business of automotive salvage or recycling, or that recycled, re-furbished, or removed for sale or re-sale, second-hand Takata Inflators or Takata Inflator-related component parts in the United States, the District of Columbia, and Puerto Rico prior to **[insert date of Preliminary Approval Order]**.

This is called the “Class.” Excluded from this Class are: (a) BMW, their officers, directors, and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and BMW’s Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons who or entities which timely and properly exclude themselves from (opt out of) the Class.

**The settlement does not relate to claims for personal injury or property damage to any property other than the Subject Vehicles.**

### 7. I’m still not sure if I’m included in the settlement.

If you are not sure whether you are included in the Class, you may call (859)-344-1901. Please do not contact BMW Dealers regarding the details of this settlement while it is pending before the Court as the Court has ordered that all questions be directed to the Settlement Notice Administrator.

## C. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT

### 8. What does the settlement provide? What is the Takata Inflator Certification Program?

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on the settlement website. The Court still has to decide whether to finally approve the settlement.

**The proposed settlement benefits consist of a Takata Inflator Certification Program. Class Members will submit claims to Car-Part, as BMW’s Settlement Claims Administrator, who will work with the Class Members to locate, identify, and obtain a certification that the Takata Inflators in recalled (as of the date of the Settlement Agreement) Subject Vehicles of Class Members have been deployed or destroyed. If BMW has previously compensated you for an Inflator, you cannot be compensated under this Program for the same Inflator.**

**Deadline to Submit Claim Form:** In order to participate in the Takata Inflator Certification Program, eligible Class Members must complete and submit the Claim Form during the Claim Period. Class Members will have two years from the date of implementation to submit a Claim Form.

**QUESTIONS? CALL TOLL FREE (859)-344-1901 OR VISIT WWW.RECYCLERPAYMENT.ORG  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**



**Obtaining, Completing, and Submitting the Claim Form:** You can complete and submit a Claim Form online at [www.recyclerpayment.org](http://www.recyclerpayment.org). You can also obtain a Claim Form from the settlement website, which includes the instructions on how to submit a Claim.

We do not know when the Court will finally approve the settlement, if it does so, or whether there will be any appeals that would have to be resolved in favor of the settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check [www.recyclerpayment.org](http://www.recyclerpayment.org) regularly for updates regarding the settlement.

*Please note that you have to take action within certain deadlines to receive certain benefits, such as completing and submitting a Claim Form. If you do nothing, you may not receive benefits from the settlement, and, as a Class Member, you will not be able to sue the Released Parties about the issues in the lawsuit.*

**Takata Inflator Certification Program:** Pursuant to the Takata Inflator Certification Program and at BMW's direction, Car-Part will locate, identify, and obtain a certification that the Takata Inflators in recalled Subject Vehicles of Class Members have been destroyed or deployed in Class Members' Subject Vehicles that have been recalled as of the date of the Settlement Agreement. This Takata Inflator Certification Program does not apply to Inflators for which BMW has previously compensated Class Members under a separate program overseen by Car-Part.

If the Inflators in Class Members' Subject Vehicles that have been recalled as of the date of this Agreement have deployed or are missing, Car-Part, at BMW's direction, will, to the extent reasonably possible, locate and identify such Inflators and request the Class Member submit documentation for verification of such deployed or missing Inflators for which the Class Members were not previously compensated by BMW under a separate program administered by Car-Part.

To the extent reasonably practicable, a website for the Takata Inflator Certification Program will be created ("Settlement Website") and overseen by the Settlement Claims Administrator which will (i) make available to Class Members information applicable to the Subject Vehicles; (ii) allow Class Members to upload batches of VINs for batch processing and comparison to the list of VINs for Subject Vehicles that have been recalled as of the date of this Agreement that still may be equipped with Inflators ("VIN List") to determine which, if any, Inflators are subject to payment under the Takata Inflator Certification Program; and (iii) allow Class Members to submit claims for certification under the Takata Inflator Certification Program for Inflators in Subject Vehicles that have been recalled as of the date of this Agreement or payment for deployed or missing Inflators in Subject Vehicles that have been recalled as of the date of this Agreement at and after the Effective Date.

Under the Takata Inflator Certification Program, BMW, through Car-Part, will pay to the eligible Class Member 15% more per Inflator than it currently, as of the Effective Date of the Agreement, unless implemented earlier, pays or paid under its prior or existing Takata Inflator Certification Program for recovered Inflators. Specifically, BMW will pay \$40.25 for each certification of a Recalled BMW Airbag in Current Inventories and \$28.75 for each certification of a Recalled BMW Airbag in Historic Inventories.

Car-Part will coordinate with, notify, and provide monthly updates to BMW regarding the results of the implementation of the Takata Inflator Certification Program. BMW will enter into a written, legally enforceable agreement with Car-Part (the "Car-Part Takata Inflator Certification Agreement") that memorializes the terms of the Takata Inflator Certification Program as described above. Under the terms of this Settlement Agreement, BMW will have a continuing obligation until the termination of the Takata Inflator Certification Program to periodically monitor Car-Part's compliance with the terms of the Car-Part Takata Inflator Certification Program Agreement. If BMW determines that Car-Part has breached the agreement, BMW will take necessary and reasonable steps to enforce the terms of the Car-Part Takata Inflator Certification Agreement.

**QUESTIONS? CALL TOLL FREE (859)-344-1901 OR VISIT [WWW.RECYCLERPAYMENT.ORG](http://WWW.RECYCLERPAYMENT.ORG)  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

The Takata Inflator Certification Program will run for a total of two (2) years, measured from the date of implementation. BMW, at its sole discretion, may implement the Takata Inflator Certification Program prior to the occurrence of the Effective Date.

The Settlement Claims Administrator will receive, review, and process the claims Class Member submit to the Takata Inflator Certification Program (“Claims”) to determine whether the Class Members’ Subject Vehicles are on the VIN List and, if so, take such actions as required to obtain certification that the Takata airbags in those Subject Vehicles have been deployed or destroyed. The Settlement Claims Administrator will provide periodic reports to counsel for BMW and Settlement Class Counsel, but not more often than quarterly.

## 9. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, Class Members who do not exclude themselves from the Class will release BMW and the Released Parties from liability and will not be able to sue the Released Parties about the issues in the lawsuit. The Settlement Agreement at Section VII describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, we also attach the full release section and the definition of Released Parties in Appendix A to this Notice. The Settlement Agreement is available at [www.recyclerpayment.org](http://www.recyclerpayment.org). You can talk to one of the lawyers listed in Question 13 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

## D. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue BMW or the Released Parties over the legal issues in the lawsuit, then you must take steps to exclude yourself from this settlement. This is also known as “opting out” of the Class.

## 10. If I exclude myself, can I get anything from this settlement?

If you exclude yourself, you cannot receive settlement benefits. If you ask to be excluded, you cannot object to the settlement. But, if you timely and properly request exclusion, the settlement will not prevent you from suing, continuing to sue, or remaining or becoming part of a different lawsuit against BMW or the Released Parties in the future about the issues in the lawsuit. If you exclude yourself, you will not be bound by anything that happens in this lawsuit and you may not object to the settlement.

## 11. If I do not exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue the Released Parties for the claims resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against the Released Parties about the issues in the lawsuit, as set forth in the full release attached in Appendix A to this Notice.

## 12. How do I get out of the settlement?

To exclude yourself from the settlement, you **must** mail a written request for exclusion to the Settlement Notice Administrator saying that you want to be excluded from the settlement in *In Re: Takata Airbag Products Liability Litigation (Economic Loss Track Cases)*, and mention the case number (1:15-md-2599-FAM).

**QUESTIONS? CALL TOLL FREE (859)-344-1901 OR VISIT [WWW.RECYCLERPAYMENT.ORG](http://WWW.RECYCLERPAYMENT.ORG)  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**



The letter **must** be signed by you or the entity seeking to be excluded from the Class and include the following information: (i) your full name, telephone number, and address; (ii) a statement affirming you are a member of the Class and providing your Subject Vehicle’s(s’) Vehicle Identification Number(s) (VIN); and (iii) a statement that you wish to be excluded from the BMW Settlement in the *In re Takata Airbag Products Liability Litigation, 15-md-02599-FAM*. You can’t ask to be excluded over the phone or through the settlement website. To be valid and timely, exclusion requests must be postmarked on or before **[insert date 30 days before Final Approval Hearing]**, the last day of the Exclusion (“Opt-Out”) Period (the “Exclusion (Opt-Out) Deadline”). You **must** mail your request for exclusion postmarked no later than **[insert date 30 days before Final Approval Hearing]** to:

**Settlement Notice Administrator  
ADDRESS**

The deadlines found in this Notice may be changed by the Court. Please check [www.recyclerpayment.org](http://www.recyclerpayment.org) regularly for updates regarding the settlement.

## E. THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called “Settlement Class Counsel”: Peter Prieto of Podhurst Orseck, P.A., is Chair Lead Counsel, and David Boies of Boies Schiller & Flexner, L.L.P. and Todd A. Smith of Power, Rogers & Smith, L.L.P. are Co-Lead Counsel for the economic damages track. Roland Tellis of Baron & Budd P.C., James Cecchi of Carella Byrne Cecchi Olstein P.C., and Elizabeth Cabraser of Lief, Cabraser, Heimann & Bernstein, LLP are the Plaintiffs’ Steering Committee members. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense. Their contact information is as follows:

Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3 <sup>rd</sup> Avenue, Suite 2700 Miami, Florida 33131 Tel: (305) 358-2800 Email: <a href="mailto:pprieto@podhurst.com">pprieto@podhurst.com</a> URL: <a href="http://www.podhurst.com">www.podhurst.com</a> Chair Lead Counsel	David Boies BOIES, SCHILLER & FLEXNER, L.L.P. 575 Lexington Avenue New York, NY 10022 Tel: (305) 539-8400 Email: <a href="mailto:dboies@bsflp.com">dboies@bsflp.com</a> URL: <a href="http://www.bsflp.com">www.bsflp.com</a> Co-Lead Counsel for the Economic Loss Track
Todd A. Smith POWER, ROGERS AND SMITH, L.L.P. 70 West Madison St., Suite 5500 Chicago, IL 60602 Tel: (312)313-0202 Email: <a href="mailto:tas@prslaw.com">tas@prslaw.com</a> URL: <a href="http://www.prslaw.com">www.prslaw.com</a> Co-Lead Counsel for the Economic Loss Track	Roland Tellis BARON & BUDD 15910 Ventura Blvd. #1600 Encino, CA 91436 Tel: (818) 839-2333 Email: <a href="mailto:rtellis@baronbudd.com">rtellis@baronbudd.com</a> URL: <a href="http://www.baronbudd.com">www.baronbudd.com</a> Plaintiffs’ Steering Committee

**QUESTIONS? CALL TOLL FREE (859)-344-1901 OR VISIT [WWW.RECYCLERPAYMENT.ORG](http://WWW.RECYCLERPAYMENT.ORG)  
 PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
 PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

James E. Cecchi CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC 5 Becker Farm Road Roseland, NJ 07068 Tel: (973)994-1700 Email: jcecchi@carellabyrne.com URL: www.carellabyrne.com Plaintiffs' Steering Committee	Elizabeth J. Cabraser LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111 Tel: (415)956-1000 Email: ecabramer@lchb.com URL: www.lchb.com Plaintiffs' Steering Committee
--	--

#### **14. Will the lawyers be paid? What about awards to the named plaintiffs/ class representatives?**

BMW will not be liable for, or obligated to pay, any attorneys' fees, expenses, costs, or disbursements, either directly or indirectly, in connection with the Actions or the Agreement, other than as set forth in the Settlement Agreement.

Settlement Class Counsel have agreed to limit any petition for an award of attorneys' expenses in the Actions not to exceed \$214,938.00 to be shared equally by the settling OEMs (BMW's share therefore being \$26,867.25). This award of costs and expenses will be the only compensation BMW pays for all Settlement Class Counsel in the Actions. Any attorneys' expenses award made by the Court shall be paid by BMW within 30 days of the Effective Date.

Any order or proceedings relating to the application for attorneys' costs and expenses, or any appeal from any order related to that application, or reversal or modification that order, will not operate to terminate or cancel the settlement or affect or delay the Effective Date.

Settlement Class Counsel will allocate among other plaintiffs' counsel the attorneys' expenses BMW pays as provided for in the settlement in a manner that Settlement Class Counsel in good faith believe reflects the contributions of all plaintiffs' counsel to the prosecution and settlement of the claims against BMW in the Actions.

The Court will consider the amount(s) of any attorneys' expenses separately from the Court's consideration of the fairness, adequacy, and reasonableness of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' expenses the Court awards to Settlement Class Counsel will affect the finality of the Final Order and Final Judgment.

Pursuant to case law, Recycler Plaintiffs are not seeking any incentive awards relating to the resolution of the Actions.

### **F. OBJECTING TO THE SETTLEMENT**

You can tell the Court if you do not agree with the settlement or some part of it.

#### **15. How do I tell the Court if I do not like the settlement?**

If you are a Class Member, and you do not exclude yourself from (opt-out of) the Class, you can object to the settlement if you do not like some part of it or all of it. You can give reasons why you think the Court should not approve it. To object, you must deliver to Settlement Class Counsel, BMW's Counsel (see addresses

**QUESTIONS? CALL TOLL FREE (859)-344-1901 OR VISIT WWW.RECYCLERPAYMENT.ORG  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

below), and the Court, on or before **[insert date 30 days before Final Approval Hearing]** a written statement of your objections.

The written objection of any Class Member must include:

- a) a heading which refers to the *Takata* MDL;
- b) the objector's full name, telephone number, and address (the objector's actual address must be included);
- c) an explanation of the basis upon which the objector claims to be a Class Member, including the Vehicle Identification Number ("VIN") of the objector's Subject Vehicle(s);
- d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- e) whether the objection applies only to the objecting Class Member, to a specific subset of the Class, or to the entire Class;
- f) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- g) if represented by counsel, the full name, telephone number, and address of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- h) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- i) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity;
- j) whether the objector intends to appear at the Final Approval Hearing on his or her own behalf or through counsel;
- k) the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- l) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- m) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

Any documents supporting the objection must also be attached to the objection.

The objection must be received by Settlement Class Counsel and BMW's Counsel no later than **[insert date 30 days before Final Approval Hearing]**. To have your objection considered by the Court, you also must send the objection to the Clerk of Court (identified below) so that it is received and filed no later than **[insert date 30 days before Final Approval Hearing]**.

Objections must be mailed to:

<u>Clerk of the Court</u> Wilkie D. Ferguson, Jr. U.S. Courthouse 400 North Miami Avenue Miami, FL 33128	<u>Settlement Class Counsel</u> Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3 <sup>rd</sup> Ave, Suite 2700 Miami, FL 33131	<u>BMW's Counsel</u> Christopher J. Dalton Buchanan Ingersoll & Rooney PC 550 Broad Street, Suite 810 Newark, NJ 07102
--	--	--

## 16. What is the difference between objecting and excluding?

Excluding yourself (or “opting out”) is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you. Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Class.

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court’s orders will apply to you, you will be eligible for the settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue the Released Parties over the issues in the lawsuit, as set forth in the full release attached in Appendix A to this Notice.

## G. THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval to the settlement, sometimes called the “Final Approval Hearing” or the “Fairness Hearing.” If you have filed an objection on time and attend the hearing, you may ask to speak (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

## 17. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Final Approval, or “Fairness,” Hearing at **[insert time]** (ET) on **[insert date]** at the Wilkie D. Ferguson, Jr. United States District Courthouse, Southern District of Florida, 400 North Miami Avenue, Miami, FL 33128. At this hearing, the Court will consider whether the settlement is fair, adequate, and reasonable. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*See* Question 19 below). After the hearing, the Court will decide whether to grant final approval of the settlement, and, if so, how much to pay the lawyers representing Class Members. We do not know how long these decisions will take.

## 18. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it - but you can if you provide advance notice of your intention to appear (*See* Question 19 below). As long as you filed a written objection with all of the required information on time with the Court, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

## 19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear in *In Re: Takata Airbag Products Liability Litigation (Economic Track Cases)*, No. 1:15-md-2599-FAM” to Settlement Class Counsel and BMW’s

**QUESTIONS? CALL TOLL FREE (859)-344-1901 OR VISIT WWW.RECYCLERPAYMENT.ORG  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

Counsel identified above (see Question 15) so that they receive it no later than **[insert date 30 days before Final Approval Hearing]**. You must also send such a Notice to the Clerk of Court so that it is received and filed no later than **[insert date 30 days before Final Approval Hearing]**. You must include your name, address, telephone number, the year, make, model, and VIN number of your vehicle(s), and your signature. Anyone who has requested permission to speak must be present at the start of the Final Approval Hearing at **[insert time]** (ET) on **[insert date]**. You cannot speak at the hearing if you excluded yourself from the Class.

## H. GETTING MORE INFORMATION

### 20. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other information about the settlement and the Claim Form, at [www.recyclerpayment.org](http://www.recyclerpayment.org). You can also call the toll-free number, 1-(859)-344-1901, or write the **Settlement Notice Administrator at ADDRESS**. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

### 21. When will the settlement be final?

The settlement will not be final unless and until the Court grants final approval of the settlement at or after the Final Approval Hearing and after any appeals are resolved in favor of the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact BMW or BMW Dealers about the Settlement. Please direct all questions about the Settlement to the Settlement Administrator.

**Appendix A**

**Section VII from the Settlement Agreement - Release and Waiver**

A. The Parties agree to the following release and waiver, which will take effect upon entry of the Final Approval Order and Final Judgment.

B. In consideration for the relief provided above, Automotive Recycler Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons or entities who or which may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, discharge, and hold harmless the Released Parties<sup>1</sup> from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages, and relief of any kind or type regarding the subject matter of the Actions and the subject Inflatoms, including, but not limited to, any and all compensatory damages, exemplary damages, punitive damages, statutory damages or penalties, expert or attorneys' fees and expenses, and equitable relief or remedies, whether past, present, or future, legal or equitable in nature, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or unasserted, whether based on federal, state, or local law, statute, ordinance, regulation, code, contract, common law, violations of or liability under any federal or state's deceptive, unlawful, unfair business, unfair trade practices, false, misleading, fraudulent advertising, consumer-fraud, or consumer-protection statutes, any breaches of express, implied, or any other warranties, RICO, the Lanham Act, the Magnuson-Moss Warranty Act, or any other statutes, violations of or liability under any states' Lemon Laws or warranty statutes, fraud, misrepresentation, products-liability, negligence, contract, quasi-contract, covenants (express or implied), unjust enrichment, and under any other common-law, statutory, or equitable-relief theories, or from any other source, and any claim or potential claim of any kind related to, arising from, connected with, or in any way involving the Actions, the Subject Vehicles' Takata airbags containing desiccated or non-desiccated driver or front passenger Takata inflators, any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, defined, alleged, or described in the Actions or any amendments of the Actions.

C. If a Class Member who does not timely and properly opt-out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding will be dismissed with prejudice at that Class Member's cost.

D. Notwithstanding the Release set forth in this Section VII of this Agreement, Automotive Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for personal injury, wrongful death, or actual physical property damage arising from an incident involving a Subject Vehicle (other than damage to the Subject Vehicle or Takata airbag itself), including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.

E. Notwithstanding the Release set forth in Section VII of this Agreement, Automotive Recycler Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties, with the exception of the claims covered by Section VII.C of this Agreement.

F. The Final Approval Order and Final Judgment will reflect these terms.

G. Automotive Recycler Plaintiffs and Class Members will not now or hereafter institute, maintain, prosecute, assert, instigate, or cooperate in the institution, commencement, filing, or prosecution of any suit, action,

---

<sup>1</sup> Released Parties means BMW, and each of its past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including BMW Centers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and sub-distributors, repairers, agents, attorneys, insurers, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name in this Agreement. Notwithstanding the foregoing, "Released Parties" does not include the Excluded Parties.



claim, or proceeding, whether legal, administrative, or otherwise, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity with respect to the claims, causes of action, or any other matters released through this Settlement.

H. In connection with this Agreement, Automotive Recycler Plaintiffs, and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions or the Release in this Agreement. Nevertheless, Settlement Class Counsel, Automotive Recycler Plaintiffs, and Class Members, in executing this Agreement, intend fully, finally, and forever to settle, release, discharge, acquit, and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, their underlying subject matter, the Subject Vehicles, and their Takata airbags, except as otherwise stated in this Agreement.

I. Automotive Recycler Plaintiffs expressly understand and acknowledge, and all Automotive Recycler Plaintiffs and Class Members will be deemed by the Final Approval Order and Final Judgment to acknowledge and waive, Section 1542 of the Civil Code of the State of California, which provides that:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Automotive Recycler Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the Civil Code of the State of California, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

J. Automotive Recycler Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they are releasing under this Agreement. Automotive Recycler Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Actions, including, without limitation, any claim for benefits, proceeds, or value under the Actions, and that Automotive Recycler Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds, or values under the Actions.

K. Without in any way limiting its scope, this Release covers, by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, consultant fees, interest, litigation fees, costs, or any other fees, costs, or disbursements of any kind and nature incurred by any attorneys, Settlement Class Counsel, or Automotive Recycler Plaintiffs, other than as set forth in this Settlement Agreement.

L. Settlement Class Counsel and any other attorneys who worked with or on behalf of Settlement Class Counsel on any of the Actions acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. Pending the Court's entry of the Final Approval Order and Final Judgment, the Parties agree that any and all outstanding obligations and deadlines relating to pleadings, discovery, and any other pretrial requirements are hereby stayed and suspended as to BMW. Upon the Court's entry of the Final Approval Order and Final Judgment approving this Settlement, the Parties expressly waive any and all such pretrial requirements as to BMW.

**QUESTIONS? CALL TOLL FREE (859)-344-1901 OR VISIT [WWW.RECYCLERPAYMENT.ORG](http://WWW.RECYCLERPAYMENT.ORG)  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

N. Nothing in this Release will preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

O. Automotive Recycler Plaintiffs and Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and will be included in any Final Approval Order and Final Judgment entered by the Court.

**QUESTIONS? CALL TOLL FREE (859)-344-1901 OR VISIT [WWW.RECYCLERPAYMENT.ORG](http://WWW.RECYCLERPAYMENT.ORG)  
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED  
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**



**EXHIBIT 7**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
MASTER CASE NO. 1:15-md-02599-FAM  
S.D. Fla. Case No. 1:15-CV-24009-FAM**

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

The Parties to the above-captioned economic-loss actions which certain Recycler Plaintiffs have filed and which are currently pending against BMW of North America, LLC and BMW Manufacturing Co., LLC (collectively, “BMW”) as part of this multidistrict litigation have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement”). The Parties reached the Settlement through arm’s-length negotiations over several months. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Recycler Plaintiffs and the proposed Class would fully, finally, and forever resolve, discharge, and release their economic loss claims against the Released Parties in

exchange for BMW's agreement to implement a Takata Inflator Certification Program, as set forth in the Settlement.<sup>1</sup>

The Settlement has been filed with the Court, and Recycler Plaintiffs have filed an Unopposed Motion for Preliminary Approval of Class Settlement with BMW Defendants, and for Preliminary Certification of the Class (the "Motion"), for settlement purposes only. Upon considering the Motion and its exhibits, the Settlement, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and Parties to these proceedings; (2) the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure<sup>2</sup> and should be preliminarily certified for settlement purposes only; (3) the persons and entities identified below should be appointed class representatives and Settlement Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations among the Parties and their capable and experienced counsel and is not the result of collusion; (5) the Settlement is fair, adequate, and reasonable and should be preliminarily approved; (6) the proposed Settlement is sufficiently fair, adequate, and reasonable to warrant sending notice of the Settlement to the Class; (7) the proposed Notice Program and proposed forms of notice, satisfy Rule 23 and Constitutional Due Process requirements, and are reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, preliminary class certification for settlement purposes only, the terms of the Settlement, request for Settlement Class Counsel's costs, request for service awards for Recycler Plaintiffs, and their rights to request exclusion from (opt-out of) the Class and object to the Settlement, and the process for submitting a Claim to request a payment under

---

<sup>1</sup> Capitalized terms shall have the definitions and meanings accorded to them in the Settlement.

<sup>2</sup> All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

BMW's Takata Inflator Certification Program; (8) good cause exists to schedule and conduct a Final Approval Hearing, pursuant to Rule 23(e), to assist the Court in determining whether to grant final approval of the Settlement, certify the Class, for settlement purposes only, and issue a Final Order and Final Judgment, and whether to grant Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.
2. Venue is proper in this District.

**Preliminary Class Certification for Settlement Purposes Only and Appointment of Class Representatives and Settlement Class Counsel**

3. It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136, 2021 WL 1617911 at \*2 (S.D. Fla. Jan. 19, 2021). In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006); *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. Under Rule 23(e)(1)(B), this Court must direct notice in a reasonable manner to all class members who would be bound by the proposed Settlement if giving notice is justified by the parties' showing that the Court will likely be able to approve the proposed Settlement under Rule

23(e)(2) and certify the class for purposes of judgment on the proposed Settlement. Under Rule 23(e)(2), a proposed Settlement may be approved only if the Court finds that it is fair, reasonable, and adequate after considering whether:

- (a) the class representatives and class counsel have adequately represented the class;
- (b) the proposal was negotiated at arm's length;
- (c) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (d) the proposal treats class members equitably relative to each other.

5. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied and that preliminary certification of the proposed Class is appropriate under Rule 23. The Court, therefore, preliminarily certifies the following Class:

All Automotive Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) BMW, their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and BMW's Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

"Automotive Recyclers" means all persons who and entities which purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of said purchase, were engaged, in the business of automotive

salvage or recycling, or that recycled, re-furbished, or removed for sale or re-sale, second-hand Takata Inflators or Takata Inflator-related component parts.

6. The “Subject Vehicles” are listed in Exhibit 9 to the Settlement, which is expressly incorporated in this Order.

7. Specifically, the Court finds, for settlement purposes, that the Class satisfies the following factors of Rule 23:

(a) Numerosity: In the Action, more than 16,300 individuals and entities, spread out across the country, are members of the proposed Class. Their joinder is impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met. *See Kilgo v. Bowman Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members “from a wide geographical area”).

(b) Commonality: The threshold for commonality under Rule 23(a)(2) is not high. “[C]ommonality requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (quotation omitted); *see also Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 313 (S.D. Fla. 2001) (same). Here, the commonality requirement is satisfied for settlement purposes because there are multiple questions of law and fact that center on BMW’s sale of Subject Vehicles equipped with allegedly defective driver’s or front passenger Takata airbag modules, as alleged or described in the Second Amended Consolidated Class Action Complaint, the Action, or any amendments of the Actions, which are common to the Class.

(c) Typicality: The Recycler Plaintiffs’ claims are typical of the Class for purposes of this Settlement because they concern the same alleged BMW conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir.

1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are based on the same legal theory”); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they “possess the same interest and suffer the same injury as the class members”).

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the Class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant*, 202 F.R.D. at 314. Rule 23(a)(4) is satisfied here because there are no conflicts of interest between the Recycler Plaintiffs and the Class, and Recycler Plaintiffs have retained competent counsel to represent them and the Class. Settlement Class Counsel here regularly engage in consumer class litigation and other complex litigation similar to the present Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Recycler Plaintiffs and Settlement Class Counsel have vigorously and competently represented the Class Members’ interests in the Action. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement purposes, as well, because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for thousands of Class Members in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and law ... ha[ve] a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*,

601 F.3d 1159, 1170 (11th Cir. 2010) (quotation omitted). Based on the record currently before the Court, the predominance requirement is satisfied here for settlement purposes because common questions present a significant aspect of the case and can be resolved for all Class Members in a single common judgment.

8. The Court appoints the following persons as class representatives: 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.; Quartno's Auto Salvage and Young's Auto Center and Salvage, LP.

9. The Court appoints the following persons and entities as Settlement Class Counsel:

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2700  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Lead Settlement Class Counsel

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
575 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Settlement Class Counsel

Todd A. Smith  
POWER, ROGERS AND SMITH, L.L.P.  
70 West Madison Street, Suite 5500  
Chicago, IL 60602  
Tel: (312) 313-0202  
Email: tas@prslaw.com  
Settlement Class Counsel

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Settlement Class Counsel

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Settlement Class Counsel

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Settlement Class Counsel

**Preliminary Approval of the Settlement**

10. “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Hanley v. Tampa Bay Sports and Entertainment*, No. 8:19-CV-00550, 2020 WL 35702, at \*3 (M.D. Fla. Jan. 7, 2020); *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646-CIV, 2010 WL 2401149, at \*2 (S.D. Fla. Jun. 15, 2010). Settlement negotiations that involve arm’s-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See, e.g., Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136-RAR, 2021 WL 1617911, at \*4 (S.D. Fla. Jan. 19, 2021); Federal Rule of Civil Procedure 23(e).

11. The Court preliminarily approves the Settlement, and the exhibits appended to the Motion, as fair, adequate, and reasonable under Rule 23. The Court finds that the Settlement was



reached in the absence of collusion, and is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court also finds that the Class Representative and Class Counsel have represented and will continue to represent the Settlement Class adequately. The Court further finds that the Settlement, including the exhibits appended to the Motion, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Class, as set forth below and in the Settlement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter Final Judgment. The Court further finds that giving notice of the proposed Settlement to the Settlement Class is justified by the Parties' showing that the Court will likely be able to: (i) approve the proposal under Fed. R. Civ. P. 23(e)(2); and (ii) certify the Settlement Class for purposes of judgment on the proposal.

**Approval of Notice and Notice Program and Direction to Effectuate  
the Notice and Outreach Programs**

12. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits 2, 6, and 8 to the Settlement Agreement. The Court further finds that the Notice Program, described in Section IV of the Settlement, is the best practicable notice under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, class certification for settlement purposes only, the terms of the Settlement, their rights to opt-out of the Class and to object to the Settlement, Settlement Class Counsel's Costs Application, and the request for service awards for Recycler Plaintiffs. The notices and Notice Program constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of

due process. The Court finds that the forms of notice are written in simple terminology, which Class Members can readily understand, and comply with the Federal Judicial Center's illustrative class action notices. The Court orders that the notices be disseminated to the Class as per the Notice Plan.

13. The Court directs that Car-Part act as the Settlement Claims Administrator for BMW.

14. The Court directs that Kroll Notice Media act as the Settlement Notice Administrator.

15. The Settlement Claims Administrator and Settlement Notice Administrator shall implement the Notice Program, as set forth in the Settlement, using substantially the forms of notice attached as Exhibits 2, 6, and 8 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Program, as specified in section IV of the Settlement and approved by this Order.

**Final Approval Hearing, Opt-Outs, and Objections**

16. The Court directs that a Final Approval Hearing shall be scheduled for [\_\_\_\_\_] at \_\_\_\_ [a.m. or p.m.] [subject to the Court's availability, the parties recommend a date during the week of [DATE]], to assist the Court in determining whether to grant Final Approval to the Settlement, certify the Class, and enter the Final Order and Final Judgment, and whether to grant Settlement Class Counsel's Costs Application.

17. Potential Class Members who timely and validly exclude themselves from the Class shall not be bound by the Settlement Agreement, the Settlement, or the Final Order and Final Judgment. If a potential Class Member files a request for exclusion, he/she/it may not assert an objection to the Settlement Agreement. The Settlement Notice Administrator shall provide copies

of any requests for exclusion to Settlement Class Counsel and BMW's Counsel as provided in the Settlement Agreement.

18. The Court directs that any person or entity within the Class definition who wishes to be excluded from the Class may exercise his, her, or its right to opt out of the Class by following the opt-out procedures set forth in the Long Form Notice at any time during the opt-out period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period (the "Opt-Out Deadline"), which is 30 days before the Final Approval Hearing [\_\_\_\_\_], must be mailed to [ADDRESS OF NOTICE ADMINISTRATOR], and must include:

- (i) the full name, address, and telephone number of the person or entity seeking to be excluded from the Class;
- (ii) a statement affirming that such person or entity is a member of the Class and providing the Vehicle Identification Number (VIN) for each of the person's or entity's Subject Vehicle(s) which the person or entity wants excluded from the Settlement;
- (iii) a statement that such person or entity wishes to be excluded from the BMW Settlement in *In re Takata Airbag Products Liability Litigation*, 15-md-02599-FAM, and
- (iv) the signature of the person or entity seeking to be excluded from the Class.

19. The Opt-Out Deadline shall be specified in the Direct Mailed Notice, Publication Notice, and Long Form Notice. All persons and entities within the Class definition who do not timely and validly opt out of the Class shall be bound by all determinations and judgments in the

Action concerning the Settlement, including, but not limited to, the Releases set forth in Section VII of the Settlement.

20. The Court further directs that any person or entity in the Class who does not opt out of the Class may object to the Settlement, Settlement Class Counsel's Costs Application, or the request for service awards for Recycler Plaintiffs. Any such objections must be mailed to the Clerk of the Court, Lead Settlement Class Counsel, and counsel for BMW, at the following addresses:

- (a) Clerk of the Court  
Wilkie D. Ferguson, Jr. U.S. Courthouse  
400 North Miami Avenue  
Miami, Florida 33128
- (b) Lead Settlement Class Counsel  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3rd Avenue, Suite 2700  
Miami, Florida 33131
- (c) Counsel for BMW  
Christopher J. Dalton  
Buchanan Ingersoll & Rooney PC  
550 Broad Street, Suite 810  
Newark, New Jersey 07102

21. For an objection to be considered by the Court, the objection must be postmarked or sent via overnight delivery no later than the Opt-Out Deadline of 30 days before the Final Approval Hearing [\_\_\_\_\_], must be addressed to the addresses listed in the preceding paragraph and in the Long Form Notice, and must include the following:

- (i) a heading which refers to the *Takata* MDL;
- (ii) the objector's full name, address, and telephone number;

- (iii) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN of at least one of the objector's Subject Vehicle(s);
- (iv) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- (v) whether the objection applies only to the objecting Class Member, to a specific subset of the Class, or to the entire Class;
- (vi) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- (vii) if represented by counsel, the full name, telephone number, and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or costs application;
- (viii) the number of times the objector's counsel or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;

- (ix) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector’s counsel and any other person or entity;
- (x) whether the objector intends to appear at the Final Approval Hearing on his or her own behalf or through counsel;
- (xi) the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- (xii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- (xiii) the objector’s dated, handwritten signature (an electronic signature or the objector’s counsel’s signature is not sufficient).

22. The Court will not consider any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice.

**Further Papers in Support of Settlement and Costs Application**

23. Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their request for attorneys’ costs and expenses (“Costs Application”) and request for service awards for Recycler Plaintiffs no later than 45 days before the Final Approval Hearing [\_\_\_\_\_]. If BMW chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Final Approval Hearing [\_\_\_\_\_].

24. Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement and the Costs Application no later than 14 days before Final Approval Hearing [\_\_\_\_\_]. If BMW chooses to file a

response to timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 14 days before Final Approval Hearing [\_\_\_\_\_].

**Effect of Failure to Approve the Settlement or Termination**

25. If the Court does not approve the Settlement, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (i) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;
- (ii) All of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Recycler Plaintiffs' right to seek class certification and BMW's right to oppose class certification;
- (iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against BMW or Recycler Plaintiffs on any point of fact or law;
- (iv) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders, and public statements, may be used as evidence;
- (v) Neither the fact of, nor any documents relating to, either Party's withdrawal from the Settlement, any failure of the Court to approve the Settlement, or any objections or interventions may be used as evidence;

- (vi) The preliminary certification of the Class pursuant to this Order shall be vacated automatically and the Actions shall proceed as though the Class had never been certified; and
- (vii) The terms in Section X.D of the Settlement Agreement shall apply and survive.

**Stay/Bar of Other Proceedings**

26. Pending the Final Approval Hearing and the Court's decision on whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt-out request to be determined by the Court only at the Final Approval Hearing), shall commence, continue, or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims, or causes of action that are to be released in the Agreement. Additionally, pending the Final Approval Hearing and the Court's decision whether to finally approve the Settlement, all other Actions in the Takata MDL as to BMW shall be stayed. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims, or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.



**General Provisions**

27. The Court reserves the right to approve the Settlement with or without modification, provided that any modification does not limit the rights of the Class under the Settlement, and with or without further notice to the Class, and may continue or adjourn the Final Approval Hearing without further notice to the Class, except that any such continuation or adjournment shall be announced on the Settlement website.

28. Settlement Class Counsel and BMW's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice, or to any other exhibits that the Parties jointly agree are reasonable or necessary.

29. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Agreement.

30. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

31. Based on the foregoing, the Court sets the following schedule for the Final Approval Hearing and the actions which must precede it:

- (i) Notice shall be provided in accordance with the Notice Program and this Order—that is, beginning [date];
- (ii) Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their Costs Application and request for service awards for Recycler Plaintiffs, no later than 45 days before the Final Approval Hearing, which is [\_\_\_\_\_];

- (iii) If BMW chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Final Approval Hearing, which is [\_\_\_\_\_].
- (iv) Class Members must file any objections to the Settlement, the Motion for Final Approval of the Settlement, Settlement Class Counsel's Costs Application, or the request for service awards no later than 30 days before the Final Approval Hearing, which is [\_\_\_\_\_];
- (v) Class Members must file requests for exclusion from the Settlement no later than 30 days before the Final Approval Hearing, which is [\_\_\_\_\_];
- (vi) The Settlement Notice Administrator must file with the Court, no later than 21 days before the Final Approval Hearing, which is [\_\_\_\_\_], (a) a list of those persons or entities who or which have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, method, and results of the notice program;
- (vii) Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Settlement and Costs Application no later than 14 days before the Final Approval Hearing, which is [\_\_\_\_\_];
- (viii) If BMW chooses to file a response to timely filed objections to the Settlement, it also must do so no later than 14 days before the Final Approval Hearing, which is [\_\_\_\_\_]; and
- (ix) The Final Approval Hearing will be held on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. [subject to the Court's availability, the Parties recommend a date during the week of [DATE], at the United States Courthouse, Wilkie D.

Ferguson, Jr. Building, Courtroom 13-3, 400 North Miami Avenue, Miami,  
Florida 33128.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_\_ 2022.

---

FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

## Publication Notice

*Important Legal Notice from the United States District Court for the Southern District of Florida*

# If you are an Automotive Salvager or Recycler, you could get benefits from a class action settlement.

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

Settlements have been reached in a class action lawsuit alleging that Automotive Salvagers and Recyclers sustained economic losses because they purchased certain vehicles containing allegedly defective airbags manufactured by Takata Corporation and its affiliates. The Settlements include certain BMW, Ford, Honda, Nissan, Mazda, Subaru, Toyota, and VW vehicles that contain or contained certain Takata inflators in their driver or passenger front airbag that (i) have been recalled, or (ii) may be recalled or contain a desiccant and that may be subject to future recalls as defined in the Settlement Agreement (the “Subject Vehicles”). The defendants deny any and all allegations of wrongdoing and the Court has not decided who is right.

**Am I included in the proposed Settlements?** The Settlements include the following persons and entities:

- Automotive Salvagers and Recyclers in the United States and the District of Columbia in existence at the time of the issuance of the Preliminary Approval Order that purchased a Subject Vehicle containing a Takata Inflator and that currently engage, or at the time of purchase were engaged, in automotive salvage or recycling.

A full list of Subject Vehicles, and what constitutes an “Automotive Salvager or Recycler” are at [www.recyclerpayment.org](http://www.recyclerpayment.org). The Settlements do not involve claims for personal injury or damage to any property other than the Subject Vehicles.

**What do the Settlements provide?** Under the Settlements, Class Members will be compensated for Takata Inflators in Subject Vehicles that have been recalled as of [DATE]. BMW will pay eligible Class Members 15% more per inflator than it currently, as of the Effective Date of the Agreement, unless implemented earlier, pays or paid under its prior or existing Takata Inflator Certification Program for recovered Inflators. These additional payments do **not** apply to Inflators for which BMW has already made a payment under its prior to the Takata Inflator Certification Program, or to payments made after the expiration of the two-year enhanced Takata Inflator Certification Program. More information on the benefits of the Settlements is available at the website listed below.

**How can I get the benefits under the Settlements?** You may submit a Claim to seek the benefits under the Settlement. The time to submit a claim runs two years from the date the court finally approves the Settlements. Instructions to submit a claim, and the time within which to do so, can be found in the Claim Form at [www.recyclerpayment.org](http://www.recyclerpayment.org).

**What are my options?** You are not required to do anything in response to this notice unless you wish to exclude yourself from the Settlements or file an objection. If you do not exclude yourself, then if the court approves the Settlements, you may recover any benefits to which you may be entitled under the Settlements, and you will be legally bound by the settlement terms including the release of claims. If you want to exclude yourself from the Settlements, and not receive any benefits for which you may be eligible, then you must do so by **Month DD, 2022**. If you do not exclude yourself, you may object to the Settlement by **Month DD, 2022**. You cannot both exclude yourself from and object to the Settlements. The deadlines and procedures for requesting exclusion

from the settlement or filing an objection are also explained on the settlement website. The Court will hold a fairness hearing on **Month DD, 2022** to consider whether to finally approve the Settlements and a request for **\$214,937.78** in attorneys' costs and expenses, which will be divided equally among BMW, Ford, Honda, Nissan, Mazda, Subaru, Toyota, and VW. Plaintiffs' attorneys are not seeking anything in attorneys' fees or for class representative awards associated with the settlement of this action. You may appear at the fairness hearing, either by yourself or through an attorney you hire, but you don't have to. For more information on all of these options, call or visit the website below.

**1-(859)-344-1901**

**[www.recyclerpayment.org](http://www.recyclerpayment.org)**

## **Exhibit 9**

### **List of Subject BMW Vehicles**

<b>Model</b>	<b>Model Year</b>
<b>1 Series</b>	<b>2008 - 2013</b>
<b>3 Series</b>	<b>2000 - 2013</b>
<b>5 Series</b>	<b>2000 - 2003</b>
<b>X1</b>	<b>2013 - 2015</b>
<b>X3</b>	<b>2007 - 2010</b>
<b>X5</b>	<b>2000 – 2004</b> <b>2007 - 2013</b>
<b>X6</b>	<b>2008 - 2014</b>

**UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**  
1200 New Jersey Avenue SE  
Washington D.C. 20590

\_\_\_\_\_  
In re: )  
 )  
EA15-001 )  
Air Bag Inflator Rupture )  
\_\_\_\_\_ )

**CONSENT ORDER**

This Consent Order is issued pursuant to the authority of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation, and sets forth the requirements and performance obligations in connection with the determination by TK Holdings Inc. (“Takata”) that a defect related to motor vehicle safety may arise in some of the air bag inflators that Takata manufactured for certain vehicles sold or registered in the United States (the “Takata Inflators”). This Consent Order, together with the Defect Information Reports filed by Takata with NHTSA on May 18, 2015, pursuant to the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified, 49 U.S.C. § 30101 *et seq.* and 49 C.F.R. § 573.6(c), which are hereby incorporated by reference, contains Takata’s obligations under the terms and conditions incorporated herein.

**I. NATURE OF THE ACTION.**

1. On May 18, 2015, pursuant to its legal obligations under the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified, 49 U.S.C. § 30101 *et seq.* (the “Safety Act”) and 49 C.F.R. § 573.6(c), Takata filed four Defect Information Reports (“DIRs”) with NHTSA. In the DIRs, Takata stated “that a defect related to motor vehicle safety may arise in some of the subject inflators.”



2. Specifically, Takata's DIRs state, in part, "The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results and investigation indicate that this potential for rupturing may also depend on other factors, including vehicle design factors and manufacturing variability. In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants." Copies of Takata's DIRs are attached hereto as Exhibit A and are publicly available at NHTSA's website at [www.safercar.gov](http://www.safercar.gov).

3. NHTSA issues this Consent Order pursuant to its authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), to inspect and investigate, 49 U.S.C. § 30166(b)(1), to ensure that defective vehicles and equipment are recalled, 49 U.S.C. §§ 30118-30119, to ensure the adequacy of recalls, 49 U.S.C. § 30120(c), and to require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g). It is AGREED by Takata and ORDERED by NHTSA as follows:

4. Takata shall continue to cooperate in all future regulatory actions and proceedings that are part of NHTSA's ongoing investigation and oversight of the Takata Inflators and accompanying remedial actions. This cooperation includes, but is not limited to, testing reasonably directed by NHTSA; the agency's evaluation of the adequacy of the remedy under 49 U.S.C. § 30120(c)(1); and the coordination of the recall and remedy programs, including the organization and prioritization of the remedy under 49 U.S.C. § 30120(c)(3) and 49 C.F.R. § 573.14, and if appropriate as indicated by the data received from any source in any proceeding, a phased



schedule for the implementation of the remedy. Takata's material refusal to reasonably cooperate in any way pursuant to the terms of this Consent Order may subject Takata to civil penalties pursuant to 49 U.S.C. § 30165(a)(3) and 49 C.F.R. § 578.6(a)(3).

5. NHTSA will not seek any civil penalties, as demanded in its letter dated February 20, 2015, beyond those that may be applicable before May 18, 2015.

6. NHTSA's investigation in EA15-001 shall remain open until such time as NHTSA reasonably concludes, in its sole discretion and determination, that all issues thereunder, including all science, engineering and legal issues, as well as issues related to the scope of the population of recalled inflators, geographic scope of the recalls and adequacy of the remedy have been satisfactorily resolved. Any and all subsequent actions taken by NHTSA involving the investigation into the Takata Inflators may be included as part of EA15-001.

7. Takata shall continue to cooperate with NHTSA in its ongoing investigation and oversight of the Takata Inflators. Takata shall meet its obligations under the Safety Act and all regulations thereunder to take all actions and do all things reasonably necessary to comply with this Consent Order. Takata's cooperation will include, but is not limited to, the following:

(i) Upon receipt of additional Defect Information Reports submitted by a vehicle manufacturer pursuant to 49 C.F.R. § 573.6, the subject of which is a type of Takata air bag inflator not already covered by a previously existing DIR (submitted by Takata or any vehicle manufacturer), Takata shall meet with NHTSA, in an expedited manner and not less than five business days following NHTSA's receipt of the DIR, to discuss all issues related to the subject matter of that DIR. Upon written request of NHTSA, Takata shall file the required regulatory filing(s) if any.

(ii) Upon receipt of a Notice of Deposition pursuant to 49 C.F.R. § 510.6, Takata will use its reasonable best efforts to produce its employees and corporate representatives, regardless of the location of their employment worldwide, to testify in administrative depositions

with respect to the subject matter of EA15-001 or any other related NHTSA investigation, under oath and subject to the penalty of perjury. Depositions will be conducted at the United States Department of Transportation Headquarters in Washington D.C., the Washington D.C. offices of Dechert LLP, or such other location as the parties hereto agree;

(iii) Takata shall use its reasonable best efforts to continue to respond truthfully, completely, and in a timely fashion to all ongoing and future NHTSA requests for information, whether served via formal process or otherwise, pertaining to any issue in EA15-001, or any other NHTSA inquiry or investigation, formal or otherwise, regardless of whether Takata was the subject of the investigation. To the extent specifically requested by NHTSA going forward, Takata will continue to produce documents responsive to the Special Orders and General Order previously issued in this matter;

(iv) Takata shall continue to provide to NHTSA on an ongoing and requested basis all test results and data relating to the Takata Inflators as well as any non-privileged information and documents that Takata reasonably believes to be relevant to NHTSA's investigation of the Takata Inflators; and

(v) Takata shall provide prompt notice to NHTSA in the event any requirement of this Consent Order cannot be met or timely met.

8. Nothing in this Consent Order releases Takata from any civil penalties pursuant to NHTSA's authority under the Safety Act or regulations thereunder in EA15-001 or any other investigation or inquiry, formal or informal, however, NHTSA, in its sole discretion, will take into account Takata's cooperation, including, but not limited to, its submission of the DIRs attached hereto as Exhibit A, in seeking civil penalties, if any, against Takata. Nothing in this Consent Order limits NHTSA's ability to pursue or utilize any and all of its powers under the Safety Act or regulations thereunder in any future proceeding or investigation of any type. Nothing in this Consent Order requires NHTSA to obtain Takata's consent before NHTSA takes

any future action concerning any other investigation, investigatory phase or other proceeding involving EA15-001 or any other formal or informal investigation or inquiry, concerning any potential past violation of the Safety Act by Takata. This Consent Order does not release Takata from potential civil or criminal liabilities that may be asserted by the United States, the Department of Transportation, NHTSA, or any other governmental entity. This Consent Order is not binding upon any other federal agencies, state or local law enforcement agencies, licensing authorities or any other regulatory authorities, local or federal.

9. It is contemplated that NHTSA will convene one or more meetings with Takata and the vehicle manufacturers affected by the DIRs in an attempt to organize and coordinate the safety recalls and remedy programs. It is contemplated that the meetings will include, but not be limited to, issues surrounding the organization and prioritization for remedying vehicles containing the Takata Inflators, and may also include the staging of remedies set forth in the DIRs. In addition, it is contemplated that NHTSA shall retain authority to issue orders addressing the potential geographic expansion of recalls for the PSPI and PSPI-L Takata Inflators covered by two of the DIRs attached hereto. Any order requiring the geographic expansion of such recalls shall be issued only after consultation with Takata and the affected vehicle manufacturers and shall be based on a finding by NHTSA that the then-current results of testing and analysis, from any source, of the relevant Takata Inflators as well as the consideration of the risk to safety that is presented necessitate the expansion of the recall. NHTSA will consider any relevant data, including, but not limited to test results showing performance failures that NHTSA deems to be significant and which involve the subject inflators from specific makes and models of vehicles in regions outside the States previously covered by the applicable recalls. It is contemplated that NHTSA will participate in all or some of these meetings, or parts thereof, to the extent it deems necessary, but has no obligation to do so. Takata will attend and take all reasonable steps to cooperate with



NHTSA and the affected vehicle manufacturers at any meeting convened by NHTSA pursuant to this paragraph.

10. No later than 60 days after the execution of this Consent Order, Takata shall submit a plan to NHTSA that outlines the steps Takata will take, both independently and in concert with the affected vehicle manufacturers, to achieve the objectives of the Safety Act and this Consent Order. This plan shall be comprised of the following two components:

a. After consulting with the relevant vehicle manufacturers, Takata shall propose a plan that, to the extent reasonably possible, maximizes recall completion rates for all recalls involving Takata frontal air bag inflators. This component of the plan shall specify the steps that Takata will take to assist the vehicle manufacturers in customer outreach, whether by engaging with vehicle owners through new and traditional media, direct contacts with vehicle owners, and other innovative means of bringing consumer attention to this safety issue. Takata will prepare the plan described above as it relates to each of the affected vehicle manufacturers without regard to the supplier of the remedy parts.

b. Takata will also propose a plan to provide NHTSA with test data NHTSA deems sufficient or other information regarding the service life and safety of the remedy inflators currently being manufactured by Takata.

11. This Consent Order shall remain in effect throughout the pendency EA15-001 and all related NHTSA proceedings thereunder, unless the NHTSA Administrator issues a written order providing notice of prior termination. Any breach of the obligations under this Consent Order may, at NHTSA's option, be immediately enforceable in any United States District Court. Takata agrees that it will not raise any objection as to venue.

12. This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Order.

13. This Consent Order cannot be modified, amended or waived except by an instrument in writing signed by all parties, and no provision may be modified, amended or waived other than by a writing setting forth such modification, amendment or waiver and signed by the party making the modification, amendment or waiver.

14. Nothing in this Consent Order shall be interpreted or construed in a manner inconsistent with, contravening, or waiving any federal law, rule, or regulation in effect at the time of the execution of this Consent Order, or as amended thereafter.

15. Nothing herein constitutes, and shall not be construed to be, a waiver of any right or defense and does not constitute, and shall not be construed to be, an admission of liability by Takata as to any claim, or an admission by Takata that any claim could properly be asserted against it, or that any claim brought against Takata would have any basis in law or fact.

16. Should any condition or other provision contained herein be held invalid, void or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Consent Order and shall in no way affect, impair or invalidate any other provision of this Consent Order.

17. Takata shall provide written notice of each required submission under this Consent Order by electronic mail to NHTSA's Acting Associate Administrator for Enforcement (currently Frank Borris, [Frank.Borris@dot.gov](mailto:Frank.Borris@dot.gov)), and with a copy to NHTSA's Assistant Chief Counsel for Litigation and Enforcement (currently Timothy H. Goodman, [Tim.Goodman@dot.gov](mailto:Tim.Goodman@dot.gov)). NHTSA will provide notice to Takata if the individuals holding these positions or their e-mail addresses change.

18. The parties who are the signatories to this Consent Order have the legal authority to enter into this Consent Order, and each party has authorized its undersigned to execute this Consent Order on its behalf.

19. This Consent Order may be executed in counterparts, each of which shall be considered effective as an original signature.

20. This Consent Order is a fully integrated agreement and shall in all respects be interpreted, enforced and governed under the federal law of the United States. This Consent Order and the DIRs appended hereto as Exhibit A, set forth the entire agreement between the parties with regard to the subject matter hereof. There are no promises, agreements or conditions, expressed or implied, other than those set forth in this Consent Order and the DIRs in Exhibit A hereto.

APPROVED AND SO ORDERED:

NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: May 18, 2015

By: **//ORIGINAL SIGNED BY//**

Mark R. Rosekind, Ph.D.  
Administrator

Dated: May 18, 2015

By: 

Timothy H. Goodman  
Assistant Chief Counsel  
for Litigation & Enforcement

Dated: May 18, 2015


By: 

Christie L. Iannetta  
Senior Trial Attorney

AGREED:

Dated: May 18, 2015

TK HOLDINGS INC.

By: 

Shunkichi Shimizu  
President

By: 

Andrew J. Levander  
Dechert LLP  
Counsel for TK Holdings Inc.  
Approved as to Form



**CONSENT ORDER – EXHIBIT A**

- 1. Defect Information Report, TK Holdings Inc. – PSDI, PSDI-4 and PSDI-4K Driver Air Bag Inflators.**
- 2. Defect Information Report, TK Holdings Inc. – SPI Passenger Air Bag Inflators.**
- 3. Defect Information Report, TK Holdings Inc. –PSPI-L Passenger Air Bag Inflators.**
- 4. Defect Information Report, TK Holdings Inc. – PSPI Passenger Air Bag Inflators.**

May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**PSDI, PSDI-4, and PSDI-4K DRIVER AIR BAG INFLATORS**

1. **Manufacturer's name:**

TK Holdings Inc. ("Takata").

2. **Items of equipment potentially affected:**

All PSDI, PSDI-4, and PSDI-4K air bag inflators installed in frontal driver air bag modules in vehicles in the United States. This Report contemplates a national recall of the subject inflators. The subject inflators include all years of production, from start of production to end of production.

In accordance with the proposed staging of the remedy program described in section 7 below, the scope of the recall contemplated by this Report includes vehicles containing the subject inflators that were previously recalled and remedied by the affected vehicle manufacturers, including under recall numbers 08V-593, 09V-259, 10V-041, 11V-260, 14V-351, 14V-343, 14V-344, 14V-348, 14V-817, 14V-802, and 15V-153.

The inflators covered by this determination have been installed as original equipment or remedy parts in vehicles sold or registered in the United States and manufactured by the following five vehicle manufacturers (listed alphabetically):

American Honda Motor Co.  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Phone: 310-783-2000

BMW of North America  
P.O. Box 1227  
Woodcliff Lake, NJ 07677-7731  
Phone: 201-307-4000

Chrysler Group LLC  
800 Chrysler Drive  
Auburn Hills, MI 48326-2757  
Phone: 1-800-853-1403

**TK HOLDINGS INC.**  
**May 18, 2015**

Ford Motor Company  
330 Town Center Drive  
Dearborn, MI 48126-2738  
Phone: 1-866-436-7332

Mazda North American Operations  
46976 Magellan Drive  
Wixom, MI 48393  
Phone: 248-295-7859

**3. Total number of items of equipment potentially affected:**

Takata estimates that a combined total of approximately 17.6 million subject inflators have been installed in vehicles in the United States as both original equipment and remedy parts. Of that number, Takata estimates that approximately 4.7 million are PSDI inflators and approximately 12.9 million are PSDI-4 and PSDI-4K inflators. Included within these estimates are approximately 9.7 million inflators that were subject to previous recalls or safety campaigns.

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of PSDI subject inflators in the United States is fifty-nine (59). Fifty-four (54) of those field incidents occurred in vehicles that were subject to previous recalls. The number of field incidents known to Takata involving ruptures of PSDI-4 and PSDI-4K subject inflators in the United States is four (4). For comparison purposes, Takata estimates that there have been approximately 258,500 total field deployments of PSDI subject inflators and approximately 516,000 total field deployments of PSDI-4 and PSDI-4K subject inflators in the United States. Those estimates are based on the numbers of subject inflators described in section 3, estimates of the average age of the subject inflators in the field (11 years for PSDI and 8 years for PSDI-4 and PSDI-4K), and an estimate (used by NHTSA in its data analyses) that an average of 0.5 percent of frontal air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in no (zero) ruptures of PSDI subject inflators tested and has resulted in nine (9) ruptures (approximately 0.0722 percent) of PSDI-4 and PSDI-4K subject inflators tested, all from high absolute humidity States.



**TK HOLDINGS INC.**  
**May 18, 2015**

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The batwing-shaped propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, this potential for rupturing may also depend on other factors, including manufacturing variability.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

**6. Chronological summary of events leading to this determination:**

May 2003 – A PSDI-4 inflator ruptured in a BMW vehicle in Switzerland. After Takata was notified, the investigation determined that the 17-month-old inflator ruptured due to an overloading of propellant in the assembly of the inflator at issue. Takata introduced additional quality control measures designed to avoid such overloading.

May 2004 – A PSDI inflator manufactured in October 2001 ruptured in a Honda vehicle in Alabama. Takata was first notified of the event a year later in May 2005 and received only photographs for analysis. Takata tentatively concluded that the incident may have involved a potentially compromised tape seal on this inflator or possibly an overloading of propellant in the inflator at issue.

2007–2011 – After Takata was notified in late 2007 of a rupture of a PSDI inflator in a Honda vehicle, Takata promptly began an investigation. Following that investigation, in October 2008, Takata recommended that Honda conduct a safety recall to replace certain PSDI inflators, and Honda did so. Based on further investigation and additional information developed by Takata, Honda expanded its initial recall on several occasions to cover all vehicles containing PSDI inflators manufactured prior to December 1, 2001.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation into reports of inflator ruptures, Takata has consulted with the Fraunhofer Institute for Chemical Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include

**TK HOLDINGS INC.**

**May 18, 2015**

energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

September 2013 – Takata became aware of a rupture of a PSDI driver inflator in a Honda vehicle in Florida that was not covered by the prior Honda recalls. Takata immediately commenced an additional investigation.

December 2013 – April 2015 – Takata was informed of eight additional incidents in which PSDI and PSDI-4 driver inflators not covered by the prior Honda recalls had ruptured. These eight additional field incidents occurred in the following States: Florida (6), California (1), and North Carolina (1).

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata's highest priority is safety, and in light of the Company's desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA's request for regional field actions to replace PSDI and PSDI-4 inflators manufactured between January 1, 2004 and June 30, 2007, that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain passenger inflators.) The five vehicle manufacturers that had installed these driver inflators promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 174 PSDI inflators and 12,464 PSDI-4 and PSDI-4K inflators. None (zero) of the PSDI inflators ruptured during this testing, and nine (9) of the PSDI-4 and PSDI-4K inflators ruptured during this testing, yielding a rupture rate for the PSDI-4 and PSDI-4K inflators of 0.0722 percent. Six (6) of the ruptured inflators were returned from Florida, two (2) from Puerto Rico, and one (1) from non-coastal Georgia.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by



TK HOLDINGS INC.

May 18, 2015

means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur. In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers to Takata for the validation and production of the subject inflators as original equipment.

The results of the Fraunhofer ICT research and the Takata testing to date are consistent with the location and age of the inflators that have ruptured in the field and in Takata's testing.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Defect Information Report.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015, Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

At the present time, Takata continues to produce a small number of PSDI-4 inflators for use as remedy parts. Takata intends to cease production of the subject inflators, including for use as remedy parts.

Consistent with the above, including Takata's discussions with NHTSA, Takata's preliminary recommendation for the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under this approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators in four stages over time, as outlined here:

- First, vehicles sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, Mississippi, California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri, and containing subject inflators manufactured between the start of production and December 31, 2007;

**TK HOLDINGS INC.**  
**May 18, 2015**

- Second, vehicles sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, Mississippi, California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri, and containing subject inflators manufactured between the start of production and December 31, 2011;
- Third, vehicles sold in or ever registered in any other States not listed above and containing subject inflators manufactured between the start of production and December 31, 2007; and
- Fourth, any remaining vehicles not listed above that contain the subject inflators, including subject inflators previously installed as remedy parts.

May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**SPI PASSENGER AIR BAG INFLATORS**

**1. Manufacturer's name:**

TK Holdings Inc. ("Takata").

**2. Items of equipment potentially affected:**

All SPI air bag inflators manufactured by Takata between April 2000 (start of production) and the end of inflator production for vehicle Model Year 2008 that were installed as original equipment in frontal passenger air bag modules in vehicles sold in the United States. This Report contemplates a nationwide recall of the subject inflators.

The scope of the recall contemplated by this Report includes vehicles that were previously recalled under prior recalls, including recall numbers 13V-133, 13V-136, 14V-361, 14V-312, 14V-399, 14V-340, 14V-343, 14V-350, 14V-421, 14V-471, 14V-655, 14V-701, 14V-752, 14V-763, 14V-770, 14V-787, and 15V-226. The inflators described in this Report may have previously been covered under two Defect Information Reports filed by Takata: 13E-017 and 14E-073.

Takata continues to conduct engineering analyses of SPI inflators produced after the end of production for Model Year 2008.

The inflators covered by this determination were installed in vehicles manufactured by the following vehicle manufacturers (listed alphabetically):

Chrysler Group LLC  
800 Chrysler Drive  
Auburn Hills, MI 48326-2757  
Phone: (800) 853-1403

Daimler Trucks North America LLC  
4747 N. Channel Avenue  
Portland, OR 97217-3849  
Phone: (503) 745-8000



**TK HOLDINGS INC.**  
**May 18, 2015**

Ford Motor Company  
330 Town Center Drive  
Dearborn, MI 48126-2738  
Phone: (866) 436-7332

General Motors LLC  
3001 Van Dyke Road  
Warren, MI 48090-9020  
Phone: (313) 556-5000

Mitsubishi Motors North America, Inc.  
6400 Katella Avenue  
Cypress CA 90630  
Phone: (714) 372-6000

Nissan North America, Inc.  
One Nissan Way  
Franklin, TN 37068  
Phone: (615) 725-1000

Subaru of America, Inc.  
P.O. Box 6000  
Cherry Hill, NJ 08034-6000  
Phone: (856) 488-8500

Toyota Motor Engineering & Manufacturing  
19001 South Western Ave.  
Torrance, CA 90501  
Phone: (800) 331-4331

**3. Total number of items of equipment potentially affected:**

Takata manufactured approximately 7.7 million SPI inflators for the North American market during the date range covered by this Report. Of that number, Takata estimates that approximately 2.8 million were subject to previous recalls and safety campaigns. Although Takata knows how many subject inflators it sold to each of the vehicle manufacturers identified above during the relevant period, it does not know precisely how many of those inflators were installed in vehicles that were sold in or registered in the United States. More precise information can be supplied by the vehicle manufacturers.

**TK HOLDINGS INC.**

**May 18, 2015**

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is eight (8). Of those field incidents, four (4) involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 202,125 total field deployments of SPI subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (10.5 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in fifty-six (56) ruptures (approximately 0.9 percent) of the subject inflators tested.

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results and investigation indicate that this potential for rupturing may also depend on other factors, including vehicle design factors and manufacturing variability.

Takata is also aware of a potential issue associated with the inflator body internal tape seals on some SPI inflators. During its investigation, Takata observed a small number of tape seal leaks in SPI inflators manufactured prior to 2007. These leaks were discovered during leak testing in 2014, as part of the Takata returned-inflator evaluation program. Leaks have been found in SPI inflators returned from several of the vehicle manufacturers listed in section 2. Such a leak can increase the potential for moisture to reach the main propellant wafers, possibly in areas outside of the highest absolute humidity States.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.



TK HOLDINGS INC.  
May 18, 2015

**6. Chronological summary of events leading to this determination:**

May 2009–March 2010 – Four SPI inflators ruptured in auto recycling centers in Japan.

October 2011 – Takata was first notified of a reported field rupture involving an SPI inflator in a Toyota vehicle in Japan.

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional field rupture incidents in the United States, two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years). These incidents all occurred in Toyota Corolla vehicles and involved PSPI-L inflators.

April 2013 – Based on its investigation, Takata submitted a defect information report (“DIR”), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a

**TK HOLDINGS INC.**

**May 18, 2015**

relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata’s highest priority is safety, and in light of the Company’s desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA’s request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Three of these involved SPI inflators installed in Nissan Sentra vehicles. Two of these incidents occurred in Florida and the remaining incident occurred in Louisiana.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing includes (but is not limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 5,911 SPI passenger inflators. Of those inflators, 56 ruptured during this testing, yielding a rupture rate of 0.9 percent. All of these test ruptures involved inflators returned from the States identified in the prior paragraph, except two (one returned from Oregon and one from Pennsylvania) that were subject to previous recalls.



TK HOLDINGS INC.

May 18, 2015

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research to date are consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing. Takata's testing also indicates that the design of the vehicle and the design of the air bag module are associated with differences in outcomes.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

In addition, as part of its investigation, Takata conducted air leak tests and helium leak tests on certain inflators. Leak testing started in November 2014 as part of Takata's returned-inflator evaluation program. Through May 1, 2015, Takata has identified a high leak rate in 28 out of 1027 SPI inflators tested. The cause of these leaks is still under investigation, but it appears to be due, in part, to an adhesion failure of the tape seal that occurs after long-term environmental exposure. No leaks have been observed in any inflators manufactured after 2004.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Defect Information Report. In particular, in an abundance of caution and to address practical considerations relating to the administration of the remedy program for the United States, Takata agreed to extend the scope of the present Report through inflator production for Model Year 2008 at the insistence of NHTSA.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015, Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

**TK HOLDINGS INC.**

**May 18, 2015**

At this time and consistent with the above, including Takata's discussions with NHTSA, Takata's preliminary recommendation for the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under this approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators in four stages, based on the order of production with the oldest inflators being remedied first.

May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**PSPI-L PASSENGER AIR BAG INFLATORS**

1. **Manufacturer's name:**

TK Holdings Inc. ("Takata").

2. **Items of equipment potentially affected:**

All PSPI-L air bag inflators installed as original equipment in frontal passenger air bag modules in specific vehicle models sold in the United States, as follows:

Model Years 2004-2007 Honda Accord vehicles  
Model Years 2003-2007 Toyota Corolla vehicles  
Model Years 2003-2007 Toyota Matrix vehicles  
Model Years 2003-2007 Pontiac Vibe vehicles

This Report contemplates the potential for a national recall, subject to the determinations of NHTSA and consultations with the affected vehicle manufacturers, as described in section 7 below. The recall contemplated in this Report would be in addition to the previous recalls and safety campaigns involving these inflators, including recall numbers 13V-132, 13V-133, 14V-312, 14V-349, 14V-353, 14V-655, and 14V-700. Takata previously filed Defect Information Reports 13E-017 and 14E-073 relating to the subject inflators.

Takata continues to conduct engineering analyses of other PSPI-L inflators, including those produced after the end of production for Model Year 2007.

The inflators covered by this determination were installed as original equipment in vehicles manufactured by the following vehicle manufacturers (listed alphabetically):

American Honda Motor Co.  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Phone: (310) 783-2000

General Motors LLC  
30001 Van Dyke Road  
Warren, MI 48090-9020  
Phone: (313) 556-5000



**TK HOLDINGS INC.**  
**May 18, 2015**

Toyota Motor Engineering & Manufacturing  
19001 South Western Ave.  
Torrance, CA 90501  
Phone: (800) 331-4331

**3. Total number of items of equipment potentially affected:**

The total number of subject inflators potentially affected on a national basis in the vehicle models identified above is approximately 5.2 million. Of that number, Takata estimates that approximately 1.1 million are subject to previous recalls and safety campaigns.

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is ten (10). Of those field ruptures, four (4) involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 143,000 total field deployments of the subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (11 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by the vehicle manufacturers, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in 180 ruptures (approximately 2.16 percent) of the subject inflators tested.

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results indicate that even with identical inflator designs, the likelihood of a potential rupture is greater in certain vehicle models, including the models identified above, due to factors that have not yet been identified. The potential for rupture may also be influenced by other factors, including manufacturing variability.



TK HOLDINGS INC.

May 18, 2015

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

**6. Chronological summary of events leading to this determination:**

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional incidents in the United States (two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years)). These incidents all occurred in Honda Civic or Toyota Corolla vehicles.

April 2013 – Based on its investigation, Takata submitted a defect information report (“DIR”), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a

**TK HOLDINGS INC.**

**May 18, 2015**

relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata’s highest priority is safety, and in light of the Company’s desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA’s request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Four of these involved PSPI-L inflators installed in Toyota Corolla vehicles. Three of these incidents occurred in Puerto Rico and the remaining incident occurred in Texas.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 8,320 PSPI-L inflators from the affected vehicle manufacturers, including inflators installed in vehicle models not covered by this report. Of those inflators, 180 ruptured during this testing, yielding a rupture rate of 2.16 percent. All but three of these test ruptures involved inflators returned from the high absolute humidity States listed in the first stage of the remedy program described in section 7 below. The remaining three test ruptures involved inflators returned from Illinois (2) and Kentucky (1), but the information available to



**TK HOLDINGS INC.**  
**May 18, 2015**

Takata indicates that these three inflators were removed from vehicles that had been registered for several years in Florida or coastal Texas.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long-term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research date are consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing.

Takata's testing indicates that vehicle and model design differences are associated with differences in outcomes. Significantly, Takata's test results indicate that the likelihood of a potential rupture is greater in the vehicle models identified in this report, due to as-yet unidentified factors.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Report.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015 (the "Consent Order"), Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

Pursuant to the Consent Order, Takata will continue to test the subject inflator type in all makes, models, and model years of vehicles that are covered by a safety campaign or otherwise made available or obtained by Takata for testing, and Takata will report those results to NHTSA.

**TK HOLDINGS INC.**

**May 18, 2015**

Consistent with paragraphs 4 and 9 of the Consent Order, this Report recommends and contemplates that the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under that approach, Takata plans to work with the manufacturers of the vehicles in which the subject inflators were installed to implement appropriate recalls to replace the subject inflators first in high absolute humidity States, with any further expansion of the remedy program to proceed by geographic zones, contingent on subsequent orders that may be issued by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, as follows:

- The initial recall contemplated by this Report and the Consent Order would include the vehicle models listed in section 2 that were sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, and Mississippi;
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri;
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of Ohio, Indiana, New Jersey, West Virginia, the District of Columbia, Kansas, Pennsylvania, Washington, Massachusetts, Connecticut, Michigan, New York, Rhode Island, Oregon, Iowa, and Nebraska; and
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any of the remaining States.



May 18, 2015

**DEFECT INFORMATION REPORT**

**TK HOLDINGS INC.**

**PSPI PASSENGER AIR BAG INFLATORS**

**1. Manufacturer's name:**

TK Holdings Inc. ("Takata").

**2. Items of equipment potentially affected:**

All PSPI air bag inflators installed as original equipment in frontal passenger air bag modules in specific vehicle models sold in the United States, as follows:

Model Year 2003 Honda Accord vehicles  
Model Years 2001-2006 Honda Civic vehicles

The above represents all Model Years of the listed vehicle makes and models that contain PSPI inflators.

This Report contemplates the potential for a national recall, subject to the determinations of NHTSA and consultations with the vehicle manufacturer, as described in section 7 below. The recall contemplated in this Report would be in addition to the previous recalls and safety campaigns involving these inflators, including recall numbers 13V-132, 14V-349, 14V-353, and 14V-700. Takata previously filed Defect Information Reports 13E-017 and 14E-073 relating to the subject inflators.

The inflators covered by this determination were installed as original equipment in vehicles manufactured by the following vehicle manufacturer:

American Honda Motor Co.  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Phone: (310) 783-2000

**3. Total number of items of equipment potentially affected:**

The total number of subject inflators potentially affected on a national basis in the vehicle models identified above is approximately 3.3 million. Of that number, Takata estimates that approximately 2.1 million are subject to previous recalls and safety campaigns.

**TK HOLDINGS INC.**  
**May 18, 2015**

**4. Approximate percentage of items of equipment estimated to actually contain the defect:**

The number of field incidents known to Takata involving ruptures of the subject inflators in the United States is three (3), all of which involved inflators that were subject to previous recalls. For comparison purposes, Takata estimates that there have been approximately 94,875 total field deployments of the subject inflators in the United States. That estimate is based on the number of subject inflators described in section 3, an estimate of the average age of the subject inflators in the field (11.5 years), and an estimate that an average of 0.25 percent of passenger air bags deploy in the field each year. In addition, as described below, since September 2014, Takata has conducted ballistic testing of a selected population of subject inflators returned by Honda, including a disproportionate number of subject inflators returned from areas of high absolute humidity; that ballistic testing to date has resulted in twenty (20) ruptures (approximately 0.51 percent) of the subject inflators tested.

**5. Description of the defect:**

As a result of the developments and circumstances described below and in section 4 above, Takata has determined that a defect related to motor vehicle safety may arise in some of the subject inflators.

The propellant wafers in some of the subject inflators may experience an alteration over time, which could potentially lead to over-aggressive combustion in the event of an air bag deployment. Depending on the circumstances, this potential condition could create excessive internal pressure when the air bag is deployed, which could result in the body of the inflator rupturing upon deployment. Based upon Takata's investigation to date, the potential for such ruptures may occur in some of the subject inflators after several years of exposure to persistent conditions of high absolute humidity. In addition, Takata's test results indicate that even with identical inflator designs, the likelihood of a potential rupture is greater in certain vehicle models, including the models identified above, due to factors that have not yet been identified. The potential for rupture may also be influenced by other factors, including manufacturing variability.

In the event of an inflator rupture, metal fragments could pass through the air bag cushion material, which may result in injury or death to vehicle occupants.

**6. Chronological summary of events leading to this determination:**

October or November 2011 – Takata was notified of a rupture of a PSPI passenger inflator in a model year 2001 Honda Civic vehicle located in Puerto Rico. Takata promptly began an investigation.

2010–Present – Beginning in 2010 and at different periods thereafter, in connection with its investigation, Takata has consulted with the Fraunhofer Institute for Chemical



**TK HOLDINGS INC.**  
**May 18, 2015**

Technology (“Fraunhofer ICT”) to provide an independent research investigation of the root cause of the inflator ruptures. Fraunhofer ICT conducts research for government and industry and its core competencies include energetic materials and energetic systems. Fraunhofer ICT is considered the leading research organization within the pyrotechnic gas generator and airbag system industry.

August 2012 – November 2012 – Takata was informed of three additional incidents in the United States (two in Puerto Rico and one in Maryland (the Maryland vehicle had previously been operated in Florida for eight years)). These incidents all occurred in Honda Civic or Toyota Corolla vehicles.

April 2013 – Based on its investigation, Takata submitted a defect information report (“DIR”), identified by NHTSA as 13E-017, which covered certain passenger inflators containing propellant wafers manufactured at Takata’s Moses Lake, Washington plant during the period from April 13, 2000 through September 11, 2002, and certain air bag inflators manufactured at Takata’s Monclova, Mexico plant during the period from October 4, 2001 through October 31, 2002. Promptly thereafter, the five manufacturers of vehicles in which those inflators had been installed submitted corresponding DIRs and recalled those vehicles: 13V-130 (Mazda); 13V-132 (Honda); 13V-133 (Toyota); 13V-136 (Nissan); and 13V-172 (BMW).

June 2014 – Takata notified the vehicle manufacturers that some of its traceability records were incomplete (*i.e.*, Takata could not identify with absolute certainty the propellant lots from which the propellant wafers in a specific inflator were taken), and that it was possible for propellant wafers to have been stored at its Monclova plant for up to three months before being used in an inflator. Based on those findings, and to assure that all potentially affected inflators were covered, Takata recommended that all PSPI, PSPI-L, and SPI inflators built through the end of 2002 should be recalled. Based on that recommendation, the five vehicle manufacturers identified above decided to expand their 2013 recalls: 14V-312 (Toyota); 14V-349 (Honda); 14V-361 (Nissan); 14V-362 (Mazda); and 14V-428 (BMW). In addition, based on the expanded date range for the covered inflators, Fuji Heavy Industries (Subaru) submitted a similar DIR covering a relatively small number of vehicles (14V-399). Subaru was not affected by the original date range in 13E-017.

June 11, 2014 – Takata sent a letter to NHTSA stating that, consistent with the fact that Takata’s highest priority is safety, and in light of the Company’s desire to address potential safety concerns promptly and thoroughly, Takata would support NHTSA’s request for regional field actions to replace PSPI, PSPI-L, and SPI passenger inflators manufactured between the start of production in April 2000 and July 31, 2004 that were installed in vehicles sold in or registered in Puerto Rico, Florida, Hawaii, and the U.S. Virgin Islands, based on the high levels of absolute humidity in those areas. (Those regional field actions also covered certain driver inflators.) The 10 vehicle manufacturers that had installed these passenger inflators in their vehicles promptly agreed to conduct

**TK HOLDINGS INC.**

**May 18, 2015**

the requested regional field actions and to send the replaced inflators to Takata for testing.

June 11, 2014 – Based on six field ruptures of Takata inflators (three driver inflators and three passenger inflators), NHTSA opened a defect investigation, PE14-016. On March 2, 2015, that investigation was upgraded to EA15-001.

April 2014 – April 2015 – Takata was informed of seven additional incidents in which passenger inflators not covered by the prior recalls had ruptured. Four of these involved PSPI-L inflators installed in Toyota Corolla vehicles. Three of these incidents occurred in Puerto Rico and the remaining incident occurred in Texas.

October – December 2014 – At the request of NHTSA, Toyota, Honda, and Nissan submitted DIRs covering vehicles with the passenger inflators covered by the regional field actions identified above that had been sold in or registered in a wider geographical area, including Puerto Rico, Hawaii, the U.S. Virgin Islands, Guam, Saipan, American Samoa, Florida and adjacent counties in southern Georgia, as well as the coastal areas of Alabama, Louisiana, Mississippi and Texas. On November 17, 2014, Takata submitted DIR 14E-073. Subsequently, in December 2014, several other vehicle manufacturers submitted DIRs with respect to regional recalls covering vehicles with the identified inflators that had been sold in or registered in those areas.

September 2014 – May 2015 – As part of its continuing investigation, Takata has conducted extensive testing of inflators returned by the vehicle manufacturers. This testing has included (but has not been limited to) ballistic tests, live dissections, propellant analysis for moisture, chemical analysis, air and helium leak testing, and CT scanning. As of May 1, 2015, Takata has ballistically tested 3,932 Honda PSPI inflators. Of those inflators, 20 ruptured during this testing, yielding a rupture rate of 0.51 percent. All of these test ruptures involved inflators returned from the high absolute humidity States listed in the first stage of the remedy program described in section 7 below.

Although the Company's testing and investigation is ongoing, with the aid of the independent research performed by Fraunhofer ICT, Takata has reached some preliminary conclusions. It appears that the inflator ruptures have a multi-factor root cause that includes the slow-acting effects of a persistent and long-term exposure to climates with high temperatures and high absolute humidity. Exposure over a period of several years to persistent levels of high absolute humidity outside the inflator, combined with the effects of thermal cycling, may lead to moisture intrusion in some inflators by means of diffusion or permeation. Fraunhofer ICT has identified the possibility in these climates for moisture intrusion into the inflator over time and a process by which the moisture may slowly increase the porosity of the propellant within the inflator. Fraunhofer ICT's analysis also indicates that the design of the inflator and the grain (shape) of the propellant can affect the likelihood that the porosity change will occur, as can manufacturing variability. The results of the Fraunhofer ICT research to date are



**TK HOLDINGS INC.**

**May 18, 2015**

consistent with the geographic location and age of the inflators that have ruptured in the field and in Takata's testing.

Takata's testing indicates that vehicle and model design differences are associated with differences in outcomes. Significantly, Takata's test results indicate that the likelihood of a potential rupture is greater in the vehicle models identified in this report, due to as-yet unidentified factors.

In addition, the analysis to date suggests that the potential for this long-term phenomenon to occur was not within the scope of the testing specifications prescribed by the vehicle manufacturers for the validation and production of the subject inflators as original equipment.

May 2015 – Based upon the results of its investigation and the preliminary conclusions identified above, as well as NHTSA's insistence that action be taken to mitigate the risk posed to safety by these inflators, Takata decided to submit this Report.

**7. Description of the remedy program:**

Consistent with the Consent Order issued by NHTSA on or about May 18, 2015 (the "Consent Order"), Takata shall cooperate with NHTSA in all future regulatory actions and proceedings pursuant to NHTSA's authority under the National Traffic and Motor Vehicle Safety Act, or any regulations thereunder, including 49 U.S.C. § 30120(c)(3), regarding the organization and prioritization of replacement air bag inflators.

Pursuant to the Consent Order, Takata will continue to test the subject inflator type in all makes, models, and model years of vehicles that are covered by a safety campaign or otherwise made available or obtained by Takata for testing, and Takata will report those results to NHTSA.

Consistent with paragraphs 4 and 9 of the Consent Order, this Report recommends and contemplates that the remedy program for the subject inflators is to use a phased customer notification and remedy approach. Under that approach, Takata plans to work with the manufacturer of the vehicles in which the subject inflators were installed (Honda) to implement an appropriate recall to replace the subject inflators first in high absolute humidity States, with any further expansion of the remedy program to proceed by geographic zones, contingent on subsequent orders that may be issued by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturers, as follows:

- The initial recall contemplated by this Report and the Consent Order would include the vehicle models listed in section 2 that were sold in or ever registered in any part of Florida, Puerto Rico, the U.S. Virgin Islands, Hawaii, the Outlying U.S. Territories, Texas, Louisiana, Georgia, South Carolina, Alabama, and Mississippi;

**TK HOLDINGS INC.**

**May 18, 2015**

- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of California, Oklahoma, North Carolina, Virginia, Arkansas, Kentucky, Tennessee, Illinois, Delaware, Maryland, and Missouri;
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the Consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any part of Ohio, Indiana, New Jersey, West Virginia, the District of Columbia, Kansas, Pennsylvania, Washington, Massachusetts, Connecticut, Michigan, New York, Rhode Island, Oregon, Iowa, and Nebraska; and
- Pursuant to the Consent Order, if ordered by NHTSA based on the results of further testing and engineering analysis of the subject inflators and following consultation with Takata and the affected vehicle manufacturer, the recall contemplated by this Report and the consent Order would expand to include the vehicle models listed in section 2 that were sold in or ever registered in any of the remaining States.

**UNITED STATES DEPARTMENT OF TRANSPORTATION  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**  
1200 New Jersey Avenue SE  
Washington, D.C. 20590

**In re:** )  
 )  
EA15-001 )  
Air Bag Inflator Rupture )  
 )  
 )  
 )

**CONSENT ORDER**

This Consent Order is issued pursuant to the authority of the National Highway Traffic Safety Administration (“NHTSA”), an operating administration of the U.S. Department of Transportation, to resolve issues of liability raised in the above-captioned investigation, to mitigate and control risks of harm, and to promote public safety. This Consent Order sets forth the penalties, requirements, and performance obligations agreed to by TK Holdings Inc. (“Takata”), in connection with Takata’s alleged failure to fully comply with the requirements of the National Traffic and Motor Vehicle Safety Act of 1966 as amended and recodified (the “Safety Act”), 49 U.S.C. § 30101, *et seq.*, and applicable regulations thereunder, as detailed herein.

The Consent Order of May 18, 2015, issued by NHTSA in this matter and agreed to by Takata, remains in effect and is hereby incorporated by reference, and its terms and conditions are made a part of this Consent Order as if set forth fully herein.

**I. NATURE OF THE ACTION**

1. The Safety Act provides for regulation of motor vehicles and motor vehicle equipment by the Secretary of Transportation. The Secretary has delegated his authorities under the Safety Act to the NHTSA Administrator, 49 C.F.R. §§ 1.95(a), 501.2(a)(1).

2. The Safety Act and applicable regulations impose certain obligations on manufacturers of motor vehicles and motor vehicle equipment to provide timely notice to NHTSA in particular circumstances where the manufacturer has determined in good faith that its motor vehicles or items of equipment contain a defect related to motor vehicle safety or do not comply with a Federal Motor Vehicle Safety Standard. *See* 49 U.S.C. § 30118(c); 49 C.F.R. § 573.3(e)(f); 49 C.F.R. § 573.6(a). Such notice, in the form of a Defect Information Report, is required not more than five working days after the manufacturer knew or should have known of a potential defect in its motor vehicle or motor vehicle equipment that poses an unreasonable risk to safety, or a non-compliance in its vehicles or equipment. *See* 49 C.F.R. § 573.6(a); *see also* *United States v. General Motors Corp.*, 656 F. Supp. 1555, 1559 n.5 (D.D.C. 1987); *United States v. General Motors Corp.*, 574 F. Supp. 1047, 1049-50 (D.D.C. 1983).

3. The Safety Act and applicable regulations impose certain obligations on manufacturers to preserve records that are needed for the proper investigation, and adjudication or other disposition, of possible defects related to motor vehicle safety. 49 U.S.C. § 30166(e); 49 C.F.R. § 576.2. The records to be maintained by manufacturers include documentary materials that contain information concerning malfunctions that may be related to motor vehicle safety. 49 C.F.R. § 576.6. Such malfunctions include any failure in performance that could, in any reasonably foreseeable manner, be a causative factor in, or aggravate, an accident or an injury to a person. 49 C.F.R. § 576.8.

4. The Safety Act and applicable regulations impose certain obligations on manufacturers to provide timely, accurate, and complete information and cooperation in response to requests from NHTSA in connection with the investigation of potential risks to safety. *See* 49 U.S.C. §§ 30166(c), 30166(e).

5. A person who violates the defect notification requirements of the Safety Act, or a regulation thereunder, is currently liable to the United States Government for a civil penalty of not more than \$7,000 for each violation, subject to a limit of \$35,000,000 for a related series of violations. *See* 49 U.S.C. § 30165(a)(1); 49 C.F.R. § 578.6(a)(1). A person who fails to comply with the records retention and/or reporting obligations of section 30166 is currently liable for penalties of up to \$7,000 per day per violation, subject to a limit of \$35,000,000 for a related series of violations. 49 U.S.C. § 30165(a)(3); 49 C.F.R. § 578.6(a)(3). A separate violation occurs for each item of motor vehicle equipment and for each failure or refusal to allow or perform a required act. 49 U.S.C. § 30165(a)(1); 49 C.F.R. § 578.6(a)(1).

6. Takata is a manufacturer of motor vehicle equipment within the meaning of the Safety Act, *see* 49 U.S.C. §§ 30102(a)(5), 30102(a)(7), and a person within the meaning of 49 U.S.C. § 30165.

## **II. BACKGROUND**

7. On June 11, 2014, NHTSA opened a formal defect investigation (Preliminary Evaluation, PE14-016) into certain Takata air bag inflators that may become over-pressurized and rupture during air bag deployment, resulting in injury to the driver and/or passenger.

8. During the course of PE14-016, NHTSA issued two Special Orders to Takata, one on October 30, 2014 and one on November 18, 2014, and one General Order to Takata and the affected motor vehicles manufacturers on November 18, 2014, all of which requested documents and information related to the investigation.

9. On February 24, 2015, NHTSA upgraded and expanded its investigation to include various model year 2001-2011 motor vehicles, which contain air bag inflators manufactured by Takata (Engineering Analysis, EA15-001).



10. On May 18, 2015, Takata filed four Defect Information Reports with NHTSA in accordance with 49 C.F.R. § 573.6 (the “Takata DIRs”). In those Takata DIRs, Takata identified a defect related to motor vehicle safety that may arise in some of the frontal air bag inflator types that it has manufactured. The Takata DIRs have been designated by NHTSA as Recall Nos. 15E-040, 15E-041, 15E-042, and 15E-043.

11. On May 18, 2015, in connection with the filing of the Takata DIRs, Takata agreed to and NHTSA issued a Consent Order in EA15-001 (the “First Takata Consent Order”). Under the terms of the First Takata Consent Order, Takata was required to continue its cooperation in NHTSA investigation EA15-001; continue its cooperation in all regulatory actions and proceedings that may become part of NHTSA’s ongoing investigation and oversight of Takata air bag inflators; submit a plan to NHTSA outlining the steps Takata would take to maximize recall completion rates (the “‘Get the Word Out’ Digital Outreach Plan”); and submit a plan to provide NHTSA with test data and other information regarding the service life and safety of the remedy inflators (the “Proposed Plan to Test the Service Life and Safety of Certain Inflators”). *See* First Takata Consent Order at ¶¶ 7, 10. To date, Takata has substantially complied with the First Takata Consent Order.

12. On June 5, 2015, NHTSA issued a Notice of Coordinated Remedy Program Proceeding for the Replacement of Certain Takata Air Bag Inflators, and opened Docket No. NHTSA-2015-0055, to determine what action, if any, the agency should undertake to prioritize, organize, and phase the recall and remedy programs related to the Takata DIRs. *See* 80 Fed. Reg. 32197 (June 5, 2015).

13. Since commencing the Coordinated Remedy Program Proceeding, NHTSA has issued two additional Special Orders to Takata - one on June 19, 2015 and one on August 13,

2015. The Special Orders sought documents and information relevant to NHTSA's investigation and the Coordinated Remedy Program Proceeding. To date, Takata has substantially complied with these Special Orders.

### III. FINDINGS

14. During the course of NHTSA's investigation, including its review of Takata's responses to the Special Orders issued by NHTSA, its review of documents produced by Takata, and its review of information proactively disclosed by Takata, the agency has discovered facts and circumstances indicating that Takata may have violated the Safety Act and the regulations thereunder in at least some respects; including possible violations of 49 U.S.C. § 30118(c)(1), 49 U.S.C. § 30119(c)(2), 49 U.S.C. § 30166, 49 C.F.R. § 573.3(e)-(f), and 49 C.F.R. § 573.6(b). It is the mutual desire of NHTSA and Takata to resolve these alleged violations, without the need for further action, to avoid the legal expenses and other costs of a protracted dispute and potential litigation, as well as to establish remedial measures with the purpose of mitigating risk and deterring future violations.

15. More specifically, during the course of NHTSA's investigation, the agency has discovered facts and circumstances indicating that:

a. Takata failed to provide notice to NHTSA of the safety-related defect that may arise in some of the inflators that are the subjects of Recall Nos. 13E-017, 14E-073, 15E-040, 15E-041, 15E-042, and 15E-043 within five working days of when Takata determined, or in good faith should have determined, the existence of that defect.

b. In several instances, Takata produced testing reports that contained selective, incomplete, or inaccurate data.



c. Takata failed to clarify inaccurate information provided to NHTSA, including, but not limited to, during a presentation made to the agency in January 2012.

d. Takata failed to comply fully with the instructions contained in the Special Orders issued by NHTSA on October 30, 2014 and November 18, 2014, as set forth more fully in the agency's February 20, 2015 letter to Takata.

#### **IV. LEGAL AUTHORITY**

16. NHTSA issues this Consent Order pursuant to its authority under the Safety Act, 49 U.S.C. § 30101, *et seq.*, as delegated by the Secretary of Transportation, 49 C.F.R. §§ 1.95, 501.2(a)(1), including, among other things, its authority to inspect and investigate, 49 U.S.C. § 30166(b)(1); compromise the amount of civil penalties, 49 U.S.C. § 30165(b); ensure that defective vehicles and equipment are recalled, 49 U.S.C. §§ 30118-30119; ensure the adequacy of recalls, 49 U.S.C. § 30120(c)(1); accelerate remedy programs, 49 U.S.C. § 30120(c)(3); and require any person to file reports or answers to specific questions, 49 U.S.C. § 30166(g). In consideration of Takata's entry into this Consent Order and its commitments outlined below, it is AGREED by Takata and ORDERED by NHTSA as follows:

#### **V. TERMS AND CONDITIONS OF CONSENT ORDER**

##### **Safety Act Admissions**

17. Takata admits that it did not satisfy the notice provisions of the Safety Act when it failed to provide notice to NHTSA of certain information potentially relevant to one or more of the safety-related defects that may arise in some of the inflators that are the subjects of Recall Nos. 13E-017, 14E-073, 15E-040, 15E-041, 15E-042, and 15E-043 within the five-day period provided by the Safety Act and regulations prescribed thereunder in 49 U.S.C. § 30118(c)(1),

49 U.S.C. § 30119(c)(2), 49 C.F.R. § 573.3(e)-(f), and 49 C.F.R. § 573.6(b), which at the time Takata did not believe was required.

18. Takata admits that it failed to provide, within the time limits requested by NHTSA, an explanation of certain documents produced to NHTSA pursuant to the Special Orders issued by NHTSA on October 30, 2014 and November 18, 2014.

**Civil Penalty**

19. Subject to the terms in the remainder of this Paragraph 19, Takata shall pay a civil penalty in the sum of two hundred million dollars (\$200,000,000) in connection with the matters addressed in this Consent Order, as follows:

a. The sum of seventy million dollars (\$70,000,000) shall be paid as the Civil Penalty Amount in accordance with the instructions set forth in Paragraph 20.

b. The sum of sixty million dollars (\$60,000,000), in the form of Stipulated Civil Penalties, shall be deferred and held in abeyance pending satisfactory completion of Paragraph 26.b.

c. The sum of seventy million dollars (\$70,000,000), in the form of Liquidated Penalties, shall be deferred and held in abeyance, and shall become due and payable in the increments described in Paragraphs 26.a. and 47 below, in the event NHTSA determines that Takata entered into any new contract for the manufacture and sale of any Takata PSAN inflator after the date of this Consent Order, or committed a violation of the Safety Act or the regulations prescribed thereunder, which was not disclosed to NHTSA as of the date of this Consent Order.

20. Takata shall pay the Civil Penalty Amount of seventy million dollars (\$70,000,000) in six lump-sum payments by electronic funds transfer to the U.S. Treasury, in

accordance with the instructions provided by NHTSA. The payments shall be made on the following schedule:

	<b>Date</b>	<b>Amount</b>
<b>First Payment</b>	February 1, 2016	\$10,000,000
<b>Second Payment</b>	October 31, 2016	\$10,000,000
<b>Third Payment</b>	October 31, 2017	\$10,000,000
<b>Fourth Payment</b>	October 31, 2018	\$10,000,000
<b>Fifth Payment</b>	October 31, 2019	\$15,000,000
<b>Sixth Payment</b>	October 31, 2020	\$15,000,000

21. Takata admits that it has an obligation to the United States in the amount of two hundred million dollars (\$200,000,000), as provided for in Paragraph 19 above, arising from activities under the jurisdiction of the U.S. Department of Transportation and subject to the Federal Claims Collection Act of 1966, as amended and codified at 31 U.S.C. § 3701, *et seq.* (hereinafter the “Claims Collection Act”).

22. If Takata fails to make the payment of the Civil Penalty Amount set forth in Paragraph 20 above, or any payment of Stipulated Civil Penalties or Liquidated Penalties, as may be imposed in accordance with Paragraphs 26.a., 26.b., and 47, on or before their respective due dates, Takata shall be in default of this Consent Order and any unpaid amounts shall become immediately due and owing. In that event, (i) Takata agrees not to contest any collection action undertaken by NHTSA or the United States pursuant to the Claims Collection Act and U.S. Department of Transportation regulations, 49 C.F.R. § 89, either administratively or in any court, and (ii) Takata shall affirmatively waive any and all defenses or rights that would otherwise be available to it in any such collection proceeding. In addition, in such a proceeding, Takata shall pay the United States all reasonable costs of collection and enforcement, including attorneys’ fees and expenses.

23. In determining the appropriate amount of the civil penalty to be imposed, the agency has taken into consideration the purpose and objectives of the Safety Act (including the relevant factors set forth at 49 U.S.C. § 30165(c)), as well as the actions and commitments of Takata, including: Takata's willingness to enter into this Consent Order; Takata's decision to terminate certain employees; Takata's continued commitment to cooperate in the agency's ongoing investigation of air bag inflator ruptures, EA15-001, and its commitment to cooperate in the Coordinated Remedy Program announced by NHTSA on November 3, 2015, as set forth in Paragraph 32 below; Takata's commitment to improving its internal safety culture, as set forth in Paragraph 33 below; and the substantial costs Takata will incur in implementing and completing its "Get the Word Out" Digital Outreach Plan, its Proposed Plan to Test the Service Life and Safety of Certain Inflators, and the other obligations of this Consent Order.

**Phase Out of Certain Takata PSAN Inflators**

24. Takata states that air bags equipped with inflators containing phase-stabilized ammonium nitrate-based propellants (the "Takata PSAN inflators") have generally performed as intended and in the vast majority of cases deploy safely and are effective in saving lives and preventing serious injuries in motor vehicle accidents. Takata further states that it continues to have confidence in the safety of the Takata PSAN inflators it is manufacturing for use in air bags. NHTSA does not share this same confidence in the long-term performance of such inflators, particularly those that do not contain a desiccant;<sup>1</sup> including, but not limited to, the following inflator types: SDI, PSDI, PSDI-4, PSDI-4K, SPI, PSPI, and PSPI-L (the "non-desiccated Takata PSAN inflators"). In order to reach this resolution with NHTSA, and

---

<sup>1</sup> A desiccant is hygroscopic substance that has a high affinity for moisture and is used as a drying agent.

considering the commercial needs of its customers, Takata has agreed to phase out of the manufacture and sale of certain Takata PSAN inflators, as described below.

25. To mitigate and control the risk of serious injury or death due to an air bag inflator rupture, and in light of the significant population of vehicles containing Takata inflators, as well as Takata's current understanding of the defect that may arise in some inflators, as set forth in the Takata DIRs (*i.e.*, that "the inflator ruptures appear to have a multi-factor root cause that includes the slow-acting effects of a persistent and long term exposure to climates with high temperatures and high absolute humidity"), the agency believes there is a principled basis to allow Takata, on the schedule set forth below, to phase out of its manufacture and sale of certain Takata PSAN inflators and to continue testing the safety and service life of the Takata PSAN inflators, as set forth in Paragraphs 26-28 below. Based upon the agency's analysis and judgment, this approach best meets the objectives of the Safety Act, while taking into account the size of the affected vehicle population, the apparent nature of the defect mechanism, and other factors as they are best known and understood as of the date of this Consent Order. That being said, NHTSA states that Takata has studied this complex problem for at least the last eight years and, to date, does not have a definitive root cause. The agency does not believe that the American public will be well served if the root cause investigation continues indefinitely. The agency further believes there is a principled basis to require Takata to either demonstrate the safety of the Takata PSAN inflators, or file Defect Information Reports, as set forth in Paragraphs 29-30 below.

NHTSA reserves the right to alter the schedules set forth in Paragraphs 26 and 30 through a final order if NHTSA determines that such alteration is required by the Safety Act based on the occurrence of future field ruptures, testing (whether conducted by Takata, NHTSA, or any other

third party), or other circumstances to mitigate an unreasonable risk to safety within the meaning of the Safety Act. Any such order altering the schedules set forth in Paragraphs 26 and 30 will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

26. **New and Existing Contracts.** Takata shall phase out of the manufacture and sale of certain Takata PSAN inflators for use in the United States, as set forth in this Paragraph.

a. With respect to new contracts, Takata shall not, and hereby represents that it has not since October 31, 2015, commit, contract for sale or resale, offer, provision for use, or otherwise agree to place into the stream of commerce of the United States any Takata PSAN inflator, regardless of whether it contains 2004 propellant or 2004L propellant, and regardless of whether or not it contains desiccant. If Takata violates this Paragraph 26.a., then Takata shall pay Liquidated Penalties as follows: for the first such violation, Takata shall make a lump-sum payment of five million dollars (\$5,000,000); for the second such violation, Takata shall make a lump-sum payment of ten million dollars (\$10,000,000); and for the third such violation, Takata shall make a lump-sum payment of twenty million dollars (\$20,000,000). Each payment of such Liquidated Penalties shall be made by electronic funds transfer to the U.S. Treasury within ten

business days of a final determination of the violation by NHTSA (following a reasonable opportunity for Takata to seek review of the determination), in accordance with the instructions provided by NHTSA. Nothing in this paragraph bars Takata from (1) selling or shipping service or replacement parts for the types of inflators covered by supply contracts existing prior to October 31, 2015, or (2) committing, selling, offering, provisioning for use, or otherwise agreeing to supply Takata PSAN inflator types that contain desiccant in lieu of non-desiccated Takata PSAN inflators; provided, however, that the manufacture and sale may be limited in case of: (i) any non-desiccated Takata PSAN inflators by Paragraph 26.b. and (ii) any desiccated Takata PSAN inflators (as defined in Paragraph 26.c. below) by Paragraph 26.c.

b. With respect to contracts entered into before October 31, 2015, under which Takata is currently obligated to manufacture and sell non-desiccated Takata PSAN inflators in the future, Takata shall phase out of the manufacture and sale of such non-desiccated Takata PSAN inflators for use in the United States, including for use as remedy parts in connection with any existing recall campaign, on the following schedule:

[SCHEDULE FOLLOWS ON NEXT PAGE]



Deadline	Description of Phase Out Commitment
By Dec. 31, 2015	Less than 50% of driver inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2016	Less than 10% of driver inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators, and none of which shall contain the “Batwing” shaped propellant wafer.
By Dec. 31, 2017	Takata will stop supplying non-desiccated Takata PSAN driver inflators for use in the U.S., subject to de minimis exceptions for the necessary supply of service parts, but only as approved by NHTSA in writing.
By Dec. 31, 2016	Less than 50% of passenger and side inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2017	Less than 10% of passenger and side inflators Takata supplies for use in the U.S. will be non-desiccated Takata PSAN inflators.
By Dec. 31, 2018	Takata will stop supplying non-desiccated Takata PSAN passenger and side inflators for use in the U.S., subject to de minimis exceptions for the necessary supply of service parts, but only as approved by NHTSA in writing.

Takata shall submit to NHTSA a declaration executed by a senior officer, under oath and pursuant to 28 U.S.C. § 1746, within fourteen business days after each deadline set forth above, certifying that it has met the deadline. For purposes of meeting each deadline, Takata may rely on reasonable, good faith estimates or on reasonable representations from vehicle manufacturers in identifying or quantifying inflators produced for use in the United States. If Takata fails to comply with any deadline set forth in this Paragraph 26.b., then Takata shall pay Stipulated Civil Penalties in the amount of \$10 million per deadline missed. To the extent such stipulated penalties become due and owing, they shall be paid by wire transfer within ten business days of the missed deadline in accordance with the instructions provided by NHTSA. The payment of Stipulated Civil Penalties **does not** relieve Takata of its obligation to perform as required by this Paragraph 26.b., the continued failure of which may be the subject of a civil action compelling Takata’s specific performance.

c. With respect to contracts entered into before October 31, 2015, under which Takata is currently obligated to manufacture and sell Takata PSAN inflator types that contain desiccant (the “desiccated Takata PSAN inflators”), including, but not limited to, SDI-X, PSDI-5, PSDI-X, SPI-X, PSPI-X, SDI-X 1.7, PDP, and SDP, Takata may continue to manufacture and sell such inflators in accordance with those existing contracts and purchase orders. However, NHTSA reserves the right to order Takata to phase out of the manufacture and sale of the desiccated Takata PSAN inflators if NHTSA determines that such a phase out is required by the Safety Act based on the occurrence of future field ruptures, testing (whether conducted by Takata, NHTSA, or any other third party), or other circumstances to mitigate an unreasonable risk to safety within the meaning of the Safety Act. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata’s objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata’s obligations under any such order, including an action to compel specific performance.

**Further Testing of Takata PSAN Inflators and Potential Future Recalls**

27. **Testing of Non-Desiccated Takata PSAN Inflators.** Takata shall continue its current service life and safety testing of non-desiccated Takata PSAN inflators. Takata shall

provide frequent updates to NHTSA on the status of this effort and test results, and shall respond fully and accurately to any request for information by the agency.

28. **Testing of Desiccated Takata PSAN Inflators.** Takata shall extend its current service life and safety testing to include testing of desiccated Takata PSAN inflators, with the cooperation of the vehicle manufacturers, to determine the service life and safety of such inflators, and to determine whether, and to what extent, these inflator types suffer from a defect condition, regardless of whether it is the same or similar to the conditions at issue in the Takata DIRs. Takata shall provide frequent updates to NHTSA on the status of this effort and test results, and shall respond fully and accurately to any request for information by the agency.

29. **Agency Defect Determinations.** At any time, the Associate Administrator for Enforcement may make a determination that a defect within the meaning of the Safety Act – *i.e.*, a defect that presents an unreasonable risk to safety – exists in any Takata PSAN inflator type, whether non-desiccated or desiccated, based upon: (a) the occurrence of a field rupture(s) of that Takata PSAN inflator type, (b) testing data and analysis relating to the propensity for rupture of that Takata PSAN inflator type, (c) Takata’s ultimate determinations concerning the safety and/or service life of any Takata PSAN inflator type, (d) the determination of root cause of inflator ruptures by any credible source, or (e) other appropriate evidence. Within five business days of receiving such a determination by NHTSA, which shall set forth the basis for the defect determination, Takata shall either submit an appropriate Defect Information Report to the agency or provide written notice that it disputes NHTSA’s defect determination. Takata may consult with affected vehicle manufacturers and, upon a schedule to be determined by the Administrator, may present evidence supporting its position, after which the Administrator shall make a final decision. If, after consideration of Takata’s submission, the Administrator ultimately concludes

that a defect related to motor vehicle safety exists, then he or she may issue a final order directing Takata to submit the appropriate Defect Information Report(s) to the agency within five business days of the issuance of the order. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

30. ***De Facto Defect Determinations.*** If no root cause of field ruptures of the relevant type of inflator has been determined by Takata or any other credible source, or if Takata has not otherwise been able to make a showing to NHTSA concerning the safety and/or service life of any of the Takata PSAN inflators to NHTSA's satisfaction by December 31, 2018 for non-desiccated Takata PSAN inflators and by December 31, 2019 for desiccated Takata PSAN inflators, then the Administrator may issue one or more final orders setting forth a schedule on which Takata shall submit Defect Information Reports to the agency for the relevant Takata PSAN inflators. Any such order will focus on particular types of inflators, on particular periods of manufacture, and on specific vehicles (including, where applicable, vehicle models, model years, and locations of vehicle registration). NHTSA will provide Takata reasonable advance notice of such a proposed order and an opportunity to consult with affected vehicle manufacturers. Upon a schedule to be determined by the Administrator, Takata will have an opportunity to present evidence and seek administrative reconsideration by NHTSA. Takata's objection to, or failure to comply with, any final order issued by NHTSA may be the subject of a

civil action regarding Takata's obligations under any such order, including an action to compel specific performance.

31. Nothing in this Consent Order, specifically including Paragraphs 25-30, shall relieve Takata of its obligation to make any defect determination and/or to file any Defect Information Report that is required by 49 C.F.R. §§ 573.3(e)-(f), and 573.6(a).

**Other Performance Obligations**

**32. Cooperation.**

a. Takata shall comply with its obligations under the Safety Act, and regulations prescribed thereunder, to take all actions reasonably necessary to comply with this Consent Order and to cooperate with NHTSA in carrying out the requirements of this Consent Order. Takata's reasonable best efforts shall include, but shall not be limited to, (i) providing prompt notice to NHTSA in the event any requirement of this Consent Order cannot be met or timely met; and (ii) ensuring that Takata employees involved in carrying out the requirements of this Consent Order are kept well-informed and are allocated sufficient time during their working hours to enable them thoroughly and effectively to perform the actions necessary to carry out those requirements.

b. Takata shall continue to cooperate with NHTSA in its ongoing investigation and oversight of Takata air bag inflators, including, but not limited to, NHTSA Investigation EA15-001.

c. Takata shall continue to cooperate in all regulatory actions and proceedings that are part of NHTSA's ongoing investigation and oversight of defective Takata air bag inflators and accompanying remedial actions, including, but not limited to,

the Coordinated Remedy Program, as announced by NHTSA in the Coordinated Remedy Order issued on November 3, 2015.

33. **Internal Safety Culture Improvements.** Takata shall work diligently to correct any lapses and improve its safety culture, as follows:

a. *Report of Internal Investigation.* Through counsel, Takata shall provide a detailed written report to NHTSA regarding the history of the rupturing inflator issues giving rise to Recall Nos. 15E-040, 15E-041, 15E-042, and 15E-043 no later than June 30, 2016. The written report shall include a summary of the facts, internal discussions and decision-making, safety lapses that Takata has uncovered, and steps taken by Takata to mitigate the risk. Takata shall not assert any claim of confidentiality or privilege with respect to this report, which shall be made publicly available by NHTSA.

b. *Confirmation of Employee Termination.* Within sixty days of the execution of this Consent Order, Takata shall submit written notice to NHTSA, confirming the identities of the individuals whose employment has been terminated as a result of, or in relation to, Takata's review of the subject matter of this Consent Order.

c. *Chief Safety Assurance and Accountability Officer.* Within sixty days following execution of this Consent Order, Takata shall designate a Chief Safety Assurance and Accountability Officer, who shall have independent authority within Takata to oversee compliance by Takata and its employees with the process improvements, written procedures, and training programs established by the Monitor. The Chief Safety Assurance and Accountability Officer is a permanent position and shall report directly to the board of directors of Takata. Takata shall provide him or her with sufficient staff and resources to carry out the duties contemplated by this Paragraph 33.c.

fully, efficiently, and without the need for burdensome approvals or administrative delays.

d. *Improvements to Internal Whistleblower Reporting.* Takata shall ensure that its existing whistleblower process permits and encourages its employees to expeditiously report concerns regarding irregularities in customer test data, malfunctions, actual or potential safety-related defects, or actual or potential noncompliance with Federal Motor Vehicle Safety Standards. Takata shall establish and rigorously enforce a non-retaliation policy for employees who report such concerns. No later than ninety days following execution of this Consent Order, Takata shall provide NHTSA with written documentation describing the process and policy for whistleblower reporting, as described in this Paragraph 33.d.

34. **Meetings with NHTSA.** Takata shall meet with NHTSA within ninety days of the execution of this Consent Order to discuss the steps it has taken pursuant to this Consent Order, and the process improvements, written procedures, and training programs being developed and implemented by the Monitor and Chief Safety Assurance and Accountability Officer. Takata shall work with NHTSA to evaluate which recommendations, process improvements, and training programs are appropriate for implementation and will develop a detailed written plan to implement any recommendations deemed appropriate. Takata shall thereafter meet with NHTSA on a quarterly basis for one year to discuss Takata's implementation of any recommendations NHTSA determines are appropriate. Takata agrees that, absent compelling circumstances, Kevin M. Kennedy, Executive Vice President of Takata (or his successor, if applicable), will attend the meetings, along with any other Takata officials, employees, or representatives whom Takata considers appropriate attendees. NHTSA may



extend the period of time for periodic meetings (no more frequently than once per quarter) pursuant to this Paragraph 34 for up to the term of this Consent Order.

**Independent Monitor**

Takata agrees to retain, at its sole cost and expense, an independent monitor (the “Monitor”) whose powers, rights and responsibilities shall be as set forth below.

35. **Jurisdiction, Powers, and Oversight Authority.** The scope of the Monitor’s authority is: (i) to review and assess Takata’s compliance with this Consent Order, including, but not limited to, Takata’s phasing out of the manufacture and sale of PSAN inflators, as described in Paragraph 26, its testing efforts, as set forth in Paragraphs 27-28, and the internal safety improvements described in Paragraph 33.a.-d. above; (ii) to monitor Takata’s compliance with the First Takata Consent Order, including its compliance with, and any alterations to, its “Get the Word Out” Digital Outreach Plan and its Proposed Plan to Test the Service Life and Safety of Certain Inflators; and (iii) to oversee, monitor, and assess compliance with the Coordinated Remedy Program, as set forth in the Coordinated Remedy Order issued by NHTSA on November 3, 2015.

It is expected and agreed that the Monitor will develop and implement process improvements, written procedures, and training programs and may make additional recommendations aimed at enhancing Takata’s ability to detect, investigate, and resolve potential safety related concerns. The Monitor will oversee the activities of the Chief Safety Assurance and Accountability Officer and, in the event of a dispute, the advice and recommendations of the Monitor will be controlling. The Monitor is not intended to supplant NHTSA’s authority over decisions related to motor vehicle safety. Except as expressly set forth below, the authority granted to the Monitor shall not include the authority to exercise oversight, or to participate in,

decisions by Takata about product offerings, decisions relating to product development, engineering of equipment, capital allocation, and investment decisions.

The Monitor's jurisdiction, powers, and oversight authority and duties are to be broadly construed, subject to the following limitation: the Monitor's responsibilities shall be limited to Takata's activities in the United States, and to the extent the Monitor seeks information outside the United States, compliance with such requests shall be consistent with the applicable legal principles in that jurisdiction. Takata shall adopt all recommendations submitted by the Monitor unless Takata objects to any recommendation and NHTSA agrees that adoption of such recommendation should not be required.

36. **Access to Information.** The Monitor shall have the authority to take such reasonable steps, in the Monitor's view, as necessary to be fully informed about those operations of Takata within or related to his or her jurisdiction. To that end, the Monitor shall have:

a. Access to, and the right to make copies of, any and all non-privileged books, records, accounts, correspondence, files, and any and all other documents or electronic records, including e-mails, of Takata and its subsidiaries, and of officers, agents, and employees of Takata and its subsidiaries, within or related to his or her jurisdiction that are located in the United States; and

b. The right to interview any officer, employee, agent, or consultant of Takata conducting business in or present in the United States and to participate in any meeting in the United States concerning any matter within or relating to the Monitor's jurisdiction; provided, however, that during any such interview, such officer, employee, agent, or consultant shall have the right to counsel and shall not be required to disclose privileged information.

c. To the extent that the Monitor seeks access to information contained within privileged documents or materials, Takata shall use its best efforts to provide the Monitor with the information without compromising the asserted privilege.

**37. Confidentiality.**

a. The Monitor shall maintain the confidentiality of any non-public information entrusted or made available to the Monitor. The Monitor shall share such information only with NHTSA, except that the Monitor may also determine in consultation with NHTSA that such information should be shared with the U.S. Department of Justice and/or other federal agencies.

b. The Monitor shall sign a non-disclosure agreement with Takata prohibiting disclosure of information received from Takata to anyone other than NHTSA or anyone designated by NHTSA or hired by the Monitor. Within thirty days after the end of the Monitor's term, the Monitor shall either return anything obtained from Takata, or certify that such information has been destroyed. Anyone hired or retained by the Monitor shall also sign a non-disclosure agreement with similar return or destruction requirements as set forth in this subparagraph.

**38. Hiring Authority.** The Monitor shall have the authority to employ, subject to ordinary and customary engagement terms, legal counsel, consultants, investigators, experts, and any other personnel reasonably necessary to assist in the proper discharge of the Monitor's duties.

**39. Implementing Authority.** The Monitor shall have the authority to take any other actions in the United States that are reasonably necessary to effectuate the Monitor's oversight and monitoring responsibilities.

40. **Selection and Termination.**

a. *Term.* The Monitor's authority set forth herein shall extend for a period of five years from the commencement of the Monitor's duties, except that (a) in the event NHTSA determines during the period of the Monitorship (or any extensions thereof) that Takata has violated any provision of this Consent Order, an extension of the period of the Monitorship may be imposed in the sole discretion of NHTSA, up to an additional one-year extension, but in no event shall the total term of the Monitorship exceed the term of this Consent Order; and (b) in the event NHTSA, in its sole discretion, determines during the period of the Monitorship that the employment of a Monitor is no longer necessary to carry out the purposes of this Agreement, NHTSA may shorten the period of the Monitorship, in accordance with subparagraph c.

b. *Selection.* NHTSA shall consult with Takata, including soliciting nominations from Takata, using its best efforts to select and appoint a mutually acceptable Monitor (and any replacement Monitors, if required) as promptly as possible. In the event NHTSA is unable to identify a Monitor who is acceptable to Takata, NHTSA shall have the sole right to select a Monitor (and any replacement Monitors, if required).

c. *Termination.* NHTSA shall have the right to terminate the retention of the Monitor at any time for cause, which termination shall be effective immediately. Termination for cause shall include termination for: (i) intentional nonperformance, misperformance, or gross negligence in the performance of the duties set forth in Paragraph 35; (ii) failure to report to NHTSA in the timeframe and manner specified in Paragraph 42; (iii) willful dishonesty, fraud or misconduct; (iv) conviction of, or a plea of nolo contendere to, a felony or other crime involving moral turpitude; or (v) the

commission of any act materially inconsistent with the object and purpose of this Consent Order and/or the Safety Act.

Upon the mutual agreement of NHTSA and Takata, the Monitor's retention may be terminated without cause upon thirty days prior written notice to the Monitor.

41. **Notice regarding the Monitor; Monitor's Authority to Act on Information received from Employees; No Penalty for Reporting.** Takata shall establish an independent, toll-free answering service to facilitate communication anonymously or otherwise with the Monitor. Within ten days of the commencement of the Monitor's duties, Takata shall advise its employees of the appointment of the Monitor, the Monitor's powers and duties as set forth in this Agreement, a toll-free telephone number established for contacting the Monitor, and email and mail addresses designated by the Monitor. Such notice shall inform employees that they may communicate with the Monitor anonymously or otherwise, and that no agent, consultant, or employee of Takata shall be penalized in any way for providing information to the Monitor (unless the Monitor determines that the agent, consultant, or employee has intentionally provided false information to the Monitor). In addition, such notice shall direct that, if an employee is aware of any violation of any law or any unethical conduct that has not been reported to an appropriate federal, state or municipal agency, the employee is obligated to report such violation or conduct to the Monitor. The Monitor shall have access to all communications made using this toll-free number. The Monitor has the sole discretion to determine whether the toll-free number is sufficient to permit confidential and/or anonymous communications or whether the establishment of an additional or different toll-free number is required.

42. **Reports to NHTSA.** The Monitor shall keep records of his or her activities, including copies of all correspondence and telephone logs, as well as records relating to actions

taken in response to correspondence or telephone calls. If potentially illegal or unethical conduct is reported to the Monitor, the Monitor may, at his or her option, conduct an investigation, and/or refer the matter to NHTSA and/or the U.S. Department of Justice. The Monitor may report to NHTSA whenever the Monitor deems fit but, in any event, shall file written reports not less often than every four months regarding: the Monitor's activities; whether Takata is complying with the terms of this Consent Order; any changes that are necessary to foster Takata's compliance with the Safety Act and/or any regulation promulgated thereunder; and any developments associated with the Coordinated Remedy Program. Sixty days prior to the scheduled expiration of his or her term, the Monitor shall submit a closing report to NHTSA assessing Takata's record of compliance with the requirements of the Consent Order.

**43. Cooperation with the Monitor.**

a. Takata and all of its officers, directors, employees, agents, and consultants shall have an affirmative duty to cooperate with and assist the Monitor in the execution of his or her duties and shall inform the Monitor of any non-privileged information that may relate to the Monitor's duties or lead to information that relates to his or her duties.

Failure of any Takata officer, director, employee, or agent to cooperate with the Monitor may, in the sole discretion of the Monitor, serve as a basis for the Monitor to recommend dismissal or other disciplinary action.

b. On a monthly basis for a period of one year, the Chief Safety Assurance and Accountability Officer shall provide the Monitor with a written list of every safety-related issue concerning any item of equipment manufactured by Takata that is being investigated, reviewed, or monitored by Takata. The Monitor shall include these issues in the reports to NHTSA under Paragraph 42.

44. **Compensation and Expenses.** Although the Monitor shall operate under the supervision of NHTSA, the compensation and expenses of the Monitor, and of the persons hired under his or her authority, shall be paid by Takata. The Monitor, and any persons hired by the Monitor, shall be compensated in accordance with their respective typical hourly rates. Takata shall pay bills for compensation and expenses promptly, and in any event within thirty days. In addition, within one week after the selection of the Monitor, Takata shall make available reasonable office space, telephone service and clerical assistance sufficient for the Monitor to carry out his or her duties.

45. **Indemnification.** Takata shall provide an appropriate indemnification agreement to the Monitor with respect to any claims arising out of the proper performance of the Monitor's duties.

46. **No Affiliation.** The Monitor is not, and shall not be treated for any purpose, as an officer, employee, agent, or affiliate of Takata.

47. **Liquidated Penalties.** Should NHTSA reasonably determine, whether based on notice from the Monitor as provided in Paragraph 42 above, on documents that become public, but were not produced to NHTSA in accordance with any of the agency's Special Orders to Takata, or on NHTSA's own investigation, that Takata had committed a violation of the Safety Act or the regulations prescribed thereunder, which was not disclosed to NHTSA as of the date of this Consent Order, Takata shall pay Liquidated Penalties in accordance with this Paragraph 47; provided, however, that Takata reserves the right to argue that its actions did not constitute a violation of the Safety Act or the regulations prescribed thereunder, or that such violation was disclosed to NHTSA as of the date of this Consent Order. For the first such violation, Takata shall make a lump-sum payment of five million dollars (\$5,000,000); for the second such



violation, Takata shall make a lump-sum payment of ten million dollars (\$10,000,000); and for the third such violation, Takata shall make a lump-sum payment of twenty million dollars (\$20,000,000). Each payment of such Liquidated Penalties shall be made by electronic funds transfer to the U.S. Treasury within ten business days of a final determination of the violation by NHTSA (following a reasonable opportunity for Takata to seek review of the determination), in accordance with the instructions provided by NHTSA.

#### **VI. TERM OF CONSENT ORDER**

48. Unless otherwise specified, the term of this Consent Order and Takata's performance obligations thereunder is five years from the date of execution; provided, however, that NHTSA may, at its sole option, extend the term of this Consent Order for one year if NHTSA reasonably decides that Takata should not be released from this Consent Order for failure to comply materially with one or more terms of this Consent Order, or for other good cause.

#### **VII. AMENDMENT**

49. This Consent Order cannot be modified, amended or waived except by an instrument in writing signed by all parties.

#### **VIII. MISCELLANEOUS**

50. **Investigation Remains Open.** Takata recognizes that NHTSA will keep the agency's investigation open in order to address the outstanding scientific and engineering questions with respect to the determination of root cause. Therefore, NHTSA's Investigation EA15-001 shall remain open until such time as NHTSA reasonably concludes, in its sole discretion and determination, that all issues thereunder have been satisfactorily resolved. Any

and all subsequent actions taken by NHTSA involving or related to the investigation into Takata air bag inflators may be included as part of EA15-001.

51. **Conflict.** In the event of a conflict between the terms and conditions of the First Takata Consent Order and this Consent Order, the terms and conditions of this Consent Order control.

52. **Notice.** Takata shall provide written notice of each required submission under this Consent Order by electronic mail to the Director of NHTSA's Office of Defects Investigation (currently Otto Matheke at Otto.Matheke@dot.gov), with copies to NHTSA's Associate Administrator for Enforcement (currently Frank Borris at Frank.Borris@dot.gov) and NHTSA's Assistant Chief Counsel for Litigation and Enforcement (currently Timothy H. Goodman at Tim.Goodman@dot.gov). For any matter requiring notice by NHTSA to Takata under this Consent Order, such notice shall be by electronic mail to D. Michael Rains, Director of Product Safety for Takata, at mike.rains@takata.com, and to Andrew J. Levander of Dechert LLP, outside counsel to Takata, at andrew.levander@dechert.com. The parties shall provide notice if the individuals holding these positions or their e-mail addresses change.

53. **Application of Federal Law.** Nothing in this Consent Order shall be interpreted or construed in a manner inconsistent with, or contravening, any federal law, rule, or regulation at the time of the execution of this Consent Order, or as amended thereafter.

54. **Release.**

a. Upon the expiration of the term of this Consent Order, the Secretary of Transportation, by and through the Administrator of NHTSA, will be deemed to have released Takata, including its current and former directors, officers, employees, agents, parents, subsidiaries, affiliates, successors, and assigns from liability for any additional

civil penalties pursuant to 49 U.S.C. § 30165, in connection with any and all violations of Takata's Safety Act obligations, including those expressly identified in this Consent Order, from the inception of the Safety Act through the execution date of this Consent Order.

b. This Consent Order does not release Takata from civil or criminal liabilities, if any, that may be asserted by the United States, the Department of Transportation, NHTSA, or any other governmental entity, other than as described in this Consent Order.

55. **Breach.** In the event of Takata's breach of, or failure to perform, any term of this Consent Order, NHTSA reserves the right to pursue any and all appropriate remedies, including, but not limited to, actions compelling specific performance of the terms of this Consent Order, assessing interest for untimely settlement payments, and/or commencing litigation to enforce this Consent Order in any United States District Court. Takata agrees that, in any such enforcement action, it will not raise any objection as to venue. Takata expressly waives any and all defenses, at law or in equity, and agrees not to plead, argue, or otherwise raise any defenses other than (i) that the payment of the Civil Penalty Amount, or of any other penalty amounts required by this Consent Order, if applicable, was made to NHTSA as set forth herein, (ii) that Takata has substantially complied with the terms of this Consent Order, and (iii) that NHTSA's subsequent orders under Paragraphs 25, 26, 29, 30, and 50, if issued, were arbitrary, capricious, or contrary to law, including the Safety Act.

56. **Attorneys' Fees.** The parties shall each bear their own respective attorneys' fees, costs, and expenses, except as provided in Paragraph 22 above.

57. **Authority.** The parties who are the signatories to this Consent Order have the legal authority to enter into this Consent Order, and each party has authorized its undersigned to execute this Consent Order on its behalf.

58. **Tax Deduction/Credit.** Takata agrees that it will not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, local, or foreign tax for any fine or civil penalty paid pursuant to this Consent Order.

59. **Corporate Change.** This Consent Order shall be binding upon, and inure to the benefit of, Takata and its current and former directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns. Takata agrees to waive any and all defenses that may exist or arise in connection with any person or entity succeeding to its interests or obligations herein, including as a result of any changes to the corporate structure or relationships among or between Takata and any of its parents, subsidiaries, or affiliates.

60. **Severability.** Should any condition or other provision contained herein be held invalid, void or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Consent Order and shall in no way affect, impair or invalidate any other provision of this Consent Order.

61. **Third Parties.** This Consent Order shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Order.

62. **Counterparts.** This Consent Order may be executed in counterparts, each of which shall be considered effective as an original signature.

63. **Effective Date.** This Consent Order shall be effective upon its full execution.

64. **Integration.** This Consent Order is a fully integrated agreement and shall in all respects be interpreted, enforced and governed under the federal law of the United States. This

Consent Order sets forth the entire agreement between the parties with regard to the subject matter hereof. There are no promises, agreements, or conditions, express or implied, other than those set forth in this Consent Order and the attachments thereto.

[SIGNATURES ON NEXT PAGE]

APPROVED AND SO ORDERED:

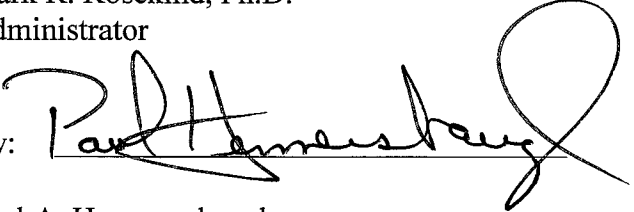
NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: November 3, 2015

By: // ORIGINAL SIGNED BY //

Mark R. Rosekind, Ph.D.  
Administrator

Dated: November 3, 2015

By: 

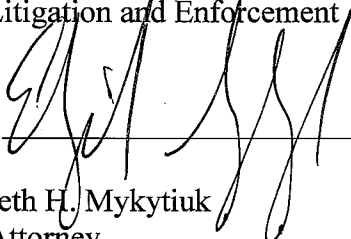
Paul A. Hemmersbaugh  
Chief Counsel

Dated: November 3, 2015

By: 

Timothy H. Goodman  
Assistant Chief Counsel  
for Litigation and Enforcement

Dated: November 3, 2015

By: 

Elizabeth H. Mykytiuk  
Trial Attorney

Dated: November 3, 2015

By: 

Kara L. Fischer  
Trial Attorney

Dated: November 3, 2015

By: 

Arija M. Flowers  
Trial Attorney

AGREED:

Dated: November 3 2015

TK HOLDINGS INC.

By: 

Kevin M. Kennedy  
Executive Vice President

Dated: November 3 2015

By: 

Andrew J. Levander  
Dechert LLP  
Counsel for TK Holdings, Inc.  
Approved as to Form



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

MDL No. 2599  
Master File No. 15-MD-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**DECLARATION OF JEANNE C. FINEGAN IN CONNECTION  
WITH PRELIMINARY APPROVAL OF SETTLEMENT**

I, Jeanne C. Finegan, declare and state as follows:

1. I am the Managing Director and Head of Kroll Notice Media Solutions (“Kroll Media”),<sup>1</sup> a business unit of Kroll Settlement Administration LLC (“Kroll”). This Declaration is based upon my personal knowledge as well as information provided to me by my associates and staff, including information reasonably relied upon in the fields of advertising media and communications.

2. Kroll has been engaged by the Parties as the Settlement Notice Administrator<sup>2</sup> to develop and implement a proposed legal notice program as part of the Parties’ proposed class action settlement, the terms of which are embodied in that certain Settlement Agreement (the

<sup>1</sup> Capitalized terms used but not defined herein have the meanings given them in the Settlement Agreement (as defined below).

<sup>2</sup> The Settlement Agreement appoints “Kroll Notice Media” as the Settlement Notice Administrator, which was presumably intended to refer to Kroll Notice Media Solutions. Kroll Notice Media Solutions is a division of Kroll Settlement Administration LLC, which is the actual Settlement Notice Administrator in this case.

“Settlement Agreement”) entered into by the Parties.

3. Attached as **Exhibit 1** to this Declaration is a description of the proposed Notice Program.

4. This remainder of this Declaration describes my extensive experience in designing and implementing notices and notice programs, as well as my credentials to opine on the overall adequacy of the notice effort.

**RELEVANT COMMUNICATIONS AND ADVERTISING EXPERIENCE, NOTICE  
EXPERTISE AND QUALIFICATIONS**

5. My credentials, expertise, and experience that qualify me to provide an expert opinion and advice regarding notice in class action cases include more than 30 years of communications and advertising experience, specifically in class action and bankruptcy notice context. My Curriculum Vitae delineating my experience is attached hereto as **Exhibit 2**.

6. I have served as an expert and have been directly responsible for the design and implementation of numerous notice programs, including some of the largest and most complex programs ever implemented in the United States as well as globally in over 140 countries and thirty-seven languages. I have been recognized by numerous courts in the United States as an expert on notification and outreach.

7. During my career, I have planned and implemented over 1,000 complex notice programs for a wide range of class action, bankruptcy, regulatory, and consumer matters. The subject matters of which have included product liability, construction defect, antitrust, asbestos, medical, pharmaceutical, human rights, civil rights, telecommunications, media, environmental, securities, banking, insurance and bankruptcy.

8. I have relevant experience planning and implementing complex court-approved notice programs in other automobile class action settlements including:

- *Simerlein et al., v. Toyota Motor Corporation*, Case No. 3:17-cv-01091-VAB (D. Conn. 2019); and
- *Warner v. Toyota Motor Sales, U.S.A. Inc.*, Case No 2:15-cv-02171-FMO FFMx (C.D. Cal. 2017).

9. I am the only notice expert regularly recognized by courts who is accredited in Public Relations by the Universal Accreditation Board, a program administered by the Public

Relations Society of America. I have provided testimony before the United States Congress on issues of notice.<sup>3</sup> I have lectured, published, and been cited extensively on various aspects of legal noticing, product recall, and crisis communications. I have served the Consumer Product Safety Commission (“CPSC”) as an expert to determine ways in which the CPSC can increase the effectiveness of its product recall campaigns. Additionally, I have published and lectured extensively on various aspects of legal noticing and taught continuing education courses for Jurists and lawyers alike on best practice methods for providing notice in various contexts.

10. I worked with the Special Settlement Administrator’s team to assist with the outreach strategy for the historic Auto Airbag Settlement, *In re Takata Airbag Prods. Liab. Litig.*, No. 15-MD-2599-FAM (S.D. Fla.). I was extensively involved as a lead contributing author for “*Guidelines and Best Practices Implementing 2018 Amendments to Rule 23 Class Action Settlement Provisions*” published by Duke University School of Law. I was involved with New York University School of Law and The Center on Civil Justice assisting with a class action settlement data analysis and comparative visualization tool called the *Aggregate Litigation Project*, designed to help judges make decisions in aggregate cases on the basis of data as opposed to anecdotal information.

11. I am a member of the Board of Directors for the Alliance for Audited Media (“AAM”), which is the recognized advertising industry leader in cross-media verification with unparalleled expertise across all brand platforms including web, mobile, email, and print. It was founded in 1914 as the Audit Bureau of Circulations to bring order and transparency to the media industry. Today, more than 4,000 publishers, advertisers, agencies, and technology vendors depend on its data-driven insights, technology certification audits, and information services to transact with trust. Its leadership consists of directors of ad agencies, vice presidents of major national brands, and publishers of leading newspapers and magazines.

---

<sup>3</sup> See, e.g., Report on the Activities of the Committee on the Judiciary of the House of Representatives: “Notice” Provision in the *Pigford v. Glickman* Consent Decree: Hearing Before Subcommittee on the Constitution, 108th Cong. 2nd Sess. 805 (2004) (statement of Jeanne C. Finegan); *Pigford v. Glickman & U.S. Dep’t of Agric.*, 185 F.R.D. 82, 102 (D.D.C. Apr. 14, 1999) (J. Finegan provided live testimony and was cross-examined before Congress in connection with a proposed consent decree settling a class action suit against the U.S. Department of Agriculture. In the court opinion that followed, the Honorable Paul L. Friedman approved the consent decree and commended the notice program, stating, “The [c]ourt concludes that class members have received more than adequate notice . . . the timing and breadth of notice of the class settlement was sufficient . . . The parties also exerted extraordinary efforts to reach class members through a massive advertising campaign in general and African American targeted publications and television stations.”)

12. Further, I have been recognized as being at the forefront of modern notice practices,<sup>4</sup> and I was one of the first notice experts to integrate digital media,<sup>5</sup> social media and influencers<sup>6</sup> into court-approved legal notice programs. My recent work includes:

- *In re Purdue Pharma L.P.*, No. 19-23649 (Bankr. S.D.N.Y. 2019).
- *In Re: PG&E Corporation* Case No. 19-30088 Bankr. (N.D. Cal. 2019).
- *Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 5:16-MD-02752 (N.D. Cal. 2010).
- *Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation*, Case No. 19-MD-2887 (D. Kan. 2021).
- *Pettit et al., v. Procter & Gamble Co.*, Case No. 15-cv-02150-RS (N.D. Cal. 2019).
- *Carter v Forjas Taurus S.S., Taurus International Manufacturing, Inc.*, Case No. 1:13-CV-24583 PAS (S.D. Fla. 2016).
- *Cook et. al., v. Rockwell International Corp. and the Dow Chemical Co.*, No. 90-cv-00181- KLK (D. Colo. 2017).
- *In re Purdue Pharma L.P.*, No. 19-23649 (Bankr. S.D.N.Y. 2019).
- *In Re: PG&E Corporation* Case No. 19-30088 Bankr. (N.D. Cal. 2019).

13. As further reference, in evaluating the adequacy and effectiveness of my notice programs, courts have repeatedly recognized my work as an expert. For example:

a. *Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 5:16-MD-02752 (N.D. Cal 2010). In the Order Preliminary Approval, dated July 20, 2019, the Honorable Lucy Kho stated, para 21,

*“The Court finds that the Approved Notices and Notice Plan set forth in the Amended Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and provide the best notice practicable under the circumstances.”*

b. *Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation*, Case No. 19-MD-2887 (D. Kan. 2021). In the Preliminary Approval Transcript, February 2, 2021 p. 28-29, the Honorable Julie A. Robinson stated:

*“I was very impressed in reading the notice plan and very educational, frankly to me, understanding the communication, media platforms, technology, all of that continues to evolve rapidly and the ability to not only target consumers, but to target people that*

---

<sup>4</sup> See, e.g., Deborah R. Hensler et al., *Class Action Dilemmas, Pursuing Public Goals for Private Gain*, RAND (2000).

<sup>5</sup> See *In re La.-Pac. Inner-Seal Siding Litig.*, Nos. 879-JE, 1453-JE (D. Or. 1995).

<sup>6</sup> See: *In Re: PG&E Corporation* Case No. 19-30088 Bankr. (N.D. Cal. 2019).

*could rightfully receive notice continues to improve all the time.”*

c. ***Carter v. Forjas Taurus S.S., Taurus International Manufacturing, Inc.***, Case No. 1:13-CV-24583- PAS (S.D. Fla. 2016). In her Final Order and Judgment Granting Plaintiffs’ Motion for Final Approval of Class Action Settlement, the Honorable Patricia Seitz stated:

*“The Court considered the extensive experience of Jeanne C. Finegan and the notice program she developed. . . . There is no national firearms registry and Taurus sale records do not provide names and addresses of the ultimate purchasers... Thus, the form and method used for notifying Class Members of the terms of the Settlement was the best notice practicable. . . . The court-approved notice plan used peer-accepted national research to identify the optimal traditional, online, mobile and social media platforms to reach the Settlement Class Members.”*

Additionally, in the January 20, 2016, Transcript of Class Notice Hearing, p. 5, Judge Seitz noted:

*“I would like to compliment Ms. Finegan and her company because I was quite impressed with the scope and the effort of communicating with the Class.”*

d. ***In re Purdue Pharma L.P.***, No. 19-23649 (Bankr. S.D.N.Y. 2019). Omnibus Hearing, Motion Pursuant to 11 U.S.C. §§ 105(a) and 501 and Fed. R. Bankr. P. 2002 and 3003(c)(3) for Entry of an Order (I) Extending the General Bar Date for a Limited Period and (II) Approving the Form and Manner of Notice Thereof, June 3, 2020, transcript p. 88:10, the Honorable Robert Drain stated:

*“The notice here is indeed extraordinary, as was detailed on page 8 of Ms. Finegan's declaration in support of the original bar date motion and then in her supplemental declaration from May 20th in support of the current motion, the notice is not only in print media, but extensive television and radio notice, community outreach, -- and I think this is perhaps going to be more of a trend, but it's a major element of the notice here -- online, social media, out of home, i.e. billboards, and earned media, including bloggers and creative messaging. That with a combined with a simplified proof of claims form and the ability to file a claim or first, get more information about filing a claim online -- there was a specific claims website -- and to file a claim either online or by mail. Based on Ms. Finegan's supplemental declaration, it appears clear to me that that process of providing notice has been quite successful in its goal in ultimately reaching roughly 95 percent of all adults in the United States over the age of 18 with an average frequency of message exposure of six times, as well as over 80 percent of all adults in Canada with an average message exposure of over three times.”*

e. ***Simerlein et al. v. Toyota Motor Corporation***, Case No. 3:17-cv-01091-VAB (D. Conn. 2019). In the Ruling and Order on the Motion for Preliminary Approval, dated January 14, 2019, p. 30, the Honorable Victor Bolden stated:

*“In finding that notice is sufficient to meet both the requirements of Rule 23(c) and due process, the Court has reviewed and appreciated the high-quality submission of proposed Settlement Notice Administrator Jeanne C. Finegan. See Declaration of Jeanne C. Finegan, APR, Ex. G to Agrmt., ECF No. 85-8.”*

f. ***In Re: PG&E Corporation***, Case No. 19-30088 Bankr. (N.D. Cal. 2019). Hearing Establishing, Deadline for Filing Proofs of Claim, (II) establishing the Form and Manner of Notice Thereof, and (III) Approving Procedures for Providing Notice of Bar Date and Other Information to all Creditors and Potential Creditors PG&E. June 26, 2019, Transcript of Hearing p. 21:1, the Honorable Dennis Montali stated:

*...the technology and the thought that goes into all these plans is almost incomprehensible. He further stated p. 201:20 ... Ms. Finegan has really impressed me today...*

14. Additionally, I have published extensively on various aspects of legal noticing, including the following publications and articles:

- a. Interview, *“One Media Buyer’s Journey Toward Transparency,”* BoSacks Media Intelligence/Heard on the Web, April, 2021.
- b. Interview, *“One Media Buyer’s Journey Toward Transparency,”* The Drum /Open Mic Blog, April 21, 2021.
- c. Interview, *“How Marketers Achieve Greater ROI Through Digital Assurance,”* Alliance for Audited Media (“AAM”), white paper, January 2021.
- d. Tweet Chat: Contributing Panelist #Law360SocialChat, A live Tweet workshop concerning the benefits and pitfalls of social media, Lexttalk.com, November 7, 2019.
- e. Author, *“Top Class Settlement Admin Factors to Consider in 2020”* Law360, New York, (October 31, 2019, 5:44 PM ET).
- f. Author, *“Creating a Class Notice Program that Satisfies Due Process,”* Law360, New York (February 13, 2018 12:58 PM ET).
- g. Author, *“3 Considerations for Class Action Notice Brand Safety,”* Law360, New York (October 2, 2017 12:24 PM ET).
- h. Author, *“What Would Class Action Reform Mean for Notice?”* Law360, New York (April 13, 2017 11:50 AM ET).
- i. Author, *“Bots Can Silently Steal your Due Process Notice”* Wisconsin Law Journal (April 2017).



- j. Author, “*Don’t Turn a Blind Eye to Bots. Ad Fraud and Bots are a Reality of the Digital Environment*,” LinkedIn (March 6, 2017).
- k. Co-Author, “Modern Notice Requirements Through the Lens of Eisen and Mullane,” *Bloomberg BNA Class Action Litigation Report*, 17 CLASS 1077 (October 14, 2016).
- l. Author, “*Think All Internet Impressions are the Same? Think Again*,” Law360.com, New York (March 16, 2016).
- m. Author, “*Why Class Members Should See an Online Ad More Than Once*,” Law360.com, New York (December 3, 2015).
- n. Author, “*‘Being ‘Media-Relevant’ — What It Means and Why It Matters*,” Law360.com, New York (September 11, 2013, 2:50 PM ET).
- o. Co-Author, “*New Media Creates New Expectations for Bankruptcy Notice Programs*,” ABI Journal, Vol. XXX, No. 9 (November 2011).
- p. Quoted Expert, “*Effective Class Action Notice Promotes Access to Justice: Insight from a New U.S. Federal Judicial Center Checklist*,” Canadian Supreme Court Law Review, 53 S.C.L.R. (2d) (2011).
- q. Co-Author, with Hon. Dickran Tevrizian, “*Expert Opinion: It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape*,” BNA Class Action Litigation Report, 12 CLASS 464 (May 27, 2011).
- r. Co-Author, with Hon. Dickran Tevrizian, “*Your Insight: It’s More Than Just a Report...Why Qualified Legal Experts Are Needed to Navigate the Changing Media Landscape*,” TXLR, Vol. 26, No. 21 (May 26, 2011).
- s. Author, “*Five Key Considerations for a Successful International Notice Program*,” BNA Class Action Litigation Report,” Vol. 11, No. 7 p. 343 (April 9, 2010).
- t. Quoted, “*Technology Trends Pose Novel Notification Issues for Class Litigators*,” BNA Electronic Commerce and Law Report, 15, ECLR 109 (January 27, 2010).
- u. Author, “*Legal Notice: R U ready 2 adapt?*” BNA Class Action Litigation Report, Vol. 10, No. 14, pp. 702-703 (July 24, 2009).
- v. Author, “*On Demand Media Could Change the Future of Best Practicable Notice*,” BNA Class Action Litigation Report, Vol. 9, No. 7, pp. 307-310 (April 11, 2008).
- w. Quoted, “*Warranty Conference: Globalization of Warranty and Legal Aspects of Extended Warranty*,” Warranty Week (February 28, 2007), available at [www.warrantyweek.com/archive/ww20070228.html](http://www.warrantyweek.com/archive/ww20070228.html).
- x. Co-Author, “*Approaches to Notice in State Court Class Actions, For the Defense*,” Vol. 45, No. 11 (November, 2003).
- y. Author, “*The Web Offers Near, Real-Time Cost-Efficient Notice*,” American Bankruptcy Institute Journal, Vol. XXII, No. 5 (2003).
- z. Author, “*Determining Adequate Notice in Rule 23 Actions*,” For the Defense, Vol. 44, No. 9 (September 2002).
- aa. Co-Author, “*The Electronic Nature of Legal Noticing*,” American Bankruptcy Institute Journal, Vol. XXI, No. 3 (April 2002).
- bb. Author, “*Three Important Mantras for CEO’s and Risk Managers in 2002*,” International Risk Management Institute, [irmi.com/](http://irmi.com/) (January 2002).



- cc. Co-Author, *"Used the Bat Signal Lately,"* The National Law Journal, Special Litigation Section (February 19, 2001).
  - dd. Author, *"How Much is Enough Notice,"* Dispute Resolution Alert, Vol. 1, No. 6, (March 2001).
  - ee. Author, *"High-Profile Product Recalls Need More Than the Bat Signal,"* International Risk Management Institute, irmi.com/ (July 2001).
  - ff. Author, *"The Great Debate - How Much is Enough Legal Notice?:"* American Bar Association -- Class Actions and Derivatives Suits Newsletter (Winter 1999).
  - gg. Author, *"What are the best practicable methods to give notice?"* Georgetown University Law Center Mass Tort Litigation Institute, CLE White Paper: Dispelling the communications myth -- A notice disseminated is a notice communicated (November 1, 2001).
15. In addition, I have lectured or presented extensively on various aspects of legal noticing. A sample list includes the following:
- a. American Bar Association Faculty Panelist, 4<sup>th</sup> Annual Western Regional CLE Class Actions: "Big Brother, Information Privacy, and Class Actions: How Big Data and Social Media are Changing the Class Action Landscape," San Francisco, CA, June, 2017.
  - b. Miami Law Class Action & Complex Litigation Forum, Faculty Panelist, "Settlement and Resolution of Class Actions." Miami. FL, December 2, 2016.
  - c. The Knowledge Group, Faculty Panelist, "Class Action Settlements: Hot Topics 2016 and Beyond," Live Webcast, [www.theknowledgegroup.org/](http://www.theknowledgegroup.org/), October 2016.
  - d. Bar Association National Symposium, Faculty Panelist, "Ethical Considerations in Settling Class Actions," New Orleans, LA March 2016.
  - e. SF Banking Attorney Association, Speaker, "How a Class Action Notice Can Make or Break your Client's Settlement," San Francisco, CA May 2015.
  - f. Perrin Class Action Conference, Faculty Panelist, "Being Media Relevant, What it Means and Why It Matters – The Social Media Evolution: Trends Challenges and Opportunities," Chicago, IL May 2015
  - g. Bridgeport Continuing Ed. Faculty Panelist, "Media Relevant in the Class Notice Context," April 2014.
  - h. CASD 5<sup>th</sup> Annual Speaker, "The Impact of Social Media on Class Action Notice." Consumer Attorneys of San Diego Class Action Symposium, San Diego, California, September 2012.
  - i. Law Seminars International, Speaker, "Class Action Notice: Rules and Statutes Governing FRCP (b)(3) Best Practicable... What constitutes a best practicable notice? What practitioners and courts should expect in the new era of online and social media." Chicago, IL, October 2011.
  - j. CLE International, Faculty Panelist, Building a Workable Settlement Structure, CLE International, San Francisco, California May, 2011.
  - k. Consumer Attorneys of San Diego (CASD), Faculty Panelist, "21st Century Class Notice and Outreach," 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2010.

- l. Consumer Attorneys of San Diego (CASD), Faculty Panelist, “The Future of Notice,” 2nd Annual Class Action Symposium CASD Symposium, San Diego, California, October 2009.
- m. American Bar Association, Speaker, 2008 Annual Meeting, “Practical Advice for Class Action Settlements: The Future of Notice in the United States and Internationally – Meeting the Best Practicable Standard.”
- n. American Bar Association, Section of Business Law Business and Corporate Litigation Committee – Class and Derivative Actions Subcommittee, New York, NY, August 2008.
- o. Faculty Panelist, Women Lawyers Association of Los Angeles (WLALA) CLE Presentation, “The Anatomy of a Class Action.” Los Angeles, CA, February 2008.
- p. Faculty Panelist, Practising Law Institute (PLI) CLE Presentation, 11th Annual Consumer Financial Services Litigation. Presentation: Class Action Settlement Structures -- “Evolving Notice Standards in the Internet Age.” New York/Boston (simulcast) March, 2006; Chicago, April, 2006; and San Francisco, May 2006.
- q. Expert Panelist, U.S. Consumer Product Safety Commission. I was the only legal notice expert invited to participate as an expert to the Consumer Product Safety Commission to discuss ways in which the CPSC could enhance and measure the recall process. As an expert panelist, I discussed how the CPSC could better motivate consumers to take action on recalls and how companies could scientifically measure and defend their outreach efforts. Bethesda, MD, September 2003.
- r. Expert Speaker, American Bar Association. Presentation: “How to Bullet-Proof Notice Programs and What Communication Barriers Present Due Process Concerns in Legal Notice,” ABA Litigation Section Committee on Class Actions & Derivative Suits, Chicago, August 6, 2001.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, under the laws of the United States of America, that the foregoing is true and correct.

Executed: December 21, 2022 in Tigard, Oregon.

  
\_\_\_\_\_  
Jeanne C. Finegan

# Exhibit 1

---

## Takata Airbag Product Liability Litigation Settlement Notice Program

---

This Notice Program<sup>1</sup> is designed to inform Class Members about the proposed class action settlement between Plaintiffs and Defendants as described in the Settlement Agreement. In the Settlement Agreement, the Class is defined as: “All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order,” subject to certain excluded parties described below.

Pursuant to the Settlement Agreement, the term “Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator<sup>2</sup> and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, re-furnished, and/or removed for sale and/or re-sale, Takata Inflators and/or Takata Inflator-related component parts.

Excluded from the Class are: (a) the Settling Defendants, their officers, directors and employees; their affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; and the Settling Defendants’ Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

Class Notice will be accomplished through a combination of Direct Mailed Notice, Publication Notice, notice through the Settlement Website, Long Form Notice, and other applicable notice.

The proposed Notice Program includes the following components:

- Direct Mail Notice via postcard sent by first-class postage prepaid U.S. mail to reasonably identifiable Class Members;
- Publication Notice, which will appear in three auto recycling trade magazines, published in English with a Spanish sub-headline;
- Publication Notice, which will appear in eight territorial newspapers along with banner advertising on the newspapers’ web property in English and Spanish;
- Establishing and maintaining a Settlement Website that will contain important deadlines, notices, how to submit claims, and other important information;
- Establishing and maintaining a toll-free information line; and

---

<sup>1</sup> Capitalized terms have the meanings given them in the *Declaration of Jeanne C. Finegan in Connection with Preliminary Approval of Settlement*, to which this document is attached as an Exhibit.

<sup>2</sup> Specifically, Takata PSAN inflators, which are airbag inflators for driver or passenger front airbags manufactured and sold by Takata containing propellant with Phase-Stabilized Ammonium Nitrate (“PSAN”), including 2004 and 2004L propellant, whether desiccated or non-desiccated.

- CAFA Notice via first class mail to appropriate state and federal government officials.

### **DIRECT MAIL NOTICE**

Kroll has been informed by Data Axle that there are approximately 16,300 Auto Salvage and/or Recyclers that own vehicles that are potentially affected by the Settlement.

Kroll utilized Data Axle, a leading provider of business data, to identify these potential Settlement Class Members. Data Axle has over 17.3 million records with over 400 data attributes in its database. The database has records for almost every business in the United States and Canada — from the Fortune 500 to small family-owned business. Kroll uses Standard Industrial Classification codes (“SIC Codes”) to find records for relevant industries and businesses. SIC Codes were created by the federal government to classify industries using a four-digit code. SIC Codes continue to be used by U.S. Government agencies, private companies, and in academia. Here, records were selected based on twenty-nine unique SIC Codes, including Automobile Dismantling Recycling, Automobile Part — Used & Rebuilt, Motor Vehicle Parts Used, Automobile Dismantling/ Recycling, and Automobile wrecking. The selected SIC codes returned over 16,300 records.

Further, Kroll has been informed that Plaintiff’s Counsel may provide additional records. If received, Kroll will combine these records with the data provided by Data Axle and de-duplicate any overlapping records.<sup>3</sup> This combined data set will be used for mailing the Direct Mailed Notice attached as **Exhibit 2**.

Pursuant to the terms of the Settlement Agreement, Kroll as the Settlement Notice Administrator, shall send Direct Mailed Notices via postage prepaid first-class U.S. mail to these identified Class Members.

Direct Mailed Notices that are returned as non-deliverable but with a forwarding address will be re-mailed by Kroll to any address indicated by the postal service in the case of an expired automatic forwarding order. Direct Mailed Notices returned as non-deliverable, but for which a new address is not indicated by the USPS, will be further searched through a third-party vendor to seek a more current address. If any such address is found, these types of customized and individualized Direct Mailed Notices will be re-mailed to the updated address no later than the deadline found in the Preliminary Approval Order. Upon completion of these duties, Kroll will submit a complete report on the results of the direct outreach effort.

Based on past experience with direct mail in related cases, we anticipate that the Direct Mailed Notice alone is estimated to reach at least 90% of Class Members residing in the United States.

---

<sup>3</sup> Data Axle has informed Kroll that it regularly updates its business records. As a result, there is no need to perform additional NCOA update searches in connection with this data.

**PUBLICATION NOTICE**

The proposed Publication component of the Notice Plan will employ a mix of newspaper, trade magazines, and online display to target notice to Class Members in the United States and the United States Territories<sup>4</sup> of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

**UNITED STATES OUTREACH**

The Summary Notice will be published once in each of the following trade magazines:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Distribution</i>
<i>Automotive Recycling</i>	1,200	English	United States and U.S. Territories
<i>Auto Recycler’s ToolBox Magazine</i>	10,000	English	United States and U.S. Territories
<i>American Recycler</i>	32,944	English	United States and U.S. Territories

**TERRITORIAL OUTREACH – NEWSPAPERS**

The Summary Notice will be published once in each of the following U.S. Territory newspapers:

<i>Publication</i>	<i>Circulation</i>	<i>Language</i>	<i>Territory</i>
Samoa News	6,730	English	American Samoa
Pacific Daily News	19,357	English	Guam
Saipan Tribune	7,200	English	Mariana Islands
El Nuevo Dia	248,000	Spanish	Puerto Rico
San Juan Daily Star	62,000	English	Puerto Rico
Primera Hora	186,580	Spanish	Puerto Rico
Virgin Islands Daily News	18,300	English	U.S. Virgin Islands — St. Thomas
St. Croix Avis	14,000	English	U.S. Virgin-Islands — St. Croix

Combined, the territorial newspapers have a total circulation of 562,167 with over 1,292,000 readers.<sup>5</sup> Additionally, online display ads will run on each of the newspaper’s web properties.

<sup>4</sup> ComScore does not measure media in the territories, with the exception of Puerto Rico which is reported on a limited basis by age group.

<sup>5</sup> The number of readers is calculated using a pass-along factor of 2.3 readers in addition to the subscriber who reads the newspaper. See: National Newspaper Association, [nnaweb.org/](http://nnaweb.org/).

Digital media will run in English and Spanish.

### **OFFICIAL SETTLEMENT WEBSITE**

The Settlement Website will be established in accordance with the terms of the Settlement Agreement, at: [www. AirbagRecyclerSettlement.com](http://www.AirbagRecyclerSettlement.com) to enable potential Class Members to get information about the Settlement. Visitors will be able to obtain additional information about the Settlement and its benefits, including downloading Court documents related to the case and answers to Frequently Asked Questions. Additionally, Class Members will have the ability to send communications to Kroll's client service team through the website.

Further, the Settlement Website will allow Class Members to continue to obtain further information about the class action, their rights, and view Plaintiff's Motion for Approval of Expenses and Incentive Awards. The website will be accessible 24-hours a day, 7-days a week.

To ensure the Settlement Website remains active and responsive to search queries, the website shall be subject to search-engine optimization.

### **TOLL FREE INFORMATION LINE**

Additionally, Kroll will establish and maintain a 24-hour toll-free telephone line where callers may obtain information about the Settlement. Kroll will provide both automated and agent answered call center services. Live operators shall be available Monday through Friday, from 5:00 am to 5:00 pm, PST and shall be trained to respond to questions about the settlement, answer questions about the terms of the settlement, and address other material aspects of the Settlement. The phone number will also be configured to enable callers to leave a message after hours, which will be returned by Kroll the next business day.

### **CAFA NOTICE**

Pursuant to Section IV.G of the Settlement Agreement, Kroll will provide notice of the proposed Settlement under CAFA, 28 U.S.C. §1715(b), to appropriate state and federal government officials.



# Exhibit 2

**Direct Mail Notice to Class Members**

**Front:**

Settlement Notice Administrator in  
In re Takata Airbag Products Liability  
Litigation (Automobile Salvage/Recyclers  
Actions), (S.D. Fla.)[Address]  
[City, State ZIP Code]

[Name]  
[Address]  
[City, State ZIP Code]

**Important Legal Notice from the United States District Court for the Southern District of Florida.** This is a notice of a proposed class action settlement.

**Back:**

**All persons and entities that purchased a Subject Vehicle containing a Takata Inflator, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts may be entitled to a payment from a class action settlement.**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

A Settlement has been reached in a class action lawsuit alleging that Toyota[, include other OEMs that join in the settlement (global edit)] manufactured and sold vehicles that contained allegedly defective airbags made by Takata Corporation and its affiliates (“Takata”). Toyota denies the allegations in the lawsuit, and the Court has not decided who is right. **The purpose of this notice is to inform you of the class action and the proposed settlement so that you may decide what to do.**

**Who’s Included? Records indicate that you may be a Class Member.** The Settlement offers potential payments to Automotive Salvage and/or Recyclers in the United States that purchased a Subject Vehicle containing a Takata Inflator. A complete list of Subject Vehicles included in the Settlement is posted on the [www.\[WEBSITE\].com](http://www.[WEBSITE].com) Settlement Website. This Settlement does not involve claims of personal injury or property damage arising from an incident involving a Subject Vehicle.

**What Are the Settlement Terms?** The Settlement offers an Enhanced Inflator Recovery Program, which shall run for two years. Under the programs, the Settlement Claims Administrator shall locate, identify, purchase, recover, and destroy Inflators in Subject Vehicles that have been recalled as of [DATE]. Those Defendants that had existing programs regarding recovered and/or deployed or missing inflators will pay to the eligible Class Member 15% more per recovered and/or deployed or missing Inflator than they pay under their existing program(s). Those Defendants that did not have existing programs regarding recovered and/or deployed or missing inflators are implementing such programs. These additional payments do not apply to Inflators for which Toyota [and other OEMs] has already made a payment or to any payments made after the two-year Enhanced Inflator Recovery Program. More information about the benefits of the Settlements is available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**How can I participate in the Enhanced Inflater Recovery Program?** You may submit a Claim to participate in the Enhanced Inflater Recovery Program. Instructions to submit a claim can be found in the Claim Form at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

**What are my options?** You are not required to do anything in response to this notice unless you wish to exclude yourself from the settlements or file an objection. If you do not exclude yourself, then if the court approves the settlements, you may recover any benefits to which you may be entitled under the settlements, and you will be legally bound by the settlement terms including the release of claims. The potential available benefits are more fully described in the Settlements, available at the settlement website. If you want to exclude yourself from the settlements, and not receive any benefits to which you may be eligible, then you exclude yourself by **Month DD, 2022**. You may object to the Settlements by **Month DD, 2022**. You cannot both exclude yourself from and object to the Settlements. The deadlines and procedures for requesting exclusion from the settlement or filing an objection are also explained on the settlement website.

**Fairness Hearing.** The Court will hold a fairness hearing on **Month DD, 2022** to consider whether to grant final approval of the Settlements and a request for \$214,937.78 in attorneys' costs and expenses for the settlements with Toyota[include other OEMs]. Plaintiffs' counsel are not seeking any attorneys' fees or for class representative awards associated with the settlement of this action. You may appear at the fairness hearing, either by yourself or through an attorney you hired, but you don't have to hire an attorney because class counsel will be there to represent your and settlement class's interests. For more information, including the Settlement benefits, eligibility, release of claims, and applicable deadlines and procedures to request exclusion, object, or file a claim, in English or Spanish, call or visit the website below.

1-8XX-XXX-XXXX

[www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com)

## Exhibit 12: Claim Form

# A SETTLEMENT HAS BEEN CREATED, AND YOU MAY BE ENTITLED TO A CASH PAYMENT.

### Use this Claim Form only if:

- (1) You are an automotive recycler or salvager that purchased a Subject Vehicle containing a Takata Inflator (as defined in the Settlement Agreement) and currently engage or, at the time of the purchase, were engaged in the business of automotive salvage or recycling, or that recycled, refurbished, or removed for sale or re-sale, second-hand Takata Inflators or Takata Inflator-related component parts;
- (2) You have or had recalled Takata Inflators;
- (3) You are not otherwise excluded from the Class; and
- (4) You otherwise meet the terms and conditions specified in this Claim Form and the Settlement Agreement.

**IMPORTANT NOTE:** Some vehicles included in the Settlement will be recalled at a later date and others may not require a recall. Your receipt of a Settlement Notice does not mean your vehicle is subject to a recall. Please refer to BMW's website, [www.bmwusa.com/safety-and-emission-recalls](http://www.bmwusa.com/safety-and-emission-recalls), or the National Highway Traffic Safety Administration's website, [www.SaferCar.gov](http://www.SaferCar.gov), for the latest information about Takata recalls and to determine if your vehicle is subject to a recall.

### INSTRUCTIONS FOR SUBMITTING A CLAIM FOR SETTLEMENT BENEFITS

#### Please Read These Instructions Carefully

1. Subject to certain limited exclusions, you are a person or entity eligible to submit a claim for a Settlement Payment if:
  - a. You are an Automotive Recycler located in the United States, the District of Columbia, and the territories and possessions of the United States prior to the [date of the Preliminary Approval Order].
  - b. "Automotive Recyclers" means all persons who and entities which purchased a Subject Vehicle, as defined below, containing a Takata Inflator, as defined below, and that currently engage in, or at the time of such purchase were engaged in, the business of automotive salvage or recycling, or that recycled, re-furbished, or removed for sale or re-sale, second-hand Takata Inflators or Takata Inflator-related component parts.
  - c. "Takata Inflator" or "Takata Inflators" mean Takata PSAN inflators, which are all airbag inflators for driver- or passenger front airbags which Takata manufactured and sold containing propellant with Phase-Stabilized Ammonium Nitrate ("PSAN"), including 2004 and 2004L propellant, whether desiccated or non-desiccated.
  - d. To submit a claim for a Settlement Benefit, you must submit a Claim Form to [car-part.com](http://car-part.com), BMW's Settlement Claims Administrator, by going to [www.recyclerpayment.org](http://www.recyclerpayment.org) to download additional Claim Forms.
2. The deadline for submitting a Claim Form is two years from the date of implementation. Current date of implementation is anticipated to be [ESTIMATED DATE], but this date may move. Please periodically check the settlement website for updates.

**IMPORTANT: NO CLAIM FORMS MAY BE SUBMITTED AFTER THE FINAL CLAIM DEADLINE. THE DATE OF IMPLEMENTATION AND THE FINAL CLAIM DEADLINE ARE NOT YET KNOWN, BUT WILL BE POSTED PROMINENTLY ON THE SETTLEMENT WEBSITE, WWW.RECYCLERPAYMENT.ORG, WHEN THEY ARE KNOWN.**

3. If you are the registered owner of more than one Subject Vehicle, you may submit one Claim Form for multiple vehicles, providing information for each individual vehicle.
4. Capitalized terms in this Form have the same meaning as provided in the Settlement Agreement, which is available for download at [www.recyclerpayment.org](http://www.recyclerpayment.org). The Long Form Notice, which is also available for download [www.recyclerpayment.org](http://www.recyclerpayment.org) or by calling 1-(859)-344-1901, also explains key terms of the Settlement, including the definition of Effective Date.
5. Provide all requested information and submit your Claim Form(s) to [car-part.com](http://car-part.com) [by mail/fax/email]

**Exhibit 12: Claim Form**

**CLAIM FORM TO PARTICIPATE IN THE BMW  
TAKATA INFLATOR CERTIFICATION PROGRAM**

*Please provide the following information:*

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax (optional): \_\_\_\_\_

Email Address: \_\_\_\_\_

Website (optional): \_\_\_\_\_

On the following page, please identify the model, model year, and VIN of Subject BMW Vehicle(s) and indicate whether the respective Takata Inflator is Driver Side or Passenger Side and whether it is in your Current Inventory or Historic Inventory. Use additional sheets if necessary.

Submit your completed claim form to [car-part.com](http://car-part.com) by fax/email/mail:

Fax:

Email:

US Mail:

Upon receipt, [car-part.com](http://car-part.com) will validate the VINs provided and contact you to coordinate your participation in the BMW Takata Airbag Inflator Certification Program.





IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
MASTER CASE NO. 1:15-md-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

The Parties to the above-captioned economic loss actions brought by certain Recycler Plaintiffs currently pending against Toyota Motor Corporation, Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc., Toyota Motor Engineering & Manufacturing North America, Inc. (collectively, “Toyota”) as part of this multidistrict litigation have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement”). The Parties reached the Settlement through arm’s-length negotiations over several months. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Recycler Plaintiffs and the proposed Class would fully, finally, and forever resolve, discharge, and release their economic loss claims against the Released Parties in

exchange for Toyota's agreement to implement an Enhanced Inflator Recovery Program, as set forth in the Settlement.<sup>1</sup>

The Settlement has been filed with the Court, and Recycler Plaintiffs have filed an Unopposed Motion for Preliminary Approval of Class Settlement with Toyota Defendants, and for Preliminary Certification of the Class (the "Motion"), for settlement purposes only. Upon considering the Motion and exhibits thereto, the Settlement, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and Parties to these proceedings; (2) the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure<sup>2</sup> and should be preliminarily certified for settlement purposes only; (3) the persons and entities identified below should be appointed class representatives, and Settlement Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel and is not the result of collusion; (5) the Settlement is fair, reasonable, and adequate and should be preliminarily approved; (6) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Class; (7) the proposed Notice Program, proposed forms of notice, and proposed Claim Form satisfy Rule 23 and Constitutional Due Process requirements, and are reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, preliminary class certification for settlement purposes only, the terms of the Settlement, request for Settlement Class Counsel's costs, request for service awards for Recycler Plaintiffs, their rights to opt-out of the Class and object to the Settlement, and the process for submitting a Claim to request a payment under the

---

<sup>1</sup> Capitalized terms shall have the definitions and meanings accorded to them in the Settlement.

<sup>2</sup> All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

enhanced Inflation Recovery Program; (8) good cause exists to schedule and conduct a Fairness Hearing, pursuant to Rule 23(e), to assist the Court in determining whether to grant final approval of the Settlement, certify the Class, for settlement purposes only, and issue a Final Order and Final Judgment, and whether to grant Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.
2. Venue is proper in this District.

**Preliminary Class Certification for Settlement Purposes Only and Appointment of Class Representatives and Settlement Class Counsel**

3. It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136, 2021 WL 1617911 at \*2 (S.D. Fla. Jan. 19, 2021). In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006); *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. Under Rule 23(e)(1)(B), this Court must direct notice in a reasonable manner to all class members who would be bound by the proposed Settlement if giving notice is justified by the parties' showing that the Court will likely be able to approve the proposed Settlement under Rule

23(e)(2) and certify the class for purposes of judgment on the proposed Settlement. Under Rule 23(e)(2), a proposed Settlement may be approved only if the Court finds that it is fair, reasonable, and adequate after considering whether:

- (a) the class representatives and class counsel have adequately represented the class;
- (b) the proposal was negotiated at arm's length;
- (c) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (d) the proposal treats class members equitably relative to each other.

5. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied and that preliminary certification of the proposed Class is appropriate under Rule 23.

The Court, therefore, preliminarily certifies the following Class:

All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Toyota, their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Toyota's Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

"Automotive Salvage and/or Recyclers" means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of

automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.

6. The “Subject Vehicles” are listed in Exhibit 9 to the Settlement, which is expressly incorporated in this Order.

7. Specifically, the Court finds, for settlement purposes, that the Class satisfies the following factors of Rule 23:

(a) Numerosity: In the Action, more than 16,300 individuals and entities, spread out across the country, are members of the proposed Class. Their joinder is impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met. *See Kilgo v. Bowman Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members “from a wide geographical area”).

(b) Commonality: The threshold for commonality under Rule 23(a)(2) is not high. “[C]ommonality requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (internal quotation marks omitted); *see also Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 313 (S.D. Fla. 2001) (same). Here, the commonality requirement is satisfied for settlement purposes because there are multiple questions of law and fact that center on Toyota’s sale of Subject Vehicles equipped with allegedly defective driver’s or front passenger Takata airbag modules, as alleged or described in the Second Amended Consolidated Class Action Complaint, the Action or any amendments of the Actions, which are common to the Class.

(c) Typicality: The Recycler Plaintiffs’ claims are typical of the Class for purposes of this Settlement because they concern the same alleged Toyota conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir.

1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are based on the same legal theory”); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they “possess the same interest and suffer the same injury as the class members”).

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the Class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant*, 202 F.R.D. at 314. Rule 23(a)(4) is satisfied here because there are no conflicts of interest between the Recycler Plaintiffs and the Class, and Recycler Plaintiffs have retained competent counsel to represent them and the Class. Settlement Class Counsel here regularly engage in consumer class litigation and other complex litigation similar to the present Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Recycler Plaintiffs and Settlement Class Counsel have vigorously and competently represented the Class Members’ interests in the Action. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement purposes, as well, because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for thousands of Class Members in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and law ... ha[ve] a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*,

601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks omitted). Based on the record currently before the Court, the predominance requirement is satisfied here for settlement purposes because common questions present a significant aspect of the case and can be resolved for all Class Members in a single common judgment.

8. The Court appoints the following persons as class representatives: 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.; Quartno's Auto Salvage and Young's Auto Center and Salvage, LP.

9. The Court appoints the following persons and entities as Settlement Class Counsel:

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Lead Settlement Class Counsel

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
575 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Settlement Class Counsel

Todd A. Smith  
POWER, ROGERS AND SMITH, L.L.P.  
70 West Madison Street, Suite 5500  
Chicago, IL 60602  
Tel: (312) 313-0202  
Email: tas@prslaw.com  
Settlement Class Counsel



Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Settlement Class Counsel

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Settlement Class Counsel

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Settlement Class Counsel

### **Preliminary Approval of the Settlement**

10. “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Hanley v. Tampa Bay Sports and Entertainment*, No. 8:19-CV-00550, 2020 WL 35702, at \*3 (M.D. Fla. Jan. 7, 2020); *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646-CIV, 2010 WL 2401149, at \*2 (S.D. Fla. Jun. 15, 2010). Settlement negotiations that involve arm’s-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See, e.g., Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136-RAR, 2021 WL 1617911, at \*4 (S.D. Fla. Jan. 19, 2021); Federal Rule of Civil Procedure 23(e).

11. The Court preliminarily approves the Settlement, and the exhibits appended to the Motion, as fair, reasonable and adequate under Rule 23. The Court finds that the Settlement was

reached in the absence of collusion, and is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court also finds that the Class Representative and Class Counsel have represented and will continue to adequately represent the Settlement Class. The Court further finds that the Settlement, including the exhibits appended to the Motion, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Class, as set forth below and in the Settlement, and schedule a Fairness Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter Final Judgment. The Court further finds that giving notice of the proposed Settlement to the Settlement Class is justified by the Parties' showing that the Court will likely be able to: (i) approve the proposal under Fed. R. Civ. P. 23(e)(2); and (ii) certify the Settlement Class for purposes of judgment on the proposal.

**Approval of Notice and Notice Program and Direction to Effectuate  
the Notice and Outreach Programs**

12. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits 2, 6, and 8 to the Settlement Agreement. The Court further finds that the Notice Program, described in Section IV of the Settlement, is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, class certification for settlement purposes only, the terms of the Settlement, their rights to opt-out of the Class and object to the Settlement, Settlement Class Counsel's Costs Application, and the request for service awards for Recycler Plaintiffs. The notices and Notice Program constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The

Court finds that the forms of notice are written in simple terminology, are readily understandable by Class Members and comply with the Federal Judicial Center’s illustrative class action notices. The Court orders that the notices be disseminated to the Class as per the Notice Plan.

13. The Court directs that Rebuilders Automotive Supply (“RAS”) act as the Settlement Claims Administrator.

14. The Court directs that Kroll Notice Media act as the Settlement Notice Administrator.

15. The Settlement Claims Administrator and Settlement Notice Administrator shall implement the Notice Program, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 2, 6, and 8 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Program, as specified in section IV of the Settlement and approved by this Order.

#### **Fairness Hearing, Opt-Outs, and Objections**

16. The Court directs that a Fairness Hearing shall be scheduled for [REDACTED] at [REDACTED] [a.m. or p.m.] [subject to the Court’s availability, the parties recommend a date during the week of [DATE]], to assist the Court in determining whether to grant Final Approval to the Settlement, certify the Class, and enter the Final Order and Final Judgment, and whether the Settlement Class Counsel’s Costs Application and request for service awards for Recycler Plaintiffs should be granted.

17. Potential Class Members who timely and validly exclude themselves from the Class shall not be bound by the Settlement Agreement, the Settlement, or the Final Order and Final Judgment. If a potential Class Member files a request for exclusion, he/she/it may not assert an objection to the Settlement Agreement. The Settlement Notice Administrator shall provide copies

of any requests for exclusion to Settlement Class Counsel and Toyota's Counsel as provided in the Settlement Agreement.

18. The Court directs that any person or entity within the Class definition who wishes to be excluded from the Class may exercise his, her, or its right to opt out of the Class by following the opt-out procedures set forth in the Long Form Notice at any time during the opt-out period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period (the "Opt-Out Deadline"), which is 30 days before the Fairness Hearing, [DATE], must be mailed to [ADDRESS OF NOTICE ADMINISTRATOR], and must include:

- (i) the full name, telephone number and address of the person or entity seeking to be excluded from the Class;
- (ii) a statement affirming that such person or entity is a member of the Class and providing the Vehicle Identification Number (VIN) of each of the person's or entity's Subject Vehicle(s) the Class Member wishes to be excluded from the Settlement;
- (iii) a statement that such person or entity wishes to be excluded from the Toyota Settlement in *In re Takata Airbag Products Liability Litigation*, 15-md-02599-FAM, and
- (iv) the signature of the person or entity seeking to be excluded from the Class.

19. The Opt-Out Deadline shall be specified in the Direct Mailed Notice, Publication Notice, and Long Form Notice. All persons and entities within the Class definition who do not timely and validly opt out of the Class shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases set forth in Section VII of the Settlement.

20. The Court further directs that any person or entity in the Class who does not opt out of the Class may object to the Settlement, Settlement Class Counsel's Costs Application and/or the request for service awards for Recycler Plaintiffs. Any such objections must be mailed to the Clerk of the Court, Lead Settlement Class Counsel, and counsel for Toyota, at the following addresses:

- (a) Clerk of the Court  
Wilkie D. Ferguson, Jr. U.S. Courthouse  
400 North Miami Avenue  
Miami, FL 33128
- (b) Lead Settlement Class Counsel  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3rd Avenue, Suite 2700  
Miami, Florida 33131
- (c) Counsel for Toyota  
John P. Hooper  
King & Spalding LLP  
1185 Avenue of the Americas  
34th Floor  
New York, NY 10036

21. For an objection to be considered by the Court, the objection must be postmarked or sent via overnight delivery no later than the Opt-Out Deadline of 30 days before the Fairness Hearing, [DATE], must be addressed to the addresses listed in the preceding paragraph and in the Long Form Notice, and must include the following:

- (i) a heading which refers to the *Takata* MDL;
- (ii) the objector's full name, actual residential address, and telephone number;
- (iii) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN of at least one of the objector's Subject Vehicle(s);

- (iv) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- (v) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (vi) if represented by counsel, the full name, telephone number, and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or costs application;
- (vii) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- (viii) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity;
- (ix) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;

- (x) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- (xi) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and
- (xii) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

22. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

**Further Papers in Support of Settlement and Costs Application**

23. Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their request for attorneys' costs and expenses ("Costs Application") and request for service awards for Recycler Plaintiffs, no later than 45 days before the Fairness Hearing, [DATE]. If Toyota chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, [DATE].

24. Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement and the Costs Application no later than 14 days before Fairness Hearing, [DATE]. If Toyota chooses to file a response to timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 14 days before Fairness Hearing, [DATE].

**Effect of Failure to Approve the Settlement or Termination**

25. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:



- (i) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;
- (ii) All of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Recycler Plaintiffs' right to seek class certification and Toyota's right to oppose class certification;
- (iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Toyota or Recycler Plaintiffs on any point of fact or law;
- (iv) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders and public statements, may be used as evidence;
- (v) Neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence;
- (vi) The preliminary certification of the Class pursuant to this Order shall be vacated automatically and the Actions shall proceed as though the Class had never been certified; and
- (vii) The terms in Section X.D of the Settlement Agreement shall apply and survive.

**Stay/Bar of Other Proceedings**

26. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even

those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt out request to be determined by the Court only at the Fairness Hearing), shall commence, continue or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Additionally, pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, all other Actions in the Takata MDL as to Toyota shall be stayed. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.

#### **General Provisions**

27. The Court reserves the right to approve the Settlement with or without modification, provided that any modification does not limit the rights of the Class under the Settlement, and with or without further notice to the Class and may continue or adjourn the Fairness Hearing without further notice to the Class, except that any such continuation or adjournment shall be announced on the Settlement website.

28. Settlement Class Counsel and Toyota's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further

approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice or to any other exhibits that the Parties jointly agree are reasonable or necessary.

29. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Agreement.

30. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

31. Based on the foregoing, the Court sets the following schedule for the Fairness Hearing and the actions which must precede it:

- (i) Notice shall be provided in accordance with the Notice Program and this Order—that is, beginning [DATE], 7 days after the entry of the Preliminary Approval Order;
- (ii) Toyota's Counsel shall provide to the Settlement Notice Administrator a list of all counsel for anyone who has then-pending similar economic-loss litigation against Toyota relating to Takata airbag inflator claims involving the Class's Subject Vehicles and/or otherwise covered by the Release, other than those counsel in the Actions, by [DATE], within 20 days of the entry of the Preliminary Approval Order;
- (iii) Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their Costs Application and request for service awards for Recycler Plaintiffs, no later than 45 days before the Fairness Hearing, which is [DATE];

- (iv) If Toyota chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, which is [DATE];
- (v) Notice to be substantially completed by [date], at least two weeks before Class Members must file any objections and/or requests for exclusion from the Settlement;
- (vi) Class Members must file any objections to the Settlement, the Motion for Final Approval of the Settlement, Settlement Class Counsel's Costs Application and/or the request for service awards no later than 30 days before the Fairness Hearing, which is [DATE];
- (vii) Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to one of Settlement Class Counsel identified in the Class Notice and to Toyota's Counsel, and file the notice with the Court no later than 30 days before the Fairness Hearing, which is [DATE];
- (viii) Class Members must file requests for exclusion from the Settlement no later than 30 days before the Fairness Hearing, which is [DATE];
- (ix) The Settlement Notice Administrator must file with the Court, no later than 21 days before the Fairness Hearing, which is [DATE], (a) a list of those persons or entities who or which have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, method and results of the notice program;

- (x) Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Settlement and Costs Application no later than 14 days before the Fairness Hearing, which is [DATE];
- (xi) If Toyota chooses to file a response to timely filed objections to the Settlement, it shall do so no later than 14 days before the Fairness Hearing, which is [DATE]; and
- (xii) The Fairness Hearing will be held on [REDACTED] at [REDACTED] a.m./p.m. [subject to the Court’s availability, the Parties recommend a date during the week of [DATE] – no sooner than 135 days after entry of the Preliminary Approval Order], at the United States Courthouse, Wilkie D. Ferguson, Jr. Building, Courtroom 13-3, 400 North Miami Avenue, Miami, Florida 33128.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
MASTER CASE NO. 1:15-md-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

The Parties to the above-captioned economic loss actions brought by certain Recycler Plaintiffs currently pending against Fuji Heavy Industries Ltd., currently known as Subaru Corporation, and Subaru of America, Inc. (collectively, “Subaru”) as part of this multidistrict litigation have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement”). The Parties reached the Settlement through arm’s-length negotiations over several months. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Recycler Plaintiffs and the proposed Class would fully, finally, and forever resolve, discharge, and release their economic loss

claims against the Released Parties in exchange for Subaru's agreement to implement an Enhanced Inflater Recovery Program, as set forth in the Settlement.<sup>1</sup>

The Settlement has been filed with the Court, and Recycler Plaintiffs have filed an Unopposed Motion for Preliminary Approval of Class Settlement with Subaru Defendants, and for Preliminary Certification of the Class (the "Motion"), for settlement purposes only. Upon considering the Motion and exhibits thereto, the Settlement, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and Parties to these proceedings; (2) the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure<sup>2</sup> and should be preliminarily certified for settlement purposes only; (3) the persons and entities identified below should be appointed class representatives, and Settlement Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel and is not the result of collusion; (5) the Settlement is fair, reasonable, and adequate and should be preliminarily approved; (6) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Class; (7) the proposed Notice Program, proposed forms of notice, and proposed Claim Form satisfy Rule 23 and Constitutional Due Process requirements, and are reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, preliminary class certification for settlement purposes only, the terms of the Settlement, request for Settlement Class Counsel's costs, request for service awards for Recycler Plaintiffs, their rights to opt-out of the Class and object to the Settlement, and the process for submitting a Claim to request a payment under the

---

<sup>1</sup> Capitalized terms shall have the definitions and meanings accorded to them in the Settlement.

<sup>2</sup> All citations to the Rules shall refer to the Federal Rules of Civil Procedure.



enhanced Inflation Recovery Program; (8) good cause exists to schedule and conduct a Fairness Hearing, pursuant to Rule 23(e), to assist the Court in determining whether to grant final approval of the Settlement, certify the Class, for settlement purposes only, and issue a Final Order and Final Judgment, and whether to grant Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.
2. Venue is proper in this District.

**Preliminary Class Certification for Settlement Purposes Only and Appointment of Class Representatives and Settlement Class Counsel**

3. It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136, 2021 WL 1617911 at \*2 (S.D. Fla. Jan. 19, 2021). In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006); *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. Under Rule 23(e)(1)(B), this Court must direct notice in a reasonable manner to all class members who would be bound by the proposed Settlement if giving notice is justified by the parties' showing that the Court will likely be able to approve the proposed Settlement under Rule

23(e)(2) and certify the class for purposes of judgment on the proposed Settlement. Under Rule 23(e)(2), a proposed Settlement may be approved only if the Court finds that it is fair, reasonable, and adequate after considering whether:

- (a) the class representatives and class counsel have adequately represented the class;
- (b) the proposal was negotiated at arm's length;
- (c) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (d) the proposal treats class members equitably relative to each other.

5. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied and that preliminary certification of the proposed Class is appropriate under Rule 23.

The Court, therefore, preliminarily certifies the following Class:

All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Subaru, their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Subaru Retailers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

“Automotive Salvage and/or Recyclers” means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of

automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflater-related component parts.

6. The “Subject Vehicles” are listed in Exhibit 9 to the Settlement, which is expressly incorporated in this Order.

7. Specifically, the Court finds, for settlement purposes, that the Class satisfies the following factors of Rule 23:

(a) Numerosity: In the Action, more than 16,300 individuals and entities, spread out across the country, are members of the proposed Class. Their joinder is impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met. *See Kilgo v. Bowman Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members “from a wide geographical area”).

(b) Commonality: The threshold for commonality under Rule 23(a)(2) is not high. “[C]ommonality requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (internal quotation marks omitted); *see also Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 313 (S.D. Fla. 2001) (same). Here, the commonality requirement is satisfied for settlement purposes because there are multiple questions of law and fact that center on Subaru’s sale of Subject Vehicles equipped with allegedly defective driver’s Takata airbag modules, as alleged or described in the Second Amended Consolidated Class Action Complaint, the Action or any amendments of the Actions, which are common to the Class.

(c) Typicality: The Recycler Plaintiffs’ claims are typical of the Class for purposes of this Settlement because they concern the same alleged Subaru conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir.

1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are based on the same legal theory”); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they “possess the same interest and suffer the same injury as the class members”).

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the Class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant*, 202 F.R.D. at 314. Rule 23(a)(4) is satisfied here because there are no conflicts of interest between the Recycler Plaintiffs and the Class, and Recycler Plaintiffs have retained competent counsel to represent them and the Class. Settlement Class Counsel here regularly engage in consumer class litigation and other complex litigation similar to the present Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Recycler Plaintiffs and Settlement Class Counsel have vigorously and competently represented the Class Members’ interests in the Action. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement purposes, as well, because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for thousands of Class Members in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and law ... ha[ve] a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*,

601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks omitted). Based on the record currently before the Court, the predominance requirement is satisfied here for settlement purposes because common questions present a significant aspect of the case and can be resolved for all Class Members in a single common judgment.

8. The Court appoints the following persons as class representatives: 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.; Quartno's Auto Salvage and Young's Auto Center and Salvage, LP.

9. The Court appoints the following persons and entities as Settlement Class Counsel:

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Lead Settlement Class Counsel

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
575 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Settlement Class Counsel

Todd A. Smith  
POWER, ROGERS AND SMITH, L.L.P.  
70 West Madison Street, Suite 5500  
Chicago, IL 60602  
Tel: (312) 313-0202  
Email: tas@prslaw.com  
Settlement Class Counsel

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Settlement Class Counsel

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Settlement Class Counsel

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Settlement Class Counsel

**Preliminary Approval of the Settlement**

10. “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Hanley v. Tampa Bay Sports and Entertainment*, No. 8:19-CV-00550, 2020 WL 35702, at \*3 (M.D. Fla. Jan. 7, 2020); *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646-CIV, 2010 WL 2401149, at \*2 (S.D. Fla. Jun. 15, 2010). Settlement negotiations that involve arm’s-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See, e.g., Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136-RAR, 2021 WL 1617911, at \*4 (S.D. Fla. Jan. 19, 2021); Federal Rule of Civil Procedure 23(e).

11. The Court preliminarily approves the Settlement, and the exhibits appended to the Motion, as fair, reasonable and adequate under Rule 23. The Court finds that the Settlement was

reached in the absence of collusion, and is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court also finds that the Class Representative and Class Counsel have represented and will continue to adequately represent the Settlement Class. The Court further finds that the Settlement, including the exhibits appended to the Motion, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Class, as set forth below and in the Settlement, and schedule a Fairness Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter Final Judgment. The Court further finds that giving notice of the proposed Settlement to the Settlement Class is justified by the Parties' showing that the Court will likely be able to: (i) approve the proposal under Fed. R. Civ. P. 23(e)(2); and (ii) certify the Settlement Class for purposes of judgment on the proposal.

**Approval of Notice and Notice Program and Direction to Effectuate  
the Notice and Outreach Programs**

12. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits 2, 6, and 8 to the Settlement Agreement. The Court further finds that the Notice Program, described in Section IV of the Settlement, is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, class certification for settlement purposes only, the terms of the Settlement, their rights to opt-out of the Class and object to the Settlement, Settlement Class Counsel's Costs Application, and the request for service awards for Recycler Plaintiffs. The notices and Notice Program constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The



Court finds that the forms of notice are written in simple terminology, are readily understandable by Class Members and comply with the Federal Judicial Center’s illustrative class action notices. The Court orders that the notices be disseminated to the Class as per the Notice Plan.

13. The Court directs that Rebuilders Automotive Supply (“RAS”) act as the Settlement Claims Administrator.

14. The Court directs that Kroll Notice Media act as the Settlement Notice Administrator.

15. The Settlement Claims Administrator and Settlement Notice Administrator shall implement the Notice Program, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 2, 6, and 8 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Program, as specified in section IV of the Settlement and approved by this Order.

**Fairness Hearing, Opt-Outs, and Objections**

16. The Court directs that a Fairness Hearing shall be scheduled for [REDACTED] at [REDACTED] [a.m. or p.m.] [subject to the Court’s availability, the parties recommend a date during the week of [DATE]], to assist the Court in determining whether to grant Final Approval to the Settlement, certify the Class, and enter the Final Order and Final Judgment, and whether the Settlement Class Counsel’s Costs Application and request for service awards for Recycler Plaintiffs should be granted.

17. Potential Class Members who timely and validly exclude themselves from the Class shall not be bound by the Settlement Agreement, the Settlement, or the Final Order and Final Judgment. If a potential Class Member files a request for exclusion, he/she/it may not assert an objection to the Settlement Agreement. The Settlement Notice Administrator shall provide copies

of any requests for exclusion to Settlement Class Counsel and Subaru's Counsel as provided in the Settlement Agreement.

18. The Court directs that any person or entity within the Class definition who wishes to be excluded from the Class may exercise his, her, or its right to opt out of the Class by following the opt-out procedures set forth in the Long Form Notice at any time during the opt-out period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period (the "Opt-Out Deadline"), which is 30 days before the Fairness Hearing, [DATE], must be mailed to [ADDRESS OF NOTICE ADMINISTRATOR], and must include:

- (i) the full name, telephone number and address of the person or entity seeking to be excluded from the Class;
- (ii) a statement affirming that such person or entity is a member of the Class and providing the Vehicle Identification Number (VIN) of each of the person's or entity's Subject Vehicle(s) the Class Member wishes to be excluded from the Settlement;
- (iii) a statement that such person or entity wishes to be excluded from the Subaru Settlement in *In re Takata Airbag Products Liability Litigation*, 15-md-02599-FAM, and
- (iv) the signature of the person or entity seeking to be excluded from the Class.

19. The Opt-Out Deadline shall be specified in the Direct Mailed Notice, Publication Notice, and Long Form Notice. All persons and entities within the Class definition who do not timely and validly opt out of the Class shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases set forth in Section VII of the Settlement.

20. The Court further directs that any person or entity in the Class who does not opt out of the Class may object to the Settlement, Settlement Class Counsel's Costs Application and/or the request for service awards for Recycler Plaintiffs. Any such objections must be mailed to the Clerk of the Court, Lead Settlement Class Counsel, and counsel for Subaru, at the following addresses:

- (a) Clerk of the Court  
Wilkie D. Ferguson, Jr. U.S. Courthouse  
400 North Miami Avenue  
Miami, FL 33128
  
- (b) Lead Settlement Class Counsel  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3rd Avenue, Suite 2700  
Miami, Florida 33131
  
- (c) Counsel for Subaru  
Michael B. Gallub  
Homer B. Ramsey  
Herzfeld & Rubin, P.C.  
125 Broad Street, 12<sup>th</sup> Floor  
New York, NY 10004

21. For an objection to be considered by the Court, the objection must be postmarked or sent via overnight delivery no later than the Opt-Out Deadline of 30 days before the Fairness Hearing, [DATE], must be addressed to the addresses listed in the preceding paragraph and in the Long Form Notice, and must include the following:

- (i) a heading which refers to the *Takata* MDL;
- (ii) the objector's full name, actual residential address, and telephone number;
- (iii) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN of at least one of the objector's Subject Vehicle(s);

- (iv) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- (v) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (vi) if represented by counsel, the full name, telephone number, and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or costs application;
- (vii) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- (viii) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity;
- (ix) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;

- (x) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- (xi) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and
- (xii) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

22. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

**Further Papers in Support of Settlement and Costs Application**

23. Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their request for attorneys' costs and expenses ("Costs Application") and request for service awards for Recycler Plaintiffs, no later than 45 days before the Fairness Hearing, [DATE]. If Subaru chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, [DATE].

24. Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement and the Costs Application no later than 14 days before Fairness Hearing, [DATE]. If Subaru chooses to file a response to timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 14 days before Fairness Hearing, [DATE].

**Effect of Failure to Approve the Settlement or Termination**

25. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (i) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;
- (ii) All of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Recycler Plaintiffs' right to seek class certification and Subaru's right to oppose class certification;
- (iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Subaru or Recycler Plaintiffs on any point of fact or law;
- (iv) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders and public statements, may be used as evidence;
- (v) Neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence;
- (vi) The preliminary certification of the Class pursuant to this Order shall be vacated automatically and the Actions shall proceed as though the Class had never been certified; and
- (vii) The terms in Section X.D of the Settlement Agreement shall apply and survive.

**Stay/Bar of Other Proceedings**

26. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even

those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt out request to be determined by the Court only at the Fairness Hearing), shall commence, continue or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Additionally, pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, all other Actions in the Takata MDL as to Subaru shall be stayed. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.

#### **General Provisions**

27. The Court reserves the right to approve the Settlement with or without modification, provided that any modification does not limit the rights of the Class under the Settlement, and with or without further notice to the Class and may continue or adjourn the Fairness Hearing without further notice to the Class, except that any such continuation or adjournment shall be announced on the Settlement website.

28. Settlement Class Counsel and Subaru's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further



approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice or to any other exhibits that the Parties jointly agree are reasonable or necessary.

29. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Agreement.

30. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

31. Based on the foregoing, the Court sets the following schedule for the Fairness Hearing and the actions which must precede it:

- (i) Notice shall be provided in accordance with the Notice Program and this Order—that is, beginning [date] 7 days after the entry of the Preliminary Approval Order;
- (ii) Subaru’s Counsel shall provide to the Settlement Notice Administrator a list of all counsel for anyone who has then-pending similar economic-loss litigation against Subaru relating to Takata airbag inflator claims involving the Class’s Subject Vehicles and/or otherwise covered by the Release, other than those counsel in the Actions, by [DATE], within 20 days of the entry of the Preliminary Approval Order;
- (iii) Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their Costs Application, no later than 45 days before the Fairness Hearing, which is [DATE];

- (iv) If Subaru chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, which is [DATE];
- (v) Notice to be substantially completed by [date], at least two weeks before Class Members must file any objections and/or requests for exclusion from the Settlement;
- (vi) Class Members must file any objections to the Settlement, the Motion for Final Approval of the Settlement, and/or Settlement Class Counsel's Costs Application no later than 30 days before the Fairness Hearing, which is [DATE];
- (vii) Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to one of Settlement Class Counsel identified in the Class Notice and to Subaru's Counsel, and file the notice with the Court no later than 30 days before the Fairness Hearing, which is [DATE];
- (viii) Class Members must file requests for exclusion from the Settlement no later than 30 days before the Fairness Hearing, which is [DATE];
- (ix) The Settlement Notice Administrator must file with the Court, no later than 21 days before the Fairness Hearing, which is [DATE], (a) a list of those persons or entities who or which have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, method and results of the notice program;

- (x) Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Settlement and Costs Application no later than 14 days before the Fairness Hearing, which is [DATE];
- (xi) If Subaru chooses to file a response to timely filed objections to the Settlement, it shall do so no later than 14 days before the Fairness Hearing, which is [DATE]; and
- (xii) The Fairness Hearing will be held on [REDACTED] at [REDACTED] a.m./p.m. [subject to the Court's availability, the Parties recommend a date during the week of [DATE] – no sooner than 135 days after entry of the Preliminary Approval Order], at the United States Courthouse, Wilkie D. Ferguson, Jr. Building, Courtroom 13-3, 400 North Miami Avenue, Miami, Florida 33128.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
MASTER CASE NO. 1:15-md-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

The Parties to the above-captioned economic loss actions brought by certain Recycler Plaintiffs currently pending against Nissan Motor Co., Ltd. and Nissan North America, Inc. (collectively, “Nissan”) as part of this multidistrict litigation have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement”). The Parties reached the Settlement through arm’s-length negotiations over several months. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Recycler Plaintiffs and the proposed Class would fully, finally, and forever resolve, discharge, and release their economic loss claims against the Released Parties in exchange

for Nissan's agreement to implement an Enhanced Inflater Recovery Program, as set forth in the Settlement.<sup>1</sup>

The Settlement has been filed with the Court, and Recycler Plaintiffs have filed an Unopposed Motion for Preliminary Approval of Class Settlement with Nissan Defendants, and for Preliminary Certification of the Class (the "Motion"), for settlement purposes only. Upon considering the Motion and exhibits thereto, the Settlement, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and Parties to these proceedings; (2) the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure<sup>2</sup> and should be preliminarily certified for settlement purposes only; (3) the persons and entities identified below should be appointed class representatives, and Settlement Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel and is not the result of collusion; (5) the Settlement is fair, reasonable, and adequate and should be preliminarily approved; (6) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Class; (7) the proposed Notice Program, proposed forms of notice, and proposed Claim Form satisfy Rule 23 and Constitutional Due Process requirements, and are reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, preliminary class certification for settlement purposes only, the terms of the Settlement, request for Settlement Class Counsel's costs, request for service awards for Recycler Plaintiffs, their rights to opt-out of the Class and object to the Settlement, and the process for submitting a Claim to request a payment under the

---

<sup>1</sup> Capitalized terms shall have the definitions and meanings accorded to them in the Settlement.

<sup>2</sup> All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

enhanced Inflation Recovery Program; (8) good cause exists to schedule and conduct a Fairness Hearing, pursuant to Rule 23(e), to assist the Court in determining whether to grant final approval of the Settlement, certify the Class, for settlement purposes only, and issue a Final Order and Final Judgment, and whether to grant Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.
2. Venue is proper in this District.

**Preliminary Class Certification for Settlement Purposes Only and Appointment of Class Representatives and Settlement Class Counsel**

3. It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136, 2021 WL 1617911 at \*2 (S.D. Fla. Jan. 19, 2021). In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006); *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. Under Rule 23(e)(1)(B), this Court must direct notice in a reasonable manner to all class members who would be bound by the proposed Settlement if giving notice is justified by the parties' showing that the Court will likely be able to approve the proposed Settlement under Rule

23(e)(2) and certify the class for purposes of judgment on the proposed Settlement. Under Rule 23(e)(2), a proposed Settlement may be approved only if the Court finds that it is fair, reasonable, and adequate after considering whether:

- (a) the class representatives and class counsel have adequately represented the class;
- (b) the proposal was negotiated at arm's length;
- (c) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (d) the proposal treats class members equitably relative to each other.

5. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied and that preliminary certification of the proposed Class is appropriate under Rule 23.

The Court, therefore, preliminarily certifies the following Class:

All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Nissan, their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Nissan's Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

"Automotive Salvage and/or Recyclers" means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of



automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.

6. The “Subject Vehicles” are listed in Exhibit 9 to the Settlement, which is expressly incorporated in this Order.

7. Specifically, the Court finds, for settlement purposes, that the Class satisfies the following factors of Rule 23:

(a) Numerosity: In the Action, more than 16,300 individuals and entities, spread out across the country, are members of the proposed Class. Their joinder is impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met. *See Kilgo v. Bowman Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members “from a wide geographical area”).

(b) Commonality: The threshold for commonality under Rule 23(a)(2) is not high. “[C]ommonality requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (internal quotation marks omitted); *see also Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 313 (S.D. Fla. 2001) (same). Here, the commonality requirement is satisfied for settlement purposes because there are multiple questions of law and fact that center on Nissan’s sale of Subject Vehicles equipped with allegedly defective driver’s or front passenger Takata airbag modules, as alleged or described in the Second Amended Consolidated Class Action Complaint, the Action or any amendments of the Actions, which are common to the Class.

(c) Typicality: The Recycler Plaintiffs’ claims are typical of the Class for purposes of this Settlement because they concern the same alleged Nissan conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir.

1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are based on the same legal theory”); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they “possess the same interest and suffer the same injury as the class members”).

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the Class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant*, 202 F.R.D. at 314. Rule 23(a)(4) is satisfied here because there are no conflicts of interest between the Recycler Plaintiffs and the Class, and Recycler Plaintiffs have retained competent counsel to represent them and the Class. Settlement Class Counsel here regularly engage in consumer class litigation and other complex litigation similar to the present Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Recycler Plaintiffs and Settlement Class Counsel have vigorously and competently represented the Class Members’ interests in the Action. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement purposes, as well, because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for thousands of Class Members in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and law ... ha[ve] a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*,

601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks omitted). Based on the record currently before the Court, the predominance requirement is satisfied here for settlement purposes because common questions present a significant aspect of the case and can be resolved for all Class Members in a single common judgment.

8. The Court appoints the following persons as class representatives: 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.; Quartno's Auto Salvage and Young's Auto Center and Salvage, LP.

9. The Court appoints the following persons and entities as Settlement Class Counsel:

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Lead Settlement Class Counsel

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
575 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Settlement Class Counsel

Todd A. Smith  
POWER, ROGERS AND SMITH, L.L.P.  
70 West Madison Street, Suite 5500  
Chicago, IL 60602  
Tel: (312) 313-0202  
Email: tas@prslaw.com  
Settlement Class Counsel

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Settlement Class Counsel

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Settlement Class Counsel

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Settlement Class Counsel

**Preliminary Approval of the Settlement**

10. “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Hanley v. Tampa Bay Sports and Entertainment*, No. 8:19-CV-00550, 2020 WL 35702, at \*3 (M.D. Fla. Jan. 7, 2020); *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646-CIV, 2010 WL 2401149, at \*2 (S.D. Fla. Jun. 15, 2010). Settlement negotiations that involve arm’s-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See, e.g., Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136-RAR, 2021 WL 1617911, at \*4 (S.D. Fla. Jan. 19, 2021); Federal Rule of Civil Procedure 23(e).

11. The Court preliminarily approves the Settlement, and the exhibits appended to the Motion, as fair, reasonable and adequate under Rule 23. The Court finds that the Settlement was

reached in the absence of collusion, and is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court also finds that the Class Representative and Class Counsel have represented and will continue to adequately represent the Settlement Class. The Court further finds that the Settlement, including the exhibits appended to the Motion, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Class, as set forth below and in the Settlement, and schedule a Fairness Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter Final Judgment. The Court further finds that giving notice of the proposed Settlement to the Settlement Class is justified by the Parties' showing that the Court will likely be able to: (i) approve the proposal under Fed. R. Civ. P. 23(e)(2); and (ii) certify the Settlement Class for purposes of judgment on the proposal.

**Approval of Notice and Notice Program and Direction to Effectuate  
the Notice and Outreach Programs**

12. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits 2, 6, and 8 to the Settlement Agreement. The Court further finds that the Notice Program, described in Section IV of the Settlement, is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, class certification for settlement purposes only, the terms of the Settlement, their rights to opt-out of the Class and object to the Settlement, Settlement Class Counsel's Costs Application, and the request for service awards for Recycler Plaintiffs. The notices and Notice Program constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The

Court finds that the forms of notice are written in simple terminology, are readily understandable by Class Members and comply with the Federal Judicial Center’s illustrative class action notices. The Court orders that the notices be disseminated to the Class as per the Notice Plan.

13. The Court directs that Rebuilders Automotive Supply (“RAS”) act as the Settlement Claims Administrator.

14. The Court directs that Kroll Notice Media act as the Settlement Notice Administrator.

15. The Settlement Claims Administrator and Settlement Notice Administrator shall implement the Notice Program, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 2, 6, and 8 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Program, as specified in section IV of the Settlement and approved by this Order.

#### **Fairness Hearing, Opt-Outs, and Objections**

16. The Court directs that a Fairness Hearing shall be scheduled for [REDACTED] at [REDACTED] [a.m. or p.m.] [subject to the Court’s availability, the parties recommend a date during the week of [DATE]], to assist the Court in determining whether to grant Final Approval to the Settlement, certify the Class, and enter the Final Order and Final Judgment, and whether the Settlement Class Counsel’s Costs Application and request for service awards for Recycler Plaintiffs should be granted.

17. Potential Class Members who timely and validly exclude themselves from the Class shall not be bound by the Settlement Agreement, the Settlement, or the Final Order and Final Judgment. If a potential Class Member files a request for exclusion, he/she/it may not assert an objection to the Settlement Agreement. The Settlement Notice Administrator shall provide copies

of any requests for exclusion to Settlement Class Counsel and Nissan's Counsel as provided in the Settlement Agreement.

18. The Court directs that any person or entity within the Class definition who wishes to be excluded from the Class may exercise his, her, or its right to opt out of the Class by following the opt-out procedures set forth in the Long Form Notice at any time during the opt-out period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period (the "Opt-Out Deadline"), which is 30 days before the Fairness Hearing, [DATE], must be mailed to [ADDRESS OF NOTICE ADMINISTRATOR], and must include:

- (i) the full name, telephone number and address of the person or entity seeking to be excluded from the Class;
- (ii) a statement affirming that such person or entity is a member of the Class and providing the Vehicle Identification Number (VIN) of each of the person's or entity's Subject Vehicle(s) the Class Member wishes to be excluded from the Settlement;
- (iii) a statement that such person or entity wishes to be excluded from the Nissan Settlement in *In re Takata Airbag Products Liability Litigation*, 15-md-02599-FAM, and
- (iv) the signature of the person or entity seeking to be excluded from the Class.

19. The Opt-Out Deadline shall be specified in the Direct Mailed Notice, Publication Notice, and Long Form Notice. All persons and entities within the Class definition who do not timely and validly opt out of the Class shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases set forth in Section VII of the Settlement.



20. The Court further directs that any person or entity in the Class who does not opt out of the Class may object to the Settlement, Settlement Class Counsel's Costs Application and/or the request for service awards for Recycler Plaintiffs. Any such objections must be mailed to the Clerk of the Court, Lead Settlement Class Counsel, and counsel for Nissan, at the following addresses:

- (a) Clerk of the Court  
Wilkie D. Ferguson, Jr. U.S. Courthouse  
400 North Miami Avenue  
Miami, FL 33128
  
- (b) Lead Settlement Class Counsel  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3rd Avenue, Suite 2700  
Miami, Florida 33131
  
- (c) Counsel for Nissan  
E. Paul Cauley, Jr.  
Faegre Drinker Biddle & Reath LLP  
1717 Main Street, Suite 5400  
Dallas, Texas 75201

21. For an objection to be considered by the Court, the objection must be postmarked or sent via overnight delivery no later than the Opt-Out Deadline of 30 days before the Fairness Hearing, [DATE], must be addressed to the addresses listed in the preceding paragraph and in the Long Form Notice, and must include the following:

- (i) a heading which refers to the *Takata* MDL;
- (ii) the objector's full name, actual residential address, and telephone number;
- (iii) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN of at least one of the objector's Subject Vehicle(s);

- (iv) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- (v) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (vi) if represented by counsel, the full name, telephone number, and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or costs application;
- (vii) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- (viii) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity;
- (ix) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;

- (x) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- (xi) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and
- (xii) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

22. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

**Further Papers in Support of Settlement and Costs Application**

23. Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their request for attorneys' costs and expenses ("Costs Application") and request for service awards for Recycler Plaintiffs, no later than 45 days before the Fairness Hearing, [DATE]. If Nissan chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, [DATE].

24. Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement and the Costs Application no later than 14 days before Fairness Hearing, [DATE]. If Nissan chooses to file a response to timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 14 days before Fairness Hearing, [DATE].

**Effect of Failure to Approve the Settlement or Termination**

25. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (i) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;
- (ii) All of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Recycler Plaintiffs' right to seek class certification and Nissan's right to oppose class certification;
- (iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Nissan or Recycler Plaintiffs on any point of fact or law;
- (iv) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders and public statements, may be used as evidence;
- (v) Neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence;
- (vi) The preliminary certification of the Class pursuant to this Order shall be vacated automatically and the Actions shall proceed as though the Class had never been certified; and
- (vii) The terms in Section X.D of the Settlement Agreement shall apply and survive.

**Stay/Bar of Other Proceedings**

26. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even

those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt out request to be determined by the Court only at the Fairness Hearing), shall commence, continue or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Additionally, pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, all other Actions in the Takata MDL as to Nissan shall be stayed. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.

#### **General Provisions**

27. The Court reserves the right to approve the Settlement with or without modification, provided that any modification does not limit the rights of the Class under the Settlement, and with or without further notice to the Class and may continue or adjourn the Fairness Hearing without further notice to the Class, except that any such continuation or adjournment shall be announced on the Settlement website.

28. Settlement Class Counsel and Nissan's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further

approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice or to any other exhibits that the Parties jointly agree are reasonable or necessary.

29. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Agreement.

30. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

31. Based on the foregoing, the Court sets the following schedule for the Fairness Hearing and the actions which must precede it:

- (i) Notice shall be provided in accordance with the Notice Program and this Order—that is, beginning [date];
- (ii) Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their Costs Application and request for service awards for Recycler Plaintiffs, no later than 45 days before the Fairness Hearing, which is [DATE];
- (iii) If Nissan chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, which is [DATE].
- (iv) Class Members must file any objections to the Settlement, the Motion for Final Approval of the Settlement, Settlement Class Counsel's Costs Application and/or the request for service awards no later than 30 days before the Fairness Hearing, which is [DATE];

- (v) Class Members must file requests for exclusion from the Settlement no later than 30 days before the Fairness Hearing, which is [DATE];
- (vi) The Settlement Notice Administrator must file with the Court, no later than 21 days before the Fairness Hearing, which is [DATE], (a) a list of those persons or entities who or which have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, method and results of the notice program;
- (vii) Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Settlement and Costs Application no later than 14 days before the Fairness Hearing, which is [DATE];
- (viii) If Nissan chooses to file a response to timely filed objections to the Settlement, it shall do so no later than 14 days before the Fairness Hearing, which is [DATE]; and
- (ix) The Fairness Hearing will be held on [REDACTED] at [REDACTED] a.m./p.m. [subject to the Court's availability, the Parties recommend a date during the week of [DATE]], at the United States Courthouse, Wilkie D. Ferguson, Jr. Building, Courtroom 13-3, 400 North Miami Avenue, Miami, Florida 33128.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:



Counsel of record

# **Exhibit 7**

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
MASTER CASE NO. 1:15-md-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

The Parties to the above-captioned economic loss actions brought by certain Recycler Plaintiffs currently pending against Mazda Motor of America, Inc. d/b/a Mazda North American Operations and Mazda Motor Corporation (collectively, “Mazda”) as part of this multidistrict litigation have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement”). The Parties reached the Settlement through arm’s-length negotiations over several months. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Recycler Plaintiffs and the proposed Class would fully, finally, and forever resolve, discharge, and release their economic loss

claims against the Released Parties in exchange for Mazda's agreement to implement an Enhanced Inflater Recovery Program, as set forth in the Settlement.<sup>1</sup>

The Settlement has been filed with the Court, and Recycler Plaintiffs have filed an Unopposed Motion for Preliminary Approval of Class Settlement with Mazda Defendants, and for Preliminary Certification of the Class (the "Motion"), for settlement purposes only. Upon considering the Motion and exhibits thereto, the Settlement, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and Parties to these proceedings; (2) the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure<sup>2</sup> and should be preliminarily certified for settlement purposes only; (3) the persons and entities identified below should be appointed class representatives, and Settlement Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel and is not the result of collusion; (5) the Settlement is fair, reasonable, and adequate and should be preliminarily approved; (6) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Class; (7) the proposed Notice Program, proposed forms of notice, and proposed Claim Form satisfy Rule 23 and Constitutional Due Process requirements, and are reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, preliminary class certification for settlement purposes only, the terms of the Settlement, request for Settlement Class Counsel's costs, request for service awards for Recycler Plaintiffs, their rights to opt-out of the Class and object to the Settlement, and the process for submitting a Claim to request a payment under the

---

<sup>1</sup> Capitalized terms shall have the definitions and meanings accorded to them in the Settlement.

<sup>2</sup> All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

Enhanced Inflation Recovery Program; (8) good cause exists to schedule and conduct a Fairness Hearing, pursuant to Rule 23(e), to assist the Court in determining whether to grant final approval of the Settlement, certify the Class, for settlement purposes only, and issue a Final Order and Final Judgment, and whether to grant Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.
2. Venue is proper in this District.

**Preliminary Class Certification for Settlement Purposes Only and Appointment of Class Representatives and Settlement Class Counsel**

3. It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136, 2021 WL 1617911 at \*2 (S.D. Fla. Jan. 19, 2021). In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006); *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. Under Rule 23(e)(1)(B), this Court must direct notice in a reasonable manner to all class members who would be bound by the proposed Settlement if giving notice is justified by the parties' showing that the Court will likely be able to approve the proposed Settlement under Rule

23(e)(2) and certify the class for purposes of judgment on the proposed Settlement. Under Rule 23(e)(2), a proposed Settlement may be approved only if the Court finds that it is fair, reasonable, and adequate after considering whether:

- (a) the class representatives and class counsel have adequately represented the class;
- (b) the proposal was negotiated at arm's length;
- (c) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (d) the proposal treats class members equitably relative to each other.

5. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied and that preliminary certification of the proposed Class is appropriate under Rule 23. The Court, therefore, preliminarily certifies the following Class:

All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Mazda, their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Mazda's Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

"Automotive Salvage and/or Recyclers" means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of

automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflater-related component parts.

6. The “Subject Vehicles” are listed in Exhibit 9 to the Settlement, which is expressly incorporated in this Order.

7. Specifically, the Court finds, for settlement purposes, that the Class satisfies the following factors of Rule 23:

(a) Numerosity: In the Action, more than 16,300 individuals and entities, spread out across the country, are members of the proposed Class. Their joinder is impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met. *See Kilgo v. Bowman Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members “from a wide geographical area”).

(b) Commonality: The threshold for commonality under Rule 23(a)(2) is not high. “[C]ommonality requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (internal quotation marks omitted); *see also Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 313 (S.D. Fla. 2001) (same). Here, the commonality requirement is satisfied for settlement purposes because there are multiple questions of law and fact that center on Mazda’s sale of Subject Vehicles equipped with allegedly defective driver’s or front passenger Takata airbag modules, as alleged or described in the Second Amended Consolidated Class Action Complaint, the Action or any amendments of the Actions, which are common to the Class.

(c) Typicality: The Recycler Plaintiffs’ claims are typical of the Class for purposes of this Settlement because they concern the same alleged Mazda conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir.



1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are based on the same legal theory”); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they “possess the same interest and suffer the same injury as the class members”).

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the Class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant*, 202 F.R.D. at 314. Rule 23(a)(4) is satisfied here because there are no conflicts of interest between the Recycler Plaintiffs and the Class, and Recycler Plaintiffs have retained competent counsel to represent them and the Class. Settlement Class Counsel here regularly engage in consumer class litigation and other complex litigation similar to the present Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Recycler Plaintiffs and Settlement Class Counsel have vigorously and competently represented the Class Members’ interests in the Action. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement purposes, as well, because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for thousands of Class Members in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and law ... ha[ve] a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*,

601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks omitted). Based on the record currently before the Court, the predominance requirement is satisfied here for settlement purposes because common questions present a significant aspect of the case and can be resolved for all Class Members in a single common judgment.

8. The Court appoints the following persons as class representatives: 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 and Young's Auto Center and Salvage, LP.

9. The Court appoints the following persons and entities as Settlement Class Counsel:

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Lead Settlement Class Counsel

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
575 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Settlement Class Counsel

Todd A. Smith  
POWER, ROGERS AND SMITH, L.L.P.  
70 West Madison Street, Suite 5500  
Chicago, IL 60602  
Tel: (312) 313-0202  
Email: tas@prslaw.com  
Settlement Class Counsel

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Settlement Class Counsel

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Settlement Class Counsel

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Settlement Class Counsel

**Preliminary Approval of the Settlement**

10. “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Hanley v. Tampa Bay Sports and Entertainment*, No. 8:19-CV-00550, 2020 WL 35702, at \*3 (M.D. Fla. Jan. 7, 2020); *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646-CIV, 2010 WL 2401149, at \*2 (S.D. Fla. Jun. 15, 2010). Settlement negotiations that involve arm’s-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See, e.g., Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136-RAR, 2021 WL 1617911, at \*4 (S.D. Fla. Jan. 19, 2021); Federal Rule of Civil Procedure 23(e).

11. The Court preliminarily approves the Settlement, and the exhibits appended to the Motion, as fair, reasonable and adequate under Rule 23. The Court finds that the Settlement was

reached in the absence of collusion, and is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court also finds that the Class Representative and Class Counsel have represented and will continue to adequately represent the Settlement Class. The Court further finds that the Settlement, including the exhibits appended to the Motion, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Class, as set forth below and in the Settlement, and schedule a Fairness Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter Final Judgment. The Court further finds that giving notice of the proposed Settlement to the Settlement Class is justified by the Parties' showing that the Court will likely be able to: (i) approve the proposal under Fed. R. Civ. P. 23(e)(2); and (ii) certify the Settlement Class for purposes of judgment on the proposal.

**Approval of Notice and Notice Program and Direction to Effectuate  
the Notice and Outreach Programs**

12. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits 2, 6, and 8 to the Settlement Agreement. The Court further finds that the Notice Program, described in Section IV of the Settlement, is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, class certification for settlement purposes only, the terms of the Settlement, their rights to opt-out of the Class and object to the Settlement, Settlement Class Counsel's Costs Application, and the request for service awards for Recycler Plaintiffs. The notices and Notice Program constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The

Court finds that the forms of notice are written in simple terminology, are readily understandable by Class Members and comply with the Federal Judicial Center's illustrative class action notices.

The Court orders that the notices be disseminated to the Class as per the Notice Plan.

13. The Court directs that Rebuilders Automotive Supply ("RAS") act as the Settlement Claims Administrator.

14. The Court directs that Kroll Notice Media act as the Settlement Notice Administrator.

15. The Settlement Claims Administrator and Settlement Notice Administrator shall implement the Notice Program, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 2, 6, and 8 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Program, as specified in section IV of the Settlement and approved by this Order.

#### **Fairness Hearing, Opt-Outs, and Objections**

16. The Court directs that a Fairness Hearing shall be scheduled for \_\_\_\_\_ at \_\_\_\_\_ [a.m. or p.m.] [subject to the Court's availability, the parties recommend a date during the week of [DATE]], to assist the Court in determining whether to grant Final Approval to the Settlement, certify the Class, and enter the Final Order and Final Judgment, and whether the Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs should be granted.

17. Potential Class Members who timely and validly exclude themselves from the Class shall not be bound by the Settlement Agreement, the Settlement, or the Final Order and Final Judgment. If a potential Class Member files a request for exclusion, he/she/it may not assert an objection to the Settlement Agreement. The Settlement Notice Administrator shall provide copies

of any requests for exclusion to Settlement Class Counsel and Mazda's Counsel as provided in the Settlement Agreement.

18. The Court directs that any person or entity within the Class definition who wishes to be excluded from the Class may exercise his, her, or its right to opt out of the Class by following the opt-out procedures set forth in the Long Form Notice at any time during the opt-out period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period (the "Opt-Out Deadline"), which is 30 days before the Fairness Hearing, [DATE], must be mailed to [ADDRESS OF NOTICE ADMINISTRATOR], and must include:

- (i) the full name, telephone number and address of the person or entity seeking to be excluded from the Class;
- (ii) a statement affirming that such person or entity is a member of the Class and providing the Vehicle Identification Number (VIN) of each of the person's or entity's Subject Vehicle(s) the Class Member wishes to be excluded from the Settlement;
- (iii) a statement that such person or entity wishes to be excluded from the Mazda Settlement in *In re Takata Airbag Products Liability Litigation*, 15-md-02599-FAM, and
- (iv) the signature of the person or entity seeking to be excluded from the Class.

19. The Opt-Out Deadline shall be specified in the Direct Mailed Notice, Publication Notice, and Long Form Notice. All persons and entities within the Class definition who do not timely and validly opt out of the Class shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases set forth in Section VII of the Settlement.

20. The Court further directs that any person or entity in the Class who does not opt out of the Class may object to the Settlement, Settlement Class Counsel's Costs Application and/or the request for service awards for Recycler Plaintiffs. Any such objections must be mailed to the Clerk of the Court, Lead Settlement Class Counsel, and counsel for Mazda, at the following addresses:

- (a) Clerk of the Court  
Wilkie D. Ferguson, Jr. U.S. Courthouse  
400 North Miami Avenue  
Miami, FL 33128
- (b) Lead Settlement Class Counsel  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3rd Avenue, Suite 2700  
Miami, Florida 33131
- (c) Counsel for Mazda  
Cari K. Dawson, Esq.  
Alston & Bird LLP  
One Atlantic Center  
1201 West Peachtree Street  
Suite 4900  
Atlanta, GA 30309

21. For an objection to be considered by the Court, the objection must be postmarked or sent via overnight delivery no later than the Opt-Out Deadline of 30 days before the Fairness Hearing, [DATE], must be addressed to the addresses listed in the preceding paragraph and in the Long Form Notice, and must include the following:

- (i) a heading which refers to the *Takata* MDL;
- (ii) the objector's full name, actual residential address, and telephone number;
- (iii) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN of at least one of the objector's Subject Vehicle(s);



- (iv) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- (v) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (vi) if represented by counsel, the full name, telephone number, and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or costs application;
- (vii) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- (viii) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity;
- (ix) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;

- (x) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- (xi) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and
- (xii) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

22. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

**Further Papers in Support of Settlement and Costs Application**

23. Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their request for attorneys' costs and expenses ("Costs Application") no later than 45 days before the Fairness Hearing, [DATE]. If Mazda chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, [DATE].

24. Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement and the Costs Application no later than 14 days before Fairness Hearing, [DATE]. If Mazda chooses to file a response to timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 14 days before Fairness Hearing, [DATE].

**Effect of Failure to Approve the Settlement or Termination**

25. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (i) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;
- (ii) All of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Recycler Plaintiffs' right to seek class certification and Mazda's right to oppose class certification;
- (iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Mazda or Recycler Plaintiffs on any point of fact or law;
- (iv) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders and public statements, may be used as evidence;
- (v) Neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence;
- (vi) The preliminary certification of the Class pursuant to this Order shall be vacated automatically and the Actions shall proceed as though the Class had never been certified; and
- (vii) The terms in Section X.D of the Settlement Agreement shall apply and survive.

**Stay/Bar of Other Proceedings**

26. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even

those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt out request to be determined by the Court only at the Fairness Hearing), shall commence, continue or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Additionally, pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, all other Actions in the Takata MDL as to Mazda shall be stayed. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.

#### **General Provisions**

27. The Court reserves the right to approve the Settlement with or without modification, provided that any modification does not limit the rights of the Class under the Settlement, and with or without further notice to the Class and may continue or adjourn the Fairness Hearing without further notice to the Class, except that any such continuation or adjournment shall be announced on the Settlement website.

28. Settlement Class Counsel and Mazda's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further

approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice or to any other exhibits that the Parties jointly agree are reasonable or necessary.

29. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Agreement.

30. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

31. Based on the foregoing, the Court sets the following schedule for the Fairness Hearing and the actions which must precede it:

- (i) Notice shall be provided in accordance with the Notice Program and this Order—that is, beginning [DATE], 7 days after the entry of the Preliminary Approval Order;
- (ii) Mazda's Counsel shall provide to the Settlement Notice Administrator a list of all counsel for anyone who has then-pending similar economic-loss litigation against Mazda relating to Takata airbag inflator claims involving the Class's Subject Vehicles and/or otherwise covered by the Release, other than those counsel in the Actions, by [DATE], within 20 days of the entry of the Preliminary Approval Order;
- (iii) Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their Costs Application and request for service awards for Recycler Plaintiffs, no later than 45 days before the Fairness Hearing, which is [DATE];

- (iv) If Mazda chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, which is [DATE].
- (v) Notice is to be substantially completed by [DATE], at least two weeks before Class Members must file any objections and/or requests for exclusion from Settlement;
- (vi) Class Members must file any objections to the Settlement, the Motion for Final Approval of the Settlement, Settlement Class Counsel's Costs Application and/or the request for service awards no later than 30 days before the Fairness Hearing, which is [DATE];
- (vii) Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to one of Settlement Class Counsel identified in the Class Notice and to Mazda's Counsel, and file the notice with the Court no later than 30 days before the Fairness Hearing, which is [DATE];
- (viii) Class Members must file requests for exclusion from the Settlement no later than 30 days before the Fairness Hearing, which is [DATE];
- (ix) The Settlement Notice Administrator must file with the Court, no later than 21 days before the Fairness Hearing, which is [DATE], (a) a list of those persons or entities who or which have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, method and results of the notice program;

- (x) Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Settlement and Costs Application no later than 14 days before the Fairness Hearing, which is [DATE];
- (xi) If Mazda chooses to file a response to timely filed objections to the Settlement, it shall do so no later than 14 days before the Fairness Hearing, which is [DATE]; and
- (xii) The Fairness Hearing will be held on \_\_\_\_\_ at \_\_\_\_\_ [a.m. or p.m.] [subject to the Court's availability, the parties recommend a date during the week of [DATE] – no sooner than 135 days after entry of the Preliminary Approval Order], at the United States Courthouse, Wilkie D. Ferguson, Jr. Building, Courtroom 13-3, 400 North Miami Avenue, Miami, Florida 33128.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_\_ 2023.

---

FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record



**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
MASTER CASE NO. 1:15-md-02599-FAM  
S.D. Fla. Case No. 1:14-CV-24009-FAM**

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES  
EUGENNIE SINCLAIR, et al., individually  
and on behalf of all others similarly situated,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

The Parties to the above-captioned economic loss actions brought by certain Recycler Plaintiffs currently pending against Ford Motor Company as part of this multidistrict litigation have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement”). The Parties reached the Settlement through arm’s-length negotiations over several months. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Recycler Plaintiffs and the proposed Class would fully, finally, and forever resolve, discharge, and release their economic loss claims against the Released Parties in exchange for Ford’s agreement to implement an Enhanced Inflator Recovery Program, as set forth in the Settlement.<sup>1</sup>

---

<sup>1</sup> Capitalized terms shall have the definitions and meanings accorded to them in the Settlement.

The Settlement has been filed with the Court, and Recycler Plaintiffs have filed an Unopposed Motion for Preliminary Approval of Class Settlement with Ford, and for Preliminary Certification of the Class (the “Motion”), for settlement purposes only. Upon considering the Motion and exhibits thereto, the Settlement, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and Parties to these proceedings; (2) the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure<sup>2</sup> and should be preliminarily certified for settlement purposes only; (3) the persons and entities identified below should be appointed class representatives, and Settlement Class Counsel; (4) the Settlement is the result of informed, good-faith, arm’s-length negotiations between the Parties and their capable and experienced counsel and is not the result of collusion; (5) the Settlement is fair, reasonable, and adequate and should be preliminarily approved; (6) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Class; (7) the proposed Notice Program, proposed forms of notice, and proposed Claim Form satisfy Rule 23 and Constitutional Due Process requirements, and are reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, preliminary class certification for settlement purposes only, the terms of the Settlement, request for Settlement Class Counsel’s costs, request for service awards for Recycler Plaintiffs, their rights to opt-out of the Class and object to the Settlement, and the process for submitting a Claim to request a payment under the enhanced Inflation Recovery Program; (8) good cause exists to schedule and conduct a Fairness Hearing, pursuant to Rule 23(e), to assist the Court in determining whether to grant final approval of the Settlement, certify the Class, for settlement purposes only, and issue a Final Order and Final

---

<sup>2</sup> All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

Judgment, and whether to grant Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.
2. Venue is proper in this District.

**Preliminary Class Certification for Settlement Purposes Only and Appointment of Class Representatives and Settlement Class Counsel**

3. It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136, 2021 WL 1617911 at \*2 (S.D. Fla. Jan. 19, 2021). In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006); *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. Under Rule 23(e)(1)(B), this Court must direct notice in a reasonable manner to all class members who would be bound by the proposed Settlement if giving notice is justified by the parties' showing that the Court will likely be able to approve the proposed Settlement under Rule 23(e)(2) and certify the class for purposes of judgment on the proposed Settlement. Under Rule 23(e)(2), a proposed Settlement may be approved only if the Court finds that it is fair, reasonable, and adequate after considering whether:

- (a) the class representatives and class counsel have adequately represented the class;
- (b) the proposal was negotiated at arm's length;
- (c) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (d) the proposal treats class members equitably relative to each other.

5. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied and that preliminary certification of the proposed Class is appropriate under Rule 23.

The Court, therefore, preliminarily certifies the following Class:

All Automotive Salvage and/or Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) Ford, their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Ford's Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

"Automotive Salvage and/or Recyclers" means all persons and entities that purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of purchase were engaged, in the business of automotive salvage and/or recycling, and/or that recycled, refurbished, and/or removed for sale and/or re-sale Takata Inflators and/or Takata Inflator-related component parts.

6. The “Subject Vehicles” are listed in Exhibit 9 to the Settlement, which is expressly incorporated in this Order.

7. Specifically, the Court finds, for settlement purposes, that the Class satisfies the following factors of Rule 23:

(a) Numerosity: In the Action, more than 16,300 individuals and entities, spread out across the country, are members of the proposed Class. Their joinder is impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met. *See Kilgo v. Bowman Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members “from a wide geographical area”).

(b) Commonality: The threshold for commonality under Rule 23(a)(2) is not high. “[C]ommonality requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (internal quotation marks omitted); *see also Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 313 (S.D. Fla. 2001) (same). Here, the commonality requirement is satisfied for settlement purposes because there are multiple questions of law and fact that center on Ford’s sale of Subject Vehicles equipped with allegedly defective driver’s or front passenger Takata airbag modules, as alleged or described in the Second Amended Consolidated Class Action Complaint, the Action or any amendments of the Actions, which are common to the Class.

(c) Typicality: The Recycler Plaintiffs’ claims are typical of the Class for purposes of this Settlement because they concern the same alleged Ford conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are

based on the same legal theory”); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they “possess the same interest and suffer the same injury as the class members”).

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the Class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant*, 202 F.R.D. at 314. Rule 23(a)(4) is satisfied here because there are no conflicts of interest between the Recycler Plaintiffs and the Class, and Recycler Plaintiffs have retained competent counsel to represent them and the Class. Settlement Class Counsel here regularly engage in consumer class litigation and other complex litigation similar to the present Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Recycler Plaintiffs and Settlement Class Counsel have vigorously and competently represented the Class Members’ interests in the Action. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement purposes, as well, because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for thousands of Class Members in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and law ... ha[ve] a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*, 601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks omitted). Based on the record

currently before the Court, the predominance requirement is satisfied here for settlement purposes because common questions present a significant aspect of the case and can be resolved for all Class Members in a single common judgment.

8. The Court appoints the following persons as class representatives: 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.; Quartno's Auto Salvage and Young's Auto Center and Salvage, LP.

9. The Court appoints the following persons and entities as Settlement Class Counsel:

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2300  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Lead Settlement Class Counsel

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
575 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Settlement Class Counsel

Todd A. Smith  
POWER, ROGERS AND SMITH, L.L.P.  
70 West Madison Street, Suite 5500  
Chicago, IL 60602  
Tel: (312) 313-0202  
Email: tas@prslaw.com  
Settlement Class Counsel

Roland Tellis



BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Settlement Class Counsel

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Settlement Class Counsel

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Settlement Class Counsel

### **Preliminary Approval of the Settlement**

10. “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Hanley v. Tampa Bay Sports and Entertainment*, No. 8:19-CV-00550, 2020 WL 35702, at \*3 (M.D. Fla. Jan. 7, 2020); *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646-CIV, 2010 WL 2401149, at \*2 (S.D. Fla. Jun. 15, 2010). Settlement negotiations that involve arm’s-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See, e.g., Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136-RAR, 2021 WL 1617911, at \*4 (S.D. Fla. Jan. 19, 2021); Federal Rule of Civil Procedure 23(e).

11. The Court preliminarily approves the Settlement, and the exhibits appended to the Motion, as fair, reasonable and adequate under Rule 23. The Court finds that the Settlement was reached in the absence of collusion, and is the product of informed, good-faith, arm’s-length

negotiations between the Parties and their capable and experienced counsel. The Court also finds that the Class Representative and Class Counsel have represented and will continue to adequately represent the Settlement Class. The Court further finds that the Settlement, including the exhibits appended to the Motion, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Class, as set forth below and in the Settlement, and schedule a Fairness Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter Final Judgment. The Court further finds that giving notice of the proposed Settlement to the Settlement Class is justified by the Parties' showing that the Court will likely be able to: (i) approve the proposal under Fed. R. Civ. P. 23(e)(2); and (ii) certify the Settlement Class for purposes of judgment on the proposal.

**Approval of Notice and Notice Program and Direction to Effectuate  
the Notice and Outreach Programs**

12. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits 2, 6, and 8 to the Settlement Agreement. The Court further finds that the Notice Program, described in Section IV of the Settlement, is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, class certification for settlement purposes only, the terms of the Settlement, their rights to opt-out of the Class and object to the Settlement, Settlement Class Counsel's Costs Application, and the request for service awards for Recycler Plaintiffs. The notices and Notice Program constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The Court finds that the forms of notice are written in simple terminology, are readily understandable

by Class Members and comply with the Federal Judicial Center's illustrative class action notices. The Court orders that the notices be disseminated to the Class as per the Notice Plan.

13. The Court directs that Rebuilders Automotive Supply ("RAS") act as the Settlement Claims Administrator.

14. The Court directs that Kroll Notice Media act as the Settlement Notice Administrator.

15. The Settlement Claims Administrator and Settlement Notice Administrator shall implement the Notice Program, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 2, 6, and 8 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Program, as specified in section IV of the Settlement and approved by this Order.

**Fairness Hearing, Opt-Outs, and Objections**

16. The Court directs that a Fairness Hearing shall be scheduled for [REDACTED] at [REDACTED] [a.m. or p.m.] [subject to the Court's availability, the parties recommend a date during the week of [DATE]], to assist the Court in determining whether to grant Final Approval to the Settlement, certify the Class, and enter the Final Order and Final Judgment, and whether the Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs should be granted.

17. Potential Class Members who timely and validly exclude themselves from the Class shall not be bound by the Settlement Agreement, the Settlement, or the Final Order and Final Judgment. If a potential Class Member files a request for exclusion, he/she/it may not assert an objection to the Settlement Agreement. The Settlement Notice Administrator shall provide copies of any requests for exclusion to Settlement Class Counsel and Ford's Counsel as provided in the Settlement Agreement.

18. The Court directs that any person or entity within the Class definition who wishes to be excluded from the Class may exercise his, her, or its right to opt out of the Class by following the opt-out procedures set forth in the Long Form Notice at any time during the opt-out period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period (the “Opt-Out Deadline”), which is 30 days before the Fairness Hearing, [DATE], must be mailed to [ADDRESS OF NOTICE ADMINISTRATOR], and must include:

- (i) the full name, telephone number and address of the person or entity seeking to be excluded from the Class;
- (ii) a statement affirming that such person or entity is a member of the Class and providing the Vehicle Identification Number (VIN) of each of the person’s or entity’s Subject Vehicle(s) the Class Member wishes to be excluded from the Settlement;
- (iii) a statement that such person or entity wishes to be excluded from the Ford Settlement in *In re Takata Airbag Products Liability Litigation*, 15-md-02599-FAM, and
- (iv) the signature of the person or entity seeking to be excluded from the Class.

19. The Opt-Out Deadline shall be specified in the Direct Mailed Notice, Publication Notice, and Long Form Notice. All persons and entities within the Class definition who do not timely and validly opt out of the Class shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases set forth in Section VII of the Settlement.

20. The Court further directs that any person or entity in the Class who does not opt out of the Class may object to the Settlement, Settlement Class Counsel’s Costs Application and/or the

request for service awards for Recycler Plaintiffs. Any such objections must be mailed to the Clerk of the Court, Lead Settlement Class Counsel, and counsel for Ford, at the following addresses:

- (a) Clerk of the Court  
Wilkie D. Ferguson, Jr. U.S. Courthouse  
400 North Miami Avenue  
Miami, FL 33128
- (b) Lead Settlement Class Counsel  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3rd Avenue, Suite 2700  
Miami, Florida 33131
- (c) Counsel for Ford  
R. Kent Warren  
McGuireWoods LLP  
201 North Tryon Street  
Suite 3000  
Charlotte, N.C. 28202

21. For an objection to be considered by the Court, the objection must be postmarked or sent via overnight delivery no later than the Opt-Out Deadline of 30 days before the Fairness Hearing, [DATE], must be addressed to the addresses listed in the preceding paragraph and in the Long Form Notice, and must include the following:

- (i) a heading which refers to the *Takata* MDL;
- (ii) the objector's full name, actual residential address, and telephone number;
- (iii) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN of at least one of the objector's Subject Vehicle(s);
- (iv) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;

- (v) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (vi) if represented by counsel, the full name, telephone number, and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or costs application;
- (vii) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- (viii) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector's counsel and any other person or entity;
- (ix) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;
- (x) the identity of all counsel representing the objector who will appear at the Fairness Hearing;

- (xi) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and
- (xii) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

22. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

**Further Papers in Support of Settlement and Costs Application**

23. Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their request for attorneys' costs and expenses ("Costs Application") and request for service awards for Recycler Plaintiffs, no later than 45 days before the Fairness Hearing, [DATE]. If Ford chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, [DATE].

24. Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement and the Costs Application no later than 14 days before Fairness Hearing, [DATE]. If Ford chooses to file a response to timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 14 days before Fairness Hearing, [DATE].

**Effect of Failure to Approve the Settlement or Termination**

25. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (i) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used



or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;

- (ii) All of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Recycler Plaintiffs' right to seek class certification and Ford's right to oppose class certification;
- (iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Ford or Recycler Plaintiffs on any point of fact or law;
- (iv) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders and public statements, may be used as evidence;
- (v) Neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence;
- (vi) The preliminary certification of the Class pursuant to this Order shall be vacated automatically and the Actions shall proceed as though the Class had never been certified; and
- (vii) The terms in Section X.D of the Settlement Agreement shall apply and survive.

#### **Stay/Bar of Other Proceedings**

26. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt out request to be determined by the Court only at the Fairness Hearing), shall commence,

continue or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Additionally, pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, all other Actions in the Takata MDL as to Ford shall be stayed. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.

#### **General Provisions**

27. The Court reserves the right to approve the Settlement with or without modification, provided that any modification does not limit the rights of the Class under the Settlement, and with or without further notice to the Class and may continue or adjourn the Fairness Hearing without further notice to the Class, except that any such continuation or adjournment shall be announced on the Settlement website.

28. Settlement Class Counsel and Ford's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice or to any other exhibits that the Parties jointly agree are reasonable or necessary.

29. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Agreement.

30. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

31. Based on the foregoing, the Court sets the following schedule for the Fairness Hearing and the actions which must precede it:

- (i) Notice shall be provided in accordance with the Notice Program and this Order—that is, beginning [date];
- (ii) Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their Costs Application and request for service awards for Recycler Plaintiffs, no later than 45 days before the Fairness Hearing, which is [DATE];
- (iii) If Ford chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Fairness Hearing, which is [DATE].
- (iv) Class Members must file any objections to the Settlement, the Motion for Final Approval of the Settlement, Settlement Class Counsel's Costs Application and/or the request for service awards no later than 30 days before the Fairness Hearing, which is [DATE];
- (v) Class Members must file requests for exclusion from the Settlement no later than 30 days before the Fairness Hearing, which is [DATE];

- (vi) The Settlement Notice Administrator must file with the Court, no later than 21 days before the Fairness Hearing, which is [DATE], (a) a list of those persons or entities who or which have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, method and results of the notice program;
- (vii) Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Settlement and Costs Application no later than 14 days before the Fairness Hearing, which is [DATE];
- (viii) If Ford chooses to file a response to timely filed objections to the Settlement, it shall do so no later than 14 days before the Fairness Hearing, which is [DATE]; and
- (ix) The Fairness Hearing will be held on [REDACTED] at [REDACTED] a.m./p.m. [subject to the Court's availability, the Parties recommend a date during the week of [DATE]], at the United States Courthouse, Wilkie D. Ferguson, Jr. Building, Courtroom 13-3, 400 North Miami Avenue, Miami, Florida 33128.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record

**EXHIBIT 7**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
MDL No. 2599  
MASTER CASE NO. 1:15-md-02599-FAM  
S.D. Fla. Case No. 1:15-CV-24009-FAM**

**IN RE: TAKATA AIRBAG PRODUCTS  
LIABILITY LITIGATION,**

THIS DOCUMENT RELATES TO  
ECONOMIC LOSS TRACK CASES

BUTLER AUTO RECYCLING, INC., *et al.*,  
individually and on behalf of all others  
similarly situated

*Plaintiffs,*

v.

HONDA MOTOR CO. LTD., *et al.*,

*Defendants.*

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

The Parties to the above-captioned economic-loss actions which certain Recycler Plaintiffs have filed and which are currently pending against BMW of North America, LLC and BMW Manufacturing Co., LLC (collectively, “BMW”) as part of this multidistrict litigation have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement”). The Parties reached the Settlement through arm’s-length negotiations over several months. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Recycler Plaintiffs and the proposed Class would fully, finally, and forever resolve, discharge, and release their economic loss claims against the Released Parties in

exchange for BMW's agreement to implement a Takata Inflator Certification Program, as set forth in the Settlement.<sup>1</sup>

The Settlement has been filed with the Court, and Recycler Plaintiffs have filed an Unopposed Motion for Preliminary Approval of Class Settlement with BMW Defendants, and for Preliminary Certification of the Class (the "Motion"), for settlement purposes only. Upon considering the Motion and its exhibits, the Settlement, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and Parties to these proceedings; (2) the proposed Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure<sup>2</sup> and should be preliminarily certified for settlement purposes only; (3) the persons and entities identified below should be appointed class representatives and Settlement Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations among the Parties and their capable and experienced counsel and is not the result of collusion; (5) the Settlement is fair, adequate, and reasonable and should be preliminarily approved; (6) the proposed Settlement is sufficiently fair, adequate, and reasonable to warrant sending notice of the Settlement to the Class; (7) the proposed Notice Program and proposed forms of notice, satisfy Rule 23 and Constitutional Due Process requirements, and are reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, preliminary class certification for settlement purposes only, the terms of the Settlement, request for Settlement Class Counsel's costs, request for service awards for Recycler Plaintiffs, and their rights to request exclusion from (opt-out of) the Class and object to the Settlement, and the process for submitting a Claim to request a payment under

---

<sup>1</sup> Capitalized terms shall have the definitions and meanings accorded to them in the Settlement.

<sup>2</sup> All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

BMW's Takata Inflator Certification Program; (8) good cause exists to schedule and conduct a Final Approval Hearing, pursuant to Rule 23(e), to assist the Court in determining whether to grant final approval of the Settlement, certify the Class, for settlement purposes only, and issue a Final Order and Final Judgment, and whether to grant Settlement Class Counsel's Costs Application and request for service awards for Recycler Plaintiffs; and (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.
2. Venue is proper in this District.

**Preliminary Class Certification for Settlement Purposes Only and Appointment of Class Representatives and Settlement Class Counsel**

3. It is well established that “[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136, 2021 WL 1617911 at \*2 (S.D. Fla. Jan. 19, 2021). In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006); *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

4. Under Rule 23(e)(1)(B), this Court must direct notice in a reasonable manner to all class members who would be bound by the proposed Settlement if giving notice is justified by the parties' showing that the Court will likely be able to approve the proposed Settlement under Rule



23(e)(2) and certify the class for purposes of judgment on the proposed Settlement. Under Rule 23(e)(2), a proposed Settlement may be approved only if the Court finds that it is fair, reasonable, and adequate after considering whether:

- (a) the class representatives and class counsel have adequately represented the class;
- (b) the proposal was negotiated at arm's length;
- (c) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (d) the proposal treats class members equitably relative to each other.

5. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied and that preliminary certification of the proposed Class is appropriate under Rule 23. The Court, therefore, preliminarily certifies the following Class:

All Automotive Recyclers in the United States, the District of Columbia, and the territories and possessions of the United States prior to the date of the Preliminary Approval Order. Excluded from this Class are: (a) BMW, their officers, directors and employees; their affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and BMW's Dealers and their officers and directors; (b) Settlement Class Counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

"Automotive Recyclers" means all persons who and entities which purchased a Subject Vehicle containing a Takata Inflator, as defined below, and that currently engage, or at the time of said purchase, were engaged, in the business of automotive

salvage or recycling, or that recycled, re-furbished, or removed for sale or re-sale, second-hand Takata Inflators or Takata Inflator-related component parts.

6. The “Subject Vehicles” are listed in Exhibit 9 to the Settlement, which is expressly incorporated in this Order.

7. Specifically, the Court finds, for settlement purposes, that the Class satisfies the following factors of Rule 23:

(a) Numerosity: In the Action, more than 16,300 individuals and entities, spread out across the country, are members of the proposed Class. Their joinder is impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met. *See Kilgo v. Bowman Trans.*, 789 F.2d 859, 878 (11th Cir. 1986) (numerosity satisfied where plaintiffs identified at least 31 class members “from a wide geographical area”).

(b) Commonality: The threshold for commonality under Rule 23(a)(2) is not high. “[C]ommonality requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (quotation omitted); *see also Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 313 (S.D. Fla. 2001) (same). Here, the commonality requirement is satisfied for settlement purposes because there are multiple questions of law and fact that center on BMW’s sale of Subject Vehicles equipped with allegedly defective driver’s or front passenger Takata airbag modules, as alleged or described in the Second Amended Consolidated Class Action Complaint, the Action, or any amendments of the Actions, which are common to the Class.

(c) Typicality: The Recycler Plaintiffs’ claims are typical of the Class for purposes of this Settlement because they concern the same alleged BMW conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir.

1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are based on the same legal theory”); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they “possess the same interest and suffer the same injury as the class members”).

(d) Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the Class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant*, 202 F.R.D. at 314. Rule 23(a)(4) is satisfied here because there are no conflicts of interest between the Recycler Plaintiffs and the Class, and Recycler Plaintiffs have retained competent counsel to represent them and the Class. Settlement Class Counsel here regularly engage in consumer class litigation and other complex litigation similar to the present Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Recycler Plaintiffs and Settlement Class Counsel have vigorously and competently represented the Class Members’ interests in the Action. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement purposes, as well, because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for thousands of Class Members in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and law ... ha[ve] a direct impact on every class member’s effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*,

601 F.3d 1159, 1170 (11th Cir. 2010) (quotation omitted). Based on the record currently before the Court, the predominance requirement is satisfied here for settlement purposes because common questions present a significant aspect of the case and can be resolved for all Class Members in a single common judgment.

8. The Court appoints the following persons as class representatives: 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.; Quartno's Auto Salvage and Young's Auto Center and Salvage, LP.

9. The Court appoints the following persons and entities as Settlement Class Counsel:

Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3<sup>rd</sup> Avenue, Suite 2700  
Miami, Florida 33131  
Tel: (305) 358-2800  
Email: pprieto@podhurst.com  
Lead Settlement Class Counsel

David Boies  
BOIES, SCHILLER & FLEXNER, L.L.P.  
575 Lexington Avenue  
New York, NY 10022  
Tel: (305) 539-8400  
Email: dboies@bsflp.com  
Settlement Class Counsel

Todd A. Smith  
POWER, ROGERS AND SMITH, L.L.P.  
70 West Madison Street, Suite 5500  
Chicago, IL 60602  
Tel: (312) 313-0202  
Email: tas@prslaw.com  
Settlement Class Counsel

Roland Tellis  
BARON & BUDD  
15910 Ventura Blvd #1600  
Encino, CA 91436  
Tel: (818) 839-2333  
Email: rtellis@baronbudd.com  
Settlement Class Counsel

James E. Cecchi  
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC  
5 Becker Farm Road  
Roseland, NJ 07068  
Tel: (973) 994-1700  
Email: jcecchi@carellabyrne.com  
Settlement Class Counsel

Elizabeth J. Cabraser  
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Tel: (415) 956-1000  
Email: ecabraser@lchb.com  
Settlement Class Counsel

### **Preliminary Approval of the Settlement**

10. “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.” *Hanley v. Tampa Bay Sports and Entertainment*, No. 8:19-CV-00550, 2020 WL 35702, at \*3 (M.D. Fla. Jan. 7, 2020); *Smith v. Wm. Wrigley Jr. Co.*, No. 09-60646-CIV, 2010 WL 2401149, at \*2 (S.D. Fla. Jun. 15, 2010). Settlement negotiations that involve arm’s-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See, e.g., Ferron v. Kraft Heinz Foods Co.*, No. 20-CV-62136-RAR, 2021 WL 1617911, at \*4 (S.D. Fla. Jan. 19, 2021); Federal Rule of Civil Procedure 23(e).

11. The Court preliminarily approves the Settlement, and the exhibits appended to the Motion, as fair, adequate, and reasonable under Rule 23. The Court finds that the Settlement was

reached in the absence of collusion, and is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court also finds that the Class Representative and Class Counsel have represented and will continue to represent the Settlement Class adequately. The Court further finds that the Settlement, including the exhibits appended to the Motion, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Class, as set forth below and in the Settlement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter Final Judgment. The Court further finds that giving notice of the proposed Settlement to the Settlement Class is justified by the Parties' showing that the Court will likely be able to: (i) approve the proposal under Fed. R. Civ. P. 23(e)(2); and (ii) certify the Settlement Class for purposes of judgment on the proposal.

**Approval of Notice and Notice Program and Direction to Effectuate  
the Notice and Outreach Programs**

12. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits 2, 6, and 8 to the Settlement Agreement. The Court further finds that the Notice Program, described in Section IV of the Settlement, is the best practicable notice under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, class certification for settlement purposes only, the terms of the Settlement, their rights to opt-out of the Class and to object to the Settlement, Settlement Class Counsel's Costs Application, and the request for service awards for Recycler Plaintiffs. The notices and Notice Program constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of

due process. The Court finds that the forms of notice are written in simple terminology, which Class Members can readily understand, and comply with the Federal Judicial Center's illustrative class action notices. The Court orders that the notices be disseminated to the Class as per the Notice Plan.

13. The Court directs that Car-Part act as the Settlement Claims Administrator for BMW.

14. The Court directs that Kroll Notice Media act as the Settlement Notice Administrator.

15. The Settlement Claims Administrator and Settlement Notice Administrator shall implement the Notice Program, as set forth in the Settlement, using substantially the forms of notice attached as Exhibits 2, 6, and 8 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Program, as specified in section IV of the Settlement and approved by this Order.

**Final Approval Hearing, Opt-Outs, and Objections**

16. The Court directs that a Final Approval Hearing shall be scheduled for [\_\_\_\_\_] at \_\_\_\_ [a.m. or p.m.] [subject to the Court's availability, the parties recommend a date during the week of [DATE]], to assist the Court in determining whether to grant Final Approval to the Settlement, certify the Class, and enter the Final Order and Final Judgment, and whether to grant Settlement Class Counsel's Costs Application.

17. Potential Class Members who timely and validly exclude themselves from the Class shall not be bound by the Settlement Agreement, the Settlement, or the Final Order and Final Judgment. If a potential Class Member files a request for exclusion, he/she/it may not assert an objection to the Settlement Agreement. The Settlement Notice Administrator shall provide copies



of any requests for exclusion to Settlement Class Counsel and BMW's Counsel as provided in the Settlement Agreement.

18. The Court directs that any person or entity within the Class definition who wishes to be excluded from the Class may exercise his, her, or its right to opt out of the Class by following the opt-out procedures set forth in the Long Form Notice at any time during the opt-out period. To be valid and timely, opt-out requests must be postmarked on or before the last day of the Opt-Out Period (the "Opt-Out Deadline"), which is 30 days before the Final Approval Hearing [\_\_\_\_\_], must be mailed to [ADDRESS OF NOTICE ADMINISTRATOR], and must include:

- (i) the full name, address, and telephone number of the person or entity seeking to be excluded from the Class;
- (ii) a statement affirming that such person or entity is a member of the Class and providing the Vehicle Identification Number (VIN) for each of the person's or entity's Subject Vehicle(s) which the person or entity wants excluded from the Settlement;
- (iii) a statement that such person or entity wishes to be excluded from the BMW Settlement in *In re Takata Airbag Products Liability Litigation*, 15-md-02599-FAM, and
- (iv) the signature of the person or entity seeking to be excluded from the Class.

19. The Opt-Out Deadline shall be specified in the Direct Mailed Notice, Publication Notice, and Long Form Notice. All persons and entities within the Class definition who do not timely and validly opt out of the Class shall be bound by all determinations and judgments in the

Action concerning the Settlement, including, but not limited to, the Releases set forth in Section VII of the Settlement.

20. The Court further directs that any person or entity in the Class who does not opt out of the Class may object to the Settlement, Settlement Class Counsel's Costs Application, or the request for service awards for Recycler Plaintiffs. Any such objections must be mailed to the Clerk of the Court, Lead Settlement Class Counsel, and counsel for BMW, at the following addresses:

- (a) Clerk of the Court  
Wilkie D. Ferguson, Jr. U.S. Courthouse  
400 North Miami Avenue  
Miami, Florida 33128
- (b) Lead Settlement Class Counsel  
Peter Prieto  
PODHURST ORSECK, P.A.  
Suntrust International Center  
One S.E. 3rd Avenue, Suite 2700  
Miami, Florida 33131
- (c) Counsel for BMW  
Christopher J. Dalton  
Buchanan Ingersoll & Rooney PC  
550 Broad Street, Suite 810  
Newark, New Jersey 07102

21. For an objection to be considered by the Court, the objection must be postmarked or sent via overnight delivery no later than the Opt-Out Deadline of 30 days before the Final Approval Hearing [\_\_\_\_\_], must be addressed to the addresses listed in the preceding paragraph and in the Long Form Notice, and must include the following:

- (i) a heading which refers to the *Takata* MDL;
- (ii) the objector's full name, address, and telephone number;

- (iii) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN of at least one of the objector's Subject Vehicle(s);
- (iv) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- (v) whether the objection applies only to the objecting Class Member, to a specific subset of the Class, or to the entire Class;
- (vi) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- (vii) if represented by counsel, the full name, telephone number, and address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or costs application;
- (viii) the number of times the objector's counsel or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;

- (ix) any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between objector or objector’s counsel and any other person or entity;
- (x) whether the objector intends to appear at the Final Approval Hearing on his or her own behalf or through counsel;
- (xi) the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- (xii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- (xiii) the objector’s dated, handwritten signature (an electronic signature or the objector’s counsel’s signature is not sufficient).

22. The Court will not consider any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice.

**Further Papers in Support of Settlement and Costs Application**

23. Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their request for attorneys’ costs and expenses (“Costs Application”) and request for service awards for Recycler Plaintiffs no later than 45 days before the Final Approval Hearing [\_\_\_\_\_]. If BMW chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Final Approval Hearing [\_\_\_\_\_].

24. Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement and the Costs Application no later than 14 days before Final Approval Hearing [\_\_\_\_\_]. If BMW chooses to file a

response to timely filed objections to the Motion for Final Approval of the Settlement, it also must do so no later than 14 days before Final Approval Hearing [\_\_\_\_\_].

**Effect of Failure to Approve the Settlement or Termination**

25. If the Court does not approve the Settlement, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (i) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;
- (ii) All of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Recycler Plaintiffs' right to seek class certification and BMW's right to oppose class certification;
- (iii) Nothing contained in this Order is, or may be construed as, any admission or concession by or against BMW or Recycler Plaintiffs on any point of fact or law;
- (iv) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders, and public statements, may be used as evidence;
- (v) Neither the fact of, nor any documents relating to, either Party's withdrawal from the Settlement, any failure of the Court to approve the Settlement, or any objections or interventions may be used as evidence;

- (vi) The preliminary certification of the Class pursuant to this Order shall be vacated automatically and the Actions shall proceed as though the Class had never been certified; and
- (vii) The terms in Section X.D of the Settlement Agreement shall apply and survive.

**Stay/Bar of Other Proceedings**

26. Pending the Final Approval Hearing and the Court's decision on whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt-out request to be determined by the Court only at the Final Approval Hearing), shall commence, continue, or prosecute against any of the Released Parties (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims, or causes of action that are to be released in the Agreement. Additionally, pending the Final Approval Hearing and the Court's decision whether to finally approve the Settlement, all other Actions in the Takata MDL as to BMW shall be stayed. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims, or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.

**General Provisions**

27. The Court reserves the right to approve the Settlement with or without modification, provided that any modification does not limit the rights of the Class under the Settlement, and with or without further notice to the Class, and may continue or adjourn the Final Approval Hearing without further notice to the Class, except that any such continuation or adjournment shall be announced on the Settlement website.

28. Settlement Class Counsel and BMW's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the Agreement, to the form or content of the Class Notice, or to any other exhibits that the Parties jointly agree are reasonable or necessary.

29. The Parties are authorized to take all necessary and appropriate steps to establish the means necessary to implement the Agreement.

30. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class.

31. Based on the foregoing, the Court sets the following schedule for the Final Approval Hearing and the actions which must precede it:

- (i) Notice shall be provided in accordance with the Notice Program and this Order—that is, beginning [date];
- (ii) Recycler Plaintiffs shall file their Motion for Final Approval of the Settlement and Incorporated Memorandum of Law, and Settlement Class Counsel shall file their Costs Application and request for service awards for Recycler Plaintiffs, no later than 45 days before the Final Approval Hearing, which is [\_\_\_\_\_];



- (iii) If BMW chooses to file a memorandum of law in support of final approval of the Settlement, it also must do so no later than 45 days before Final Approval Hearing, which is [\_\_\_\_\_].
- (iv) Class Members must file any objections to the Settlement, the Motion for Final Approval of the Settlement, Settlement Class Counsel's Costs Application, or the request for service awards no later than 30 days before the Final Approval Hearing, which is [\_\_\_\_\_];
- (v) Class Members must file requests for exclusion from the Settlement no later than 30 days before the Final Approval Hearing, which is [\_\_\_\_\_];
- (vi) The Settlement Notice Administrator must file with the Court, no later than 21 days before the Final Approval Hearing, which is [\_\_\_\_\_], (a) a list of those persons or entities who or which have opted out or excluded themselves from the Settlement; and (b) the details outlining the scope, method, and results of the notice program;
- (vii) Recycler Plaintiffs and Settlement Class Counsel shall file their responses to timely filed objections to the Settlement and Costs Application no later than 14 days before the Final Approval Hearing, which is [\_\_\_\_\_];
- (viii) If BMW chooses to file a response to timely filed objections to the Settlement, it also must do so no later than 14 days before the Final Approval Hearing, which is [\_\_\_\_\_]; and
- (ix) The Final Approval Hearing will be held on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. [subject to the Court's availability, the Parties recommend a date during the week of [DATE], at the United States Courthouse, Wilkie D.

Ferguson, Jr. Building, Courtroom 13-3, 400 North Miami Avenue, Miami,  
Florida 33128.

**DONE AND ORDERED** in Chambers at Miami, Florida this \_\_\_\_ day of \_\_\_\_\_ 2022.

---

FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of record