

# **EXHIBIT 7**

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

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

This Document Relates to All Economic Loss Class  
Actions and:

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EUGENNIE SINCLAIR, et al., individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

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MDL No. 2599

Master File No.15- MD 2599-  
FAM

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

**JURY TRIAL DEMANDED**

**FOURTH AMENDED CONSOLIDATED  
CLASS ACTION COMPLAINT**

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Plaintiffs, based on personal knowledge as to themselves, and upon information and belief as to all other matters, allege as follows:

**NATURE OF CLAIMS**

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

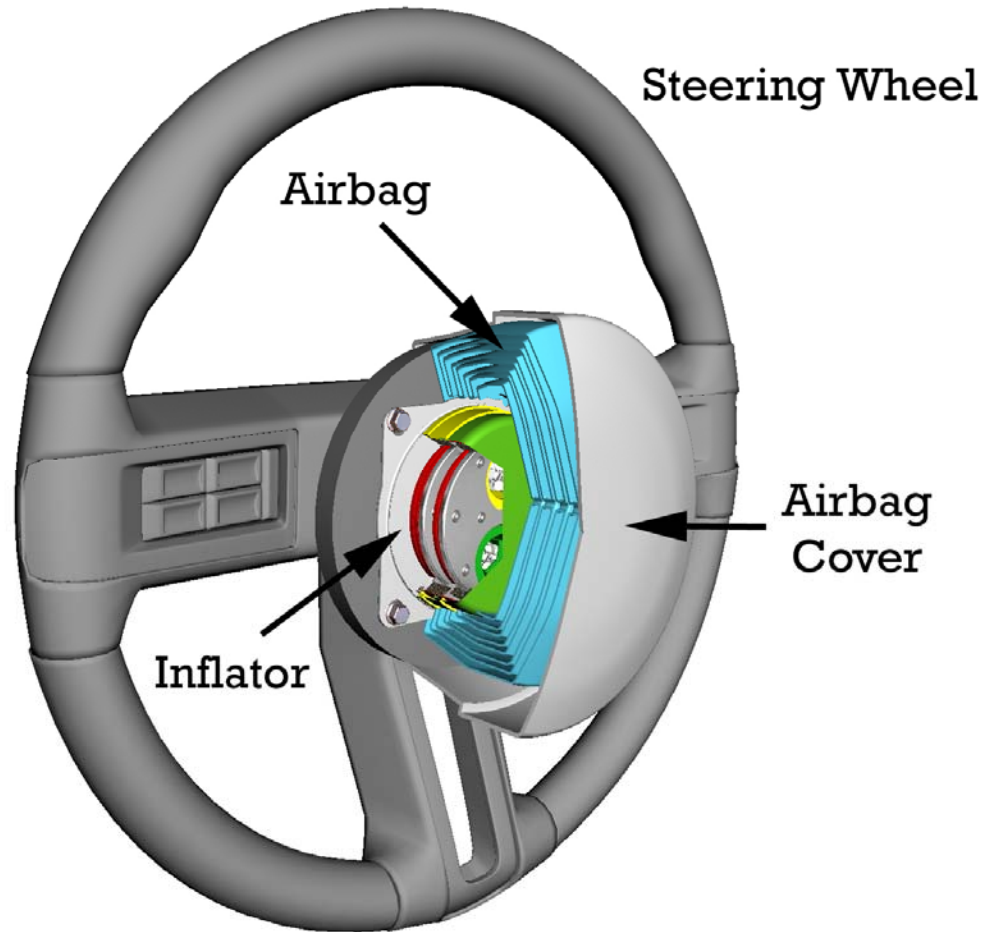
2. An automotive manufacturer must take all necessary steps to ensure that its products—which literally can make the difference between life and death in an accident—function as designed, specified, promised, and intended. Profits must take a back seat to safety for the automobile manufacturer when it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

3. This action concerns defective airbags manufactured by Takata Corporation and its related entities (“Takata”) and equipped in vehicles manufactured or sold by Defendant Ford Motor Company and its related entities (“Ford”).

4. All Takata airbags at issue in this litigation share a common, uniform defect: the use of ammonium nitrate, a notoriously volatile and unstable compound, as the propellant in their defectively designed inflators (the “Inflator Defect”). The inflator, as its name suggests, is supposed to inflate the airbag upon vehicle impact. In the milliseconds following a crash, the inflator ignites a propellant to produce gas that is released into the airbag cushion, causing the airbag cushion to expand and deploy. The term “airbag” shall be used herein to refer to the entire airbag module, including the inflator.

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





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

7. Under ordinary conditions, including daily temperature swings and contact with moisture in the air, Takata's ammonium-nitrate propellant transforms and destabilizes, causing irregular and dangerous behavior ranging from inertness to violent combustion. When Takata decided to abandon the safer propellant in favor of the more dangerous but cheaper one, it was aware of these risks and did so over the objections and concerns of its engineers in Michigan.

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

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

9. When Ford purchased Takata's airbags for its vehicles, it was well aware that the airbags used the volatile and unstable ammonium nitrate as the primary propellant in the inflators, and well aware of the deadly characteristics of ammonium nitrate. In fact, before equipping its vehicles with Takata's inflators, Ford was provided and had access to Takata patent documents from the late 1990s, which disclosed that ammonium nitrate undergoes phase changes at normally occurring temperatures; such phase changes result in expansion, contraction, and cracking of an ammonium-nitrate propellant; and the resulting burning characteristics of an ammonium-nitrate propellant could cause an inflator to blow up because of the excessive pressure generated.

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

11. Ford's own engineers disapproved the use of Takata's inflators, because of the volatility and instability of the ammonium-nitrate propellant and because the inflators could not meet Ford's safety specifications. But the engineers were overruled by more senior managers at Ford, as Ford needed to secure a supply of airbags to keep its production lines operating and sell vehicles.

12. Ford became aware of startling airbag failures during safety tests. No inflators manufactured by any other supplier had ever ruptured during such tests. Yet Ford continued, undeterred, to equip its vehicles with millions of dangerous Takata inflators in the many years after the test failures.

13. Ford also received word of shocking airbag failures in the field. No later than 2008, Ford became aware that Honda had initiated a recall of Takata inflators because of their dangerous propensity to rupture, following several ruptures in the field that resulted in serious injuries. Ford was aware that Honda's recalled inflators used the same propellant as the inflators installed in Ford vehicles.

14. Tragically, the field failures in 2007 and 2008 were the first of many to come. Honda and Takata were forced to issue further recalls in 2009, 2010, and 2011. Despite the repeated Takata/Honda recalls, and though Ford knew that its vehicles were also equipped with Takata airbags containing ammonium nitrate, it failed to take reasonable measures to investigate or protect or notify the public.

15. Over a decade after the first incidents of airbag ruptures, Ford's obfuscation and inaction broke down in the face of mounting incidents and increased scrutiny by regulators, the press, and private plaintiffs. By the middle of 2013, the pace of the recalls increased exponentially as the National Highway Traffic Safety Administration ("NHTSA") began to force Takata and automakers into action. Whereas approximately 3 million vehicles had been recalled up until that point (the vast majority of which were Hondas), the April-May 2013 recalls added 4 million more vehicles to the list, across ten manufacturers. Just one year later, in June 2014, another 5.6 million vehicles were recalled, and by October 2014, global recalls had reached 16.5 million vehicles. As of March 2018, global recalls exceed 60 million vehicles.

16. Even as recalls began to accelerate, Ford and Takata worked hard to limit the scope of the recall to humid parts of the country. They strenuously and falsely claimed that the risks caused by the Inflator Defect disappeared to the north of some arbitrary latitude in the American South. And they mischaracterized the Inflator Defect as the product of idiosyncratic manufacturing flaws. Even now, after hundreds of innocent people have been seriously injured by this unquestionably dangerous and defective product, Ford continues to try to limit the scope of its recall responsibilities.

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

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

inflators containing ammonium nitrate as late as 2016, even after conceding that inflators containing ammonium nitrate create an unacceptable public safety hazard.

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

20. While Takata has records of which manufacturers it sold defective inflators to, it claims to not have records of which vehicles those inflators were installed in. Ford possesses those records, however, and thus has identified which vehicles must be recalled based on Takata's DIRs.

21. As a result of Ford's and Takata's concealment of the Inflator Defect from the public for more than a decade, the recalls now underway cannot be implemented effectively. Ford has acknowledged that the process could take several *years* because of supply constraints.

22. Even if there were enough airbags, dealers are unable to keep up with the volume of customers rushing to get their Takata airbags replaced. Following the expanded recalls in late 2014, some dealers reported receiving up to *900 calls per day* about the recalls, and told customers that they may have to wait months before airbags can be replaced. And following Takata's submission of the May 18, 2015 DIRs, NHTSA's recall website received over one million visits.

23. Consumers are, therefore, in the frightening position of having to drive dangerous vehicles for many months (or even years) while they wait for Ford to replace the defective airbags in their cars. Ford is not providing replacement or loaner vehicles on a comprehensive basis, even though there is an immediate need to provide safe vehicles to Plaintiffs and Class members. As a result, many consumers are effectively left without a safe vehicle to take them to and from work, to pick up their children from school or childcare, or, in the most urgent situations, to transport themselves or someone else to a hospital.

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

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

26. Even before purchasing inflators from Takata, Ford was well aware that Takata used volatile and unstable ammonium nitrate as the primary propellant in its inflators, and thus Ford was on notice of the Inflator Defect even before it installed the inflators in its vehicles, because Takata reviewed the designs of the inflators with Ford, which then approved the designs even though the inflators failed to meet Ford’s safety specifications. Ford was also put on notice of the Inflator Defect no later than 2008, when Honda first notified regulators of a problem with its Takata airbags. Because Ford’s vehicles also contained Takata airbags, Ford knew or should have known at that time that there was a safety problem with its airbags, and Ford should have launched its own investigations and notified its customers. That responsibility only grew as incidents multiplied. Yet Ford concealed this fact from its customers and continued to expose them to dangerous inflators for most of the next decade.

27. Ford put profits ahead of safety. Ford sold Class members vehicles that it knew or should have known contained defective airbags. For many years Ford and Takata engaged in a pattern of reckless disregard, deception, concealment, and obfuscation. Only relatively recently—on the heels of media scrutiny—has Ford begun recalling the millions of vehicles in the United States with the Inflator Defect.

28. As a result of Ford's misconduct, Plaintiffs and members of the proposed Classes were harmed and suffered actual damages. The defective Takata airbags significantly diminish the value of the vehicles in which they are installed.

29. Further, Plaintiffs and the Classes did not receive the benefit of their bargain; rather, they purchased and leased vehicles that are of a lesser standard, grade, and quality than represented, and they did not receive vehicles that met ordinary and reasonable consumer expectations regarding safe and reliable operation. Purchasers or lessees of the Class Vehicles (defined below) paid more, either through a higher purchase price or higher lease payments, than they would have had the Inflator Defect been disclosed. Plaintiffs and the Classes were deprived of having a safe, defect-free airbag installed in their vehicles, and Ford unjustly benefited from its unconscionable delay in recalling its defective products, as it avoided incurring the costs associated with recalls and installing replacement parts for many years.

30. Plaintiffs and the Classes also suffered damages in the form of out-of-pocket and loss-of-use expenses and costs, including but not limited to expenses and costs associated with taking time off from work, paying for rental cars or other transportation arrangements, and child care.

31. Also, as a direct result of Ford's misconduct, each Plaintiff and member of the class has out-of-pocket economic damage by virtue of their having incurred the expense of taking the time to bring their car in for repair.

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

33. In addition, as a result of Ford's misconduct, the class of Automotive Recyclers, as defined below, has suffered economic damage. Automotive Recyclers have purchased recalled vehicles along with their defective Takata airbags, and are now unable to sell the airbags, which are essentially valueless. Had Automotive Recyclers known the truth about the problems associated with the Inflator Defect, they would not have purchased the recalled vehicles and airbags contained therein, or would have paid a reduced amount. Moreover, Automotive Recyclers have suffered economic injury as they have maintained, stored, and continue to maintain and store, the defective Takata airbags.

### **JURISDICTION AND VENUE**

34. This Fourth Amended Consolidated Class Action Complaint formally amends the initial complaint filed in *Dunn, et al., v. Takata Corporation, et al.*, No. 14-cv-24009 (S.D. Fla.). Nonetheless, to the extent necessary for personal jurisdiction purposes, any claims asserted by non-Florida Plaintiffs in this Fourth Amended Consolidated Class Action Complaint may be deemed to have been filed in a transferor court that may exercise personal jurisdiction over Ford for such claims.

35. Jurisdiction is proper in this Court pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because members of the proposed Plaintiff Class are citizens of states different from Ford's home state, and the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs. Also, jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1331,



because Plaintiffs' RICO claims and Magnusson-Moss claims arise under federal law. This Court has supplemental jurisdiction over Plaintiffs' state law claims under 28 U.S.C. § 1367.

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

37. This Court has personal jurisdiction over Ford, pursuant to Florida Statutes § 48.193(1)(a)(1), (2), and (6), because: Ford conducts substantial business in this District; some of the actions giving rise to the Complaint took place in this District; and some of Plaintiffs' claims arise out of Ford operating, conducting, engaging in, or carrying on a business or business venture in this state or having an office or agency in this state, committing a tortious act in this state, and causing injury to property in this state arising out of Ford's acts and omissions outside this state; and at or about the time of such injuries Ford was engaged in solicitation or service activities within this state, or products, materials, or things processed, serviced, or manufactured by Ford anywhere were used or consumed within this state in the ordinary course of commerce, trade, or use. This Court also has personal jurisdiction over Ford because it consented to jurisdiction by registering to do business in Florida. This Court has pendant or supplemental personal jurisdiction over the claims of non-Florida Plaintiffs.

38. This Court also has personal jurisdiction over Ford under 18 U.S.C. § 1965 because it is found or has agents or transacts business in this District.

39. This Court also has personal jurisdiction over Ford, because transferor courts that have transferred actions to this MDL have general jurisdiction over Ford, and this Court, under 28 U.S.C. § 1407, has personal jurisdiction over Ford to the same extent as any transferor court has personal jurisdiction over them. The Eastern District of Michigan, which is located in the state in which Ford is headquartered, is a transferor court for this MDL, and thus this Court may exercise general jurisdiction over Ford.

40. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to these claims occurred in this District, Ford has caused harm to Class members residing in this District, and Ford is a resident of this District under 28

U.S.C. § 1391(c)(2) because it is subject to personal jurisdiction in this district. Also, venue is proper in this district pursuant to 18 U.S.C. § 1965 and 28 U.S.C. § 1407.

## **THE PARTIES**

### **I. Defendant**

41. Defendant Ford Motor Company (“Ford”) is headquartered in Dearborn, Michigan. Ford develops, manufactures, distributes, sells, and services vehicles, parts, and accessories worldwide, including in the United States. Ford vehicles sold in the United States contain defective airbags manufactured by Takata.

### **II. Plaintiffs**

#### **A. Consumer Plaintiffs**

42. Unless otherwise indicated, all Plaintiffs identified below purchased or leased their Class Vehicles primarily for personal, family, and household use. All Plaintiffs identified below and the proposed Classes were harmed and suffered actual damages.

43. The defective Takata airbags significantly diminish the value of the vehicles in which they are installed. Such vehicles have been stigmatized as a result of being recalled and equipped with Takata airbags, as well as by the widespread publicity of the Inflator Defect.

44. Further, all Plaintiffs identified below and in the proposed Classes did not receive the benefit of their bargain; rather, they purchased or leased vehicles that are of a lesser standard, grade, and quality than represented, and they did not receive vehicles that met ordinary and reasonable consumer expectations regarding safe and reliable operation. All Plaintiffs identified below and in the proposed Classes, either through a higher purchase price or higher lease payments, paid more than they would have or would not have otherwise purchased said vehicles, had the Inflator Defect been disclosed. All Plaintiffs identified below and in the Classes were

deprived of having a safe, defect-free airbag installed in their vehicles, and Ford unjustly benefited from its unconscionable delay in recalling its defective products, as it avoided incurring the costs associated with recalls and installing replacement parts for many years.

45. All Plaintiffs identified below and in the proposed Classes also suffered damages in the form of out-of-pocket and loss-of-use expenses and costs, including but not limited to expenses and costs associated with taking time off from work, paying for rental cars or other transportation arrangements, and child care.

46. All Plaintiffs identified below and members of the proposed Classes who have brought their vehicles to dealerships have suffered out-of-pocket economic damage by virtue of their having incurred the expense of taking the time to bring their car in for repair.

47. The defective Takata airbags create a dangerous condition that gives rise to a clear, substantial, and unreasonable danger of death or personal injury to all identified Plaintiffs below and the proposed Classes.

Nancy Barnett—Texas

48. Plaintiff Nancy Barnett resides in Austin, Texas. Plaintiff Barnett owns a 2007 Ford Mustang, which she purchased used for approximately \$18,000.00 on July 7, 2008 at Henna Chevrolet LP in Austin, Texas. When she became aware of the Takata airbag recall, Plaintiff Barnett contacted Maxwell Ford in Austin, Texas regarding the airbags in her 2007 Ford Mustang, but she was specifically told that the recall did not apply to her vehicle. In December 2015, Plaintiff Barnett received a recall notice for her driver side airbag. Because she was out of town, she did not see the recall notice until January 2016. In February 2016, Plaintiff Barnett took her vehicle to Maxwell Ford and had her driver side airbag replaced. In or around July 2016, Plaintiff Barnett received another recall notice, this time for her front passenger airbag. Plaintiff Barnett

took her vehicle back to Maxwell Ford almost immediately to have her front passenger airbag replaced. When she arrived, she was told that there were no front passenger airbag replacement parts in stock, but that she would be contacted once a replacement part was available. To her surprise, she was also told that she needed to have her driver side airbag replaced for a second time, which she allowed Maxwell Ford to do. To date, Plaintiff Barnett has not had her front passenger airbag replaced due to a backorder on the replacement parts. The value of her 2007 Ford Mustang has been diminished as a result of the Inflator Defect. Plaintiff Barnett would not have purchased her 2007 Ford Mustang or would not have paid as much for it if she had known of the problems or risk associated with the vehicle's Inflator Defect.

Alicia Benton – South Carolina

49. Plaintiff Alicia Benton resides in Mt. Pleasant, South Carolina. Plaintiff Benton owned a 2010 Ford Mustang, which she purchased used for \$22,295 in August of 2010 at Summerville Ford in Summerville, South Carolina. Plaintiff Benton's 2010 Ford Mustang is or was covered by a written warranty. To Plaintiff Benton's knowledge, the airbags in her 2010 Ford Mustang were replaced on July 21, 2016. The vehicle was sold to Palmetto Car and Truck Group in South Carolina on July 23, 2016, for a trade-in value of \$7,000. The value of her vehicle was diminished as a result of the Inflator Defect. Prior to purchasing her 2010 Ford Mustang, Plaintiff Benton performed some online internet research regarding the vehicle, through which she saw Ford advertisements maintaining the alleged safety of the Ford Mustang. Plaintiff Benton would not have purchased her 2010 Ford Mustang or would not have paid as much for it if she had known of the problems or risk associated with the vehicle's Inflator Defect.

Boyd Cantu, Jr.—Arkansas

50. Plaintiff Boyd Cantu, Jr. resides in Waldron, Arkansas. Plaintiff Cantu owns a 2005 Ford Mustang, which he purchased used in late February 2015 for approximately \$3,800 from a private individual owner in Danville, Arkansas. Plaintiff Cantu believes that the driver side airbag in his 2005 Ford Mustang was replaced on February 15, 2018. The front passenger airbag in his 2005 Ford Mustang has not yet been repaired or replaced. The value of his 2005 Ford Mustang has been diminished as a result of the Inflator Defect. Plaintiff Cantu would not have purchased the 2005 Ford Mustang or would not have paid as much for it if he had known of the problems or risk associated with the vehicle's Inflator Defect.

Matt Dean—California

51. Plaintiff Matt Dean resides in Los Angeles, California. Plaintiff Dean owns a 2008 Lincoln MKZ, which he purchased used on December 23, 2009 for approximately \$29,933 from Vista Ford in Woodland Hills, California. Plaintiff Dean's 2008 Lincoln MK2 was covered by a written warranty. In addition, Plaintiff Dean purchased an extended warranty for his 2008 Lincoln MKZ. Prior to purchasing the 2008 Lincoln MKZ he viewed or heard about the vehicle through Ford/Lincoln advertisements that described the vehicle as reliable, safe and luxurious. To Plaintiff Dean's knowledge, the airbags in his 2008 Lincoln MKZ have not been repaired or replaced. He suffered the loss of use of his vehicle while waiting for the airbags to be replaced. The value of his 2008 Lincoln MKZ has been diminished as a result of the Inflator Defect. Plaintiff Dean would not have purchased the 2008 Lincoln MKZ or would not have paid as much for it if he had known of the problems or risk associated with the vehicle's Inflator Defect. Plaintiff Dean also has incurred out-of-pocket expenses in the amount of \$665.65 to-date for Uber/Lyft rides.

Patricia Dumire—Maryland

52. Plaintiff Patricia Dumire resides in Alexandria, Virginia. Plaintiff Dumire owns a 2006 Mercury Milan, which she purchased new in May 2006 for approximately \$27,000 from DARCARS Ford dealership in Temple Hills, Maryland. Plaintiff Dumire's 2006 Mercury Milan was covered by a written warranty. To Plaintiff Dumire's knowledge, the airbags in her 2006 Mercury Milan have never been repaired or replaced. The value of her 2006 Mercury Milan has been diminished as a result of the Inflator Defect. Plaintiff Dumire would not have purchased the 2006 Mercury Milan or would not have paid as much for it had she known of the problems or risk associated with the vehicle's Inflator Defect.

Joe Emanus—Texas

53. Plaintiff Joe Emanus resides in Houston, Texas. Plaintiff Emanus owns a 2009 Ford Ranger which he purchased used in January 2013 for approximately \$14,000 from Joe Meyers Toyota in Houston, Texas. To Plaintiff Emanus's knowledge, the airbags in his 2009 Ford Ranger has never been repaired or replaced. The value of his 2009 Ford Ranger has been diminished as a result of the Inflator Defect. Plaintiff Emanus would not have purchased the 2009 Ford Ranger or would not have paid as much for it had he known of the problems associated with the vehicle's Inflator Defect.

Madilyn Fox—Louisiana

54. Plaintiff Madilyn Fox resides in Marrero, Louisiana. Plaintiff Fox owns a 2006 Ford Mustang, which she purchased used in June 2012 for approximately \$23,848 from CarMax in Louisiana. To Plaintiff Fox's knowledge, the driver side airbag in her 2006 Ford Mustang was replaced in March 2017. She is waiting for the front passenger airbag to be replaced. The value of her 2006 Ford Mustang has been diminished as a result of the Inflator Defect. Plaintiff Fox

would not have purchased the 2006 Ford Mustang or would not have paid as much for it had she known of the problems or risk associated with the vehicle's Inflator Defect.

Carolyn Gamble—Tennessee

55. Plaintiff Carolyn Gamble resides in Knoxville, Tennessee. Plaintiff Gamble owns a 2007 Ford Fusion, which she purchased used on March 16, 2011 for approximately \$17,297 from Ted Russell Ford in Knoxville, Tennessee. Plaintiff Gamble's 2007 Ford Fusion was covered by a written warranty. To Plaintiff Gamble's knowledge, the airbags in her 2007 Ford Fusion have never been repaired or replaced. The value of her 2007 Ford Fusion has been diminished as a result of the Inflator Defect. Prior to purchasing the vehicle, Plaintiff Gamble saw or heard Ford advertisements or promotional materials maintaining the alleged safety of Ford vehicles. Plaintiff Gamble would not have purchased the 2007 Ford Fusion or would not have paid as much for it had she known of the problems associated with the vehicle's Inflator Defect.

Randall Hall – Virginia

56. Plaintiff Randall Hall resides in Beaverdam, Virginia. Plaintiff Hall owns a 2011 Ford Fusion which he purchased used on November 30, 2012 for approximately \$11,500 from Pelham Court Motors in Culpeper, Virginia. To Plaintiff Hall's knowledge, the airbags in his 2011 Ford Fusion have never been repaired or replaced. The value of his 2011 Ford Fusion has been diminished as a result of the Inflator Defect. Prior to purchasing his 2011 Ford Fusion, Plaintiff Hall viewed or heard about the vehicle through newer models in Ford TV advertisements and in his online research. Plaintiff Hall would not have purchased the 2011 Ford Fusion or would not have paid as much for it had he known of the problems or risk associated with the vehicle's Inflator Defect.

Brad Hays—South Carolina

57. Plaintiff Brad Hays resides in Hanahan, South Carolina. Plaintiff Hays owns a 2014 Ford Mustang, which he purchased new in July 2013 for approximately \$32,000 from Jones Ford in North Charleston, South Carolina. Plaintiff Hays's 2014 Ford Mustang was covered by a written warranty. To Plaintiff Hays's knowledge, the driver side airbag in his 2014 Ford Mustang was replaced in February 2017 through the recall. Ford refused to provide Plaintiff Hays with a rental vehicle while he was awaiting a replacement airbag. He has also incurred expenses due to the loss of use of the vehicle. The value of his 2014 Ford Mustang has been diminished as a result of the Inflator Defect. Plaintiff Hays would not have purchased the 2014 Ford Mustang or would not have paid as much for it had he known of the problems or risk associated with the vehicle's Inflator Defect.

Walter Heidl—Pennsylvania

58. Plaintiff Walter Heidl resides in Erie, Pennsylvania. Plaintiff Heidl owns a 2006 Ford Fusion, which he purchased used in December 2015 for approximately \$5,950 from Auto Express in Erie, Pennsylvania. To Plaintiff Heidl's knowledge, the airbags in his 2006 Ford Fusion have never been repaired or replaced. The value of his 2006 Ford Fusion has been diminished as a result of the Inflator Defect. Plaintiff Heidl would not have purchased the 2006 Ford Fusion or would not have paid as much for it had he known of the problems or risk associated with the vehicle's Inflator Defect.

John Huebner—California

59. Plaintiff John Huebner resides in Camarillo, California. Plaintiff Huebner owns a 2005 Ford Mustang, which he purchased used for approximately \$7,500.00 in March 2011 in Burbank, California. To Plaintiff Huebner's knowledge, the front passenger airbag in his 2005



Ford Mustang was repaired, but the driver side airbag has yet to be replaced. The value of the Mustang is diminished as a result of the Inflator Defect. Plaintiff Huebner and his wife stopped driving the vehicle in 2014, after learning of the Inflator Defect. Plaintiff Huebner has attempted to sell his Mustang. Plaintiff Huebner's efforts to sell the Mustang included listing the vehicle on Craigslist and taking it into Dodge, Chevy, and Buick dealerships for a trade in. Potential buyers rescinded their offers to purchase Plaintiff Huebner's vehicle because they heard about the defect in the vehicle. Prior to purchasing the Ford Mustang, Plaintiff Huebner learned about the vehicle through Consumer Report reliability ratings, NHTSA safety ratings, and 2005 Mustang sales brochures. Plaintiff Huebner also viewed or heard websites, print ads, television advertisements, internet websites, and radio ads about the Ford Mustang. Plaintiff Huebner would not have purchased the 2005 Mustang or would not have paid as much for the vehicle if he had known of the problems associated with the vehicle's Inflator Defect.

John Huff—Ohio

60. Plaintiff John Huff resides in Toledo, Ohio. Plaintiff Huff owns a 2006 Ford Fusion, which he purchased used on March 1, 2012 for approximately \$12,260 from Rose City Motors in Toledo, Ohio. To Plaintiff Huff's knowledge, the airbags in his 2006 Ford Fusion have never been repaired or replaced. The value of his 2006 Ford Fusion has been diminished as a result of the Inflator Defect. Plaintiff Huff would not have purchased the 2006 Ford Fusion or would not have paid as much for it had he known of the problems or risk associated with the vehicle's Inflator Defect.

Matthew Long—Georgia

61. Plaintiff Matthew Long resides in Locust Grove, Georgia. Plaintiff Long owned a 2005 Ford Mustang GT, which he purchased new on April 22, 2005 from Legacy Ford in

McDonough, Georgia. Plaintiff Long sold his 2005 Ford Mustang GT to A+ Automotive Service in Locust Grove, Georgia for approximately \$6,000.00. To Plaintiff Long's knowledge, the driver side airbag in his 2005 Ford Mustang GT was replaced on September 2, 2016, but the front passenger airbag has yet to be repaired or replaced. The value of his 2005 Ford Mustang GT was diminished as a result of the Inflator Defect. Prior to purchasing the vehicle, Plaintiff Long saw or heard Ford advertisements or promotional materials maintaining the alleged safety of Ford vehicles. Plaintiff Long would not have purchased the 2005 Ford Mustang GT or would not have paid as much for it if he had known of the problems or risk associated with the vehicle's Inflator Defect.

Juan Lugo—Louisiana

62. Plaintiff Juan Lugo resides in La Place, Louisiana. Plaintiff Lugo owns a 2005 Ford Mustang, which he purchased new in 2005 for \$25,000 from Lamarque Ford in Kenner, Louisiana. To Plaintiff Lugo's knowledge, the driver side airbag in his 2005 Ford Mustang was replaced on September 17, 2016. He is waiting for the front passenger's airbag to be replaced. The value of his 2005 Ford Mustang has been diminished as a result of the Inflator Defect. Plaintiff Lugo would not have purchased the 2005 Ford Mustang or would not have paid as much for it had he known of the problems or risk associated with the vehicle's Inflator Defect.

Jennifer Manfrin—Ohio

63. Plaintiff Jennifer Manfrin resides in Zanesville, Ohio. Plaintiff Manfrin owns a 2007 Lincoln MKX, which she purchased used on March 19, 2015 for approximately \$17,265 from Bob Boyd Lincoln in Columbus, Ohio. To Plaintiff Manfrin's knowledge, the airbags in her 2007 Lincoln MKX have never been repaired or replaced. The value of her 2007 Lincoln MKX has been diminished as a result of the Inflator Defect. Plaintiff Manfrin would not have purchased

the 2007 Lincoln MKX or would not have paid as much for it had she known of the problems or risk associated with the vehicle's Inflator Defect. Plaintiff Manfrin has incurred out-of-pocket expenses as she purchased a 2008 Volvo S80 in the amount of \$6,000 to drive on a daily basis as she fears driving her 2007 Lincoln MKX.

Keith Marsden—California

64. Plaintiff Keith Marsden resides in Vacaville, California. Plaintiff Marsden owns a 2014 Ford Mustang, which he purchased new in April 2013 for approximately \$39,700 from Walnut Creek Ford. Plaintiff Marsden's 2014 Ford Mustang was covered by a written warranty. In addition, Plaintiff Marsden purchased an extended warranty for his 2014 Ford Mustang. Plaintiff Marsden received the first recall notice in July 2015, a second recall notice in May 2016, and a third one in 2017. He called the dealership after having received the first notice and was told airbag replacements were not yet available. To Plaintiff Marsden's knowledge, the driver side airbag in his 2014 Ford Mustang was replaced on March 7, 2017 through the recall. Plaintiff Marsden lost the use of his vehicle for approximately eighteen (18) months. He incurred expenses relating to having the car sit in his garage for that time period. The value of his 2014 Ford Mustang has been diminished as a result of the Inflator Defect. Prior to purchasing the vehicle, Plaintiff Marsden saw or heard Ford advertisements or promotional materials maintaining the alleged safety of Ford vehicles. Plaintiff Marsden would not have purchased the 2014 Ford Mustang or would not have paid as much for it if he had known of the problems or risk associated with the vehicle's Inflator Defect.

Frank Mason—Illinois

65. Plaintiff Frank Mason resides in Chicago, Illinois. Plaintiff Mason owns a 2007 Ford Edge, which he purchased used in 2014 for approximately \$20,000 from Hawk Ford in Oak

Lawn, Illinois. To Plaintiff Mason's knowledge, the airbags in his 2007 Ford Edge have never been repaired or replaced. To date, he has not received a recall notice for the driver side or front passenger airbags. The value of his 2007 Ford Edge has been diminished as a result of the Inflator Defect. Plaintiff Mason would not have purchased the 2007 Ford Edge or would not have paid as much for it had he known of the problems or risk associated with the vehicle's Inflator Defect.

Richard McCormick – New Jersey

66. Plaintiff Richard McCormick resides in Burlington, New Jersey. Plaintiff McCormick owns a 2008 Ford Edge SEL, which he purchased new in approximately September 2008 for approximately \$29,000 from a Ford dealership in Lawrenceville, New Jersey. To Plaintiff McCormick's knowledge, the airbags in his 2008 Ford Edge SEL have never been repaired or replaced. The value of his 2008 Ford Edge SEL has been diminished as a result of the Inflator Defect. Plaintiff McCormick would not have purchased the 2008 Ford Edge SEL or would not have paid as much for it had he known of the problems or risk associated with the vehicle's Inflator Defect.

Joan Overmyer—Ohio

67. Plaintiff Joan Overmyer resides in Columbus, Ohio. Plaintiff Overmyer owns a 2014 Ford Mustang, which she purchased new on November 14, 2013 for approximately \$28,036 from Dick Masheter Ford in Columbus, Ohio. To Plaintiff Overmyer's knowledge, the driver side airbag in her vehicle was replaced on January 28, 2017. The value of her 2014 Ford Mustang has been diminished as a result of the Inflator Defect. Plaintiff Overmyer would not have purchased the 2014 Ford Mustang or would not have paid as much for it had she known of the problems or risk associated with the vehicle's Inflator Defect.

Travis Poper—California

68. Plaintiff Travis Poper resides in Temecula, California. Plaintiff Poper owns a 2007 Ford Ranger, which he purchased new on May 1, 2007 for approximately \$24,000 from Villa Ford in Orange, California. Plaintiff Poper's 2007 Ford Ranger was covered by a written warranty. In addition, Plaintiff Poper purchased an extended warranty from the dealer for his 2007 Ford Ranger. To Plaintiff Poper's knowledge, the airbags in his 2007 Ford Ranger have not been repaired or replaced. The value of his 2007 Ford Ranger has been diminished as a result of the Inflator Defect. Plaintiff Poper heard Ford radio advertising about Ford vehicles being built Ford tough. He has lost the use of the 2007 Ford Ranger while he waits for the airbags to be replaced. Plaintiff Poper would not have purchased the 2007 Ford Ranger or would not have paid as much for it if he had known of the problems or risk associated with the vehicle's Inflator Defect.

Mary Anne Pownall – New Jersey

69. Plaintiff Mary Anne Pownall resides in Hamilton, New Jersey. Plaintiff Pownall owns a 2013 Ford Mustang 5.0, which she purchased new in April 2013 for \$45,000 from Haldeman Ford in New Jersey. To Plaintiff Pownall's knowledge, the airbags in her 2013 Ford Mustang 5.0 have been replaced. The value of her 2013 Ford Mustang 5.0 has been diminished as a result of the Inflator Defect. Plaintiff Pownall would not have purchased the 2013 Ford Mustang 5.0 or would not have paid as much for it had she known of the problems or risk associated with the vehicle's Inflator Defect.

William Reedy—Maryland

70. Plaintiff William Reedy resides in Baltimore, Maryland. Plaintiff Reedy owns a 2014 Ford Mustang, which he purchased new in March 2014 for approximately \$36,000 from Bob Bell Ford in Glen Burnie, Maryland. Plaintiff Reedy had his driver side airbag replaced at Bob

Bell Ford in Glen Burnie, Maryland. Plaintiff Reedy waited over three years for his replacement parts. The value of his 2014 Ford Mustang has been diminished as a result of the Inflator Defect. Plaintiff Reedy would not have purchased the 2014 Ford Mustang or would not have paid as much for it had he known of the problems or risk associated with the vehicle's Inflator Defect.

Mark Schmidt—Louisiana

71. Plaintiff Mark Schmidt resides in New Orleans, Louisiana. Plaintiff Schmidt owned a 2014 Ford Mustang until August 2017, when it was totaled in an accident. Plaintiff Schmidt purchased the 2014 Ford Mustang new in August 2014 for approximately \$27,000 from Veterans Ford in Metairie, Louisiana. Plaintiff Schmidt took his 2014 Ford Mustang to Veterans Ford after receiving a recall notice and had his driver side airbag replaced. Plaintiff Schmidt had to wait almost one year for a driver side airbag replacement part. To Plaintiff Schmidt's knowledge, the front passenger side airbag in his 2014 Ford Mustang was never repaired or replaced. The value of his 2014 Ford Mustang was diminished as a result of the Inflator Defect. Plaintiff Schmidt would not have purchased the 2014 Ford Mustang or would not have paid as much for it had he known of the problems or risk associated with the vehicle's Inflator Defect.

Krystal Shelby – North Carolina

72. Plaintiff Krystal Shelby resides in Durham, North Carolina. Plaintiff Shelby owns a 2010 Mercury Milan, which she purchased used on November 29, 2014 for \$12,250 from Auction Direct USA in Raleigh, North Carolina. To Plaintiff Shelby's knowledge, the airbags in her 2010 Mercury Milan have never been repaired or replaced. The value of her 2010 Mercury Milan has been diminished as a result of the Inflator Defect. Plaintiff Shelby would not have purchased the 2010 Mercury Milan or would not have paid as much for it had she known of the problems or risk associated with the vehicle's Inflator Defect.

Eugennie Sinclair—Florida

73. Plaintiff Eugennie Sinclair resides in Tamarac, Florida. Plaintiff Sinclair owned a 2007 Ford Mustang, which he purchased used for approximately \$24,000 in September 2012 at CarMax in Davie, Florida. Plaintiff Sinclair's 2007 Ford Mustang is currently covered or was covered at some point by a written warranty. Plaintiff Sinclair also purchased an extended warranty for the vehicle. To Plaintiff Sinclair's knowledge, the driver's airbags in her 2007 Ford Mustang was replaced on October 19, 2015. Plaintiff Sinclair traded in her 2007 Ford Mustang on March 11, 2016 in Florida to Massey-Yardley Jeep Chrysler for a \$3,500 rebate. The value of her 2007 Ford Mustang was diminished as a result of the Inflator Defect. Plaintiff Sinclair would not have purchased her 2007 Ford Mustang or would not have paid as much for it if she had known of the problems or risk associated with the vehicle's Inflator Defect.

Tekeisha Washington—South Carolina

74. Plaintiff Tekeisha Washington resides in Greenville, South Carolina. Plaintiff Tekeisha Washington owns a 2005 Ford Mustang, which she purchased used in September 2012 for approximately \$16,649 from World Auto in Greer, South Carolina. To Plaintiff Washington's knowledge, the airbags in her 2005 Ford Mustang have never been repaired or replaced. The value of her 2005 Ford Mustang has been diminished as a result of the Inflator Defect. Plaintiff Washington lost the use of her vehicle for a few weeks until the dealership assured her that her airbags would not explode if she got into an accident. Plaintiff Washington would not have purchased the 2005 Ford Mustang or would not have paid as much for it had she known of the problems or risk associated with the vehicle's Inflator Defect.

Teresa Woodard – South Carolina

75. Plaintiff Teresa Woodard resides in Fountain Inn, South Carolina. Plaintiff Woodard owned a 2005 Ford Mustang, which she purchased new for approximately \$17,000 in 2005 from Fairway Ford in Greenville, South Carolina. To Plaintiff Woodard’s knowledge, the driver side airbag in her 2005 Ford Mustang was replaced on June 17, 2015. The vehicle was sold to Jimmy Webb dealership on February 5, 2016 in South Carolina. The value of her vehicle was diminished as a result of the Inflator Defect. Prior to purchasing her 2005 Ford Mustang, Plaintiff Woodard viewed or heard about her vehicle through television commercials and performed extensive online research regarding the vehicle. Plaintiff Woodard would not have purchased her 2005 Ford Mustang or would not have paid as much for it if she had known of the problems or risk associated with the vehicle’s Inflator Defect.

76. For ease of reference, the following chart organizes the Consumer Plaintiffs by the state in which they acquired the Class Vehicle:

No.	State	Class Representative Plaintiff	Vehicle
1	Arkansas	Boyd Cantu, Jr.	Ford Mustang (2005)
2	California	Matt Dean	Lincoln MKZ (2008)
3	California	Keith Marsden	Ford Mustang (2014)
4	California	Travis Poper	Ford Ranger (2007)
5	California	John Huebner	Ford Mustang (2005)
6	Florida	Eugennie Sinclair	Ford Mustang (2007)
7	Georgia	Matthew Long	Ford Mustang (2005)
8	Illinois	Frank Mason	Ford Edge (2007)
9	Louisiana	Madilyn Fox	Ford Mustang (2006)
10	Louisiana	Juan Lugo	Ford Mustang (2005)
11	Louisiana	Mark Schmidt	Ford Mustang (2014)
12	Maryland	Patricia Dumire	Mercury Milan (2006)
13	Maryland	William Reedy	Ford Mustang (2014)
14	New Jersey	Richard McCormick	Ford Edge SEL (2008)
15	New Jersey	Mary Anne Pownall	Ford Mustang (2013)
16	North Carolina	Krystal Shelby	Mercury Milan (2010)
17	Ohio	John Huff	Ford Fusion (2006)
18	Ohio	Jennifer Manfrin	Lincoln MKZ (2007)
19	Ohio	Joan Overmyer	Ford Mustang (2014)
20	Pennsylvania	Walter Heinel	Ford Fusion (2006)
21	South Carolina	Alicia Benton	Ford Mustang (2010)



No.	State	Class Representative Plaintiff	Vehicle
22	South Carolina	Brad Hays	Ford Mustang (2014)
23	South Carolina	Tekeisha Washington	Ford Mustang (2005)
24	South Carolina	Teresa Woodard	Ford Mustang (2005)
25	Tennessee	Carolyn Gamble	Ford Fusion (2007)
26	Texas	Nancy Barnett	Ford Mustang (2007)
27	Texas	Joe Emanus	Ford Ranger (2009)
28	Virginia	Randall Hall	Ford Fusion (2011)

**B. Automotive Recycler Plaintiffs**

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

78. Cunningham Brothers Auto Parts, LLC (“Cunningham”) is an automotive parts recycler and Delaware limited liability company, with its principal place of business at 10980 Wards Rd., Rustburg, Virginia 24588. Prior to the recalls set forth herein, Cunningham purchased Class Vehicles, as defined below, containing Takata airbags. Cunningham purchased these Takata airbags for resale purposes. If Plaintiff had known about the Inflator Defect, it would have not purchased the Class Vehicles, or would not have paid as much as it did for them.

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

80. Road Tested Parts, Inc. d/b/a WeaverParts.com (“Weaver”) is an automotive parts recycler and Georgia corporation, with a principal place of business at 774 Highway 320,

Carnesville, Georgia 30521. Weaver also has a substantial business operation at 9001 Stitt St., Monroe, North Carolina 28110. Prior to the recalls set forth herein, Weaver purchased Class Vehicles, as defined below, containing Takata airbags. Weaver purchased these Takata airbags for resale purposes. If Plaintiff had known about the Inflator Defect, it would have not purchased the Class Vehicles, or would not have paid as much as it did for them.

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

82. Triple D Corporation d/b/a Knox Auto Parts ("Knox") is an automotive parts recycler and Tennessee corporation, with its principal place of business at 8721 Oakridge Hwy., Knoxville, Tennessee 37931. Prior to the recalls set forth herein, Knox purchased Class Vehicles, as defined below, containing Takata airbags. Knox purchased these Takata airbags for purposes of resale. If Plaintiff had known about the Inflator Defect, it would have not purchased the Class Vehicles, or would not have paid as much as it did for them.

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

a. ARA proceeds with this litigation pursuant to an assignment of claims by Rigsby's Auto Parts & Sales, Inc., and Quarno's Auto Salvage (collectively the "Assignors").

b. Rigsby's Auto Parts & Sales, Inc. ("Rigsby's") is an automotive parts recycler and Florida corporation with its principal place of business at 40147 Lynbrook Drive,

Zephyrhills, Florida 33540. Prior to the recalls set forth herein, Rigsby's purchased Class Vehicles, as defined below, containing Takata airbags. Rigsby's still purchased these Takata airbags for purposes of resale. Had Rigsby's known of the Inflator Defect, it would not have purchased the Class Vehicles or it would not have paid as much for them as it did.

c. Quarno's Auto Salvage ("Quarno's") is an automotive parts recycler with its principal place of business at 550 Quarno Road, Cocoa, Florida 32927-4840. Prior to the recalls set forth herein, Quarno's purchased Class Vehicles, as defined below, containing Takata airbags. Quarno's purchased these Takata airbags for purposes of resale. Had Quarno's known of the Inflator Defect, it would not have purchased the Class Vehicles or it would not have paid as much for them as it did.

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

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

#### **GENERAL FACTUAL ALLEGATIONS**

86. Plaintiffs bring this action on behalf of themselves and all persons similarly situated who purchased or leased Class Vehicles (defined below). Plaintiffs seek redress individually and on behalf of those similarly situated for economic losses stemming from Ford's manufacture, design, or use of Defective Airbags in the Class Vehicles, including but not limited to diminished value. Plaintiffs, on behalf of themselves and those similarly situated, seek to recover damages and statutory penalties, and injunctive relief/equitable relief.

87. “Defective Airbags” refers to all airbag modules (including inflators) manufactured by Takata (“Takata airbags”) that are subject to the recalls identified in the table set forth in paragraph 90, *infra*; all Takata airbags subject to recalls relating to Takata’s May 18, 2015 DIRs, the Coordinated Remedy Order issued by NHTSA in *In re Docket No. NHTSA-2015-0055 Coordinated Remedy Program Proceeding*, and amendments thereto, concerning Takata’s ammonium-nitrate inflators, and the Consent Order issued by NHTSA in *In re EA 15-001 Airbag Inflator Rupture*, and any amendments thereto; and all Takata airbags subject to any subsequent expansion of pre-existing recalls, new recalls, amendments to pre-existing DIRs, or new DIRs, announced prior to the date of an order granting class certification, relating to the tendency of such airbags to over-aggressively deploy or rupture. All Defective Airbags contain the Inflator Defect. As a result of the Inflator Defect, Defective Airbags have an unreasonably dangerous tendency to: (a) rupture and expel metal shrapnel that tears through the airbag and poses a threat of serious injury or death to occupants; and/or (b) hyper-aggressively deploy and seriously injure occupants through contact with the airbag.

88. “Class Vehicles” refers to all vehicles manufactured or sold by Ford and purchased or leased in the United States that have Defective Airbags.

89. As detailed in this Complaint, over the course of nine years Takata and various automakers have issued a series of partial, misleading, and ultimately ineffective recalls to address the Defective Airbags. For reference, the following table identifies the recalled vehicles by manufacturer, and which of the front airbags were included in the recall for each vehicle (driver or passenger):

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>
BMW	13V172	BMW	325Ci	2002-2003	Passenger
BMW	13V172	BMW	325i	2002-2003	Passenger
BMW	13V172	BMW	325iT	2002-2003	Passenger
BMW	13V172	BMW	325xi	2002-2003	Passenger
BMW	13V172	BMW	325xiT	2002-2003	Passenger
BMW	13V172	BMW	330Ci Convertible	2002-2003	Passenger

Manufacturer	Recall	Make	Model	Model Years	Side(s)
BMW	13V172	BMW	330Ci Coupe	2002-2003	Passenger
BMW	13V172	BMW	330i	2002-2003	Passenger
BMW	13V172	BMW	330xi Sedan	2002-2003	Passenger
BMW	13V172	BMW	M3 Convertible	2002-2003	Passenger
BMW	13V172	BMW	M3 Coupe	2002-2003	Passenger
BMW	14V348	BMW	325i	2004-2006	Both
BMW	14V348	BMW	325xi	2004-2005	Both
BMW	14V348	BMW	330i	2004-2006	Both
BMW	14V348	BMW	330xi	2004-2005	Both
BMW	14V348	BMW	M3	2004-2006	Both
BMW	14V428	BMW	323i	2000	Passenger
BMW	14V428	BMW	325i	2001-2006	Passenger
BMW	14V428	BMW	325xi	2001-2005	Passenger
BMW	14V428	BMW	328i	2000	Passenger
BMW	14V428	BMW	330i	2001-2006	Passenger
BMW	14V428	BMW	330xi	2001-2005	Passenger
BMW	14V428	BMW	M3	2001-2006	Passenger
BMW	15V318	BMW	325i/325xi/330i/330xi Sedan	2002-2005	Driver
BMW	15V318	BMW	325xi/325i Sports Wagon	2002-2005	Driver
BMW	15V318	BMW	330Ci/325Ci/M3 Convertible	2002-2006	Driver
BMW	15V318	BMW	325i/330i/M3 Coupe	2002-2006	Driver
BMW	15V318	BMW	M5/540i/525i/530i Sedan	2002-2006	Driver
BMW	15V318	BMW	540i/525i Sports Wagon	2002-2003	Driver
BMW	15V318	BMW	X5 3.0i/4.4i Sports Activity Vehicle	2003-2004	Driver
BMW	16V364	BMW	X5	2007-2011	Passenger
BMW	16V364	BMW	X6	2008-2011	Passenger
BMW	16V364	BMW	X6 ActiveHybrid SAC	2010-2011	Passenger
BMW	16V071	BMW	1 Series M	2008-2013	Driver
BMW	16V071	BMW	128i	2008-2013	Driver
BMW	16V071	BMW	135i	2008-2013	Driver
BMW	16V071	BMW	325	2006-2012	Driver
BMW	16V071	BMW	328	2006-2013	Driver
BMW	16V071	BMW	330	2006-2011	Driver

Manufacturer	Recall	Make	Model	Model Years	Side(s)
BMW	16V071	BMW	335	2006-2013	Driver
BMW	16V071	BMW	M3	2007-2013	Driver
BMW	16V071	BMW	X1 SAV	2013-2015	Driver
BMW	16V071	BMW	X3 SAV	2007-2010	Driver
BMW	16V071	BMW	X5 SAV	2007-2013	Driver
BMW	16V071	BMW	X6 ActiveHybrid Sac	2010-2011	Driver
BMW	16V071	BMW	X6 Sac	2008-2009, 2012-2014	Driver
BMW	17V020	BMW	X5	2007-2009, 2012	Passenger
BMW	17V020	BMW	X6	2008-2009, 2012	Passenger
BMW	17V047	BMW	320	2000-2002	Driver
BMW	17V047	BMW	323	2000-2002	Driver
BMW	17V047	BMW	325	2000-2002	Driver
BMW	17V047	BMW	330	2000-2002	Driver
BMW	17V047	BMW	525	2001-2002	Driver
BMW	17V047	BMW	530	2001-2002	Driver
BMW	17V047	BMW	540	2001-2002	Driver
BMW	17V047	BMW	M3	2000-2002	Driver
BMW	17V047	BMW	M5	2000-2002	Driver
BMW	17V047	BMW	X5	2000-2002	Driver
Chrysler	14V354	Chrysler	300	2005-2008	Both
Chrysler	14V354	Chrysler	Aspen	2007-2008	Both
Chrysler	14V354	Dodge	Dakota	2005-2008	Both
Chrysler	14V354	Dodge	Durango	2004-2008	Both
Chrysler	14V354	Dodge	Ram 1500	2003-2008	Both
Chrysler	14V354	Dodge	Ram 2500	2005-2008	Both
Chrysler	14V354	Dodge	Ram 3500	2006-2008	Both
Chrysler	14V354	Dodge	Ram 3500 Cab Chassis	2007-2008	Both
Chrysler	14V354	Dodge	Ram 4500 Cab Chassis	2006-2008	Both
Chrysler	14V354	Dodge	Ram 5500	2008	Both
Chrysler	14V770	Chrysler	300	2005	Passenger
Chrysler	14V770	Chrysler	SRT8	2005	Passenger
Chrysler	14V770	Dodge	Dakota	2005	Passenger
Chrysler	14V770	Dodge	Durango	2004-2005	Passenger
Chrysler	14V770	Dodge	Magnum	2005	Passenger
Chrysler	14V770	Dodge	Ram 1500	2003-2005	Passenger

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>
Chrysler	14V770	Dodge	Ram 2500	2003-2005	Passenger
Chrysler	14V770	Dodge	Ram 3500	2003-2005	Passenger
Chrysler	14V817	Chrysler	300	2005-2007	Driver
Chrysler	14V817	Chrysler	300C	2005-2007	Driver
Chrysler	14V817	Chrysler	Aspen	2007	Driver
Chrysler	14V817	Chrysler	SRT8	2005-2007	Driver
Chrysler	14V817	Dodge	Charger	2005-2007	Driver
Chrysler	14V817	Dodge	Dakota	2005-2007	Driver
Chrysler	14V817	Dodge	Durango	2004-2007	Driver
Chrysler	14V817	Dodge	Magnum	2005-2007	Driver
Chrysler	14V817	Dodge	Ram 1500	2004-2007	Driver
Chrysler	14V817	Dodge	Ram 2500	2005-2007	Driver
Chrysler	14V817	Dodge	Ram 3500	2006-2007	Driver
Chrysler	14V817	Mitsubishi	Raider	2006-2007	Driver
Chrysler	15V312	Dodge	Ram 1500/2500/3500	2003	Passenger
Chrysler	15V313	Dodge	Ram 2500 Pickup	2005-2009	Driver
Chrysler	15V313	Dodge	Ram 1500 Pickip	2004-2008	Driver
Chrysler	15V313	Dodge	Ram 3500 Pickup	2006-2009	Driver
Chrysler	15V313	Dodge	Ram 3500 Cab Chassis	2007-2009	Driver
Chrysler	15V313	Dodge	Ram 4500/5500 Cam Chassis	2008-2010	Driver
Chrysler	15V313	Sterling	4500/5500 Cab Chassis	2008-2009	Driver
Chrysler	15V313	Dodge	Durango	2004-2008	Driver
Chrysler	15V313	Chrysler	Aspen	2007-2008	Driver
Chrysler	15V313	Chrysler	300/300C/SRT8	2005-2010	Driver
Chrysler	15V313	Dodge	Charger/Magnum	2005-2010	Driver
Chrysler	15V313	Dodge	Dakota	2005-2011	Driver
Chrysler	15V313	Mitsubishi	Raider	2006-2010	Driver
Chrysler	15V354	Freightline	Sprinter 2500/3500	2007-2008	Passenger
Chrysler	15V354	Dodge	Sprinter 2500/3500	2006-2008	Passenger
Chrysler	15V361	Sterling	Bullet 4500/5500 Chassis Cab	2008-2009	Driver
Chrysler	15V444	Dodge	Challenger	2008-2010	Driver
Chrysler	16V352	Chrysler	300	2005-2012	Passenger
Chrysler	16V352	Chrysler	Aspen	2007-2009	Passenger
Chrysler	16V352	Dodge	Challenger	2008-2012	Passenger
Chrysler	16V352	Dodge	Charger	2006-2012	Passenger



Manufacturer	Recall	Make	Model	Model Years	Side(s)
Chrysler	16V352	Dodge	Dakota	2005-2011	Passenger
Chrysler	16V352	Dodge	Durango	2004-2009	Passenger
Chrysler	16V352	Dodge	Magnum	2005-2008	Passenger
Chrysler	16V352	Dodge	Ram 1500	2004-2008	Passenger
Chrysler	16V352	Dodge	Ram 2500	2005-2009	Passenger
Chrysler	16V352	Dodge	Ram 3500	2006-2009	Passenger
Chrysler	16V352	Dodge	Ram 4500	2008-2010	Passenger
Chrysler	16V352	Dodge	Ram 5500	2008-2010	Passenger
Chrysler	16V352	Jeep	Wrangler	2007-2012	Passenger
Chrysler	16V352	Mitsubishi	Raider	2006-2009	Passenger
Chrysler	16V352	Dodge	Ram 5500 Cab Chassis	2008-2010	Passenger
Chrysler	16V352	Dodge	Ram 3500 Cab Chassis	2007-2010	Passenger
Chrysler	16V947	Chrysler	Aspen	2009	Driver
Chrysler	16V947	Dodge	Durango	2009	Driver
Chrysler	16V947	Dodge	RAM 3500	2010	Driver
Ford	14V343	Ford	GT	2005-2006	Both
Ford	14V343	Ford	Mustangs	2005-2008	Driver
Ford	14V343	Ford	Ranger	2004-2005	Both
Ford	14V787	Ford	GT	2005-2006	Passenger
Ford	14V787	Ford	Ranger	2004-2005	Passenger
Ford	14V802	Ford	GT	2005-2006	Driver
Ford	14V802	Ford	Mustang	2005-2008	Driver
Ford	15V322	Ford	Ranger	2004-2006	Passenger
Ford	15V319	Ford	Mustang	2005-2014	Driver
Ford	15V319	Ford	GT	2005-2006	Driver
Ford	15V322	Ford	Ranger	2004-2006	Passenger
Ford	16V036	Ford	Ranger	2004-2006	Driver
Ford	16V384	Ford	Edge	2007-2010	Passenger
Ford	16V384	Ford	Ford GT	2005-2006	Passenger
Ford	16V384	Ford	Fusion	2006-2011	Passenger
Ford	16V384	Ford	Mustang	2005-2011	Passenger
Ford	16V384	Ford	Ranger	2007-2011	Passenger
Ford	16V384	Lincoln	MKX	2007-2010	Passenger
Ford	16V384	Lincoln	MKZ	2006-2011	Passenger
Ford	16V384	Lincoln	Zephyr	2006-2011	Passenger
Ford	16V384	Mercury	Milan	2006-2011	Passenger



Manufacturer	Recall	Make	Model	Model Years	Side(s)
Ford	17V024	Ford	Edge	2007-2009	Passenger
Ford	17V024	Ford	Fusion	2006-2009, 2012	Passenger
Ford	17V024	Ford	GT	2005-2006	Passenger
Ford	17V024	Ford	Mustang	2005-2009, 2012	Passenger
Ford	17V024	Ford	Ranger	2007-2009	Passenger
Ford	17V024	Lincoln	MKX	2007-2009	Passenger
Ford	17V024	Lincoln	MKZ	2006-2009, 2012	Passenger
Ford	17V024	Lincoln	Zephyr	2006-2009, 2012	Passenger
Ford	17V024	Mercury	Milan	2006-2009	Passenger
GM	14V372	Chevrolet	Cruze	2013-2014	Driver
GM	14V471	Saab	9-2X	2005	Passenger
GM/Toyota	13V133	Pontiac	Vibe	2003-2004	Passenger
GM	15V323	Saab	9-2X	2005	Passenger
GM	15V324	Chevrolet	Silverado 2500	2007-2008	Passenger
GM	15V324	Chevrolet	Silverado 3500	2007-2008	Passenger
GM	15V324	GMC	Sierra 2500	2007-2008	Passenger
GM	15V324	GMC	Sierra 3500	2007-2008	Passenger
GM	16V063	Saab	9-3	2006-2011	Driver
GM	16V063	Saab	9-5	2006-2009	Driver
GM	16V063	Saturn	Astra	2008-2009	Driver
GM	16V381	Cadillac	Escalade	2007-2011	Both
GM	16V381	Cadillac	Escalade ESV	2007-2011	Both
GM	16V381	Cadillac	Escalade EXT	2007-2011	Both
GM	16V381	Chevrolet	Avalanche	2007-2011	Both
GM	16V381	Chevrolet	Silverado 1500	2007-2011	Both
GM	16V381	Chevrolet	Silverado 2500	2009-2011	Both
GM	16V381	Chevrolet	Silverado 3500	2009-2011	Both
GM	16V381	Chevrolet	Suburban	2007-2011	Both
GM	16V381	Chevrolet	Tahoe	2007-2011	Both
GM	16V381	GMC	Sierra 1500	2007-2011	Both
GM	16V381	GMC	Sierra 2500	2009-2011	Both
GM	16V381	GMC	Sierra 3500	2009-2011	Both
GM	16V381	GMC	Yukon	2007-2011	Both
GM	16V381	GMC	Yukon XL	2007-2011	Both
GM	16V383	Cadillac	Escalade	2007-2008	Both

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>
GM	16V383	Cadillac	Escalade ESV	2007-2008	Both
GM	16V383	Cadillac	Escalade EXT	2007-2008	Both
GM	16V383	Chevrolet	Avalanche	2007-2008	Both
GM	16V383	Chevrolet	Silverado 1500	2007-2008	Both
GM	16V383	Chevrolet	Suburban	2007-2008	Both
GM	16V383	Chevrolet	Tahoe	2007-2008	Both
GM	16V383	GMC	Sierra 1500	2007-2008	Both
GM	16V383	GMC	Yukon	2007-2008	Both
GM	16V383	GMC	Yukon XL	2007-2008	Both
Honda	08V593	Honda	Accord	2001	Driver
Honda	08V593	Honda	Civic	2001	Driver
Honda	09V259	Acura	TL/CL	2002	Driver
Honda	09V259	Honda	Accord	2001-2002	Driver
Honda	09V259	Honda	Civic	2001	Driver
Honda	10V041	Acura	CL	2003	Driver
Honda	10V041	Acura	TL	2002-2003	Driver
Honda	10V041	Honda	Accord	2001-2002	Driver
Honda	10V041	Honda	Civic	2001-2003	Driver
Honda	10V041	Honda	CR-V	2002	Driver
Honda	10V041	Honda	Odyssey	2002	Driver
Honda	10V041	Honda	Pilot	2003	Driver
Honda	11V260	Acura	CL	2003	Driver
Honda	11V260	Acura	TL	2002-2003	Driver
Honda	11V260	Honda	Accord	2001-2002	Driver
Honda	11V260	Honda	Civic	2001-2003	Driver
Honda	11V260	Honda	Civic Hybrid	2003	Driver
Honda	11V260	Honda	CR-V	2002-2004	Driver
Honda	11V260	Honda	Odyssey	2002-2003	Driver
Honda	11V260	Honda	Pilot	2003	Driver
Honda	13V132	Honda	Civic	2001-2003	Passenger
Honda	13V132	Honda	CR-V	2002-2003	Passenger
Honda	13V132	Honda	Odyssey	2002	Passenger
Honda	14V349	Acura	MDX	2003	Passenger
Honda	14V349	Honda	Accord	2003	Passenger
Honda	14V349	Honda	Civic	2002-2003	Passenger
Honda	14V349	Honda	CR-V	2002-2003	Passenger
Honda	14V349	Honda	Element	2003	Passenger
Honda	14V349	Honda	Odyssey	2002-2003	Passenger

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>
Honda	14V349	Honda	Pilot	2003	Passenger
Honda	14V351	Acura	MDX	2003-2006	Driver
Honda	14V351	Acura	TL/CL	2002-2003	Driver
Honda	14V351	Honda	Accord	2001-2007	Driver
Honda	14V351	Honda	Accord	2001-2002	Driver
Honda	14V351	Honda	Civic	2001-2005	Driver
Honda	14V351	Honda	CR-V	2002-2006	Driver
Honda	14V351	Honda	Element	2003-2011	Driver
Honda	14V351	Honda	Odyssey	2002-2004	Driver
Honda	14V351	Honda	Pilot	2003-2007	Driver
Honda	14V351	Honda	Ridgeline	2006	Driver
Honda	14V353	Acura	MDX	2003-2005	Passenger
Honda	14V353	Acura	RL	2005	Passenger
Honda	14V353	Honda	Accord	2003-2005	Passenger
Honda	14V353	Honda	Civic	2003-2005	Passenger
Honda	14V353	Honda	CR-V	2003-2005	Passenger
Honda	14V353	Honda	Element	2003-2004	Passenger
Honda	14V353	Honda	Odyssey	2003-2004	Passenger
Honda	14V353	Honda	Pilot	2003-2005	Passenger
Honda	14V353	Honda	RidgeLine	2006	Passenger
Honda	14V700	Acura	MDX	2003-2005	Passenger
Honda	14V700	Acura	RL	2005	Passenger
Honda	14V700	Honda	Accord	2003-2005	Passenger
Honda	14V700	Honda	Civic	2001-2005	Passenger
Honda	14V700	Honda	Civic (CNG)	2003-2004	Passenger
Honda	14V700	Honda	Civic Hybrid	2003-2005	Passenger
Honda	14V700	Honda	CR-V	2002-2005	Passenger
Honda	14V700	Honda	Element	2003-2004	Passenger
Honda	14V700	Honda	Odyssey	2002-2004	Passenger
Honda	14V700	Honda	Pilot	2003-2005	Passenger
Honda	14V700	Honda	Ridgeline	2006	Passenger
Honda	15V153	Honda	Accord	2001	Driver
Honda	15V153	Honda	Civic	2004	Driver
Honda	15V153	Honda	Pilot	2008	Driver
Honda	15V320	Honda	Accord	2001-2007	Driver
Honda	15V320	Honda	Civic	2001-2005	Driver
Honda	15V320	Honda	CR-V	2002-2006	Driver
Honda	15V320	Honda	Element	2003-2011	Driver

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>
Honda	15V320	Honda	Odyssey	2002-2004	Driver
Honda	15V320	Honda	Pilot	2003-2008	Driver
Honda	15V320	Honda	Ridgeline	2006	Driver
Honda	15V320	Acura	CL	2003	Driver
Honda	15V320	Acura	MDX	2003-2006	Driver
Honda	15V320	Acura	TL	2002-2003	Driver
Honda	15V370	Acura	MDX	2003	Passenger
Honda	15V370	Honda	Accord	2003-2007	Passenger
Honda	15V370	Honda	Civic	2001-2005	Passenger
Honda	15V370	Honda	Civic GX	2001-2004	Passenger
Honda	15V370	Honda	Civic Hybrid	2003-2005	Passenger
Honda	15V370	Honda	CR-V	2002-2004	Passenger
Honda	15V370	Honda	Element	2003	Passenger
Honda	15V370	Honda	Odyssey	2002-2003	Passenger
Honda	15V370	Honda	Pilot	2003	Passenger
Honda	16V061	Acura	ILX	2013-2016	Driver
Honda	16V061	Acura	RDX	2007-2016	Driver
Honda	16V061	Acura	RL	2005-2012	Driver
Honda	16V061	Acura	TL	2009-2014	Driver
Honda	16V061	Acura	ZDX	2010-2013	Driver
Honda	16V061	Honda	CR-V	2007-2011	Driver
Honda	16V061	Honda	CR-Z	2011-2015	Driver
Honda	16V061	Honda	Fit	2009-2013	Driver
Honda	16V061	Honda	Fit EV	2013-2014	Driver
Honda	16V061	Honda	Insight	2010-2014	Driver
Honda	16V061	Honda	Ridgeline	2007-2014	Driver
Honda	16V344	Acura	MDX	2003-2006	Passenger
Honda	16V344	Acura	RL	2005-2011	Passenger
Honda	16V344	Honda	CR-V	2005-2006	Passenger
Honda	16V344	Honda	Element	2003-2011	Passenger
Honda	16V344	Honda	Fit	2007-2008	Passenger
Honda	16V344	Honda	Odyssey	2002-2004	Passenger
Honda	16V344	Honda	Pilot	2003-2008	Passenger
Honda	16V344	Honda	Ridgeline	2006-2011	Passenger
Honda	16V346	Acura	TSX	2009-2011	Passenger
Honda	16V346	Acura	TSX Sportswagon	2011	Passenger
Honda	16V346	Acura	ZDX	2010-2011	Passenger
Honda	16V346	Honda	Accord	2008-2011	Passenger

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>
Honda	16V346	Honda	Accord Crosstour	2010-2011	Passenger
Honda	16V346	Honda	Civic	2006-2011	Passenger
Honda	16V346	Honda	Civic GX	2006-2011	Passenger
Honda	16V346	Honda	Civic Hybrid	2006-2011	Passenger
Honda	16V346	Honda	CR-V	2007-2011	Passenger
Honda	16V346	Honda	FCX Clarity	2010-2011	Passenger
Honda	16V346	Honda	Fit	2009-2011	Passenger
Honda	16V346	Honda	Insight	2010-2011	Passenger
Honda	16V346	Honda	Pilot	2009-2011	Passenger
Honda	17V029	Acura	MDX	2005-2006	Passenger
Honda	17V029	Acura	RL	2005-2012	Passenger
Honda	17V029	Honda	CR-V	2005-2006	Passenger
Honda	17V029	Honda	Element	2005-2011	Passenger
Honda	17V029	Honda	Fit	2007-2008	Passenger
Honda	17V029	Honda	Pilot	2005-2008	Passenger
Honda	17V029	Honda	Ridgeline	2006-2012	Passenger
Honda	17V030	Acura	TSX	2009-2012	Passenger
Honda	17V030	Acura	TSX Sportswagon	2011-2012	Passenger
Honda	17V030	Acura	ZDX	2010-2012	Passenger
Honda	17V030	Honda	Accord	2008-2012	Passenger
Honda	17V030	Honda	Accord Crosstour	2010-2012	Passenger
Honda	17V030	Honda	Civic	2006-2011	Passenger
Honda	17V030	Honda	Civic Hybrid	2006-2011	Passenger
Honda	17V030	Honda	CR-V	2007-2011	Passenger
Honda	17V030	Honda	FCX Clarity	2012	Passenger
Honda	17V030	Honda	Fit	2009-2012	Passenger
Honda	17V030	Honda	Insight	2010-2012	Passenger
Honda	17V030	Honda	Pilot	2009-2012	Passenger
Mazda	13V130	Mazda	Mazda6	2003-2004	Passenger
Mazda	13V130	Mazda	RX-8	2004	Passenger
Mazda	14V344	Mazda	B-Series	2004	Both
Mazda	14V344	Mazda	Mazda6	2003-2008	Both
Mazda	14V344	Mazda	MazdaSpeed6	2006-2007	Both
Mazda	14V344	Mazda	MPV	2004-2005	Both
Mazda	14V344	Mazda	RX-8	2004-2008	Both
Mazda	14V362	Mazda	Mazda6	2003-2004	Passenger
Mazda	14V362	Mazda	RX-8	2004	Passenger
Mazda	14V773	Mazda	B-Series	2004-2005	Passenger

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>
Mazda	14V773	Mazda	Mazda6	2003-2006	Passenger
Mazda	14V773	Mazda	MPV	2004-2005	Passenger
Mazda	14V773	Mazda	RX-8	2004-2005	Passenger
Mazda	15V345	Mazda	Mazda 6	2003-2008	Driver
Mazda	15V345	Mazda	RX-8	2004-2008	Driver
Mazda	15V345	Mazda	MazdaSpeed 6	2006-2007	Driver
Mazda	15V346	Mazda	B-Series	2004-2006	Passenger
Mazda	15V382	Mazda	Mazda6	2003-2008	Driver
Mazda	15V382	Mazda	MazdaSpeed6	2006-2007	Driver
Mazda	15V382	Mazda	RX-8	2004-2008	Driver
Mazda	15V869	Mazda	MAZDA6	2003-2008	Passenger
Mazda	15V869	Mazda	MazdaSpeed6	2006-2007	Passenger
Mazda	15V869	Mazda	RX-8	2004	Passenger
Mazda	16V048	Mazda	B-Series Truck	2004-2006	Driver
Mazda	16V354	Mazda	Mazda6	2003-2008	Passenger
Mazda	16V354	Mazda	MazdaSpeed6	2006-2007	Passenger
Mazda	16V354	Mazda	MPV	2004-2006	Passenger
Mazda	16V354	Mazda	RX-8	2004-2011	Passenger
Mazda	16V356	Mazda	CX-7	2007-2011	Passenger
Mazda	16V356	Mazda	CX-9	2007-2011	Passenger
Mazda	16V356	Mazda	Mazda6	2009-2011	Passenger
Mazda	16V499	Mazda	B-Series Truck	2007-2009	Passenger
Mazda	17V011	Mazda	MPV	2005-2006	Passenger
Mazda	17V011	Mazda	PX-8	2005-2009	Passenger
Mazda	17V012	Mazda	CX-7	2007-2009, 2012	Passenger
Mazda	17V012	Mazda	CX-9	2007-2009, 2012	Passenger
Mazda	17V012	Mazda	Mazda6	2009, 2012	Passenger
Mazda	17V013	Mazda	B-Series Truck	2007-2009	Passenger
Mitsubishi	14V354	Mitsubishi	Raider	2006-2007	Both
Mitsubishi	14V421	Mitsubishi	Lancer	2004-2005	Passenger
Mitsubishi	14V752	Mitsubishi	Lancer	2004-2005	Passenger
Mitsubishi	15V313	Mitsubishi	Raider	2006-2009	Driver
Mitsubishi	15V321	Mitsubishi	Lancer/Lancer Evolution	2004-2006	Passenger
Mitsubishi	15V321	Mitsubishi	Lancer Sportback	2004	Passenger
Mitsubishi	16V334	Mitsubishi	Lancer	2006-2007	Passenger
Mitsubishi	16V334	Mitsubishi	Lancer Evolution	2006-2007	Passenger

<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>
Mitsubishi	17V022	Mitsubishi	I-MIEV	2012, 2014	Passenger
Nissan	13V136	Infiniti	FX35	2003	Passenger
Nissan	13V136	Infiniti	FX45	2003	Passenger
Nissan	13V136	Infiniti	I-30	2001	Passenger
Nissan	13V136	Infiniti	I35	2002-2003	Passenger
Nissan	13V136	Infiniti	QX4	2002-2003	Passenger
Nissan	13V136	Nissan	Maxima	2001-2003	Passenger
Nissan	13V136	Nissan	Pathfinder	2001-2003	Passenger
Nissan	13V136	Nissan	Sentra	2002-2003	Passenger
Nissan	14V340	Infiniti	FX	2003-2005	Passenger
Nissan	14V340	Infiniti	I35	2003-2004	Passenger
Nissan	14V340	Infiniti	M	2006	Passenger
Nissan	14V340	Nissan	Pathfinder	2003-2004	Passenger
Nissan	14V340	Nissan	Sentra	2004-2006	Passenger
Nissan	14V701	Infiniti	FX35	2003-2005	Passenger
Nissan	14V701	Infiniti	FX45	2003-2005	Passenger
Nissan	14V701	Infiniti	I35	2003-2004	Passenger
Nissan	14V701	Infiniti	M35	2006	Passenger
Nissan	14V701	Infiniti	M45	2006	Passenger
Nissan	14V701	Nissan	Pathfinder	2003-2004	Passenger
Nissan	14V701	Nissan	Sentra	2004-2006	Passenger
Nissan	15V226	Infiniti	FX35	2003-2005	Passenger
Nissan	15V226	Infiniti	FX45	2003-2005	Passenger
Nissan	15V226	Infiniti	I35	2003-2004	Passenger
Nissan	15V226	Infiniti	M35	2006	Passenger
Nissan	15V226	Infiniti	M45	2006	Passenger
Nissan	15V226	Nissan	Sentra	2006	Passenger
Nissan	16V349	Infiniti	FX35	2003-2008	Passenger
Nissan	16V349	Infiniti	FX45	2003-2008	Passenger
Nissan	16V349	Infiniti	I30	2003-2004	Passenger
Nissan	16V349	Infiniti	I35	2003-2004	Passenger
Nissan	16V349	Infiniti	M35	2006-2010	Passenger
Nissan	16V349	Infiniti	M45	2006-2010	Passenger
Nissan	16V349	Nissan	Versa	2007-2011	Passenger
Nissan	15V226	Infiniti	FX35	2003-2005	Passenger
Nissan	15V226	Infiniti	FX45	2003-2005	Passenger
Nissan	15V226	Infiniti	I35	2003-2004	Passenger
Nissan	15V226	Infiniti	M35	2006	Passenger



<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>
Nissan	15V226	Infiniti	M45	2006	Passenger
Nissan	17V028	Nissan	FX35	2005-2008	Passenger
Nissan	17V028	Nissan	FX45	2005-2008	Passenger
Nissan	17V028	Nissan	M35	2006-2010	Passenger
Nissan	17V028	Nissan	M45	2006-2010	Passenger
Nissan	17V028	Nissan	Versa	2007-2009, 2012	Passenger
Nissan	17V068	Infiniti	QX4	2002	Passenger
Nissan	17V068	Nissan	Pathfinder	2002	Passenger
Subaru	14V399	Subaru	Baja	2003-2004	Passenger
Subaru	14V399	Subaru	Impreza	2004	Passenger
Subaru	14V399	Subaru	Legacy	2003-2004	Passenger
Subaru	14V399	Subaru	Outback	2003-2004	Passenger
Subaru	14V471	Subaru	Baja	2003-2005	Passenger
Subaru	14V471	Subaru	Impreza	2004-2005	Passenger
Subaru	14V471	Subaru	Legacy	2003-2005	Passenger
Subaru	14V471	Subaru	Outback	2003-2005	Passenger
Subaru	14V763	Saab	9-2X	2005	Passenger
Subaru	14V763	Subaru	Baja	2003-2005	Passenger
Subaru	14V763	Subaru	Impreza	2004-2005	Passenger
Subaru	14V763	Subaru	Legacy	2003-2005	Passenger
Subaru	14V763	Subaru	Outback	2003-2005	Passenger
Subaru	15V323	Subaru	Impreza Sedan/Station Wagon	2004-2005	Passenger
Subaru	15V323	Subaru	Baja	2003-2004	Passenger
Subaru	15V323	Subaru	Legacy	2003-2008	Passenger
Subaru	15V323	Subaru	Outback	2003-2008	Passenger
Subaru	16V358	Saab	9-2X	2006	Passenger
Subaru	16V358	Subaru	Baja	2003-2006	Passenger
Subaru	16V358	Subaru	Forester	2009-2011	Passenger
Subaru	16V358	Subaru	Impreza	2006-2011	Passenger
Subaru	16V358	Subaru	Legacy	2003-2004, 2009-2011	Passenger
Subaru	16V358	Subaru	Outback	2003-2004, 2009-2011	Passenger
Subaru	16V358	Subaru	Tribeca	2006-2011	Passenger
Subaru	16V359	Saab	9-2X	2006	Passenger
Subaru	16V359	Subaru	Baja	2003-2006	Passenger
Subaru	16V359	Subaru	Impreza	2006-2008	Passenger



<b>Manufacturer</b>	<b>Recall</b>	<b>Make</b>	<b>Model</b>	<b>Model Years</b>	<b>Side(s)</b>
Subaru	16V359	Subaru	Legacy	2003-2004	Passenger
Subaru	16V359	Subaru	Outback	2003-2004	Passenger
Subaru	16V359	Subaru	Tribeca	2006-2008	Passenger
Subaru	16V361	Subaru	Baja	2003-2004	Passenger
Subaru	16V361	Subaru	Legacy	2003-2004	Passenger
Subaru	16V361	Subaru	Outback	2003-2004	Passenger
Subaru	15V323	Saab	9-2x	2005	Passenger
Subaru	17V014	Subaru	Baja	2005-2006	Passenger
Subaru	17V014	Subaru	Forester	2009-2012	Passenger
Subaru	17V014	Subaru	Impreza	2006-2011	Passenger
Subaru	17V014	Subaru	Legacy	2009-2012	Passenger
Subaru	17V014	Subaru	Outback	2009-2012	Passenger
Subaru	17V014	Subaru	Tribeca	2006-2012	Passenger
Subaru	17V014	Subaru	WRX	2012	Passenger
Subaru	17V016	Saab	9-2X	2006	Passenger
Subaru	17V016	Subaru	Baja	2005-2006	Passenger
Subaru	17V016	Subaru	Impreza	2006-2008	Passenger
Subaru	17V016	Subaru	Tribeca	2006-2008	Passenger
Subaru	17V026	Subaru	Baja	2005-2006	Passenger
Subaru	17V026	Subaru	Forester	2009	Passenger
Subaru	17V026	Subaru	Impreza	2006-2009	Passenger
Subaru	17V026	Subaru	Legacy	2009	Passenger
Subaru	17V026	Subaru	Outback	2009	Passenger
Subaru	17V026	Subaru	Tribeca	2006-2009	Passenger
Toyota	13V133	Lexus	SC430	2002-2004	Passenger
Toyota	13V133	Toyota	Corolla	2003-2004	Passenger
Toyota	13V133	Toyota	Matrix	2003-2004	Passenger
Toyota	13V133	Toyota	Sequoia	2002-2004	Passenger
Toyota	13V133	Toyota	Tundra	2003-2004	Passenger
Toyota	14V312	Lexus	SC	2002-2004	Passenger
Toyota	14V312	Toyota	Corolla	2003-2004	Passenger
Toyota	14V312	Toyota	Matrix	2003-2004	Passenger
Toyota	14V312	Toyota	Sequoia	2002-2004	Passenger
Toyota	14V312	Toyota	Tundra	2003-2004	Passenger
Toyota	14V350	Lexus	SC430	2003-2005	Passenger
Toyota	14V350	Toyota	Corolla	2003-2005	Passenger
Toyota	14V350	Toyota	Matrix	2003-2005	Passenger
Toyota	14V350	Toyota	Sequoia	2003-2005	Passenger

Manufacturer	Recall	Make	Model	Model Years	Side(s)
Toyota	14V350	Toyota	Tundra	2003-2005	Passenger
Toyota	14V655	Lexus	SC	2002-2005	Passenger
Toyota	14V655	Toyota	Corolla	2003-2005	Passenger
Toyota	14V655	Toyota	Matrix	2003-2005	Passenger
Toyota	14V655	Toyota	Sequoia	2002-2005	Passenger
Toyota	14V655	Toyota	Tundra	2003-2005	Passenger
Toyota/GM	14V312	Pontiac	Vibe	2003-2004	Passenger
Toyota/GM	14V350	Pontiac	Vibe	2003-2005	Passenger
Toyota/GM	14V655	Pontiac	Vibe	2003-2005	Passenger
Toyota	16V127	Toyota	Corolla	2008	Passenger
Toyota	16V127	Toyota	Corolla Matrix	2008	Passenger
Toyota	16V127	Lexus	SC430	2008-2010	Passenger
Toyota	16V127	Pontiac	Vibe	2008	Passenger
Toyota	16V128	Toyota	Corolla	2008	Passenger
Toyota	16V128	Toyota	Corolla Matrix	2008	Passenger
Toyota	16V128	Lexus	SC430	2008-2010	Passenger
Toyota	16V128	Pontiac	Vibe	2008	Passenger
Toyota	16V340	Lexus	ES 350	2007-2011	Passenger
Toyota	16V340	Lexus	GX460	2010-2011	Passenger
Toyota	16V340	Lexus	IS 250	2006-2011	Passenger
Toyota	16V340	Lexus	IS 250C	2010-2011	Passenger
Toyota	16V340	Lexus	IS 350	2006-2011	Passenger
Toyota	16V340	Lexus	IS 350C	2010-2011	Passenger
Toyota	16V340	Lexus	IS F	2008-2011	Passenger
Toyota	16V340	Toyota	4Runner	2010-2011	Passenger
Toyota	16V340	Toyota	Corolla	2009-2011	Passenger
Toyota	16V340	Toyota	Corolla Matrix	2009-2011	Passenger
Toyota	16V340	Toyota	Sienna	2011	Passenger
Toyota	16V340	Toyota	Scion xB	2008-2011	Passenger
Toyota	16V340	Toyota	Yaris Hatchback	2006-2011	Passenger
Toyota	16V340	Toyota	Yaris Sedan	2007-2011	Passenger
Toyota	16V340	Pontiac	Vibe	2009-2010	Passenger
Toyota	17V006	Lexus	ES 350	2007-2009, 2012	Passenger
Toyota	17V006	Lexus	GX460	2012	Passenger
Toyota	17V006	Lexus	IS 250	2006-2009, 2012	Passenger
Toyota	17V006	Lexus	IS 250C	2012	Passenger
Toyota	17V006	Lexus	IS 350	2006-2009, 2012	Passenger

Manufacturer	Recall	Make	Model	Model Years	Side(s)
Toyota	17V006	Lexus	IS 350C	2012	Passenger
Toyota	17V006	Lexus	IS F	2008-2009, 2012	Passenger
Toyota	17V006	Lexus	LFA	2012	Passenger
Toyota	17V006	Toyota	4Runner	2012	Passenger
Toyota	17V006	Toyota	Corolla	2009, 2012	Passenger
Toyota	17V006	Toyota	Corolla Matrix	2009, 2012	Passenger
Toyota	17V006	Toyota	Sienna	2012	Passenger
Toyota	17V006	Toyota	Yaris Hatchback	2007-2009	Passenger
Toyota	17V006	Toyota	Yaris Sedan	2007-2009, 2012	Passenger
Toyota	17V006	Pontiac	Vibe	2009	Passenger

**I. Takata Was a Major Manufacturer of Airbags and Inflators.**

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

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

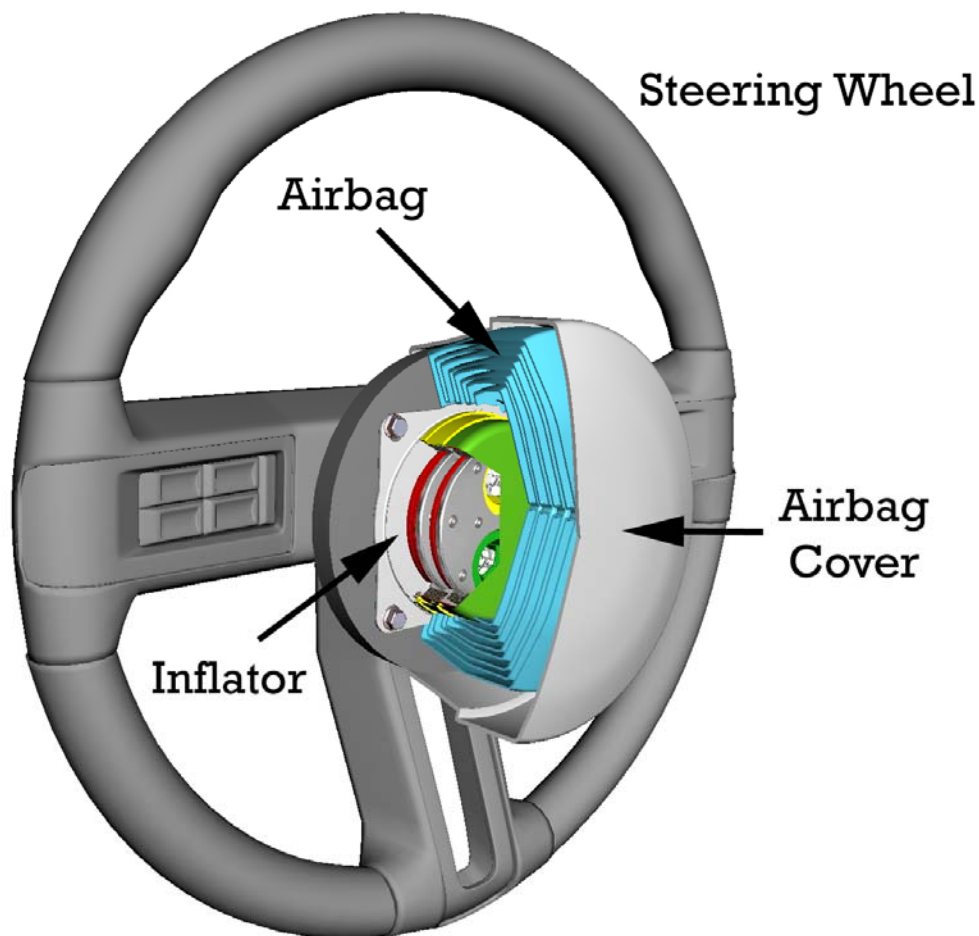
92. Takata manufactured, distributed, and sold Defective Airbags that can cause serious bodily injury or death; and intentionally concealed the foregoing from Plaintiffs, Class members, and federal regulators.

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

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

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

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



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

96. In the late-1990s, Takata's managers pressured its engineers in Michigan to devise a lower cost propellant based upon ammonium nitrate, a compound used in fertilizer and explosives.

97. Ammonium nitrate is a dangerous material that should not be used in airbags. It is an inherently volatile and unstable chemical.

98. Daily temperature swings are large enough for ammonium nitrate to cycle through three of its five crystalline states, adding to its volatility. It also readily absorbs moisture from the atmosphere. The chemical's sensitivity to temperature and moisture cause it to break down over time, which in turn results in violent detonation or the chemical becoming effectively inert. As one explosives expert bluntly stated in *The New York Times*, ammonium nitrate "shouldn't be used in airbags," and it is better suited to large demolitions in mining and construction.

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

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

101. In 1999, as the ammonium nitrate design was being considered, Takata's engineering team in Moses Lake, Washington, raised objections and pointed to publicly available explosives manuals that warned of the risk of disintegration and irregular, overly-energetic

combustion. As one former Takata engineer noted, “ammonium nitrate stuck out like a sore thumb,” and yet his team was given only “a couple days” to do its review.

102. Not surprisingly, other major airbag manufacturers, including Autoliv and Key Safety Systems, have reportedly avoided or abandoned using ammonium nitrate as a primary inflator propellant. Indeed, Takata’s representative confirmed at a Congressional hearing in June 2015 that Takata is the only major airbag manufacturer that uses ammonium nitrate as a primary propellant in its inflators.

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

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

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

106. In a 2007 patent for allegedly phase stabilized ammonium nitrate that incorporates a scavenging additive designed to retain moisture in an effort to prevent these catastrophic inflator ruptures (also known as a desiccant), Takata representatives noted the following:

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

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

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

109. Takata submitted another patent application with purported "fixes" for ammonium-nitrate propellant as recently as 2013. These ongoing, albeit unsuccessful, efforts show that Takata knew, and disclosed to industry participants like Ford, throughout the relevant period that its airbags were defective.

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

110. Takata and Ford became further aware of the instability of its ammonium-nitrate propellant from the persistent and glaring quality control problems that Takata encountered in its manufacturing operations. The Takata plants that manufactured the airbags and inflators at issue in this Complaint include plants located in Moses Lake, Washington, LaGrange, Georgia, and Monclova, Mexico.

111. Starting in 2001, engineers at Takata's Monclova, Mexico plant identified a range of problems, including rust, which they said could have caused inflators to fail. Between 2001 and 2003, Takata struggled with at least 45 different inflator problems, according to dozens of internal reports titled "potential failures" and reviewed by *Reuters*. On at least three occasions between 2005 and 2006, Takata engineers struggled to eliminate leaks found in inflators, according to

engineering presentations. In 2005, Shainin, a U.S. consulting firm, found a pattern of additional problems.

112. Underscoring Takata's reckless use of the volatile and unstable ammonium nitrate, on March 31, 2006, the Monclova, Mexico plant was rocked by violent explosions in containers loaded with propellant. Ford was made aware of this incident soon after it occurred.

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

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

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

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



**III. Ford's Knowledge of the Inflator Defect**

**A. Ford Knew Takata Was Using Ammonium Nitrate in the Propellant in Its Inflators from the Inception**

117. At all relevant times, Ford exercised close control over its suppliers, including airbag and airbag-inflator suppliers. Ford prepared and maintained design specifications for both the airbag and inflator, which suppliers like Takata were and are required to meet.

118. Ford, along with other U.S. auto makers, developed uniform specifications known as the USCAR (United States Council for Automotive Research) Specifications for airbags to be used in its vehicles. The purpose of the USCAR Specifications was, among other things, to set uniform safety standards for component parts such as airbags.

119. The USCAR Specifications issued by 2002 have more stringent requirements in the event that an airbag manufacturer seeks to use ammonium nitrate in its propellant in the airbag inflator. Among other things, the supplier was required to provide evidence to Ford of the propellant's burn rate stability and proof that it had been phase-stabilized—requirements that did not apply to other types of propellants. These unique requirements applicable to ammonium-nitrate propellants demonstrate Ford's clear understanding—well before it purchased Defective Airbags from Takata—of the risks inherent in placing ammonium nitrate within metal containers just a few feet from vehicle occupants.

120. In what Ford refers to as “bookshelving,” the process by which Ford initially approves of new technologies from component suppliers, Ford closely reviewed Takata's proposed airbag designs. The “bookshelving” process is intended to act as the “guardians at the gate.” From the beginning of this “bookshelving” process, Ford was fully aware that Takata intended to use an ammonium nitrate-based propellant.

121. Ford's own inflator expert refused to "bookshelf" Takata's inflators because of their use of the ammonium-nitrate-based propellant. Ford nevertheless approved the use of Takata's inflators made with ammonium-nitrate propellant in or around September 2000. Before the Takata inflators could be used in specific Ford models, the specific inflators to be used would still need to undergo design validation (DV) testing and production validation (PV) testing as well. Ford first installed Takata inflators (the SDI) in its 2004 model year Ford Ranger.

**B. Ford Knew Takata's Inflators Could Not Meet Ford's Own Specifications, But Repeatedly Granted Takata "Deviations" to Allow Them to be Used Anyway**

122. Although Ford participated in the development of the USCAR Specifications to establish uniform safety requirements for the protection of its customers, Takata was repeatedly unable to meet the specifications in a variety of categories. This was a continuing source of discussion between Ford and Takata, and resulted in efforts to avoid the application of the USCAR Specifications.

123. For example, in an October 2003 fax to Takata, a Ford engineer queried whether they could avoid meeting the USCAR Specifications for certain airbag inflators, saying: "We found a loop hole where we do not need to meet USCAR since the spec[ification] was not release[d] when we signed the SOW [Statement of Work]."

124. In 2004, Ford was aware that Takata's inflators could not meet the USCAR Specifications for a number of different models and in a number of different areas. Among other areas, Takata inflators were failing the USCAR Specifications requirements for ballistic variability and heat aging (a test designed to replicate the performance of the inflator after it has spent time in the field). The failure of Takata's inflators to meet the USCAR Specifications generated grave concerns for meeting production deadlines for Ford vehicles, as Ford would not have been able to manufacture and sell vehicles unless it equipped them with airbags.

125. Although Ford required Takata to put forward plans and matrices for bringing their inflators into compliance with the USCAR Specifications, these plans showed that it would be years before Takata could produce a fully-compliant inflator.

126. Takata's inability to meet USCAR Specifications led one senior Ford engineer, as early as August 2004, to threaten: "If I ever see another bag integrity issue (*e.g.*, bag tear, burst, comb etc.), I will have Takata desourced on all future programs (including current ones)." Yet Ford continued to see bag integrity issues and worse with Takata, but never followed through on its threat to "desource" Takata. To the contrary, Ford dramatically increased its business with Takata.

127. Ford was under pressure to use Takata's inflators to keep to production schedules for certain of its vehicles. For example, in November 2004, when Ford engineers in its Core Engineering department refused to approve Takata's defective inflators for use in Ford vehicles, Takata went "up the ladder at Ford" and collaborated with Ford's senior management to "override" the engineer's informed judgment. Without Takata's inflators, Ford would not have had airbags to install in its vehicles, which would have thrown off Ford's production schedules. So Ford again granted Takata the specification deviations it needed, and the Defective Airbags continued being used in Ford's vehicles.

128. A Ford engineer would later admit that Ford's own inflator expert had been opposed to the use of ammonium nitrate because of phase stability concerns and moisture sensitivity, but that he had been overruled by that same higher level Ford safety engineer. The Ford engineer also commented that he likewise had accepted the use of ammonium nitrate in the past because he had "a gun to his head"—meaning Ford would be unable to manufacture and sell vehicles in time unless it accepted airbags that it knew failed to meet crucial safety specifications.

129. In 2005, Takata's inflators still required deviations from the USCAR Specifications. And Ford continued to grant the deviations, including deviations from the specifications for ballistic variability, for vehicles that would be launched in model years 2007 and 2008.

130. By 2007, Ford had set up an “Inflator Jury Review” process to deal with Takata’s continued need for deviations from the USCAR Specifications. Takata was the only airbag supplier for which Ford used this process. Describing the purpose of the process to Takata, a Ford engineer explained: “Basically the purpose of the new requirement is to allow you to sell us on why we should accept an inflator that does not meet our requirements. . . Think of yourself as a car salesman trying to convince a potential customer to purchase a vehicle that does not meet all of their wants.”

131. Takata passed the “Jury Review” and Ford chose to continue accepting and selling inflators that did not meet its requirements.

**C. Ford Knew Ruptures Had Occurred During Takata’s Testing of Inflators**

132. Ford was fully aware that there had been multiple ruptures of Takata inflators intended for use in Ford vehicles during pre-production testing of the inflators by Takata.

133. Specifically, Ford took steps to use a new model of Takata inflator (known as the PSDI-5) that also used the ammonium nitrate-based propellant supplied for its Ford Fusion vehicles. Before the Takata inflators could be supplied to Ford, they needed to complete both DV testing—testing which validates the design of prototypes of the inflator—and PV testing—testing which validates the final production version of the inflator.

134. Takata told Ford that its inflators had experienced ruptures during both DV testing and PV testing. In fact, in November 2004, Takata reported that, after conducting “post sequential environment” testing—testing that is designed to replicate how the inflator will perform after time spent on the road - 12 out of 52 inflators experienced “structural compromise” (*i.e.*, a rupture) during DV testing (a failure rate of almost 1 in 4), and that an additional 2 inflators ruptured during PV testing.

135. Ford had never experienced ruptures before with any other supplier’s inflators during design validation (DV) or production validation (PV) testing.

136. Takata's conclusion on the root cause of the ruptures was that moisture trapped inside the auto-ignition tablets in the inflator during production was somehow released and degraded the propellant during post-environmental testing. The moisture affected the propellant by causing it to have a lower density that created a larger surface area during ignition, which in turn resulted in a higher burning rate for the propellant tablets. This higher burning rate led to the ruptures. Ford was thus aware, no later than 2004, that Takata's inflators were prone to rupture when the ammonium-nitrate propellant degraded following exposure to moisture, the same process that NHTSA identified—more than ten years later—as the cause of hundreds of field ruptures.

**D. Ford Adopted the Use of Desiccant in Certain Takata Inflators, but Failed to Recall Non-Desiccated Inflators in Its Vehicles on the Road and Continued to Put Non-Desiccated Inflators from Takata into its Vehicles**

137. As a countermeasure to the multiple failures of the Takata inflators during testing, Ford proposed the idea of adding a desiccant (a drying agent) to the inflators. The intention was for the desiccant to attract moisture away from the propellant and towards the desiccant. Ford understood that the desiccant had a capacity limit, at which point it would cease to absorb water and could release moisture back into the propellant. Nonetheless, Ford approved the use of desiccated PSDI-5 inflators in its airbag modules and used them in certain Ford vehicles beginning in 2005. However, Ford realized that this desiccant only delayed the degradation process, and the PSDI-5 inflators have also now been recalled as a result.

138. Despite its knowledge that the Takata inflators installed previously in its vehicles and in vehicles still in production contained non-desiccated ammonium nitrate-based propellant, Ford did not take steps to recall the Takata inflators in the field. In fact, Ford continued to install non-desiccated airbag inflators in its vehicles through 2014.

**E. Ford Knew Ruptures of Takata Inflators Had Occurred in the Field and Knew Other Auto Makers Were Recalling Takata Inflators**

139. Ford tracked public incidents and recalls involving Takata airbags and was well aware of the escalating numbers of ruptures and recalls resulting from the Inflator Defect.

140. Any cursory attention paid to Takata's track record should have further fueled Ford's concern over ammonium nitrate inflators. Takata airbags made it to market in model year 2001. By 2003, there were two ruptures, including one that led to a fatality in Arizona.

141. Additional, alarming incidents continued to mount regularly, including a rupture in 2004 in Alabama, and a trio of incidents in the summer of 2007. These four incidents took place in Honda vehicles, and notably, Honda filed a standard report with U.S. safety regulators for each of them.

142. Had it acted as a reasonable automaker, Ford would have stopped equipping its vehicles with dangerous Takata airbags after these incidents. Moreover, by November 2008—well after Ford had accumulated significant knowledge regarding the troubling risks of Takata airbags—Honda issued its first public recall in the United States. The recall notice expressly noted the risk that Takata airbags “could produce excessive internal pressure,” causing “the inflator to rupture,” and/or spraying metal fragments through the airbag cushion (“2008 Recall”). Coupled with its ongoing concerns over this precise risk, Ford had every obligation to act swiftly to protect their past and prospective consumers, and yet they did not.

143. Tragically, this failure would then be repeated serially over the next five years. Following the 2008 Honda recall, additional ruptures took place, many causing accidents, injuries, and/or fatalities. By 2009, Honda had issued its second recall in the United States, putting Ford on still further notice of the Inflator Defect. This pattern of incidents and recalls continued unabated—with increasingly large recalls of Takata airbags issued in 2010, 2011, and 2013—and yet prompted no response from Ford. Stunningly, Ford continued to equip its vehicles with dangerous Defective Inflators and concealed its knowledge of the Inflator Defect from consumers and regulators.

144. Ford employees were well aware in late 2008 and early 2009 that Honda vehicles were being recalled because Takata inflators could rupture and cause serious injury to vehicle occupants from metal shrapnel.

145. Ford engineers recognized that, as the Takata inflators aged in Ford vehicles, the inflators could exhibit the same condition present in the Takata inflators in Honda vehicles that were subject to recall. When told by Takata that the recall of Honda vehicles did not affect Ford vehicles with Takata inflators, Ford did not accept Takata's explanation. Yet Ford would still wait years before it initiated any safety recall of its own.

146. Additionally, by August 2009, Ford was aware that ruptures of Takata inflators in Honda vehicles had caused at least one death.

147. And by July 2010, Ford was aware that Nissan was also recalling vehicles with Takata inflators due to the same risk of rupture.

**F. Ford Also Knew that a Safer Alternative Propellant Was Available**

148. As early as 2001, Ford received a presentation from one of Takata's competitors regarding the advantages of an alternative propellant-guanidine nitrate (GuNi)-over ammonium nitrate. Among the comparative advantages described were "low ballistic variability" and "improved thermal stability at elevated temperatures."

149. At a meeting in 2005, Ford questioned Takata why it was not developing a non-ammonium nitrate based propellant and recognized that Takata's competitors used other types of propellants, including GuNi, that required fewer deviations from the USCAR Specifications.

150. In an October 2010 meeting between Ford and Takata, a Ford engineer directly told Takata that he was "concerned that AN [ammonium nitrate] has issues with phase stability and moisture sensitivity." In addition, a Ford engineer mentioned, there was a perception that the GuNi propellant offered more advantages than ammonium nitrate, but was more expensive. In fact, by that point in time, the European Union (E.U.) was demanding non-ammonium-nitrate propellants for future vehicle programs in the E.U.

**G. Despite Its Knowledge, Ford Delayed Recalling Its Vehicles**

151. By 2013, in addition to the above, Ford was aware that (a) the Takata AN inflators had experienced at least a dozen ruptures in the field; and (b) the Takata AN inflators were associated with vehicle recalls by Honda, Toyota, Nissan and Mazda.

152. On April 11, 2013, Takata filed a Defect Information Report (“DIR”) titled “Certain Airbag Inflators Used as Original Equipment.” While it sought to cabin the scope of the problem, it again openly admitted concerns over propellant moisture absorption and deterioration, as well as “over-aggressive combustion” and inflator “rupture.” Shortly thereafter, six major automakers, including Nissan, Mazda, BMW, Pontiac, and Honda, issued recalls of 3.6 million vehicles containing Takata airbags. Ford, by contrast, remained silent.

153. It was not until 2014, however, that Ford finally issued a very limited recall of its vehicles that contained Takata airbag inflators. In fact, Ford would not even agree with NHTSA to term it a “Safety Recall,” and instead misleadingly identified it as a “Field Service Action.” On June 19, 2014, Ford recalled its 2005-2008 Ford Mustangs, 2005-2006 Ford GTs, and 2004-2005 Ford Rangers. The “Field Service Action” was limited to vehicles purchased in “high absolute humidity areas,” which included Florida, Hawaii, Puerto Rico, and the U.S. Virgin Islands. The recall amounted to less than 60,000 vehicles.

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

155. By November 18, 2014, it was clear to NHTSA that even the extensive recalls to date were insufficient. NHTSA therefore demanded a national recall from many automakers and began speaking out more forcefully against those automakers’ endless delay and intransigence in the face of a deadly risk.



156. Ford's disinterest in expending resources to protect its customers continued to stand out. Whereas Honda announced an advertising campaign in March 2015 to promote the recall—a step it could and should have taken a decade ago—Ford could not be bothered with even that belated step.

157. On May 18, 2015, Takata filed four DIRs with NHTSA and agreed to a Consent Order regarding its (1) PSDI, PSDI-4, and PSDI-4K driver airbag inflators; (2) SPI passenger airbag inflators; (3) PSPI-L passenger airbag inflators; and (4) PSPI passenger airbag inflators, respectively. Takata admitted that “a defect related to motor vehicle safety may arise in some of the subject inflators.” In testimony presented to Congress following the submission of its DIRs, Takata's representative admitted that the use of ammonium nitrate is a factor that contributes to the tendency of Takata's airbags to rupture, and that as a result, Takata will phase out the use of ammonium nitrate.

158. At this juncture, Ford could have easily taken the obvious step of discontinuing use of ammonium nitrate, in addition to immediate, complete recalls, even if the DIRs did not yet implicate all ammonium-nitrate inflators. It did not. Takata would go on to issue additional DIRs, including in January 2016, January 2017, and January 2018.

159. As a result of Takata's admission that its inflators are defective, the total number of recalled vehicles nationwide will exceed 40 million.

160. In connection with the June 2014 recall, Ford informed NHTSA that it had searched its databases and had not found any reported inflator ruptures due to humidity. Ford, however, failed to inform NHTSA that it was aware of the multiple ruptures during DV testing and PV testing of Takata inflators that had occurred in 2004, and that it was aware that a root cause of those ruptures was determined to be exposure to moisture. Around that same time, Ford transferred one of its inflator experts, who had previously raised concerns about the use of ammonium nitrate, off projects involving inflators and the recall.

161. Only a couple of months after the “Field Service Action,” a rupture occurred in a 2007 Ford Mustang outside of the “high absolute humidity” areas. It was not until after this

incident that Ford was prompted to expand the recall of 2005-2008 Ford Mustangs to be national in scope in December 2015.

162. Similarly, it was not until an additional incident occurred in the field—this time with fatal consequences—that Ford again expanded its recalls.

163. On December 22, 2015, an individual named Joel Knight, age 52, was driving his 2006 Ford Ranger in South Carolina when he hit a stray cow in the road. His Takata airbag deployed and ruptured, expelling a piece of shrapnel that severed his spinal cord and killed him.

164. Ford, again reacting only after an incident in the field, expanded its recalls in January 2016 to include the 2006 Ford Ranger that Mr. Knight had been driving.

165. Over the past 15 years that Ford and its supplier have known there was a problem with the safety of their airbags, there have been at least 22 deaths and hundreds of injuries linked to the Defective Airbags worldwide. As detailed above, the incidents date back to at least 2003. In fact, in just the past two years, Ford has received numerous reports rupture and aggressive-deployment incidents in its vehicles involving Takata airbags. Ford knew of the Inflator Defect by virtue of these incidents—among many other sources of knowledge—but failed to disclose the nature and scope of the Inflator Defect.

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

167. The risk of injury to Ford's customers and the occupants of Ford vehicles remains very real and is exacerbated by Ford's poor and delayed execution of the recalls.

**IV. Ford Sold Its Vehicles As “Safe” and “Reliable”**

168. At all relevant times, in advertisements and promotional materials, Ford continuously maintained that its vehicles were safe and reliable. Plaintiffs, directly or indirectly, viewed or heard such advertisements or promotional materials prior to purchasing or leasing Class Vehicles. The misleading statements about Class Vehicles’ safety in Ford’s advertisements and promotional materials, as well as Ford’s omissions regarding the Inflator Defect, were material to decisions to purchase or lease Class Vehicles.

169. Examples of Ford’s safety and reliability representations, from 2000 through the present, include the following:

- In 2004, Ford declared on its website that new NHTSA standards permitted it to “design [airbag] systems that can help further reduce airbag inflation injury risks for a broader range of front-seat occupants,” and that “Ford Motor Company continues to design vehicles with a high level of occupant protection.”
- In brochures for the 2004 Ford Ranger, Ford advertised that front driver and passenger airbags were standard features of the vehicle.
- In 2006, Ford represented in brochures that its cars possessed “up-to-the-minute safety and security systems help protect you and your passengers out there on the road.”
- In 2006, Ford also represented in brochures that its cars contained a: “Personal Safety System®,” which “enhances protection for the driver and front passenger in certain frontal collisions. The system customizes the deployment of the dual-stage front airbags based on several criteria, including the driver’s seat position, whether the front safety belts are in use, the amount of pressure exerted on the front-passenger’s seat, and the overall severity of the impact.”

- In 2009, Ford represented on its website that its “new safety technologies enhance the performance of safety belts and airbags,” and “reduce the risk of injury to the driver and right-front passenger in the vent of a moderate to severe frontal collision.”
- In 2015, Ford represented on its website: “At Ford, we hold ourselves to very high standards for vehicle safety. The fact is, vehicle safety is a critical part of our brand promise to Go Further. We aim to give customers peace of mind and make the world safer by developing advanced safety technologies and making them available across a wide range of vehicles.”
- Throughout the Class Period, Monroney window stickers on Plaintiffs’ vehicles listed “Dual Front & Side Airbags” as “Safety/Security” features of the vehicles, without disclosing the defective nature of the airbags.

**V. Ford’s Inadequate Recalls and Failure to Assist Impacted Consumers**

**A. Slow and Inadequate Recalls**

170. Under the recalls required by NHTSA’s Coordinated Remedy Order, approximately 44 million vehicles will be recalled in the United States due to the Inflator Defect.

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

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

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

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

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

176. Congress has voiced concerns about this serious problem. Senators Richard Blumenthal and Edward J. Markey, in a letter to the Department of Transportation (“DOT”), said they were:

[A]larmed and astonished that NHTSA has endorsed a policy recently announced by Toyota and GM that dealers should disable passenger-side airbags and instruct against permitting passengers in the front seat if replacement parts for these airbags are unavailable. As a matter of policy, this step is extraordinarily troubling and potentially dangerous. As a matter of law . . . §30122(b) of the Motor Vehicle Safety Act (49 U.S.C.) prohibits a manufacturer from knowingly making a safety device inoperative unless the [DOT] issues a specific exemption. We are unaware of an exemption from your office in the case of Takata airbags.

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

**B. Failure to Provide Replacement Vehicles**

178. The Class Vehicles are not safe to drive. They have been recalled, and yet replacement of the Defective Airbags could take years. Due to Ford’s failures and misconduct, Plaintiffs and Class members are left with poor options: be without use of a vehicle; purchase,

lease, or rent a new vehicle until Ford completes the recall; or use a vehicle with a dangerous or disabled airbag over an extended period of time.

179. As Senators Blumenthal and Markey asserted, “all drivers deserve access to loaners or rental cars at no cost to them while they await repairs to their cars that make them safe enough to drive again.”

180. Ford has declined to provide loaner or replacement vehicles on a comprehensive basis.

**C. Defective Replacement Airbags**

181. Perhaps most alarming, the replacement components manufactured by Takata that Ford is using to “repair” certain recalled Class Vehicles suffer from the same Inflator Defect that plagues the parts being removed: they use ammonium nitrate as the inflator’s primary propellant. While Ford and Takata had previously assured the public that the Defective Airbags had been remedied and that the new airbags being placed in recalled vehicles were safe, in fact, Ford has been or will be required to recall model year 2013, 2014, 2015, and 2016 vehicles because of the risk of the Takata airbags rupturing.

182. Additionally, Takata has now admitted that replacement airbags installed in recalled vehicles are defective as well, and cannot assure the public that replacement inflators containing ammonium nitrate are safe and not prone to rupture. Indeed, Takata admitted in its submitted DIRs and at the June 2015 Congressional hearing that inflators installed in recalled vehicles as replacement parts are, in fact, defective and must be replaced yet again. Even recall notices issued in 2015 acknowledge that certain “replacement inflators are of the same design and materials as the inflators being replaced.”

183. Moreover, inspection of inflators manufactured by Takata as recently as 2014 and installed in Class Vehicles by automakers through the recall process reveals that the ammonium nitrate pellets within the inflators already show signs of moisture-induced instability, such as rust stains, the tendency to clump together, and size variations. As a result, neither Ford nor Takata

can reasonably assure Plaintiffs or Class members that Class Vehicles equipped with such post-recall replacement parts will be any safer than they were with the initial Defective Airbags.

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

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

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

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

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

188. Automotive Recycler Plaintiffs own, or have suffered losses on, more than 200 airbags that are currently subject to Takata-related recalls by Ford.

a. On information and belief, Butler has purchased at least the Class Vehicles identified in Exhibit A, including the airbag or airbags, and (i) still possesses any such airbag; (ii) sold any such airbag, or component of the airbag module, to Takata or Ford or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.

b. On information and belief, Cunningham has purchased at least the Class Vehicles identified in Exhibit B, including the airbag or airbags, and (i) still possesses any such

airbag; (ii) sold any such airbag, or component of the airbag module, to Takata or Ford or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.

c. On information and belief, Knox has purchased at least the Class Vehicles identified in Exhibit C, including the airbag or airbags, and (i) still possesses any such airbag; (ii) sold any such airbag, or component of the airbag module, to Takata or Ford or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.

d. On information and belief, Midway has purchased at least the Class Vehicles identified in Exhibit D, including the airbag or airbags, and (i) still possesses any such airbag; (ii) sold any such airbag, or component of the airbag module, to Takata or Ford or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.

e. On information and belief, Snyder's has purchased at least the Class Vehicles identified in Exhibit E, including the airbag or airbags, and (i) still possesses any such airbag; (ii) sold any such airbag, or component of the airbag module, to Takata or Ford or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.

f. On information and belief, Weaver has purchased at least the Class Vehicles identified in Exhibit F, including the airbag or airbags, and (i) still possesses any such airbag; (ii) sold any such airbag, or component of the airbag module, to Takata or Ford or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled; or



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

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

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

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

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

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

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

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

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

### **Fraudulent Concealment**

194. Upon information and belief, Takata has known of the Inflator Defect in its Defective Airbags since at least 1990s. Prior to installing the Defective Airbags in its vehicles, Ford knew or should have known of the Inflator Defect, because Takata informed Ford that the Defective Airbags contained the volatile and unstable ammonium nitrate. In addition, Ford was made aware of the Inflator Defect in Takata's airbags no later than 2004, when airbags ruptured during safety testing. And Ford again was made aware of the Inflator Defect in Takata's airbags no later than 2008, when Honda began issuing recalls for airbag ruptures. Ford has concealed from or failed to notify Plaintiffs, Class members, and the public of the full and complete nature of the Inflator Defect.

195. Although Ford has now acknowledged to safety regulators that many of Takata's airbags are defective, for years, Ford did not fully investigate or disclose the seriousness of the issue and in fact downplayed the widespread prevalence of the problem. Indeed, even today, Ford seeks to downplay the severity of the problem.

196. Any applicable statute of limitations has therefore been tolled by Ford's knowledge, active concealment, and denial of the facts alleged herein, which behavior is ongoing.

#### **Estoppel**

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

#### **Discovery Rule**

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

199. Plaintiffs and Class members, however, had no realistic ability to discern that the vehicles were defective until—at the earliest—after either the Defective Airbag exploded or their vehicles were recalled. And even then, Plaintiffs and Class members had no reason to discover their causes of action because of Ford's and Takata's active concealment of the true nature of the defect.

#### **American Pipe Tolling**

200. A putative class action suit on behalf of a nationwide class of consumers was brought against Ford on October 27, 2014. *Dunn, et al. v. Takata Corporation, et al.*, No. 14-cv-24009 (S.D. Fla.). At the time it was brought, Plaintiffs and the other Class members in this case were part of the classes alleged in the *Dunn* action.

201. Accordingly, pursuant to *American Pipe and Construction Co. v. Utah*, 414 U.S. 538 (1974), the claims of Plaintiffs and other Class members were tolled from at least October 27, 2014. Additional class actions filed by Plaintiffs following the *Dunn* action provide additional bases for *American Pipe* tolling.

### **CLASS ACTION ALLEGATIONS**

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

#### **I. The Nationwide Consumer Class**

203. Plaintiffs bring this action and seek to certify and maintain it as a class action under Rules 23(a); (b)(2); and/or (b)(3); and/or c(4) of the Federal Rules of Civil Procedure on behalf of themselves and a Nationwide Consumer Class defined as follows:

**All persons in the United States who, prior to the date on which the Class Vehicle was recalled, entered into a lease or bought a Class Vehicle, and who (i) still own or lease the Class Vehicle, or (ii) sold the Class Vehicle after the**

**date on which the Class Vehicle was recalled, or (iii) following an accident, whose Class Vehicle was declared a total loss after the date on which the Class Vehicle was recalled.**

**II. The State Consumer Classes**

204. Plaintiffs allege statewide class action claims on behalf of classes in the following states: Arkansas; California; Florida; Georgia; Illinois; Louisiana; Maryland; New Jersey; North Carolina; Ohio; Oregon; Pennsylvania; South Carolina; Tennessee; Texas; and Virginia. Each of these State Consumer Classes is initially defined as follows:

**All persons who, prior to the date on which the Class Vehicle was recalled, entered into a lease or bought a Class Vehicle in the state of \_\_\_\_ (e.g., Florida), and who (i) still own or lease the Class Vehicle, or (ii) sold the Class Vehicle after the date on which the Class Vehicle was recalled, or (iii) following an accident, whose Class Vehicle was declared a total loss after the date on which the Class Vehicle was recalled.**

**III. The Automotive Recycler Classes**

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

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

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

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

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

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

209. The proposed Nationwide Consumer Class, Statewide Consumer Classes, Nationwide Automotive Recyclers Class, State Automotive Recycler Classes, and their members are sometimes referred to herein as the "Class" or "Classes."

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

#### **IV. Numerosity**

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

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

**V. Predominance of Common Issues**

213. This action satisfies the requirements of Fed. R. Civ. P. 23(a)(2) and 23(b)(3) because questions of law and fact that have common answers that are the same for each of the respective Classes predominate over questions affecting only individual Class members. These include, without limitation, the following:

- a. Whether the Class Vehicles suffer from the Inflator Defect;
- b. Whether the Class Vehicles have suffered a diminution of value as a result of those Vehicles' incorporation of the airbags at issue;
- c. Whether Ford knew or should have known about the Inflator Defect, and, if so, how long Ford has known of the defect;
- d. Whether the defective nature of the Class Vehicles constitutes a material fact reasonable consumers would have considered in deciding whether to purchase a Defective Vehicle;
- e. Whether Ford had a duty to disclose the defective nature of the Class Vehicles to Plaintiffs and Class members;
- f. Whether Ford omitted and failed to disclose material facts about the Class Vehicles;

g. Whether Ford's concealment of the true defective nature of the Class Vehicles induced Plaintiffs and Class members to act to their detriment by purchasing the Class Vehicles;

h. Whether Ford's conduct tolls any or all applicable limitations periods by acts of fraudulent concealment, application of the discovery rule, or equitable estoppels;

i. Whether Ford misrepresented that the Class Vehicles were safe;

j. Whether Ford engaged in unfair, deceptive, unlawful and/or fraudulent acts or practices in trade or commerce by failing to disclose that the Class Vehicles were designed, manufactured, and sold with defective airbag inflators;

k. Whether Ford's conduct, as alleged herein, was likely to mislead a reasonable consumer;

l. Whether Ford's statements, concealments and omissions regarding the Class Vehicles were material, in that a reasonable consumer could consider them important in purchasing, selling, maintaining, or operating such vehicles;

m. Whether Ford violated each of the States' consumer protection statutes, and if so, what remedies are available under those statutes;

n. Whether the Class Vehicles were unfit for the ordinary purposes for which they were used, in violation of the implied warranty of merchantability;

o. Whether Plaintiffs and the Classes are entitled to a declaratory judgment stating that the airbag inflators in the Class Vehicles are defective and/or not merchantable;

p. Whether Ford's unlawful, unfair, and/or deceptive practices harmed Plaintiffs and the Classes;

q. Whether Ford has been unjustly enriched by their conduct;



r. What aggregate amounts of statutory penalties are sufficient to punish and deter Ford and to vindicate statutory and public policy;

s. How such penalties should be most equitably distributed among Class members;

t. Whether Ford and Takata, among others, conspired together to violate RICO; and

u. Whether Ford and Takata associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity.

**VI. Typicality**

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

**VII. Adequate Representation**

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

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

**VIII. Superiority**

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

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

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

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

221. Plaintiffs are not aware of any obstacles likely to be encountered in the management of this action that would preclude its maintenance as a class action. Rule 23 provides the Court with authority and flexibility to maximize the efficiencies and benefits of the class mechanism and reduce management challenges. The Court may, on motion of Plaintiffs or on its own determination, certify nationwide, statewide and/or multistate classes for claims sharing common legal questions; utilize the provisions of Rule 23(c)(4) to certify any particular claims, issues, or common questions of fact or law for class-wide adjudication; certify and adjudicate bellwether class claims; and utilize Rule 23(c)(5) to divide any Class into subclasses.

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

**REALLEGATION AND INCORPORATION BY REFERENCE**

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

**CLAIMS FOR RELIEF**

**I. Nationwide Claims**

**A. Federal Claims**

**COUNT 1**

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

224. Plaintiffs bring this Count on behalf of the Nationwide Consumer Class and the and the Nationwide Automotive Recycler Class against Ford.

225. Ford is a “person” under 18 U.S.C. § 1961(3).

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

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

**The Ford-Takata RICO Enterprise**

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

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

b. Takata, who, with Ford’s guidance, designed, manufactured, and sold millions of Defective Airbags knowing that they contained the Inflator Defect, the

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

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

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

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

230. While Ford participated in the conduct of the Ford-Takata RICO Enterprise, it had an existence separate and distinct from the Ford-Takata RICO Enterprise. Further, the Ford-Takata RICO Enterprise was separate and distinct from the pattern of racketeering in which Ford has engaged.

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

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

**Pattern of Racketeering Activity**

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

234. For Ford, the purpose of the scheme to defraud was to conceal the scope and nature of the Inflator Defect found in millions of Defective Airbags in the United States in order to sell more vehicles, to sell them at a higher price or for a higher profit, to avoid incurring the expenses associated with recalling vehicles plagued by the Inflator Defect, and to build Takata into a large supplier to rival its other suppliers and create cost competition. By concealing the scope and nature of the Inflator Defect in millions of vehicles containing Defective Airbags, Ford also maintained and boosted consumer confidence in the Ford and Takata brands, and avoided remediation costs

and negative publicity, all of which furthered the scheme to defraud and helped Ford sell more vehicles than they would otherwise have sold and for a much higher price or for a higher profit.

235. As detailed in the General Factual Allegations, Ford was well aware of the risks of using ammonium nitrate as the propellant in its airbag inflators, but intentionally subjected Plaintiffs and Class members to those risks or consciously disregarded those risks in order to maximize its profits. Moreover, even after Ford was aware of multiple ruptures in Takata inflators being validated for use in Ford vehicles, and even after the Inflator Defect began maiming and killing vehicle occupants in other manufacturers' vehicles in the field, Ford continued to conceal the nature and scope of the Inflator Defect.

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

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

238. To further the scheme to defraud, Ford promoted and touted the safety, reliability, and quality of its vehicles with airbags while simultaneously concealing the nature and scope of the Inflator Defect.

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

- a. Ford devised and furthered the scheme to defraud by use of the mail, telephone, and internet, and transmitted, or caused to be transmitted, by means of mail and

wire communication travelling in interstate or foreign commerce, writing(s) and/or signal(s), including the Ford website, communications with NHTSA, statements to the press, and communications with other members of the Ford-Takata RICO Enterprise, as well as advertisements and other communications to Ford's customers, including Plaintiffs and Class members; and

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

240. Ford's pattern of racketeering activity in violation of the mail and wire fraud statutes included but was not limited to the following:

a. During the relevant time period, Ford transmitted, or caused to be transmitted (which hereinafter also means that Ford acted with knowledge that the use of the interstate mails and wires would follow in the ordinary course of business, or such use was reasonably foreseeable), by means of mail and wire communication travelling in interstate or foreign commerce, between its offices in the United States, communications concerning the repeated failure of Takata's inflators to meet the USCAR Specifications, thereby recognizing that Takata's inflators installed in Ford vehicles could not meet Ford's own safety standards.

b. From 2004 through at least 2017, Ford repeatedly transmitted, or caused to be transmitted, by means of the mail and wire facilities travelling in interstate or foreign commerce, between Ford in Michigan and Takata's facilities in Georgia, Mexico, and/or Japan, countless shipments of, and payments for, millions of inflators. These regular, repeated shipments facilitated and furthered the scheme to defraud.

c. During the relevant time period, Ford transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, between Ford's facilities in Michigan, Europe, and/or various states within the U.S. and Takata's facilities in Japan, Mexico, and/or Michigan, communications



concerning the instability and ballistic variability of ammonium nitrate, thereby recognizing that Takata's inflators installed in Ford vehicles exposed vehicle occupants to an unacceptable risk of serious injury or death. Ford failed to timely disclose these facts to the public and regulators in order to conceal the scope and nature of the Inflator Defect and to promote the purported safety of Ford vehicles.

d. In or around July 2002, Ford transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, between Ford's facilities in Michigan and Takata's facilities in Japan, Mexico, and Michigan, communications concerning USCAR Specifications, which contained unique requirements for inflator propellants that used ammonium nitrate. Ford failed to timely disclose the failure of Takata's airbags to meet these requirements to the public and regulators in order to conceal the scope and nature of the Inflator Defect and to promote the purported safety of Ford vehicles.

e. On or around November 23, 2004, Ford transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, between Ford's facilities in Michigan and Takata's facilities in Japan, Mexico, and/or Michigan, communications concerning the rupture of a PSDI-5 during safety testing. Ford failed to timely disclose these facts and events to the public and regulators in order to conceal the scope and nature of the Inflator Defect and to promote the purported safety of Ford vehicles.

f. In or around November 2004, Ford transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, between Ford's facilities in Michigan and Takata's facilities in Japan, Mexico, and/or Michigan, communications concerning the refusal of Marshall Quade, a Ford engineer, to approve Takata's inflators for use in Ford vehicles. Ford failed to timely disclose these facts and events to the public and regulators in order to conceal the scope and nature of the Inflator Defect and to promote the purported safety of Ford vehicles.

g. On or around January 20, 2005, Ford transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, between Ford's facilities in Michigan and Takata's facilities in Japan, Mexico, and/or Michigan, communications concerning the rupture of a PSDI-5 during safety testing. Ford failed to timely disclose these facts and events to the public and regulators in order to conceal the scope and nature of the Inflator Defect and to promote the purported safety of Ford vehicles.

h. In or around December 2008, Ford transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, between Ford's facilities in Michigan and Europe, and Takata's facilities in Japan, Mexico, and/or Michigan, communications concerning the recall of Honda inflators containing ammonium nitrate and the relationship between Honda's and Ford's inflators. Ford failed to timely disclose these facts and events to the public and regulators in order to conceal the scope and nature of the Inflator Defect and to promote the purported safety of Ford vehicles.

i. In or around July 2009, Ford transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, between Ford's facilities in Michigan and Europe, communications concerning another recall of Honda inflators containing ammonium nitrate and the relationship between Honda's and Ford's inflators. Ford failed to timely disclose these facts and events to the public and regulators in order to conceal the scope and nature of the Inflator Defect and to promote the purported safety of Ford vehicles.

j. In or around October 2010, Ford transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, between Ford's facilities in Michigan and Europe and Takata's facilities in Europe, Japan and/or Michigan, communications concerning phase stability and moisture sensitivity issues inherent in Takata's ammonium-nitrate propellant. Ford failed to timely

disclose these facts and events to the public and regulators in order to conceal the scope and nature of the Inflator Defect and to promote the purported safety of Ford vehicles.

k. In or around June 2014, Ford caused to be transmitted by means of mail or wire communication travelling in interstate or foreign commerce, from Ford's offices in Michigan to federal regulators in Washington, D.C., e-mails and other communications limiting its efforts to alert its customer to the Inflator Defect to a "Field Service Action," even though NHTSA intended to call it a Safety Recall, thereby concealing the seriousness of the Inflator Defect and the urgency of having the Takata inflators replaced.

l. On or around June 19, 2014, Ford caused to be transmitted by means of mail or wire communication travelling in interstate or foreign commerce, from Ford's offices in Michigan to federal regulators in Washington, D.C., a letter representing to NHTSA that it had searched its databases and did not locate any reports of problems like the ones involved in the investigation into the Inflator Defect, thereby failing to inform NHTSA that Ford was aware of the multiple ruptures during DV testing and PV testing of Takata inflators that had occurred in 2004 where a root cause of those ruptures was determined to be exposure to moisture. Ford failed to timely disclose these facts and events to the public and regulators in order to conceal the scope and nature of the Inflator Defect and to promote the purported safety of Ford vehicles.

m. In October 2014, Ford caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, from Ford's offices in Michigan to vehicle owners across the country, letters stating that that "[i]t *may* be possible, if your vehicle experiences continued exposure to high levels of humidity, that the driver or passenger airbag inflator housing could rupture if the vehicle is involved in a crash . . . . If this occurs, it *may* increase the risk of injury to the vehicle occupants." This letter did not sufficiently communicate the severity of the threat to life and limb, and concealed the scope and nature of the Inflator Defect.

n. In or around October 2014, Ford caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, from Ford's offices in Michigan to its dealerships across the country, a "Q & A" form providing its dealers with guidance on how to respond to inquiries by consumers and others regarding Takata airbags in Ford vehicles, in which Ford represented that it was not aware of any reports of issues involving Takata inflators rupturing in Ford vehicles, when in truth and in fact Ford was aware of the multiple ruptures during DV testing and PV testing of Takata inflators that had occurred in 2004 and was aware of more recent customer complaints that were consistent with airbag inflator ruptures (and, in fact, in at least one case were confirmed to be an airbag inflator rupture).

o. On or around November 5, 2014, Ford caused to be transmitted, by means of mail or wire communication travelling in interstate or foreign commerce, from Ford's offices in Michigan to federal regulators in Washington, D.C., a letter again representing to NHTSA that it had conducted a thorough search of lawsuits and claims, customer complaints, and field reports to identify any reports that would be consistent with an airbag inflator rupture and had not identified any such reports, thereby failing to inform NHTSA that Ford was aware of the multiple ruptures during DV testing and PV testing of Takata inflators that had occurred in 2004 and failing to inform NHTSA of more recent customer complaints that were consistent with airbag inflator ruptures (and, in fact, in at least one case were confirmed to be an airbag inflator rupture).

p. In December 2014, Ford caused to be transmitted by means of mail or wire communication travelling in interstate or foreign commerce, from Ford's offices in Michigan to federal regulators in Washington, D.C., regulatory filings stating that the scope of the necessary recall for its Ranger vehicles due to the Inflator Defect was limited to the 2004-2005 model year, when in fact the 2006 model year and numerous other models were equipped with Inflators plagued by the Inflator Defect, thereby concealing the nature and scope of the Inflator Defect. Ford did not admit that the 2006 model year contained a

defective inflator until after Joel Knight was killed in a 2006 Ford Ranger due to the Inflator Defect. Ford failed to timely disclose these facts and events to the public and regulators in order to conceal the scope and nature of the Inflator Defect and to promote the purported safety of Ford vehicles.

q. From 2014 through the present, Ford caused to be transmitted by means of mail or wire communication travelling in interstate or foreign commerce, from Ford's offices in Michigan to federal regulators in Washington, D.C., regulatory filings, including Part 573 Safety Recall Reports, that have failed to disclose the ruptures Ford experienced during the testing of Takata's inflators, as well as reports of ruptures or aggressive deployments from Ford customers. Ford failed to timely disclose these facts and events to the public and regulators in order to conceal the scope and nature of the Inflator Defect and to promote the purported safety of Ford vehicles.

r. In July 2015, Ford caused to be transmitted by means of mail or wire communication travelling in interstate or foreign commerce, from Ford's offices in Michigan to vehicle owners across the country, including Plaintiff Marsden in California, letters stating that "in certain vehicles, the front driver side air bag inflator housing may rupture and deploy abnormally in the event of a crash necessitating deployment of the driver side frontal airbag," and that such a rupture "could result in metal fragments striking the driver or other occupants resulting in serious injury or death." This letter did not sufficiently communicate the severity of the threat to life and limb, and concealed the scope and nature of the Inflator Defect. Owners are merely advised that Ford "is working with its suppliers to produce parts for this repair," with no sense of urgency.

s. On July 10, 2017, Ford caused to be transmitted by means of mail or wire communication travelling in interstate or foreign commerce, from Ford's offices in Michigan to federal regulators in Washington, D.C., regulatory filings, including a petition for a determination of inconsequentiality, in which Ford contested the existence of a defect in PSDI-5 inflators installed in Ford vehicles. In its filings, Ford failed to disclose ruptures

that occurred during testing, as well as reports it has received from customers regarding abnormal deployments and ruptures, in order to conceal the scope and nature of the Inflator Defect.

241. Ford's conduct in furtherance of this scheme was intentional. Plaintiffs and Class members were directly harmed as a result of Takata's intentional conduct. Plaintiffs, Class members, and federal regulators, among others, relied on Ford's material misrepresentations and omissions.

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

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

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

a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs believed they were paying for vehicles with safe airbag systems and obtained vehicles with anything but, and were deprived of the benefit of their bargain;

b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless, and the Automotive Recyclers are now unable to sell them; and

c. the value of the Class Vehicles has diminished, thus reducing their resale value.

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

## **COUNT 2**

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

246. Plaintiffs bring this claim on behalf of the Nationwide Consumer Class and the Nationwide Automotive Recycler Class against Ford.

247. In addition to the General Factual Allegations re-alleged and incorporated herein through the general Reallegation and Incorporation by Reference Paragraph above, Plaintiffs re-allege and incorporate the allegations set forth in Count 108 above.

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

249. Over the course of the past decade, Ford and Takata shared information about the Defective Airbags' inherent flaws, their inability to meet safety specifications, and abnormal airbag deployments experienced by other automakers; delayed and/or prevented the release of inculpatory information; and maintained a consistent public posture as to the scope of vehicles affected by the Defective Airbags and the safety risks those airbags posed. Ford and Takata's

close cooperation on issues surrounding the Inflator Defect and joint participation in predicate acts described below is evidence of the conspiracy.

**Overt Acts**

250. Takata and Ford committed and caused to be committed a series of overt acts in furtherance of the conspiracy and to affect the objects thereof.

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

a. Ford and Takata knew that propellant degradation, including degradation through moisture, could lead to over-pressurization and rupture.

b. In 2004, when Ford's core engineer refused to approve Takata's defective inflators for use in Ford vehicles, Takata and senior management at Ford collaborated to "override" the engineer, so that Takata inflators would be equipped in Ford vehicles.

c. Ford and Takata also knew that, at minimum, Takata's ammonium nitrate inflators required desiccant in order to potentially improve its safety profile to acceptable levels. Ford and Takata began exploring desiccants in 2004, and by late 2004, Takata informed Ford that adding a desiccant to the inflator could solve the structural compromises that occurred during deployment. Yet, Ford installed non-desiccated Takata inflators in its vehicles until 2014.

d. In 2005, Ford questioned Takata as to why it was not developing a non-ammonium nitrate based propellant, like that used by Takata's competitors, which would require fewer deviations from the USCAR specification, demonstrating both Ford and Takata were aware that other non-ammonium nitrate-based propellants were safer.

e. In 2007, Ford made it easier for Takata to obtain deviation approvals when its inflators failed to meet specifications by creating an "Inflator Jury Review" process to help streamline Takata's "sales-pitch" process to Ford and allow Ford to continue to produce vehicles containing Takata airbags that failed its required minimum specifications.



f. Ruptures and abnormal deployments followed, as Ford and Takata could have predicted. Ford was aware that there had been multiple testing ruptures in Takata inflators intended for use in Ford vehicles, because Takata informed them in 2004.

g. Ford and Takata also discussed ruptures in—and corresponding recalls of—other automobile manufacturers' vehicles, including, for example, the Honda recall in 2009. In or about 2009 or 2010, Ford learned of ruptures in another automaker's vehicles. In December 2008, when Ford's engineers inquired about the connection between the Honda recalls and Takata inflators in Ford vehicles, a Takata manager expressed confidence that a senior Ford manager would "continue to push through" over the objections of Ford's engineers.

h. At an October 2010 meeting between Takata and Ford, the same senior Ford manager "shut [Ford's] engineer down" when the engineer questioned Takata about the root cause of inflator ruptures in Honda vehicles.

i. Ford and Takata waited for many years, until 2014, to inform regulators of the safety risk in Ford's vehicles, let alone issue any recalls. The 2014 recall issued by Ford, however, was for less than 60,000 vehicles in the United States, an infinitesimal percentage of the ultimate affected population. Furthermore, Ford and Takata did not even term the recall a "safety recall," but rather a "field service action," concealing from consumers the seriousness of the defect and need for a remedy.

j. It was not until 2015 and 2016 that Ford or Takata substantially expanded its recall, and even then, it consisted of piece-meal actions that continued to conceal from the public the seriousness and scope of the Inflator Defect.

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

a. In mid-to-late 2004, following a May 2004 accident in Alabama in which a Defective Airbag ruptured and spewed metal debris at the driver, Takata transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, from its offices in Japan and/or Michigan to the offices of Honda in California and

offices of regulators in Washington, D.C., representations that the rupture was an “anomaly,” even though it resulted from the Inflator Defect, thereby concealing the nature and scope of the Inflator Defect.

b. In November 2008, Takata caused to be transmitted, by means of mail or wire communication travelling in interstate or foreign commerce, from California to federal regulators in Washington, D.C., regulatory filings stating that approximately 4,000 vehicles subject to a 2008 recall included all “possible vehicles that could potentially experience the problem [of a rupturing airbag inflator],” thereby concealing the nature and scope of the Inflator Defect.

c. In December 2008, Takata caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, from California to vehicle owners across the country, letters stating that “[m]etal fragments could pass through the airbag cushion material, possibly causing injury to vehicle occupants.” This letter did not sufficiently communicate the severity of the threat to life and limb, and concealed the scope and nature of the Inflator Defect. Owners were merely advised to make an appointment to have their vehicle repaired, with no sense of urgency. In contrast, on October 22, 2014, NHTSA urged affected vehicle owners to “act immediately on recall notices to replace defective Takata airbags.”

d. On July 29, 2009, Takata caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, from California to federal regulators in Washington, D.C. an amended report identifying an estimated 440,000 additional vehicles that should have been subject to the earlier recall. This report stated that “[t]he VIN range reflects all possible vehicles that could potentially experience the problem.” In light of the 100-fold recall expansion, this filing was misleading and served to conceal and/or minimize the threats posed by the Defective Airbags.

e. On September 16, 2009, Takata caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, from California to federal regulators in Washington, D.C. information concerning the initial, narrow recalls of Takata’s

inflators. NHTSA wanted to know why the first recall did not include the vehicles covered by the second recall. Among other things, this letter explained that several “additional deployments” had occurred outside of the VIN ranges of the first recall, prompting the latter recall. But the letter fraudulently omitted that one of those deployments caused Ashley Parham’s death. Also, the letter claimed that the manufacturing problem was limited to only one high-precision compression press. Because Takata was by then aware of the litany of problems plaguing its Monclova, Mexico plant, this “explanation” was grossly self-serving and misleading. In addition to the quality control problems stated above, during 2005 and 2006, Takata engineers struggled on three occasions to eliminate leaks found in inflators in the Monclova, Mexico plant. Once again, NHTSA, and by extension the public, were deprived of accurate and complete information. As a result of this letter, the Office of Defect Investigation closed its investigation into these two recalls. Takata thereby concealed the nature and scope of the Inflator Defect.

f. On February 9, 2010, Takata caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, from California to federal regulators in Washington, D.C., another recall communication again falsely assuring NHTSA and the public that “[t]he VIN range reflects all possible vehicles that could potentially experience the problem.” The explanation of the defect in this communication—that two processes were used to prepare the inflator propellant and that one of them was not within specifications—was misleading in light of what Takata knew, or at least should have known in light of the extensive problems at Takata’s Monclova, Mexico plant.

g. On February 19, 2010, Takata transmitted or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, from Takata’s offices in Michigan and/or Japan a response to NHTSA’s November 20, 2009 letter seeking more information about earlier inflator recalls. Takata falsely and misleadingly asserted that it “ha[d] not provided any air bag inflators that are the same or substantially similar to the inflators in vehicles covered by recalls 08V-593 and 09V-259 to any customers other than Honda.” This statement was patently incorrect, as over 10 manufacturers have recalled vehicles containing

Defective Airbags since that statement was made. This statement concealed the nature and scope of the Inflator Defect.

h. On April 27, 2011, Takata caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, from California to federal regulators in Washington, D.C., additional recall communications again misleadingly stating that another recall covered “all possible vehicles” with the problem. As before, the letter to owners and lessees did not sufficiently raise a sense of urgency. This statement concealed the nature and scope of the Inflator Defect.

i. On April 11, 2013, Takata transmitted, or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, from its offices in Japan and/or Michigan to the offices of federal regulators in Washington, D.C., misrepresentations that the defect was limited to inflators produced at a specific plant between certain dates due to a manufacturing error, again concealing the nature and scope of the Inflator Defect.

j. On June 11, 2014, Takata transmitted or caused to be transmitted, by means of mail and wire communication travelling in interstate or foreign commerce, from Takata’s offices in Michigan or Japan to the ODI in Washington, D.C., a letter titled “Takata Support for Regional Field Actions to Address Potential Inflator Issues.” Takata explained that it would “support the replacement of the identified inflators in vehicles in Puerto Rico, Florida, Hawaii, and the Virgin Islands, based on the high levels of absolute humidity in those areas,” because “all six of the potentially-relevant rupture incidents had occurred in either Florida or Puerto Rico.” Takata misleadingly omitted Ashely Parham’s death in Oklahoma in May 2009, Gurjit Rathore’s death in December 2009 in Virginia, and Brandi Owens’s injury in October 2013 in Georgia. By focusing on areas of high humidity, this communication concealed the nature and scope of the Inflator Defect.

253. Ford and Takata agreed to and did conduct and participate in the conduct of the Ford-Takata RICO Enterprise’s affairs through a pattern of racketeering activity and for the

unlawful purpose of defrauding Plaintiffs and Class members, as more fully described in the prior Count.

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

a. overpayment for leased or purchased Class Vehicles, in that Plaintiffs believed they were paying for vehicles with safe airbag systems and obtained vehicles with anything but, and have been deprived of the benefit of their bargain;

b. overpayment for purchased Class Vehicles and the airbags contained therein, in that the airbags are essentially valueless, and the Automotive Recyclers are now unable to sell them; and

c. the Class Vehicles' value has diminished, thus reducing their resale value.

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

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

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

**COUNT 3**

**Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301**

***(Formerly Count 3 in TACCAC)***

258. Consumer Plaintiffs bring this Count against Ford, on behalf of members of the Nationwide Consumer Class who are residents of the District of Columbia and the following States: Alaska, Arkansas, California, Colorado, Delaware, Hawaii, Indiana, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Texas, Utah, Virginia, West Virginia, and Wyoming.

259. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301 by virtue of 28 U.S.C. § 1332 (a)-(d).

260. The Class Vehicles are “consumer products” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

261. Plaintiffs are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3). They are consumers because they are persons entitled under applicable state law to enforce against the warrantor the obligations of its express and implied warranties.

262. Ford is a “supplier” and “warrantor” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

263. The Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(1), provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written or implied warranty.

264. Ford provided Plaintiffs and the other Nationwide Consumer Class members with an implied warranty of merchantability in connection with the purchase or lease of its vehicles that is an “implied warranty” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(7). As a part of the implied warranty of merchantability, Ford warranted that the Class Vehicles were fit for their ordinary purpose as safe passenger motor vehicles, would pass without

objection in the trade as designed, manufactured, and marketed, and were adequately contained, packaged, and labeled.

265. Ford breached these implied warranties, as described in more detail above, and is therefore liable to Plaintiffs and the Nationwide Consumer Class pursuant to 15 U.S.C. § 2310(d)(1). Without limitation, the Class Vehicles share a common design defect in that they are equipped with Defective Airbags containing the Inflator Defect. Takata and Ford have admitted that the Class Vehicles are defective in issuing recalls, but the recalls are woefully insufficient to address the Inflator Defect.

266. Any efforts to limit the implied warranties in a manner that would exclude coverage of the Class Vehicles is unconscionable, and any such effort to disclaim, or otherwise limit, liability for the Class Vehicles is null and void.

267. Any limitations on the warranties are procedurally unconscionable. There was unequal bargaining power between Ford, on the one hand, and Plaintiffs and the other Nationwide Consumer Class members, on the other.

268. Any limitations on the warranties are substantively unconscionable. Ford knew that the Class Vehicles were defective and would continue to pose safety risks after the warranties purportedly expired. Ford failed to disclose the Inflator Defect to Plaintiffs and the Nationwide Consumer Class members. Thus, Ford's enforcement of the durational limitations on those warranties is harsh and shocks the conscience.

269. Plaintiffs and each of the other Nationwide Consumer Class members have had sufficient direct dealings with Ford or its agents (dealerships) to establish privity of contract.

270. Nonetheless, privity is not required here because Plaintiffs and each of the other Class members are intended third-party beneficiaries of contracts between Ford and its dealers, and specifically, of the implied warranties. The dealers were not intended to be the ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit consumers.

Finally, privity is also not required because the Class Vehicles are dangerous instrumentalities due to the aforementioned defect.

271. Pursuant to 15 U.S.C. § 2310(e), Plaintiffs and the Nationwide Consumer Class are entitled to bring this class action and are not required to give Ford notice and an opportunity to cure until such time as the Court determines the representative capacity of Plaintiffs and the Nationwide Consumer Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

272. Furthermore, affording Ford an opportunity to cure its breach of written warranties would be unnecessary and futile here. At the time of sale or lease of each Class Vehicle, Ford knew, should have known, or was reckless in not knowing of its misrepresentations concerning the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the defective design. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate and any requirement that Plaintiffs and the Nationwide Consumer Class resort to an informal dispute resolution procedure and/or afford Ford a reasonable opportunity to cure its breach of warranty is excused and thereby deemed satisfied.

273. Plaintiffs and the other Nationwide Consumer Class members would suffer economic hardship if they returned their Class Vehicles but did not receive the return of all payments made by them. Because Ford is refusing to acknowledge any revocation of acceptance and return immediately any payments made, Plaintiffs and the other Nationwide Consumer Class members have not re-accepted their Defective Vehicles by retaining them.

274. The amount in controversy of Plaintiffs' individual claims meets or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit. Plaintiffs, individually and on behalf of the other Nationwide Consumer Class members, seek all damages permitted by law, including diminution in value of their vehicles, in an amount to be proven at trial. In addition, pursuant to 15 U.S.C. § 2310(d)(2), Plaintiffs and the other Nationwide Consumer Class members are entitled to recover a sum equal to the aggregate amount of costs and expenses (including attorneys' fees based on actual time expended) determined by the Court to



have reasonably been incurred by Plaintiffs and the other Nationwide Consumer Class members in connection with the commencement and prosecution of this action.

275. Plaintiffs and the other Nationwide Consumer Class members also request, as a form of equitable monetary relief, re-payment of the out-of-pocket expenses and costs they have incurred in attempting to rectify the Inflator Defect in their vehicles. Such expenses and losses will continue as Plaintiffs and the other Nationwide Consumer Class members must take time off from work, pay for rental cars or other transportation arrangements, child care, and the myriad expenses involved in going through the recall process.

276. The right of Class members to recover these expenses as an equitable matter to put them in the place they would have been but for Ford's conducts presents common questions of law. Equity and fairness require the establishment by Court decree and administration under Court supervision of a program funded by Ford, using transparent, consistent, and reasonable protocols, under which such claims can be made and paid.

**B. Common Law and State Law Claims**

**COUNT 4**

**Fraudulent Concealment**

*(Formerly Count 20 in TACCAC)*

277. Plaintiffs (excluding Florida and Pennsylvania Consumer Plaintiffs) bring this claim on behalf of the Nationwide Ford Consumer Class under the common law of fraudulent concealment, as there are no true conflicts (case-dispositive differences) among various states' laws of fraudulent concealment. In the alternative, Plaintiffs bring this claim under the laws of the states where Plaintiffs and Class Members reside and/or purchased their Class Vehicles.

278. Ford concealed and suppressed material facts regarding the Class Vehicles—most importantly, the fact that they were equipped with Defective Airbags which, among other things, (a) rupture and expel metal shrapnel that tears through the airbag and poses a threat of serious

injury or death to occupants; or (b) hyper-aggressively deploy and seriously injure occupants through contact with the airbag.

279. Ford took steps to ensure that its employees did not reveal the known safety Inflator Defect to regulators or consumers.

280. On information and belief, Ford has still not made full and adequate disclosure regarding the Inflator Defect that exists in the Class Vehicles, and continues to defraud and conceal material information from Plaintiffs and the Nationwide Ford Consumer Class.

281. Ford had a duty to disclose the Inflator Defect because it:

- a. Had exclusive and/or far superior knowledge and access to the facts, and Ford knew the facts were not known to or reasonably discoverable by Plaintiffs and the Nationwide Ford Consumer Class;
- b. Intentionally concealed the foregoing from Plaintiffs and the Nationwide Ford Consumer Class; and/or
- c. Made incomplete representations about the safety and reliability of the Class Vehicles, while purposefully withholding material facts from Plaintiffs and the Nationwide Ford Consumer Class that contradicted these representations.

282. These omitted and concealed facts were material because they would typically be relied on by a person purchasing, leasing or retaining a new or used motor vehicle, and because they directly impact the value of the Class Vehicles purchased or leased by Plaintiffs and the Nationwide Ford Consumer Class. Whether a manufacturer's products are safe and reliable, and whether that manufacturer stands behind its products, are material concerns to a consumer. Indeed, Plaintiffs and the Nationwide Ford Consumer Class trusted Ford not to sell or lease them vehicles that were defective or that violated federal law governing motor vehicle safety.

283. Ford concealed and suppressed these material facts in order to falsely assure purchasers and consumers that its vehicles were capable of performing safely as represented by Ford and reasonably expected by consumers.

284. Ford actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits and avoid recalls that would hurt the brand's image and cost Ford money, and it did so at the expense of Plaintiffs and the Nationwide Ford Consumer Class.

285. Plaintiffs and the Nationwide Ford Consumer Class were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts.

286. Ford also misrepresented the safety and reliability of its vehicles, because it either (a) knew but did not disclose the Inflator Defect; (b) knew that it did not know whether its safety and reliability representations were true or false; or (c) should have known that its misrepresentations were false.

287. Because of the concealment and/or suppression and/or misrepresentation of the facts, Plaintiffs and the Nationwide Ford Consumer Class sustained damage because they own vehicles that diminished in value as a result of Ford's concealment of, and failure to timely disclose, the serious Inflator Defect in millions of Class Vehicles and the serious safety and quality issues caused by Ford's conduct.

288. Had they been aware of the Defective Airbags installed in their Class Vehicles, and Ford's callous disregard for safety, Plaintiffs and the Nationwide Ford Consumer Class either would not have paid as much as they did for their Class Vehicles or would not have purchased or leased them at all. Plaintiffs and the Nationwide Ford Consumer Class did not receive the benefit of their bargain as a result of Ford's fraudulent concealment.

289. The value of all Class members' vehicles has diminished as a result of Ford's fraudulent concealment of the Defective Airbags and made any reasonable consumer reluctant to purchase any of the Class Vehicles, let alone pay what otherwise would have been fair market value for the vehicles.

290. Accordingly, Ford is liable to the Class for their damages in an amount to be proven at trial.

291. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Nationwide Ford Consumer Class's rights and well-being, and with the aim of enriching Ford. Ford's conduct, which exhibits the highest degree of reprehensibility, being intentional, continuous, placing others at risk of death and injury, and effecting public safety, warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

## **COUNT 5**

### **Unjust Enrichment**

*(Formerly Count 22 in TACCAC)*

292. Plaintiffs (excluding Plaintiffs Cantu, Jr., Fox, Shelby, Huff, Heinl, Washington, Emanus, Hall, Sinclair, Barnett, and Huebner) bring this claim on behalf of the Nationwide Ford Consumer Class under the common law of unjust enrichment, as there are no true conflicts (case-dispositive differences) among various states' laws of unjust enrichment. In the alternative, Plaintiffs and the Nationwide Ford Consumer Class bring this claim under the laws of the states where Plaintiffs and the Nationwide Ford Consumer Class reside and/or purchased their Class Vehicles.

293. Ford has received and retained a benefit from the Plaintiffs and the Nationwide Ford Consumer Class and inequity has resulted.

294. Ford benefitted through its unjust conduct, by selling Class Vehicles with a concealed safety-and-reliability related defect, at a profit, for more than these Vehicles were worth, to Plaintiffs and the Nationwide Ford Consumer Class, who overpaid for these Vehicles, and/or would not have purchased these Vehicles at all; and who have been forced to pay other costs.

295. It is inequitable for Ford to retain these benefits.

296. Plaintiffs and the Nationwide Ford Consumer Class do not have an adequate remedy at law.

297. As a result of Ford's conduct, the amount of its unjust enrichment should be disgorged, in an amount to be proven at trial.

## **II. State Consumer Sub-Class Claims**

### **A. Claims Brought on Behalf of the Florida Consumer Sub-Class**

#### **COUNT 6**

#### **Violation of the Florida Deceptive and Unfair Trade Practices Act Fla. Stat. § 501.201**

*(Formerly Count 47 in TACCAC)*

298. This claim is brought on behalf of the Florida Consumer Sub-Class against Ford.

299. Plaintiffs are "consumers" within the meaning of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Fla. Stat. § 501.203(7).

300. Ford is engaged in "trade or commerce" within the meaning of Fla. Stat. § 501.203(8).

301. FDUTPA prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce. . . ."

Fla. Stat. § 501.204(1). Ford participated in unfair and deceptive trade practices that violated the FDUTPA as described herein.

302. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

303. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, or misrepresentations or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale or lease of the Class Vehicles and/or the Defective Airbags installed in them.

304. Prior to installing the Defective Airbags in its vehicles, Ford knew or should have known of the Inflator Defect, because Takata informed Ford that the Defective Airbags contained the volatile and unstable ammonium nitrate and Ford approved Takata's designs. And Ford was again made aware of the Inflator Defect in Takata's airbags not later than 2008 when Honda first notified regulators of a problem with its Takata airbags. Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

305. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, as well as by presenting itself as a reputable manufacturer that values safety, Ford engaged in unfair or deceptive business practices in violation of the FDUTPA. Ford deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and

shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase or lease the Class Vehicles.

306. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and the serious Inflator Defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that values safety.

307. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Plaintiffs and the Florida Consumer Sub-Class about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

308. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Plaintiffs and the Florida Consumer Sub-Class.

309. Ford knew or should have known that its conduct violated the FDUTPA.

310. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable" despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

311. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences and allowed unsuspecting new and used car purchasers/lessees to continue to buy/lease the Class Vehicles and continue driving highly dangerous vehicles.

312. Ford owed Plaintiffs and the Florida Consumer Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Plaintiffs and the Florida Consumer Sub-Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Plaintiffs and the Florida Consumer Sub-Class that contradicted these representations.

313. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

314. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Plaintiffs and the Florida Consumer Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an



otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

315. Plaintiffs and the Florida Consumer Sub-Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Ford's complete disregard for safety, Plaintiffs and the Florida Consumer Sub-Class either would not have paid as much as they did for their vehicles or would not have purchased or leased them at all. Plaintiffs and the Florida Consumer Sub-Class did not receive the benefit of their bargain as a result of Ford's misconduct.

316. Plaintiffs and the Florida Consumer Sub-Class risk irreparable injury as a result of Ford's acts and omissions in violation of the FDUTPA, and these violations present a continuing risk to Plaintiffs, the Florida Consumer Sub-Class, and the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

317. As a direct and proximate result of Ford's violations of the FDUTPA, Plaintiffs and the Florida Consumer Sub-Class have suffered injury-in-fact and/or actual damage.

318. Plaintiffs and the Florida Consumer Sub-Class are entitled to recover their actual damages under Fla. Stat. § 501.211(2) and attorneys' fees under Fla. Stat. § 501.2105(1).

319. Plaintiffs and the Florida Consumer Sub-Class also seek an order enjoining Ford's unfair, unlawful, and/or deceptive practices, and awarding declaratory relief, attorneys' fees, and any other just and proper relief available under the FDUTPA.

**B. Claims Brought on Behalf of the Arkansas Consumer Sub-Class**

**COUNT 7**

**Violation of the Arkansas Deceptive Trade Practice Act  
Ark. Code Ann § 4-88-101**

320. This claim is brought on behalf of the Arkansas Consumer Sub-Class against Ford.

321. Ford is a “person” within the meaning of the Arkansas Deceptive Trade Practices Act (“Arkansas DTPA”), Ark. Code Ann. § 4-88-102(5).

322. The Class Vehicles are “goods” within the meaning of Ark. Code Ann. § 4-88-102(4).

323. The Arkansas DTPA prohibits “[d]eceptive and unconscionable trade practices,” which include, but are not limited to, a list of enumerated items, including “[e]ngaging in any other unconscionable, false, or deceptive act or practice in business, commerce, or trade[.]” Ark. Code Ann. § 4-88-107(a)(10). The Arkansas DTPA also prohibits the following when utilized in connection with the sale or advertisement of any goods: “(1) The act, use, or employment by any person of any deception, fraud, or false pretense; or (2) The concealment, suppression, or omission of any material fact with intent that others rely upon the concealment, suppression, or omission.” Ark. Code Ann. § 4-88-108.

324. Ford participated in misleading, false, or deceptive acts that violated the Arkansas DTPA, by failing to disclose and actively concealing the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them. Ford also engaged in unlawful trade practices by: (1) representing that the Class Vehicles and/or the Defective Airbags installed in them have characteristics, uses, benefits, and qualities which they do not have; (2) representing that they are of a particular standard and quality when they are not; (3) advertising them with the intent not to sell or lease them as advertised; and (4) otherwise engaging in conduct likely to deceive. All of these defective processes would be material to a reasonable consumer.

325. Ford’s actions, as set forth above, occurred in the conduct of trade or commerce.

326. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, or misrepresentations or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale or lease of the Class Vehicles and/or the Defective Airbags installed in them.

327. Prior to installing the Defective Airbags in its vehicles, Ford knew or should have known of the Inflator Defect, because Takata informed Ford that the Defective Airbags contained the volatile and unstable ammonium nitrate and Ford approved Takata's designs. And Ford was again made aware of the Inflator Defect in Takata's airbags not later than 2008 when Honda first notified regulators of a problem with its Takata airbags. Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

328. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that values safety, Ford engaged in unfair or deceptive business practices in violation of the Arkansas DTPA. Ford deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase or lease the Class Vehicles.

329. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and the serious Inflator Defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that values safety.

330. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Plaintiffs and the Arkansas Consumer Sub-Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

331. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Plaintiffs and the Arkansas Consumer Sub-Class.

332. Ford knew or should have known that its conduct violated the Arkansas DTPA.

333. Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

334. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences, and allowed unsuspecting new and used car purchasers/lessees to continue to buy/lease the Class Vehicles and continue driving highly dangerous vehicles.

335. Ford owed Plaintiffs and the Arkansas Consumer Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Plaintiffs and the Arkansas Consumer Sub-Class; and/or

- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Plaintiffs and the Arkansas Consumer Sub-Class that contradicted these representations.

336. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

337. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Plaintiffs and the Arkansas Consumer Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

338. Plaintiffs and the Arkansas Consumer Sub-Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Ford's complete disregard for safety, Plaintiffs and the Arkansas Consumer Sub-Class either would not have paid as much as they did for their vehicles or would not have purchased or leased them at all. Plaintiffs and the Arkansas Consumer Sub-Class did not receive the benefit of their bargain as a result of Ford's misconduct.

339. Ford's violations present a continuing risk to Plaintiffs, to the Arkansas Consumer Sub-Class, and the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

340. As a direct and proximate result of Ford's violations of the Arkansas DTPA, Plaintiffs and the Arkansas Consumer Sub-Class have suffered injury-in-fact and/or actual

damage. As a direct result of Ford's misconduct, all Plaintiffs and the Arkansas Consumer Sub-Class incurred damages in at least the form of lost time required to repair their vehicles.

341. Plaintiffs and the Arkansas Consumer Sub-Class seek monetary relief against Ford in an amount to be determined at trial. Plaintiffs and the Arkansas Consumer Sub-Class also seek punitive damages because Ford acted wantonly in causing the injury or with such a conscious indifference to the consequences that malice may be inferred.

342. Plaintiffs and the Arkansas Consumer Sub-Class also seek an order enjoining Ford's unfair, unlawful, and/or deceptive practices, attorneys' fees, and any other just and proper relief available under the Arkansas DTPA.

### **COUNT 8**

#### **Breach of the Implied Warranty of Merchantability (Ark. Code Ann. § 4-2-314)**

343. In the event the Court declines to certify a Nationwide Consumer Class under the Magnuson-Moss Warranty Act, this claim is brought on behalf of the Arkansas Consumer Sub-Class against Ford.

344. Ford is and was at all relevant times a merchant with respect to motor vehicles and/or airbags within the meaning of Ark. Code Ann. § 4-2-104(1).

345. Under Ark. Code Ann. § 4-2-314, a warranty that the Class Vehicles and/or the Defective Airbags installed in them were in merchantable condition was implied by law in Class Vehicle transactions.

346. The Class Vehicles and/or the Defective Airbags installed in them, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars and airbags are used. Specifically, they are inherently defective and dangerous in that the Defective Airbags aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents.

347. Ford was provided notice of these issues by numerous complaints filed against it, internal investigations, and by numerous individual letters and communications sent by Plaintiffs and others before or within a reasonable amount of time after Ford issued the recalls and the allegations of vehicle defects became public.

348. As a direct and proximate result of Ford's breach of the warranty of merchantability, Plaintiffs and the Arkansas Consumer Sub-Class have been damaged in an amount to be proven at trial.

**C. Claims Brought on Behalf of the California Sub-Class**

**COUNT 9**

**Violation of the California Unfair Competition Law  
Cal. Bus. & Prof. Code §§ 17200, *et seq.***

*(Formerly Count 51 in TACCAC)*

349. This claim is brought on behalf of the California Consumer Sub-Class against Ford.

350. Cal. Bus. & Prof. Code § 17200 prohibits acts of "unfair competition," including any "unlawful, unfair or fraudulent business act or practice" and "unfair, deceptive, untrue or misleading advertising." Ford engaged in conduct that violated each of this statute's three prongs.

351. Ford committed an unlawful business act or practice in violation of § 17200 by its violations of the Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*, as set forth below, by the acts and practices set forth in this Complaint.

352. Ford also violated the unlawful prong because it has engaged in violations of the TREAD Act, 49 U.S.C. §§ 30101, *et seq.*, and its accompanying regulations by failing to promptly notify vehicle owners, purchasers, lessees, dealers, and NHTSA of the defective Class Vehicles and/or the Defective Airbags installed in them, as well as by failing to remedy the Inflator Defect.

353. The Federal Motor Vehicle Safety Standard (“FMVSS”) 573 governs a motor vehicle manufacturer’s responsibility to notify NHTSA of a motor vehicle defect within five days of determining that a defect in a vehicle has been determined to be safety-related. *See* 49 C.F.R. § 573.6.

354. Ford violated the reporting requirements of FMVSS 573 by failing to report the Inflator Defect or any of the other dangers or risks posed by the Defective Airbags within five days of determining the defect existed and by failing to recall all Class Vehicles.

355. Ford violated the common law claim of negligent failure to recall, in that Ford knew or should have known that the Class Vehicles and/or the Defective Airbags installed in them were dangerous and/or were likely to be dangerous when used in a reasonably foreseeable manner; Ford became aware of the attendant risks after they were sold; Ford continued to gain information further corroborating the Inflator Defect and dangers posed by it; and Ford failed to adequately recall the Class Vehicles in a timely manner, which failure was a substantial factor in causing harm to Plaintiffs and the California Consumer Sub-Class, including diminished value and out-of-pocket costs.

356. Ford committed unfair business acts and practices in violation of § 17200 when it concealed the existence and nature of the Inflator Defect as well as the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them. Ford represented that the Class Vehicles and/or the Defective Airbags installed in them were reliable and safe when, in fact, they are not.

357. Ford also violated the unfairness prong of § 17200 by failing to properly administer the numerous recalls of Class Vehicles with the Defective Airbags installed in them. As alleged above, the recalls have proceeded unreasonably slowly in light of the safety-related nature of the



Inflator Defect, and the recalls have been plagued with shortages of replacement parts as well as a paucity of loaner vehicles available for the California Class whose vehicles are in the process of being repaired.

358. Ford violated the fraudulent prong of § 17200 because the misrepresentations and omissions regarding the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them as set forth in this Complaint were likely to deceive a reasonable consumer and because the information related thereto would be material to a reasonable consumer.

359. Ford committed fraudulent business acts and practices in violation of § 17200 when it concealed the existence and nature of the Inflator Defect as well as the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them, while representing in its marketing, advertising, and other broadly disseminated representations that the Class Vehicles and/or the Defective Airbags installed in them were reliable and safe when, in fact, they are not. Ford's active concealment of the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them is likely to mislead the public with regard to their true defective nature.

360. Ford has violated the unfair prong of § 17200 because of the acts and practices set forth in the Complaint, including the manufacture and sale of Class Vehicles and/or the Defective Airbags installed in them as well as Ford's failure to adequately investigate, disclose and remedy the Inflator Defect offend established public policy and the harm they cause to consumers greatly outweighs any benefits associated with those practices. Ford's conduct has also impaired competition within the automotive vehicles market and has prevented Plaintiffs and the California Consumer Sub-Class from making fully informed decisions about whether to purchase or lease

Class Vehicles and/or the Defective Airbags installed in them and/or the price to be paid to purchase or lease them.

361. Plaintiffs and the California Consumer Sub-Class have suffered injuries in fact, including the loss of money or property, as a result of Ford's unfair, unlawful, and/or deceptive practices. As set forth above, each Plaintiff and member of the California Consumer Sub-Class, in purchasing or leasing Class Vehicles with the Defective Airbags installed in them, relied on the misrepresentations and/or omissions of Ford with respect of the safety and reliability of the vehicles. Had Plaintiffs and the California Consumer Sub-Class known the truth, they would not have purchased or leased their vehicles and/or paid as much for them.

362. All of the wrongful conduct alleged herein occurred and continues to occur in the conduct of Ford's businesses. Ford's wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated.

363. As a direct and proximate result of Ford's unfair and deceptive practices, Plaintiffs and the California Consumer Sub-Class have suffered and will continue to suffer actual damages.

364. Plaintiffs and the California Consumer Sub-Class request that this Court enter such orders or judgments as may be necessary to enjoin Ford from continuing its unfair, unlawful, and/or deceptive practices, as provided in Cal. Bus. & Prof. Code § 17203; and for such other relief set forth below.

**COUNT 10**

**Violation of the Consumer Legal Remedies Act  
Cal. Civ. Code § 1750**

*(Formerly Count 52 in TACCAC)*

365. This claim is brought on behalf of the California Consumer Sub-Class against Ford.

366. The Class Vehicles are "goods" as defined in Cal. Civ. Code § 1761(a).

367. Plaintiffs, the California Consumer Sub-Class, and Ford are “person[s]” as defined in Cal. Civ. Code § 1761(c).

368. Plaintiffs and the California Consumer Sub-Class are “consumer[s]” as defined in Cal. Civ. Code § 1761(d).

369. California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, prohibits “unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer . . . .” Cal. Civ. Code § 1770(a).

370. Ford has engaged in unfair or deceptive acts or practices that violated Cal. Civ. Code § 1750, as described above and below, by among other things representing that the Class Vehicles and/or the Defective Airbags installed in them have characteristics, uses, benefits, and qualities which they do not have; representing that they are of a particular standard, quality, and grade when they are not; advertising them with the intent not to sell or lease them as advertised; and representing that the subject of a transaction involving them has been supplied in accordance with a previous representation when it has not.

371. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein, and otherwise engaged in activities with a tendency or capacity to deceive.

372. Ford also engaged in unlawful trade practices by representing that the Class Vehicles and/or the Defective Airbags installed in them have characteristics, uses, benefits, and qualities which they do not have; representing that they are of a particular standard and quality when they are not; advertising them with the intent not to sell or lease them as advertised; and omitting material facts in describing them. Ford is directly liable for engaging in unfair and

deceptive acts or practices in the conduct of trade or commerce in violation of the CLRA. Ford is also liable for its subsidiaries' violation of the CLRA because the subsidiaries act and acted as the parent company's general agents in the United States for purposes of sales and marketing.

373. Prior to installing the Defective Airbags in its vehicles, Ford knew or should have known of the Inflator Defect because Takata informed Ford that the Defective Airbags contained the volatile and unstable ammonium nitrate and Ford approved Takata's designs. And Ford was again made aware of the Inflator Defect in Takata's airbags not later than 2008 when Honda first notified regulators of a problem with its Takata airbags. Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

374. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that values safety, Ford engaged in unfair or deceptive business practices in violation of the CLRA. Ford deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase or lease the Class Vehicles.

375. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Plaintiffs and the California Consumer Sub-Class.

376. Ford knew or should have known that its conduct violated the CLRA.

377. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

378. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences and allowed unsuspecting new and used car purchasers/lessees to continue to buy/lease the Class Vehicles and continue driving highly dangerous vehicles.

379. Ford owed Plaintiffs and the California Consumer Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Plaintiffs and the California Consumer Sub-Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Plaintiffs and the California Consumer Sub-Class that contradicted these representations.

380. The Class Vehicles and/or the Defective Airbags installed in them pose an unreasonable risk of death or serious bodily injury to Plaintiffs, the California Consumer Sub-Class, passengers, other motorists, pedestrians, and the public at large, because the Defective

Airbags are inherently defective and dangerous in that the Defective Airbags have the tendency to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents.

381. Ford's unfair or deceptive acts or practices were likely to deceive reasonable consumers, including Plaintiffs and the California Consumer Sub-Class, about the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Plaintiffs and the California Consumer Sub-Class.

382. Ford has also violated the CLRA by violating the TREAD Act, 49 U.S.C. §§ 30101, *et seq.*, and its accompanying regulations by failing to promptly notify vehicle owners, purchasers, lessees, dealers, and NHTSA of the defective Class Vehicles and/or the Defective Airbags installed in them and by failing to remedy the Inflator Defect.

383. Under the TREAD Act and its regulations, if a manufacturer learns that a vehicle contains a defect and that defect is related to motor vehicle safety, the manufacturer must disclose the defect. 49 U.S.C. § 30118(c)(1) & (2).

384. Under the TREAD Act, if it is determined that the vehicle is defective, the manufacturer must promptly notify vehicle owners, purchasers, lessees and dealers of the defect and remedy the defect. 49 U.S.C. § 30118(b)(2)(A) & (B).

385. Under the TREAD Act, manufacturers must also file a report with NHTSA within five working days of discovering "a defect in a vehicle or item of equipment has been determined to be safety related, or a noncompliance with a motor vehicle safety standard has been determined

to exist.” 49 C.F.R. § 573.6(a) & (b). At a minimum, the report to NHTSA must include the manufacturer’s name; the identification of the vehicles or equipment containing the defect, including the make, line, model year and years of manufacturing; a description of the basis for determining the recall population; how those vehicles differ from similar vehicles that the manufacturer excluded from the recall; and a description of the defect. 49 C.F.R. § 276.6(b), (c)(1), (c)(2), & (c)(5).

386. The manufacturer must also promptly inform NHTSA regarding the total number of vehicles or equipment potentially containing the defect; the percentage of vehicles estimated to contain the defect; a chronology of all principal events that were the basis for the determination that the defect related to motor vehicle safety, including a summary of all warranty claims, field or service reports, and other information with its dates of receipt; and a description of the plan to remedy the defect. 49 C.F.R. § 276.6(b) & (c).

387. The TREAD Act provides that any manufacturer who violates 49 U.S.C. § 30166 must pay a civil penalty to the U.S. Government. The current penalty “is \$7,000 per violation per day,” and the maximum penalty “for a related series of daily violations is \$17,350,000.” 49 C.F.R. § 578.6(c).

388. Ford engaged in deceptive business practices prohibited by the CLRA, Cal. Civ. Code § 1750 by failing to disclose and by actively concealing dangers and risks posed by the Defective Airbags, by selling vehicles while violating the TREAD Act, and by other conduct as alleged herein.

389. Ford knew that the Class Vehicles and/or the Defective Airbags installed in them contained the Inflator Defect that could cause the airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of

protecting vehicle occupants from bodily injury during accidents, but Ford failed for many years to inform NHTSA of this defect. Consequently, the public, including Plaintiffs and the California Consumer Sub-Class, received no notice of the Inflator Defect. Ford failed to inform NHTSA or warn the Plaintiffs, the California Consumer Sub-Class, and the public about these inherent dangers, despite having a duty to do so.

390. Ford's unfair and deceptive acts and practices were likely to and did in fact deceive reasonable consumers, including Plaintiffs and the California Consumer Sub-Class Members, about the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them.

391. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

392. Ford's failure to disclose and its active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Plaintiffs and the California Consumer Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

393. Plaintiffs and the California Consumer Sub-Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them as well as Ford's complete disregard for safety, Plaintiffs and the California



Consumer Sub-Class either would not have paid as much as they did for their vehicles or would not have purchased or leased them at all. Plaintiffs and the California Consumer Sub-Class did not receive the benefit of their bargain as a result of Ford's misconduct.

394. Plaintiffs and the California Consumer Sub-Class risk irreparable injury as a result of Ford's acts and omissions in violation of the CLRA, and these violations present a continuing risk to Plaintiffs and the California Consumer Sub-Class as well as to the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

395. The recalls and repairs instituted by Ford have not been adequate. The recall are not an effective remedy and are not offered for all Class Vehicles and other vehicles with Defective Airbags susceptible to the malfunctions described herein. Moreover, Ford's failure to comply with TREAD Act disclosure obligations continues to pose a grave risk to Plaintiffs and the California Consumer Sub-Class.

396. As a direct and proximate result of Ford's violations of the CLRA, Plaintiffs and the California Consumer Sub-Class have suffered injury-in-fact and/or actual damage, which if not stopped, will continue to harm Plaintiffs and the California Consumer Sub-Class. Plaintiffs and the California Consumer Sub-Class currently own or lease, or within the class period have owned or leased Class Vehicles with Defective Airbags installed in them that are defective and inherently unsafe. Plaintiffs and the California Consumer Sub-Class risk irreparable injury as a result of Ford's acts and omissions in violation of the CLRA, and these violations present a continuing risk to Plaintiffs and the California Consumer Sub-Class as well as to the general public.

397. In accordance with § 1782(a) of the CLRA, Plaintiffs' counsel, on behalf of Plaintiffs and the California Consumer Sub-Class, served Ford with notice of its alleged violations of California Civil Code § 1770(a) relating to the Class Vehicles and/or the Defective Airbags

installed in them purchased by Plaintiffs and the California Consumer Sub-Class, and it demanded that Ford correct or agree to correct the actions described therein. Ford has failed to do so. Plaintiffs and the California Consumer Sub-Class therefore seek compensatory and monetary damages to which Plaintiffs and the California Consumer Sub-Class are entitled.

**COUNT 11**

**Violation of the California False Advertising Law  
Cal. Bus. & Prof. Code § 17500**

*(Formerly Count 53 in TACCAC)*

398. This claim is brought on behalf of the California Consumer Sub-Class against Ford.

399. California Bus. & Prof. Code § 17500 states: “It is unlawful for any . . . person, firm, corporation, or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property . . . to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated before the public in this state, or to make or disseminate or cause to be made or disseminated from this state before the public in any state, in any newspaper or other publication, or any advertising device, . . . or in any other manner or means whatever, including over the Internet, any statement . . . which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading . . . .”

400. Ford caused to be made or disseminated from and throughout California and the United States, through advertising, marketing and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Ford to be untrue and misleading to consumers, including Plaintiffs and the California Consumer Sub-Class.

401. Ford has violated Cal. Bus. & Prof. Code § 17500 because its misrepresentations and omissions regarding the safety, reliability, and functionality of the Class Vehicles and/or the Defective Airbags installed in them as set forth in this Complaint were material and likely to deceive a reasonable consumer.

402. Plaintiffs and the California Consumer Sub-Class saw or heard Ford's misleading advertisements regarding the safety of Ford's vehicles prior to purchasing their Class Vehicles.

403. Plaintiffs and California Consumer Sub-Class have suffered an injury-in-fact, including the loss of money or property, as a result of Ford's unfair, unlawful, and/or deceptive practices. In purchasing or leasing their Class Vehicles, Plaintiffs and the California Consumer Sub-Class relied on the misrepresentations and/or omissions of Ford with respect to the safety, reliability and functionality of the Class Vehicles and/or the Defective Airbags installed in them. Ford's representations turned out not to be true because the Class Vehicles and/or the Defective Airbags installed in them are inherently defective and dangerous in that the Defective Airbags aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents. Had Plaintiffs and the California Consumer Sub-Class known the truth, they would not have purchased or leased their Class Vehicles and/or paid as much for them. Accordingly, Plaintiffs and the California Consumer Sub-Class overpaid for their Class Vehicles and did not receive the benefit of their bargain.

404. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business. Ford's wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated, both in the State of California and nationwide.

405. Plaintiffs and the California Consumer Sub-Class, individually and on behalf of the other California Sub-Class members, request that this Court enter such orders or judgments as may be necessary to enjoin Ford from continuing its unfair, unlawful, and/or deceptive practices and to restore to Plaintiffs and the California Consumer Sub-Class any money Ford acquired by unfair competition, including restitution and/or restitutionary disgorgement, and for such other relief set forth below.

**COUNT 12**

**Violation of the Song-Beverly Consumer Warranty Act for Breach of the Implied  
Warranty of Merchantability  
Cal. Civ. Code §§ 1791.1 & 1792**

*(Formerly Count 54 in TACCAC)*

406. In the event the Court declines to certify a Nationwide Consumer Class under the Magnuson-Moss Warranty Act, this claim is brought on behalf of the California Consumer Sub-Class against Ford.

407. Plaintiffs and members of the California Consumer Sub-Class are “buyers” within the meaning of Cal. Civ. Code § 1791(b).

408. The Class Vehicles and/or the Defective Airbags installed in them are “consumer goods” within the meaning of Cal. Civ. Code § 1791(a).

409. Ford is considered a “manufacturer” within the meaning of Cal. Civ. Code § 1791(j).

410. Ford impliedly warranted to Plaintiffs and the California Consumer Sub-Class that the Class Vehicles and/or the Defective Airbags installed in them were “merchantable” within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792, however, they do not have the quality that a buyer/lessee would reasonably expect, and they therefore not merchantable.

411. Cal. Civ. Code § 1791.1(a) states that:

“Implied warranty of merchantability” or “implied warranty that goods are merchantable” means that the consumer goods meet each of the following:

- 1) Pass without objection in the trade under the contract description.
- 2) Are fit for the ordinary purposes for which such goods are used.
- 3) Are adequately contained, packaged, and labeled.
- 4) Conform to the promises or affirmations of fact made on the container or label.

412. The Class Vehicles and/or the Defective Airbags installed in them would not pass without objection in the automotive trade because Defective Airbags containing the Inflator Defect have a tendency to, among other things (a) rupture and expel metal shrapnel that tears through the airbag and poses a threat of serious injury or death to occupants; and (b) hyper-aggressively deploy and seriously injure occupants through contact with the airbag.

413. Because of the Inflator Defect, the Class Vehicles are not safe to drive and thus not fit for ordinary purposes.

414. The Class Vehicles and/or the Defective Airbags installed in them are not adequately labeled because the labeling fails to disclose the Inflator Defect in them. Ford failed to warn about the dangerous Inflator Defect in the Class Vehicles.

415. Ford breached the implied warranty of merchantability by manufacturing and selling the Class Vehicles and/or the Defective Airbags installed in them, which have a tendency to ,among other things (a) rupture and expel metal shrapnel that tears through the airbag and poses a threat of serious injury or death to occupants; and (b) hyper-aggressively deploy and seriously injure occupants through contact with the airbag. These Defective Airbags have deprived Plaintiffs and the California Consumer Sub-Class of the benefit of their bargain and have caused the Class Vehicles to depreciate in value.

416. Notice of breach is not required because the Plaintiffs and the California Consumer Sub-Class did not purchase their automobiles directly from Ford. Further, on information and belief, Ford had notice of these issues by its knowledge of the issues, by customer complaints, by numerous complaints filed against it and/or others, by internal investigations, and by numerous individual letters and communications sent by consumers before or within a reasonable amount of time after Ford issued the recalls and the allegations of the Inflator Defect became public.

417. As a direct and proximate result of Ford's breach of their duties under Cal. Civ. Code §§ 1791.1 & 1792., Plaintiffs and the California Consumer Sub-Class received goods whose dangerous condition substantially impairs their value. Plaintiffs and the California Consumer Sub-Class have been damaged by the diminished value, malfunctioning, and non-use of their Class Vehicles.

418. Under Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiffs and the California Consumer Sub-Class are entitled to damages and other legal and equitable relief including, at their election, the purchase price of their Class Vehicles, or the overpayment or diminution in value of their Class Vehicles.

419. Pursuant to Cal. Civ. Code § 1794, Plaintiffs and the California Consumer Sub-Class are entitled to costs and attorneys' fees.

**D. Claims Brought on Behalf of the Georgia Sub-Class**

**COUNT 13**

**Violation of the Georgia Fair Business Practices Act  
Ga. Code Ann. § 10-1-390**

*(Formerly Count 59 in TACCAC)*

420. This claim is brought on behalf of the Georgia Consumer Sub-Class against Ford.

421. Plaintiffs and the Georgia Consumer Sub-Class are "consumer[s]" within the meaning of Ga. Code Ann. § 10-1-392(6).

422. Plaintiffs, the Georgia Consumer Sub-Class, and Ford are “person[s]” within the meaning Ga. Code Ann. § 10-1-392(24).

423. Ford was and is engaged in “trade” and “commerce” within the meaning of Ga. Code Ann. § 10-1-392(28).

424. The Georgia Fair Business Practices Act (“Georgia FBPA”) declares “[u]nfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce” to be unlawful, Ga. Code Ann. § 10-1-393(a), including but not limited to “(5)[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have. . . . (7)[r]epresenting that goods or services are of a particular standard, quality, or grade. . . if they are of another. . . . [and] (9)[a]dvertising goods or services with intent not to sell them as advertised,” Ga. Code Ann. § 10-1-393(b).

425. By failing to disclose and actively concealing the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them, Ford engaged in unfair or deceptive acts or practices prohibited by the FBPA, including: (1) representing that the Class Vehicles and/or the Defective Airbags installed in them have characteristics, uses, benefits, and qualities which they do not have; (2) representing that they are of a particular standard, quality, and grade when they are not; and (3) advertising them with the intent not to sell or lease them as advertised. Ford participated in unfair or deceptive acts or practices that violated the Georgia FBPA.

426. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

427. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, or misrepresentations, or concealment, suppression, or omission of any

material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale or lease of the Class Vehicles and/or the Defective Airbags installed in them.

428. Prior to installing the Defective Airbags in its vehicles, Ford knew or should have known of the Inflator Defect because Takata informed Ford that the Defective Airbags contained the volatile and unstable ammonium nitrate and Ford approved Takata's designs. And Ford was again made aware of the Inflator Defect in Takata's airbags not later than 2008 when Honda first notified regulators of a problem with its Takata airbags. Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

429. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that values safety, Ford engaged in unfair or deceptive business practices in violation of the Georgia FBPA. Ford deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase or lease the Class Vehicles.

430. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and the serious Inflator Defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality and by claiming to be a reputable manufacturer that values safety.



431. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Plaintiffs and the Georgia Consumer Sub-Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

432. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Plaintiffs and the Georgia Consumer Sub-Class.

433. Ford knew or should have known that its conduct violated the Georgia FBPA.

434. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

435. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences and allowed unsuspecting new and used car purchasers/lessees to continue to buy/lease the Class Vehicles and continue driving highly dangerous vehicles.

436. Ford owed Plaintiffs and the Georgia Consumer Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Plaintiffs and the Georgia Consumer Sub-Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Plaintiffs and the Georgia Consumer Sub-Class that contradicted these representations.

437. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

438. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Plaintiffs and the Georgia Consumer Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

439. Plaintiffs and the Georgia Consumer Sub-Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Ford's complete disregard for safety, Plaintiffs and the Georgia Consumer Sub-Class either would not have paid as much as they did for their vehicles or would not have purchased or

leased them at all. Plaintiffs and the Georgia Consumer Sub-Class did not receive the benefit of their bargain as a result of Ford's misconduct.

440. Ford's violations present a continuing risk to Plaintiffs and the Georgia Consumer Sub-Class and the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

441. As a direct and proximate result of Ford's violations of the Georgia FBPA, Plaintiffs and the Georgia Consumer Sub-Class have suffered injury-in-fact and/or actual damage.

442. Plaintiffs and the Georgia Consumer Sub-Class are entitled to recover damages and exemplary damages (for intentional violations) pursuant Ga. Code Ann. § 10-1-399(a).

443. Plaintiffs also seek an order enjoining Ford's unfair, unlawful, and/or deceptive practices, attorneys' fees, and any other just and proper relief available under the Georgia FBPA pursuant to Ga. Code Ann. § 10-1-399.

444. In accordance with Ga. Code Ann. § 10-1-399(b), Plaintiffs' counsel, on behalf of Plaintiffs and the Georgia Consumer Sub-Class, served Ford with notice of its alleged violations of the Georgia FBPA relating to the Class Vehicles and/or the Defective Airbags installed in them and purchased/leased by Plaintiffs and the Georgia Consumer Sub-Class, and it demanded that Ford correct or agree to correct the actions described therein. Because Ford failed to do so, Plaintiffs and the Georgia Consumer Sub-Class seek the compensatory and monetary damages to which Plaintiffs and the Georgia Consumer Sub-Class are entitled.

#### **COUNT 14**

#### **Violation of the Georgia Uniform Deceptive Trade Practices Act Ga. Code Ann. § 10-1-370**

*(Formerly Count 60 in TACCAC)*

445. This claim is brought on behalf of Georgia Consumer Sub-Class against Ford.

446. Plaintiffs, the Georgia Consumer Sub-Class, and Ford are “person[s]” within the meaning of Georgia Uniform Deceptive Trade Practices Act (“Georgia UDTPA”), Ga. Code Ann. § 10-1-371(5).

447. The Georgia UDTPA prohibits “deceptive trade practices,” which include the “misrepresentation of standard or quality of goods or services,” and “engaging in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.” Ga. Code Ann. § 10-1-372(a). By failing to disclose and actively concealing the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them, Ford engaged in deceptive trade practices prohibited by the Georgia UDTPA.

448. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

449. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, or misrepresentations or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale or lease of the Class Vehicles and/or the Defective Airbags installed in them.

450. Prior to installing the Defective Airbags in its vehicles, Ford knew or should have known of the Inflator Defect because Takata informed Ford that the Defective Airbags contained the volatile and unstable ammonium nitrate and Ford approved Takata’s designs. And Ford was again made aware of the Inflator Defect in Takata’s airbags not later than 2008 when Honda first notified regulators of a problem with its Takata airbags. Ford failed to disclose and actively

concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

451. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that values safety, Ford engaged in unfair or deceptive business practices in violation of the Georgia UDTPA. Ford deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase or lease the Class Vehicles.

452. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and the serious Inflator Defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that values safety.

453. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Plaintiffs and the Georgia Consumer Sub-Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

454. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Plaintiffs and the Georgia Consumer Sub-Class.

455. Ford knew or should have known that its conduct violated the Georgia UDTPA.

456. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable" despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

457. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences and allowed unsuspecting new and used car purchasers/lessees to continue to buy/lease the Class Vehicles and continue driving highly dangerous vehicles.

458. Ford owed Plaintiffs and the Georgia Consumer Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Plaintiffs and the Georgia Consumer Sub-Class; and/or

c. Made incomplete representations about the safety and reliability of the foregoing generally while purposefully withholding material facts from Plaintiffs and the Georgia Consumer Sub-Class that contradicted these representations.

459. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

460. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Plaintiffs and the Georgia Consumer Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

461. Plaintiffs and the Georgia Consumer Sub-Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Ford's complete disregard for safety, Plaintiffs and the Georgia Consumer Sub-Class either would not have paid as much as they did for their vehicles or would not have purchased or leased them at all. Plaintiffs and the Georgia Consumer Sub-Class did not receive the benefit of their bargain as a result of Ford's misconduct.

462. Ford's violations present a continuing risk to Plaintiffs and the Georgia Consumer Sub-Class, and the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

463. As a direct and proximate result of Ford's violations of the Georgia UDTPA, Plaintiffs and the Georgia Consumer Sub-Class have suffered injury-in-fact and/or actual damage.

464. Plaintiffs and the Georgia Consumer Sub-Class seek an order enjoining Ford's unfair, unlawful, and/or deceptive practices, attorneys' fees, and any other just and proper relief available under the Georgia UDTPA per Ga. Code Ann. § 10-1-373.

**E. Claims Brought on Behalf of the Illinois Consumer Sub-Class**

**COUNT 15**

**Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act  
815 ILCS 505/1**

*(Formerly Count 63 in TACCAC)*

465. This claim is brought on behalf of the Illinois Consumer Sub-Class against Ford.

466. Ford is a "person" as that term is defined in 815 ILCS 505/1(c).

467. Plaintiffs and the Illinois Consumer Sub-Class are "consumer[s]" as that term is defined in 815 ILCS 505/1(e).

468. The Illinois Consumer Fraud and Deceptive Business Practices Act ("Illinois CFA") prohibits "unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of trade or commerce . . . whether any person has in fact been misled, deceived or damaged thereby." 815 ILCS 505/2.

469. Ford participated in unfair, misleading, false, or deceptive acts that violated the Illinois CFA. By failing to disclose and actively concealing the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them, Ford engaged in unfair or deceptive business practices prohibited by the Illinois CFA.



470. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

471. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, or misrepresentations or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale or lease of the Class Vehicles and/or the Defective Airbags installed in them.

472. Prior to installing the Defective Airbags in its vehicles, Ford knew or should have known of the Inflator Defect because Takata informed Ford that the Defective Airbags contained the volatile and unstable ammonium nitrate and Ford approved Takata's designs. And Ford was again made aware of the Inflator Defect in Takata's airbags not later than 2008 when Honda first notified regulators of a problem with its Takata airbags. Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

473. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that values safety, Ford engaged in unfair or deceptive business practices in violation of the Illinois CFA. Ford deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase or lease the Class Vehicles.

474. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and the serious Inflator Defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that values safety.

475. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Plaintiffs and the Illinois Consumer Sub-Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

476. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Plaintiffs and the Illinois Consumer Sub-Class.

477. Ford knew or should have known that its conduct violated the Illinois CFA.

478. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable" despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

479. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences and allowed unsuspecting new and used

car purchasers/lessees to continue to buy/lease the Class Vehicles and continue driving highly dangerous vehicles.

480. Ford owed Plaintiffs and the Illinois Consumer Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Plaintiffs and the Illinois Consumer Sub-Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Plaintiffs and the Illinois Consumer Sub-Class that contradicted these representations.

481. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

482. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Plaintiffs and the Illinois Consumer Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

483. Plaintiffs and the Illinois Consumer Sub-Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them as well as Ford's complete disregard for safety, Plaintiffs and the Illinois Consumer Sub-Class either would not have paid as much as they did for their vehicles or would not have purchased or leased them at all. Plaintiffs and the Illinois Consumer Sub-Class did not receive the benefit of their bargain as a result of Ford's misconduct.

484. Ford's violations present a continuing risk to Plaintiffs and the Illinois Consumer Sub-Class, and the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

485. As a direct and proximate result of Ford's violations of the Illinois CFA, Plaintiffs and the Illinois Consumer Sub-Class have suffered injury-in-fact and/or actual damage.

486. Pursuant to 815 ILCS 505/10a(a), Plaintiffs and the Illinois Consumer Sub-Class seek monetary relief against Ford in the amount of actual damages as well as punitive damages because Ford acted with fraud and/or malice and/or were grossly negligent.

487. Plaintiffs and the Illinois Consumer Sub-Class also seek an order enjoining Ford's unfair and/or deceptive acts or practices, punitive damages, and attorneys' fees, and any other just and proper relief available under 815 ILCS § 505/1.

**COUNT 16**

**Violation of the Illinois Uniform Deceptive Trade Practices Act  
815 ILCS 510/1**

*(Formerly Count 64 in TACCAC)*

488. This claim is brought on behalf of the Illinois Consumer Sub-Class against Ford.

489. Illinois's Uniform Deceptive Trade Practices Act ("Illinois UDTPA"), 815 ILCS 510/2, prohibits deceptive trade practices, including "(2) caus[ing] likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;" "(5) represent[ing] that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have . . . ;" "(7) represent[ing] that goods or services are of a particular standard, quality, or grade . . . if they are of another;" "(9) advertis[ing] goods or services with intent not to sell them as advertised;" and "(12) engag[ing] in any other conduct which similarly creates a likelihood of confusion or misunderstanding." *Id.*

490. Ford is a "person" as defined in 815 ILCS 510/1(5).

491. In the course of Ford's business, Ford failed to disclose and actively concealed the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them as described above. Accordingly, Ford engaged in deceptive trade practices as defined in 815 ILCS 510/2, including representing that the Class Vehicles and/or the Defective Airbags installed in them have characteristics, uses, benefits, and qualities which they do not have; representing that they are of a particular standard and quality when they are not; advertising them with the intent not to sell or lease them as advertised; and otherwise engaging in conduct likely to deceive.

492. Ford intended for Plaintiffs and the Illinois Consumer Sub-Class to rely on its aforementioned unfair and deceptive acts and practices, including the misrepresentations and omissions alleged above.

493. Ford's actions as set forth below and above occurred in the conduct of trade or commerce.

494. Ford's conduct proximately caused injuries to Plaintiffs and the Illinois Consumer Sub-Class.

495. Plaintiffs and the Illinois Consumer Sub-Class were injured as a result of Ford's conduct in that Plaintiffs and the Illinois Consumer Sub-Class overpaid for their Class Vehicles and did not receive the benefit of their bargain, and their Class Vehicles have suffered a diminution in value. These injuries are the direct and natural consequence of Ford's misrepresentations and omissions.

496. Plaintiffs and the Illinois Consumer Sub-Class seek an order enjoining Ford's deceptive practices, attorneys' fees, and any other just and proper relief available under the Illinois UDTPA per 815 ILCS 510/3.

**F. Claims Brought on Behalf of the Louisiana Sub-Class**

**COUNT 17**

**Violation of the Louisiana Unfair Trade Practices and Consumer Protection Law  
La. Rev. Stat. § 51:1401**

*(Formerly Count 68 in TACCAC)*

497. This claim is brought on behalf of the Louisiana Consumer Sub-Class against Ford.

498. Plaintiffs, the Louisiana Consumer Sub-Class, and Ford are "person[s]" within the meaning of the La. Rev. Stat. § 51:1402(8).

499. Plaintiffs and the Louisiana Consumer Sub-Class are "consumer[s]" within the meaning of La. Rev. Stat. § 51:1402(1).

500. Ford engaged in "trade" or "commerce" within the meaning of La. Rev. Stat. § 51:1402(9).

501. The Louisiana Unfair Trade Practices and Consumer Protection Law ("Louisiana CPL") makes unlawful "deceptive acts or practices in the conduct of any trade or commerce." La. Rev. Stat. § 51:1405(A). Ford both participated in misleading, false, or deceptive acts that violated the Louisiana CPL. By failing to disclose and actively concealing the dangers and risks posed by

the Class Vehicles and/or the Defective Airbags installed in them, Ford engaged in deceptive business practices prohibited by the Louisiana CPL.

502. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, or misrepresentations or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale or lease of the Class Vehicles and/or the Defective Airbags installed in them.

503. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that values safety, Ford engaged in unfair or deceptive business practices in violation of the Louisiana CPL. Ford deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase or lease the Class Vehicles.

504. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risks posed by the Inflator Defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality as well as by claiming to be a reputable manufacturer that values safety.

505. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Plaintiffs and the Louisiana Consumer Sub-Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

506. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Plaintiffs and the Louisiana Consumer Sub-Class.

507. Ford knew or should have known that its conduct violated the Louisiana CPL.

508. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable" despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

509. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences and allowed unsuspecting new and used car purchasers/lessees to continue to buy/lease the Class Vehicles and continue driving highly dangerous vehicles.

510. Ford owed Plaintiffs and the Louisiana Consumer Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:



- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Plaintiffs and the Louisiana Consumer Sub-Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally while purposefully withholding material facts from Plaintiffs and the Louisiana Consumer Sub-Class that contradicted these representations.

511. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

512. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Plaintiffs and the Louisiana Consumer Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

513. Plaintiffs and the Louisiana Consumer Sub-Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Ford's complete disregard for safety, Plaintiffs and the Louisiana Consumer Sub-Class either would not have paid as much as they did for their vehicles or would not have purchased or

leased them at all. Plaintiffs and the Louisiana Consumer Sub-Class did not receive the benefit of their bargain as a result of Ford's misconduct.

514. Ford's violations present a continuing risk to Plaintiffs, the Louisiana Consumer Sub-Class, and the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

515. As a direct and proximate result of Ford's violations of the Louisiana CPL, Plaintiffs and the Louisiana Consumer Sub-Class have suffered injury-in-fact and/or actual damage.

516. Pursuant to La. Rev. Stat. § 51:1409, Plaintiffs and the Louisiana Consumer Sub-Class seek to recover actual damages in an amount to be determined at trial; treble damages for Ford's knowing violations of the Louisiana CPL; an order enjoining Ford's unfair, unlawful, and/or deceptive practices; declaratory relief; attorneys' fees; and any other just and proper relief available under La. Rev. Stat. § 51:1409.

### **COUNT 18**

#### **Breach of the Implied Warranty of Merchantability/Warranty Against Redhibitory Defects La. Civ. Code Art. 2520, 2524**

*(Formerly Count 69 in TACCAC)*

517. In the event the Court declines to certify a Nationwide Consumer Class under the Magnuson-Moss Warranty Act, this claim is brought on behalf of the Louisiana Consumer Sub-Class against Ford.

518. At the time Plaintiffs and the Louisiana Consumer Sub-Class acquired their Class Vehicles, those vehicles had a exhibitory defect within the meaning of La. Civ. Code Art. 2520, in that (a) the Class Vehicles and/or the Defective Airbags installed in them were rendered so inconvenient that it must be presumed that Plaintiffs and the Louisiana Consumer Sub-Class would

not have purchased the Class Vehicles had they known of the Inflator Defect or (b), because the Defective Airbags so diminished the usefulness and/or value of the Class Vehicles, it must be presumed that the Plaintiffs and the Louisiana Consumer Sub-Class would not have purchased the Class Vehicles, but for a lesser price.

519. Plaintiffs are not required to provide Ford with notice of the defect under La. Civ. Code Art. 2520, since Ford had knowledge of the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them at the time they were sold to Plaintiffs and the Louisiana Consumer Sub-Class.

520. Under La. Civ. Code Art. 2524, a warranty that the Class Vehicles and/or the Defective Airbags installed in them were in merchantable condition, or fit for ordinary use, was implied by law in the transactions when Plaintiffs and the Louisiana Consumer Sub-Class purchased their Class Vehicles.

521. The Class Vehicles and/or the Defective Airbags installed in them, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars and airbags are used. Specifically, they are inherently defective and dangerous in that the Defective Airbags have an unreasonably dangerous propensity to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents.

522. Ford was provided notice of these issues by its knowledge of the issues, by customer complaints, by numerous complaints filed against it and/or others, by internal investigations, and by numerous individual letters and communications sent by consumers before or within a reasonable amount of time after Ford issued the recalls and the allegations of the Inflator Defect became public.

523. As a direct and proximate result of Ford's breach of the warranty of merchantability, Plaintiffs and the Louisiana Consumer Sub-Class have been damaged in an amount to be proven at trial.

**G. Claims Brought on Behalf of the Maryland Consumer Sub-Class**

**COUNT 19**

**Violation of the Maryland Consumer Protection Act  
Md. Code Com. Law § 13-101**

524. This claim is brought on behalf of the Maryland Consumer Sub-Class against Ford.

525. Ford is a "person" within the meaning of the Maryland Consumer Protection Act ("Maryland CPA"), Md. Code Com. Law § 13-101(h).

526. The Maryland CPA provides that a person may not engage in any unfair or deceptive trade practice in the sale or lease of any consumer good. Md. Code Com. Law § 13-303.

527. Ford participated in misleading, false, or deceptive acts that violated the Maryland CPA, by failing to disclose and actively concealing the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them. Ford also engaged in unlawful trade practices by: (1) representing that the Class Vehicles and/or the Defective Airbags installed in them have characteristics, uses, benefits, and qualities which they do not have; (2) representing that they are of a particular standard and quality when they are not; (3) advertising them with the intent not to sell or lease them as advertised; and (4) otherwise engaging in conduct likely to deceive. All of these defective processes would be material to a reasonable consumer.

528. Ford's actions, as set forth above, occurred in the conduct of trade or commerce.

529. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive. Ford

also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, or misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale or lease of the Class Vehicles and/or the Defective Airbags installed in them.

530. Prior to installing the Defective Airbags in its vehicles, Ford knew or should have known of the Inflator Defect because Takata informed Ford that the Defective Airbags contained the volatile and unstable ammonium nitrate and Ford approved Takata's designs. And Ford was again made aware of the Inflator Defect in Takata's airbags not later than 2008 when Honda first notified regulators of a problem with its Takata airbags. Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

531. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that values safety, Ford engaged in unfair or deceptive business practices in violation of the Maryland CPA. Ford deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase or lease the Class Vehicles.

532. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and the serious Inflator Defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles

and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that values safety.

533. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Plaintiffs and the Maryland Consumer Sub-Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

534. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Plaintiffs and the Maryland Consumer Sub-Class.

535. Ford knew or should have known that its conduct violated the Maryland CPA.

536. Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable" despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

537. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences and allowed unsuspecting new and used car purchasers/lessees to continue to buy/lease the Class Vehicles and continue driving highly dangerous vehicles.

538. Ford owed Plaintiffs and the Maryland Consumer Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Plaintiffs and the Maryland Consumer Sub-Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Plaintiffs and the Maryland Consumer Sub-Class that contradicted these representations.

539. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

540. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Plaintiffs and the Maryland Consumer Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

541. Plaintiffs and the Maryland Consumer Sub-Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in

them and Ford's complete disregard for safety, Plaintiffs and the Maryland Consumer Sub-Class either would not have paid as much as they did for their vehicles or would not have purchased or leased them at all. Plaintiffs and the Maryland Consumer Sub-Class did not receive the benefit of their bargain as a result of Ford's misconduct.

542. Ford's violations present a continuing risk to Plaintiffs, to the Maryland Consumer Sub-Class, and the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

543. As a direct and proximate result of Ford's violations of the Maryland CPA, Plaintiffs and the Maryland Consumer Sub-Class have suffered injury-in-fact and/or actual damage. As a direct result of Ford's misconduct, all Plaintiffs and the Maryland Consumer Sub-Class incurred damages in at least the form of lost time required to repair their vehicles.

544. Pursuant to Md. Code Com. Law § 13-408, Plaintiffs and the Maryland Consumer Sub-Class seek actual damages and monetary relief against Ford in an amount to be determined at trial. Plaintiffs and the Maryland Consumer Sub-Class also seek punitive damages because Ford acted wantonly in causing the injury or with such a conscious indifference to the consequences that malice may be inferred.

545. Plaintiffs and the Maryland Consumer Sub-Class also seek attorneys' fees, and any other just and proper relief available under the Maryland DTPA.

### **COUNT 20**

#### **Breach of the Implied Warranty of Merchantability (Md. Code Com. Law § 2-314)**

546. In the event the Court declines to certify a Nationwide Consumer Class under the Magnuson-Moss Warranty Act, this claim is brought on behalf of the Maryland Consumer Sub-Class against Ford.



547. Ford is and was at all relevant times a merchant with respect to motor vehicles and/or airbags within the meaning of Md. Com. Law § 2-104(1).

548. Under Md. Com. Law § 2-314, a warranty that the Class Vehicles and/or the Defective Airbags installed in them were in merchantable condition was implied by law in Class Vehicle transactions.

549. The Class Vehicles and/or the Defective Airbags installed in them, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars and airbags are used. Specifically, they are inherently defective and dangerous in that the Defective Airbags aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents.

550. Ford was provided notice of these issues through numerous complaints filed against it, internal investigations, numerous individual letters and communications sent Plaintiffs and others before or within a reasonable amount of time after Ford issued the recalls and the allegations of vehicle defects became public.

551. As a direct and proximate result of Ford's breach of the warranty of merchantability, Plaintiffs and the Maryland Consumer Sub-Class have been damaged in an amount to be proven at trial.

### **COUNT 21**

#### **Negligence**

552. This claim is brought on behalf of the Plaintiffs and Maryland Consumer Sub-Class against Ford.

553. Ford owed a duty of care to the Plaintiffs and the Maryland Consumer Sub-Class, who were foreseeable end users, to design and manufacture its vehicles so that they would not be defective or unreasonably dangerous to foreseeable end users, including Plaintiffs and the Maryland Consumer Sub-Class.

554. Ford breached its duty of care by, among other things:

- a. Negligently and recklessly equipping their vehicles with Defective Airbags;
- b. Negligently and recklessly failing to take all necessary steps to ensure that its products—which literally can make the difference between life and death in an accident—function as designed, specified, promised, and intended;
- c. Negligently and recklessly failing to take all necessary steps to ensure that profits took a back seat to safety;
- d. Negligently and recklessly failing to take all necessary steps to ensure that the Defective Airbags did not suffer from a common, uniform defect: the use of ammonium nitrate, a notoriously volatile and unstable compound, as the propellant in their inflators; and
- e. Negligently and recklessly concealing the nature and scope of the Inflator Defect.

555. Ford's negligence was the direct, actual, and proximate cause of foreseeable damages suffered by Plaintiffs and the Maryland Consumer Sub-Class, as well as ongoing foreseeable damages that Plaintiffs continue to suffer to this day.

556. As a direct, actual, and proximate result of Ford's misconduct, Plaintiffs and the Maryland Consumer Sub-Class were harmed and suffered actual damages, which are continuing in nature, including:

- a. the significantly diminished value of the vehicles in which the defective and unreasonably dangerous airbags are installed; and

b. the continued exposure of Plaintiffs and the Maryland Consumer Sub-Class to an unreasonably dangerous condition that gives rise to a clear and present danger of death or personal injury.

557. Ford's negligence is ongoing and continuing, because Ford continues to obfuscate, not fully cooperate with regulatory authorities, and manufacture replacement airbags that are defective and unreasonably dangerous, suffering from the same serious Inflator Defect inherent in the original airbags that are at issue in this litigation, which poses an unreasonable risk of serious foreseeable harm or death, from which the original airbags suffer.

**H. Claims Brought on Behalf of the New Jersey Consumer Sub-Class**

**COUNT 22**

**Breach of Implied Warranty of Merchantability,  
N.J. Stat. Ann. § 12a:2-314**

*(Formerly Count 81 in TACCAC)*

558. In the event the Court declines to certify a Nationwide Consumer Class under the Magnuson-Moss Warranty Act, this claim is brought on behalf of the Plaintiffs and the New Jersey Consumer Sub-Class against Ford.

559. Ford is a merchant with respect to motor vehicles and/or airbags.

560. When Plaintiffs and the New Jersey Consumer Sub-Class purchased or leased their Class Vehicles, the transaction contained an implied warranty that the Class Vehicles and/or the Defective Airbags installed in them were in merchantable condition.

561. At the time of sale and all times thereafter, the Class Vehicles and/or the Defective Airbags installed in them were not merchantable and not fit for the ordinary purpose for which cars and airbags are used. Specifically, the Class Vehicles are inherently defective in that they are

equipped with Defective Airbags with the Inflator Defect which causes, among other things, the Defective Airbags to: (a) rupture and expel metal shrapnel that tears through the airbag and poses a threat of serious injury or death to occupants; and/or (b) hyper-aggressively deploy and seriously injure occupants through contact with the airbag.

562. On information and belief, Ford had notice of the Inflator Defect through its direct knowledge of the issues, customer complaints, numerous complaints filed against it and/or others, internal investigations, and numerous individual letters and communications sent by consumers before or within a reasonable amount of time after Ford issued the recalls and the allegations of the Inflator Defect became public.

563. As a direct and proximate result of Ford's breach of the warranty of merchantability, Plaintiffs and the New Jersey Consumer Sub-Class have been damaged in an amount to be proven at trial.

### **COUNT 23**

#### **Violation of the New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1**

*(Formerly Count 82 in TACCAC)*

564. This claim is brought on behalf of Plaintiffs and the New Jersey Consumer Sub-Class against Ford.

565. Plaintiffs, the New Jersey Consumer Sub-Class, and Ford are or were "person[s]" within the meaning of N.J. Stat. Ann. § 56:8-1(d).

566. Ford engaged in "sales" of "merchandise" within the meaning of N.J. Stat. Ann. § 56:8-1(c), (d).

567. The New Jersey Consumer Fraud Act ("New Jersey CFA") makes unlawful "[t]he act, use or employment by any person of any unconscionable commercial practice, deception,

fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression or omission of any material fact with the intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby . . . .” N.J. Stat. Ann. § 56:8-2. Ford engaged in unconscionable or deceptive acts or practices that violated the New Jersey CFA, as described above and below, and did so with the intent that the New Jersey Consumer Sub-Class rely upon their acts, concealment, suppression, or omissions.

568. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them, as described herein, and otherwise engaged in activities with a tendency or capacity to deceive.

569. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud or misrepresentations or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale of the Class Vehicles and/or the Defective Airbags installed in them.

570. Prior to installing the Defective Airbags in its vehicles, Ford knew or should have known of the Inflator Defect, because Takata informed Ford that the Defective Airbags contained the volatile and unstable ammonium nitrate and Ford approved Takata’s designs. And Ford was again made aware of the Inflator Defect in Takata’s airbags not later than 2008, when Honda first notified regulators of a problem with its Takata airbags. Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

571. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that values safety, Ford engaged in unfair or deceptive business practices in violation of the New Jersey CFA. Ford deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase or lease the Class Vehicles.

572. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and serious defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that values safety.

573. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Plaintiffs and the New Jersey Consumer Sub-Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

574. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with intent to mislead Plaintiffs and the New Jersey Consumer Sub-Class.

575. Ford knew or should have known that its conduct violated the New Jersey CFA.

576. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

577. To protect their profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences and allowed unsuspecting new and used car purchasers/lessees to continue to buy/lease the Class Vehicles and continue driving these highly dangerous vehicles.

578. Ford owed Plaintiffs and the New Jersey Consumer Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Plaintiffs and the New Jersey Consumer Sub-Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Plaintiffs and the New Jersey Consumer Sub-Class that contradicted these representations.

579. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In

light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

580. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Plaintiffs and the New Jersey Consumer Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals the Inflator Defect rather than promptly remedies them.

581. Plaintiffs and the New Jersey Consumer Sub-Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Ford's complete disregard for safety, Plaintiffs and the New Jersey Consumer Sub-Class either would not have paid as much as they did for their vehicles or would not have purchased or leased them at all. Plaintiffs and the New Jersey Consumer Sub-Class did not receive the benefit of their bargain as a result of Ford's misconduct.

582. Ford's violations present a continuing risk to Plaintiffs, the New Jersey Consumer Sub-Class, and the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

583. As a direct and proximate result of Ford's violations of the New Jersey CFA, Plaintiffs and the New Jersey Consumer Sub-Class have suffered injury-in-fact and/or actual damage.

584. Plaintiffs and the New Jersey Consumer Sub-Class are entitled to recover legal and/or equitable relief including an order enjoining Ford's unlawful conduct, treble damages, costs



and reasonable attorneys' fees, pursuant to N.J. Stat. Ann. § 56:8-19, and any other just and appropriate relief.

**I. Claims Brought on Behalf of the North Carolina Sub-Class**

**COUNT 24**

**Violation of the North Carolina Unfair and Deceptive Trade Practices Act  
N.C. Gen. Stat. § 75-1.1**

*(Formerly Count 85 in TACCAC)*

585. This claim is brought on behalf of the North Carolina Consumer Sub-Class against Ford.

586. Ford engaged in "commerce" within the meaning of N.C. Gen. Stat. § 75-1.1(b).

587. The North Carolina Unfair and Deceptive Trade Practices Act ("UDTPA") broadly prohibits "unfair or deceptive acts or practices in or affecting commerce." N.C. Gen. Stat. § 75-1.1(a). As alleged above and below, Ford willfully committed unfair or deceptive acts or practices in violation of the North Carolina UDTPA.

588. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

589. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud or misrepresentations or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale of the Class Vehicles and/or the Defective Airbags installed in them.

590. Prior to installing the Defective Airbags in its vehicles, Ford knew or should have known of the Inflator Defect, because Takata informed Ford that the Defective Airbags contained the volatile and unstable ammonium nitrate and Ford approved Takata's designs. And Ford was again made aware of the Inflator Defect in Takata's airbags not later than 2008, when Honda first

notified regulators of a problem with its Takata airbags. Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

591. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that values safety, Ford engaged in unfair or deceptive business practices in violation of the North Carolina UDTPA. Ford deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase or lease the Class Vehicles.

592. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and serious defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that values safety.

593. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Plaintiffs and the North Carolina Consumer Sub-Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

594. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with intent to Plaintiffs and the North Carolina Consumer Sub-Class.

595. Ford knew or should have known that its conduct violated the North Carolina UDTPA.

596. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

597. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences and allowed unsuspecting new and used car purchasers/lessees to continue to buy/lease the Class Vehicles and continue driving highly dangerous vehicles.

598. Ford owed Plaintiffs and the North Carolina Consumer Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Plaintiffs and the North Carolina Consumer Sub-Class; and/or

c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Plaintiffs and the North Carolina Consumer Sub-Class that contradicted these representations.

599. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

600. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Plaintiffs and the North Carolina Consumer Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

601. Plaintiffs and the North Carolina Consumer Sub-Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Ford's complete disregard for safety, Plaintiffs and the North Carolina Consumer Sub-Class either would not have paid as much as they did for their vehicles or would not have purchased or leased them at all. Plaintiffs and the North Carolina Consumer Sub-Class did not receive the benefit of their bargain as a result of Ford's misconduct.

602. Ford's violations present a continuing risk to Plaintiffs, the North Carolina Consumer Sub-Class, and the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

603. As a direct and proximate result of Ford's violations of the North Carolina UDTPA, Plaintiffs and the North Carolina Consumer Sub-Class have suffered injury-in-fact and/or actual damage.

604. Plaintiffs and the North Carolina Consumer Sub-Class members seek punitive damages against Ford because Ford's conduct was malicious, willful, reckless, wanton, fraudulent, and in bad faith.

605. Ford fraudulently and willfully misrepresented the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them, deceived the Plaintiffs and the North Carolina Consumer Sub-Class on life-or-death matters, and concealed material facts that only they knew, all to avoid the expense and public relations nightmare of correcting the myriad flaws in the Class Vehicles and/or the Defective Airbags installed in them. Because Ford's conduct was malicious, willful, reckless, wanton, fraudulent, and in bad faith, it warrants punitive damages.

606. Plaintiffs and the North Carolina Consumer Sub-Class seek an order for treble their actual damages, an order enjoining Ford's unlawful acts, costs of Court, attorneys' fees, and any other just and proper relief available under the North Carolina UDTPA, N.C. Gen. Stat. § 75-16.

**J. Claims Brought on Behalf of the Ohio Consumer Sub-Class**

**COUNT 25**

**Violation of the Consumer Sales Practices Act  
Ohio Rev. Code § 1345.01**

*(Formerly Count 87 in TACCAC)*

607. This claim is brought on behalf of the Plaintiffs and the Ohio Consumer Sub-Class against Ford.

608. Plaintiffs and the Ohio Consumer Sub-Class are “consumers” as that term is defined in Ohio Rev. Code § 1345.01(D), and their purchases and leases of the Class Vehicles with the Defective Airbags installed in them are “consumer transactions” within the meaning of Ohio Rev. Code § 1345.01(A).

609. Ford is a “supplier” as that term is defined in Ohio Rev. Code § 1345.01(C). The Ohio Consumer Sales Practices Act (“Ohio CSPA”), Ohio Rev. Code § 1345.02, broadly prohibits unfair or deceptive acts or practices in connection with a consumer transaction. Specifically, and without limitation of the broad prohibition, the Ohio CSPA prohibits suppliers from representing (i) that goods have characteristics or uses or benefits which they do not have; (ii) that their goods are of a particular quality or grade they are not; and (iii) that the subject of a consumer transaction has been supplied in accordance with a previous representation, if it has not. *Id.* Ford’s conduct as alleged above and below constitutes unfair and/or deceptive consumer sales practices in violation of Ohio Rev. Code § 1345.02.

610. By failing to disclose and actively concealing the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them, Ford engaged in deceptive business practices prohibited by the Ohio CSPA, including: representing that the Class Vehicles and/or the Defective Airbags installed in them have characteristics, uses, benefits, and qualities which they do not have; representing that they are of a particular standard, quality, and grade when they are not; representing that the subject of a transaction involving them has been supplied in accordance with a previous representation when it has not; and engaging in other unfair or deceptive acts or practices.

611. Ford’s actions as set forth above occurred in the conduct of trade or commerce.

612. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

613. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, or misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale or lease of the Class Vehicles and/or the Defective Airbags installed in them.

614. Prior to installing the Defective Airbags in its vehicles, Ford knew or should have known of the Inflator Defect, because Takata informed Ford that the Defective Airbags contained the volatile and unstable ammonium nitrate and Ford approved Takata's designs. And Ford was again made aware of the Inflator Defect in Takata's airbags not later than 2008, when Honda first notified regulators of a problem with its Takata airbags. Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

615. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that values safety, Ford engaged in unfair or deceptive business practices in violation of the Ohio CSPA. Ford deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase or lease the Class Vehicles.

616. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and serious defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that values safety.

617. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Plaintiffs and the Ohio Consumer Sub-Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

618. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with intent to mislead Plaintiffs and the Ohio Consumer Sub-Class.

619. Ford knew or should have known that its conduct violated the Ohio CSPA.

620. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

621. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences and allowed unsuspecting new and used



car purchasers/lessees to continue to buy/lease the Class Vehicles and continue driving highly dangerous vehicles.

622. Ford owed Plaintiffs and the Ohio Consumer Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Plaintiffs and the Ohio Consumer Sub-Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Plaintiffs and the Ohio Consumer Sub-Class that contradicted these representations.

623. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

624. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Plaintiffs and the Ohio Consumer Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

625. Plaintiffs and the Ohio Consumer Sub-Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them and Ford's complete disregard for safety, Plaintiffs and the Ohio Consumer Sub-Class either would not have paid as much as they did for their vehicles or would not have purchased or leased them at all. Plaintiffs and the Ohio Consumer Sub-Class did not receive the benefit of their bargain as a result of Ford's misconduct.

626. Ford's violations present a continuing risk to Plaintiffs, the Ohio Consumer Sub-Class, and the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

627. As a direct and proximate result of Ford's violations of the Ohio CSPA, Plaintiffs and the Ohio Consumer Sub-Class have suffered injury-in-fact and/or actual damage.

628. Plaintiffs and the Ohio Consumer Sub-Class members seek punitive damages against Ford because its conduct was egregious. Ford misrepresented the safety and reliability of millions of Class Vehicles and/or the Defective Airbags installed in them, concealed the Inflator Defect in millions of them, deceived the Ohio Consumer Sub-Class on life-or-death matters, and concealed material facts that only Ford knew, all to avoid the expense and public relations nightmare of correcting the serious flaw in millions of Class Vehicles and/or the Defective Airbags installed in them. Ford's egregious conduct warrants punitive damages.

629. As a result of the foregoing wrongful conduct of Ford, Plaintiffs and the Ohio Consumer Sub-Class have been damaged in an amount to be proven at trial, and seek all just and proper remedies, including, but not limited to, actual and statutory damages, an order enjoining

Ford's deceptive and unfair conduct, treble damages, court costs and reasonable attorneys' fees, pursuant to Ohio Rev. Code § 1345.09.

**K. Claims Brought on Behalf of the Pennsylvania Consumer Sub-Class**

**COUNT 26**

**Breach of the Implied Warranty of Merchantability  
13 Pa. Stat. Ann. §2314**

*(Formerly Count 90 in TACCAC)*

630. In the event the Court declines to certify a Nationwide Consumer Class under the Magnuson-Moss Warranty Act, this claim is brought on behalf of the Plaintiffs and the Pennsylvania Consumer Sub-Class against Ford.

631. Ford is and was at all relevant times a merchant with respect to motor vehicles and/or airbags within the meaning of 13 Pa. Stat. Ann. § 2104.

632. A warranty that the Class Vehicles and/or the Defective Airbags installed in them were in merchantable condition was implied by law in Class Vehicle transactions, pursuant to 13 Pa. Stat. Ann. § 2314.

633. The Class Vehicles and/or the Defective Airbags installed in them, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars and airbags are used. Specifically, they are inherently defective and dangerous in that the Defective Airbags: (a) rupture and expel metal shrapnel that tears through the airbag and poses a threat of serious injury or death to occupants; and/or (b) hyper-aggressively deploy and seriously injure occupants through contact with the airbag, instead of protecting vehicle occupants from bodily injury during accidents.

634. Ford was provided notice of these issues through customer complaints, numerous complaints filed against it and/or others, internal investigations, and numerous individual letters

and communications sent by consumers before or within a reasonable amount of time after Ford issued the recalls and the allegations of the Inflater Defect became public.

635. As a direct and proximate result of Ford's breach of the warranty of merchantability, Plaintiffs and the Pennsylvania Consumer Sub-Class have been damaged in an amount to be proven at trial.

**L. Claims Brought on Behalf of the South Carolina Consumer Sub-Class**

**COUNT 27**

**Violation of the South Carolina Unfair Trade Practices Act  
S.C. Code Ann. § 39-5-10**

*(Formerly Count 93 in TACCAC)*

636. This claim is brought on behalf of the Plaintiffs and the South Carolina Consumer Sub-Class against Ford.

637. Ford is a "person" under S.C. Code Ann. § 39-5-10. 2740. The South Carolina Unfair Trade Practices Act ("South Carolina UTPA") prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce . . . ." S.C. Code Ann. § 39-5-20(a). Ford engaged in unfair and deceptive acts or practices and violated the South Carolina UTPA by failing to disclose and actively concealing the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them. Ford's actions as set forth below and above occurred in the conduct of trade or commerce.

638. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, or misrepresentations or concealment, suppression, or omission of any material fact with

intent that others rely upon such concealment, suppression, or omission, in connection with the Class Vehicles and/or the Defective Airbags installed in them

639. Prior to installing the Defective Airbags in its vehicles, Ford knew or should have known of the Inflator Defect, because Takata informed Ford that the Defective Airbags contained the volatile and unstable ammonium nitrate and Ford approved Takata's designs. And Ford was again made aware of the Inflator Defect in Takata's airbags not later than 2008, when Honda first notified regulators of a problem with its Takata airbags. Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

640. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that values safety, Ford engaged in unfair or deceptive business practices in violation of the South Carolina UTPA. Ford deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase or lease the Class Vehicles.

641. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and serious defects discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that values safety.

642. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Plaintiffs and the South Carolina Consumer Sub-Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

643. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Plaintiffs and the South Carolina Consumer Sub-Class.

644. Ford knew or should have known that its conduct violated the South Carolina UTPA.

645. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite its knowledge of the Inflater Defect or its failure to reasonably investigate it.

646. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences and allowed unsuspecting new and used car purchasers/lessees to continue to buy/lease the Class Vehicles and continue driving highly dangerous vehicles.

647. Ford owed Plaintiffs and the South Carolina Consumer Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Plaintiffs and the South Carolina Consumer Sub-Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Plaintiffs and the South Carolina Consumer Sub-Class that contradicted these representations.

648. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

649. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Plaintiffs and the South Carolina Consumer Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

650. Plaintiffs and the South Carolina Consumer Sub-Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they

been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them and Ford's complete disregard for safety, Plaintiffs and the South Carolina Consumer Sub-Class either would not have paid as much as they did for their vehicles or would not have purchased or leased them at all. Plaintiffs and the South Carolina Consumer Sub-Class did not receive the benefit of their bargain as a result of Ford's misconduct.

651. Ford's violations present a continuing risk to Plaintiffs, the South Carolina Consumer Sub-Class, as well as to the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

652. As a direct and proximate result of Ford's violations of the South Carolina UTPA, Plaintiffs and the South Carolina Consumer Sub-Class have suffered injury-in-fact and/or actual damage.

653. Pursuant to S.C. Code Ann. § 39-5-140(a), Plaintiffs and the South Carolina Consumer Sub-Class seek monetary relief against Ford to recover for their economic losses. Because Ford's actions were willful and knowing, Plaintiffs' and the South Carolina Consumer Sub-Class' damages should be trebled. *Id.*

654. Plaintiffs and the South Carolina Consumer Sub-Class further allege that Ford's malicious and deliberate conduct warrants an assessment of punitive damages because Ford carried out despicable conduct with willful and conscious disregard of the rights and safety of others, subjecting Plaintiffs and the South Carolina Consumer Sub-Class to cruel and unjust hardship as a result. Ford intentionally and willfully misrepresented the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them, deceived Plaintiffs and the South Carolina Consumer Sub-Class on life-or-death matters, and concealed material facts that only Ford knew, all to avoid the expense and public relations nightmare of correcting a deadly flaws in the Class



Vehicles and/or the Defective Airbags installed in them. Ford's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages. Plaintiffs and the South Carolina Consumer Sub-Class further seek an order enjoining Ford's unfair or deceptive acts or practices.

**COUNT 28**

**Violation of the South Carolina Regulation of Manufacturers,  
Distributors, and Dealers Act  
S.C. Code Ann. §56-15-10**

*(Formerly Count 94 in TACCAC)*

655. This claim is brought on behalf of the Plaintiffs and the South Carolina Consumer Sub-Class against Ford.

656. Ford is a "manufacturer" as set forth in S.C. Code Ann. § 56-15-10, as it was engaged in the business of manufacturing or assembling new and unused motor vehicles.

657. Ford committed unfair or deceptive acts or practices that violated the South Carolina Regulation of Manufacturers, Distributors, and Dealers Act ("Dealers Act"), S.C. Code Ann. § 56-15-30.

658. Ford engaged in actions which were arbitrary, in bad faith, unconscionable, and which caused damage to Plaintiffs, the South Carolina Consumer Sub-Class, and the public.

659. Ford's bad faith and unconscionable actions include, but are not limited to: (1) representing that Class Vehicles and/or the Defective Airbags installed in them have characteristics, uses, benefits, and qualities which they do not have; (2) representing that they are of a particular standard, quality, and grade when they are not; (3) advertising them with the intent not to sell or lease them as advertised; (4) representing that a transaction involving them confers or involves rights, remedies, and obligations which it does not; and (5) representing that the subject of a transaction involving them has been supplied in accordance with a previous representation when it has not.

660. Ford resorted to and used false and misleading advertisements in connection with their business. As alleged above, they made numerous material statements and omissions regarding the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Each of these statements and omissions contributed to the deceptive context of Ford's unlawful advertising and representations as a whole.

661. Pursuant to S.C. Code Ann. § 56-15-110(2), Plaintiffs bring this action on behalf of themselves and the South Carolina Consumer Sub-Class, as the action is one of common or general interest to many persons and the parties are too numerous to bring them all before the court.

662. Plaintiffs and the South Carolina Consumer Sub-Class are entitled to double their actual damages, the cost of the suit, attorneys' fees pursuant to S.C. Code Ann. § 56-15-110. Plaintiffs and the South Carolina Consumer Sub-Class also seek injunctive relief under S.C. Code Ann. § 56-15-110. Plaintiffs and the South Carolina Consumer Sub-Class also seek treble damages because Ford acted maliciously.

**COUNT 29**

**Breach of the Implied Warranty of Merchantability  
S.C. Code § 36-2-314**

*(Formerly Count 95 in TACCAC)*

663. In the event the Court declines to certify a Nationwide Consumer Class under the Magnuson-Moss Warranty Act, this claim is brought on behalf of the Plaintiffs and the South Carolina Consumer Sub-Class against Ford.

664. Ford is and was at all relevant times a merchant with respect to motor vehicles and/or airbags within the meaning of S.C. Code Ann. § 36-2-314.

665. A warranty that the Class Vehicles and/or the Defective Airbags installed in them were in merchantable condition was implied by law in Class Vehicle transactions, pursuant to S.C. Code Ann. § 36-2-314.

666. The Class Vehicles and/or the Defective Airbags installed in them, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars and airbags are used. Specifically, they are inherently defective and dangerous in that the Defective Airbags: (a) rupture and expel metal shrapnel that tears through the airbag and poses a threat of serious injury or death to occupants; and/or (b) hyper-aggressively deploy and seriously injure occupants through contact with the airbag, instead of protecting vehicle occupants from bodily injury during accidents.

667. Ford was provided notice of these issues by customer complaints, by numerous complaints filed against it and/or others, by internal investigations, and by numerous individual letters and communications sent by consumers before or within a reasonable amount of time after Ford issued the recalls and the allegations of the Inflator Defect became public.

668. As a direct and proximate result of Ford's breach of the warranty of merchantability, Plaintiffs and the South Carolina Consumer Sub-Class have been damaged in an amount to be proven at trial.

**M. Claims Brought on Behalf of Tennessee Consumer Sub-Class**

**COUNT 30**

**Violation of the Tennessee Consumer Protection Act  
Tenn. Code Ann. § 47-18-101**

*(Formerly Count 96 in TACCAC)*

669. This claim is brought on behalf of the Plaintiffs and the Tennessee Consumer Sub-Class against Ford.

670. Plaintiffs and the Tennessee Consumer Sub-Class are “natural person[s]” and “consumer[s]” within the meaning of Tenn. Code Ann. § 47-18-103(2).

671. Ford is a “person” within the meaning of Tenn. Code Ann. § 47-18-103(2) (the “Act”).

672. Ford’s conduct complained of herein affected “trade,” “commerce” or “consumer transactions” within the meaning of Tenn. Code Ann. § 47-18-103(19).

673. The Tennessee Consumer Protection Act (“Tennessee CPA”) prohibits “[u]nfair or deceptive acts or practices affecting the conduct of any trade or commerce,” including but not limited to: “Representing that goods or services have . . . characteristics, [or] . . . benefits . . . that they do not have . . . ;” “Representing that goods or services are of a particular standard, quality or grade . . . if they are of another;” and “Advertising goods or services with intent not to sell them as advertised.” Tenn. Code Ann. § 47-18-104. Ford violated the Tennessee CPA by engaging in unfair or deceptive acts, including representing that Class Vehicles have characteristics or benefits that they did not have; representing that Class Vehicles are of a particular standard, quality, or grade when they are of another; and advertising Class Vehicles with intent not to sell or lease them as advertised.

674. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, or misrepresentations or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the Class Vehicles and/or the Defective Airbags installed in them.

675. Prior to installing the Defective Airbags in its vehicles, Ford knew or should have known of the Inflator Defect, because Takata informed Ford that the Defective Airbags contained the volatile and unstable ammonium nitrate and Ford approved Takata's designs. And Ford was again made aware of the Inflator Defect in Takata's airbags not later than 2008, when Honda first notified regulators of a problem with its Takata airbags. Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

676. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that values safety, Ford engaged in unfair or deceptive business practices in violation of the Tennessee CPA. Ford deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase or lease the Class Vehicles.

677. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and serious defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that values safety.

678. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers,

including Plaintiffs and the Tennessee Consumer Sub-Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

679. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Plaintiffs and the Tennessee Consumer Sub-Class.

680. Ford knew or should have known that its conduct violated the Tennessee CPA.

681. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

682. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences and allowed unsuspecting new and used car purchasers/lessees to continue to buy/lease the Class Vehicles and continue driving highly dangerous vehicles.

683. Ford owed Plaintiffs and the Tennessee Consumer Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;

b. Intentionally concealed the foregoing from Plaintiffs and the Tennessee Consumer Sub-Class; and/or

c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Plaintiffs and the Tennessee Consumer Sub-Class that contradicted these representations.

684. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

685. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Plaintiffs and the Tennessee Consumer Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

686. Plaintiffs and the Tennessee Consumer Sub-Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Ford's complete disregard for safety, Plaintiffs and the Tennessee Consumer Sub-Class either would not have paid as much as they did for their vehicles or would not have purchased or leased them at all. Plaintiffs and the Tennessee Consumer Sub-Class did not receive the benefit of their bargain as a result of Ford's misconduct.

687. Ford's violations present a continuing risk to Plaintiffs, the Tennessee Consumer Sub-Class, and the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

688. As a direct and proximate result of Ford's violations of the Tennessee CPA, Plaintiffs and the Tennessee Consumer Sub-Class have suffered injury-in-fact and/or actual damage.

689. Pursuant to Tenn. Code Ann. § 47-18-109(a), Plaintiffs and the Tennessee Consumer Sub-Class seek monetary relief against Ford measured as actual damages in an amount to be determined at trial, treble damages as a result of Ford's willful or knowing violations, and any other just and proper relief available under the Tennessee CPA.

**N. Claims Brought on Behalf of the Texas Consumer Sub-Class**

**COUNT 31**

**Violation of the Deceptive Trade Practices Act  
Tex. Bus. & Com. Code § 17.41**

*(Formerly Count 97 in TACCAC)*

690. This claim is brought on behalf of the Plaintiffs and the Texas Consumer Sub-Class against Ford.

691. Plaintiffs and the Texas Consumer Sub-Class are individuals, partnerships, and corporations with assets of less than \$25 million (or are controlled by corporations or entities with less than \$25 million in assets). *See* Tex. Bus. & Com. Code § 17.41.

692. The Texas Deceptive Trade Practices-Consumer Protection Act ("Texas DTPA") prohibits "[f]alse, misleading, or deceptive acts or practices in the conduct of any trade or commerce," Tex. Bus. & Com. Code § 17.46(a), and an "unconscionable action or course of action," which means "an act or practice which, to a consumer's detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree."



Tex. Bus. & Com. Code § 17.45(5); Tex. Bus. & Com. Code § 17.50(a)(3). Ford has committed false, misleading, unconscionable, and deceptive acts or practices in the conduct of trade or commerce.

693. Ford also violated the Texas DTPA by: (1) representing that the Class Vehicles and/or the Defective Airbags installed in them have characteristics, uses, benefits, and qualities which they do not have; (2) representing that they are of a particular standard, quality, and grade when they are not; (3) advertising them with the intent not to sell or lease them as advertised; and (4) failing to disclose information concerning them with the intent to induce consumers to purchase or lease them.

694. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

695. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, or misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale or lease of the Class Vehicles and/or the Defective Airbags installed in them.

696. Prior to installing the Defective Airbags in its vehicles, Ford knew or should have known of the Inflator Defect, because Takata informed Ford that the Defective Airbags contained the volatile and unstable ammonium nitrate and Ford approved Takata's designs. And Ford was again made aware of the Inflator Defect in Takata's airbags not later than 2008, when Honda first notified regulators of a problem with its Takata airbags. Ford failed to disclose and actively

concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

697. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that values safety, Ford engaged in unfair or deceptive business practices in violation of the Texas DTPA. Ford deliberately withheld the information about the propensity of the Defective Airbags violently exploding and/or expelling vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase or lease the Class Vehicles.

698. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and serious defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that values safety.

699. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Plaintiffs and the Texas Consumer Sub-Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

700. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Plaintiffs and the Texas Consumer Sub-Class.

701. Ford knew or should have known that its conduct violated the Texas DTPA.

702. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

703. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences and allowed unsuspecting new and used car purchasers/lessees to continue to buy/lease the Class Vehicles and continue driving highly dangerous vehicles.

704. Ford owed Plaintiffs and the Texas Consumer Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Plaintiffs and the Texas Consumer Sub-Class; and/or

c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Plaintiffs and the Texas Consumer Sub-Class that contradicted these representations.

705. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

706. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Plaintiffs and the Texas Consumer Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

707. Plaintiffs and the Texas Consumer Sub-Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Ford's complete disregard for safety, Plaintiffs and the Texas Consumer Sub-Class either would not have paid as much as they did for their vehicles or would not have purchased or leased them at all. Plaintiffs and the Texas Consumer Sub-Class did not receive the benefit of their bargain as a result of Ford's misconduct.

708. Ford's violations present a continuing risk to Plaintiffs, the Texas Consumer Sub-Class, and the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

709. As a direct and proximate result of Ford's violations of the Texas DTPA, Plaintiffs and the Texas Consumer Sub-Class have suffered injury-in-fact and/or actual damage.

710. Pursuant to Tex. Bus. & Com. Code § 17.50(a)(1) and (b), Plaintiffs and the Texas Consumer Sub-Class seek monetary relief against Ford measured as actual damages in an amount to be determined at trial, treble damages for Ford's knowing violations of the Texas DTPA, and any other just and proper relief available under the Texas DTPA.

711. For those Texas Consumer Sub-Class members who wish to rescind their purchases, they are entitled under Tex. Bus. & Com. Code § 17.50(b)(4) to rescission and other relief necessary to restore any money or property that was acquired from them based on violations of the Texas DTPA.

712. Plaintiffs and the Texas Consumer Sub-Class also seek court costs and attorneys' fees under § 17.50(d) of the Texas DTPA.

713. In accordance with Tex. Bus. & Com. Code § 17.505(a), Plaintiffs' counsel, on behalf of the Texas Consumer Plaintiffs, served Ford with notice of its alleged violations of the Texas DTPA relating to the Class Vehicles and/or the Defective Airbags installed in them purchased by Plaintiffs and the Texas Consumer Sub-Class, and demanded that Ford correct or agree to correct the actions described therein. As Ford has failed to do so, Plaintiffs and the Texas Consumer Sub-Class seek compensatory and monetary damages to which Plaintiffs and the Texas Consumer Sub-Class are entitled.

**COUNT 32**

**Breach of the Implied Warranty of Merchantability  
Tex. Bus. & Com. Code § 2.314**

*(Formerly Count 98 in TACCAC)*

714. In the event the Court declines to certify a Nationwide Consumer Class under the Magnuson-Moss Warranty Act, this claim is brought on behalf of the Texas Consumer Sub-Class against Ford.

715. Ford is and was at all relevant times a merchant with respect to motor vehicles and/or airbags within the meaning of Tex. Bus. & Com. Code § 2.104.

716. A warranty that the Class Vehicles and/or the Defective Airbags installed in them were in merchantable condition was implied by law in Class Vehicle transactions, pursuant to Tex. Bus. & Com. Code § 2.314.

717. The Class Vehicles and/or the Defective Airbags installed in them, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars and airbags are used. Specifically, they are inherently defective and dangerous in that the Defective Airbags: (a) rupture and expel metal shrapnel that tears through the airbag and poses a threat of serious injury or death to occupants; and/or (b) hyper-aggressively deploy and seriously injure occupants through contact with the airbag, instead of protecting vehicle occupants from bodily injury during accidents.

718. Ford was provided notice of these issues by its knowledge of the issues, by customer complaints, by numerous complaints filed against it and/or others, by internal investigations, and by numerous individual letters and communications sent by consumers before or within a reasonable amount of time after Ford issued the recalls and the allegations of the Inflator Defect became public.

719. As a direct and proximate result of Ford's breach of the warranty of merchantability, Plaintiffs and the Texas Consumer Sub-Class have been damaged in an amount to be proven at trial.

**O. Claims Brought on Behalf of the Virginia Consumer Sub-Class**

**COUNT 33**

**Violation of the Virginia Consumer Protection Act  
Va. Code Ann. § 59.1-196**

*(Formerly Count 99 in TACCAC)*

720. This claim is brought on behalf of the Plaintiffs and the Virginia Consumer Sub-Class against Ford.

721. Ford is a "supplier" under Va. Code Ann. § 59.1-198.

722. The sale of the Class Vehicles with the Defective Airbags installed in them to the Class members was a "consumer transaction" within the meaning of Va. Code Ann. § 59.1-198.

723. The Virginia Consumer Protection Act ("Virginia CPA") lists prohibited "practices," which include: "5. Misrepresenting that good or services have certain characteristics . . . ;" "6. Misrepresenting that goods or services are of a particular standard, quality, grade style, or model;" "8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the price or upon the terms advertised;" "9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;" and "14. Using any other deception, fraud, or misrepresentation in connection with a consumer transaction." Va. Code Ann. § 59.1-200.

724. Ford violated the Virginia CPA by misrepresenting that the Class Vehicles and/or the Defective Airbags installed in them had certain quantities, characteristics, ingredients, uses, or benefits; misrepresenting that they were of a particular standard, quality, grade, style, or model when they were another; advertising them with intent not to sell or lease them as advertised; and

otherwise “using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction.”

725. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, or misrepresentations or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale of the Class Vehicles and/or the Defective Airbags installed in them.

726. Prior to installing the Defective Airbags in its vehicles, Ford knew or should have known of the Inflator Defect, because Takata informed Ford that the Defective Airbags contained the volatile and unstable ammonium nitrate and Ford approved Takata’s designs. And Ford was again made aware of the Inflator Defect in Takata airbags not later than 2008, when Honda first notified regulators of a problem with its Takata airbags. Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

727. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that values safety, Ford engaged in unfair or deceptive business practices in violation of the Virginia CPA. Ford deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy and/or violently explode and spray vehicle occupants with lethal amounts of metal debris



and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase or lease the Class Vehicles.

728. In the course of Ford's business, it willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and serious defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that values safety.

729. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Plaintiffs and the Virginia Consumer Sub-Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

730. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Plaintiffs and the Virginia Consumer Sub-Class.

731. Ford knew or should have known that its conduct violated the Virginia CPA.

732. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite its knowledge of the Inflater Defect or its failure to reasonably investigate it.

733. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences and allowed unsuspecting new and used car purchasers/lessees to continue to buy/lease the Class Vehicles and continue driving highly dangerous vehicles.

734. Ford owed Plaintiffs and the Virginia Consumer Sub-Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Plaintiffs and the Virginia Consumer Sub-Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Plaintiffs and the Virginia Consumer Sub-Class that contradicted these representations.

735. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

736. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Plaintiffs and the Virginia Consumer Sub-Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an

otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

737. Plaintiffs and the Virginia Consumer Sub-Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them and Ford's complete disregard for safety, Plaintiffs and the Virginia Consumer Sub-Class either would not have paid as much as they did for their vehicles or would not have purchased or leased them at all. Plaintiffs and the Virginia Consumer Sub-Class did not receive the benefit of their bargain as a result of Ford's misconduct.

738. Ford's violations present a continuing risk to Plaintiffs, the Virginia Consumer Sub-Class, and the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

739. As a direct and proximate result of Ford's violations of the Virginia CPA, Plaintiffs and the Virginia Consumer Sub-Class have suffered injury-in-fact and/or actual damage.

740. Pursuant to Va. Code Ann. § 59.1-204, Plaintiffs and the Virginia Consumer Sub-Class seek monetary relief against Ford measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of \$500 for each Plaintiffs and each of the Virginia Consumer Sub-Class members. Because Ford's conduct was committed willfully and knowingly, Plaintiffs and each of the Virginia Consumer Sub-Class members, are therefore entitled to recover the greater of three times actual damages or \$1,000.

741. Plaintiffs and the Virginia Consumer Sub-Class also seek an order enjoining Ford's unfair and/or deceptive acts or practices, punitive damages, and attorneys' fees, and any other just and proper relief available under General Business Law § 59.1-204.

**COUNT 34**

**Breach of the Implied Warranty of Merchantability  
Va. Code Ann. § 8.2-314.**

*(Formerly Count 100 in TACCAC)*

742. In the event the Court declines to certify a Nationwide Consumer Class under the Magnuson-Moss Warranty Act, this claim is brought on behalf of the Plaintiffs and the Virginia Consumer Sub-Class against Ford.

743. Ford is and was at all relevant times a merchant with respect to motor vehicles and/or airbags within the meaning of Va. Code Ann. § 8.2-314.

744. A warranty that the Class Vehicles and/or the Defective Airbags installed in them were in merchantable condition was implied by law in Class Vehicle transactions, pursuant to Va. Code Ann. § 8.2-314.

745. The Class Vehicles and/or the Defective Airbags installed in them, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars and airbags are used. Specifically, they are inherently defective and dangerous in that the Defective Airbags: (a) rupture and expel metal shrapnel that tears through the airbag and poses a threat of serious injury or death to occupants; and/or (b) hyper-aggressively deploy and seriously injure occupants through contact with the airbag, instead of protecting vehicle occupants from bodily injury during accidents.

746. Ford was provided notice of these issues through customer complaints, numerous complaints filed against it and/or others, internal investigations, and numerous individual letters and communications sent by consumers before or within a reasonable amount of time after Ford issued the recalls and the allegations of the Inflator Defect became public.

747. As a direct and proximate result of Ford's breach of the warranty of merchantability, Plaintiffs and the Virginia Consumer Sub-Class have been damaged in an amount to be proven at trial.

**III. Automotive Recycler Claims**

**COUNT 35**

**Violation of the Florida Deceptive and Unfair Trade Practices Act,  
Fla. Stat. §§ 501.201, et seq.**

748. This claim is brought by Butler individually and on behalf of the Florida Automotive Recycler Class against Ford.

749. Butler and the Florida Automotive Recycler Class are "consumers" within the meaning of Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Fla. Stat. § 501.203(7).

750. Ford is engaged in "trade or commerce" within the meaning of Fla. Stat. § 501.203(8).

751. The FDUTPA prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce. . . ." Fla. Stat. § 501.204(1). Ford participated in unfair and deceptive trade practices that violated the FDUTPA as described herein.

752. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

753. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles and/or the Defective Airbags installed in them.

754. As alleged above, Ford has known of the Inflator Defect in the Defective Airbags since the early 2000s, but failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

755. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued safety, Ford engaged in unfair or deceptive business practices in violation of the FDUTPA. Ford deliberately withheld the information about the propensity of the Defective Airbags to violently explode and/or expel vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase the Class Vehicles.

756. In the course of its business, Ford willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and the serious Inflator Defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that valued safety.

757. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Butler and the Florida Automotive Recycler Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

758. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Butler and the Florida Automotive Recycler Class.

759. Ford knew or should have known that its conduct violated the FDUTPA.

760. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as safe and reliable, despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

761. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences, and allowed unsuspecting new and used car purchasers to continue to buy/lease the Class Vehicles, and allowed Butler and the Florida Automotive Recycler Class to continue the resale of highly dangerous vehicles and vehicle parts.

762. Ford owed Butler and the Florida Automotive Recycler Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Butler and the Florida Automotive Recycler Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Butler and the Florida Automotive Recycler Class that contradicted these representations.

763. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

764. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Butler and the Florida Automotive

Recycler Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

765. Butler and the Florida Automotive Recycler Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Ford's complete disregard for safety, Butler and the Florida Automotive Recycler Class either would not have paid as much for their vehicles or would not have purchased them at all. Butler and the Florida Automotive Recycler Class did not receive the benefit of their bargain as a result of Ford's misconduct.

766. Butler and the Florida Automotive Recycler Class risk irreparable injury as a result of Ford's acts and omissions in violation of the FDUTPA, and these violations present a continuing risk to Butler, the Florida Automotive Recycler Class, and the general public. Ford's unlawful acts and practices complained of herein affect the public interest. The recalls and repairs instituted by Ford have not been adequate.

767. As a direct and proximate result of Ford's violations of the FDUTPA, Butler and the Florida Automotive Recycler Class have suffered injury-in-fact and/or actual damage.

768. Butler and the Florida Automotive Recycler Class are entitled to recover their actual damages under Fla. Stat. § 501.211(2) and attorneys' fees under Fla. Stat. § 501.2105(1).

769. Butler and the Florida Automotive Recycler Class also seek an order enjoining Ford's unfair, unlawful, and/or deceptive practices and awarding declaratory relief, attorneys' fees, and any other just and proper relief available under the FDUTPA.



**COUNT 36**

**Violation of the Georgia Uniform Deceptive Trade Practices Act,  
Ga. Code Ann. §§ 10-1-370 *et seq.***

770. This claim is brought on behalf of Weaver individually and on behalf of the Georgia Automotive Recycler Class against Ford.

771. Weaver, the Georgia Automotive Recycler Class, and Ford are “persons” “within the meaning of Georgia Uniform Deceptive Trade Practices Act (“Georgia UDTPA”), Ga. Code Ann. § 10-1-371(5).

772. The Georgia UDTPA prohibits “deceptive trade practices,” which include the “misrepresentation of standard or quality of goods or services,” and “engaging in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.” Ga. Code Ann. § 10-1-372(a). By failing to disclose and actively concealing the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them, Ford engaged in deceptive trade practices prohibited by the Georgia UDTPA.

773. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

774. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles and/or the Defective Airbags installed in them.

775. As alleged above, Ford has known of the Inflator Defect in the Defective Airbags since the early 2000s—including through inflator development, testing incidents, field incidents, and public recalls—but failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

776. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and

of high quality, and by presenting itself as a reputable manufacturer that valued safety, Ford engaged in unfair or deceptive business practices in violation of the Georgia UDTPA. Ford deliberately withheld the information about the propensity of the Defective Airbags to violently explode and/or expel vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase the Class Vehicles.

777. In the course of its business, Ford willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and the serious Inflator Defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that valued safety.

778. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Weaver and the Georgia Automotive Recycler Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

779. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Weaver and the Georgia Automotive Recycler Class.

780. Ford knew or should have known that its conduct violated the Georgia UDTPA.

781. As alleged above, Ford has known of the Inflator Defect in the Defective Airbags since the early 2000s—including through inflator development, testing incidents, field incidents, and public recalls—but failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as

safe and reliable, despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

782. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences, and allowed unsuspecting new and used car purchasers to continue to buy/lease the Class Vehicles, and allowed Weaver and the Georgia Automotive Recycler Class to continue the resale of highly dangerous vehicles and vehicle parts.

783. Ford owed Weaver and the Georgia Automotive Recycler Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Weaver and the Georgia Automotive Recycler Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Weaver and the Georgia Automotive Recycler Class that contradicted these representations.

784. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

785. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Weaver and the Georgia Automotive Recycler Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

786. Weaver and the Georgia Automotive Recycler Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Ford's complete disregard for safety, Weaver and the Georgia Automotive Recycler Class either would not have paid as much for their vehicles or would not have purchased or leased them at all. Weaver and the Georgia Automotive Recycler Class did not receive the benefit of their bargain as a result of Ford's misconduct.

787. Weaver and the Georgia Automotive Recycler Class risk irreparable injury as a result of Ford's acts and omissions in violation of the Georgia UDTPA, and these violations present a continuing risk to Weaver, the Georgia Automotive Recycler Class, and the general public. Ford's unlawful acts and practices complained of herein affect the public interest. The recalls and repairs instituted by Ford have not been adequate.

788. As a direct and proximate result of Ford's violations of the Georgia UDTPA, Weaver and the Georgia Automotive Recycler Class have suffered injury-in-fact and/or actual damage.

789. Weaver and the Georgia Automotive Recycler Class are entitled to recover their general damages under Ga. Code § 10-1-399(a) and attorneys' fees under Ga. Code § 10-1-399(d).

790. Weaver and the Georgia Automotive Recycler Class seek an order enjoining Ford's unfair, unlawful, and/or deceptive practices, and awarding attorneys' fees, and any other just and proper relief available under the Georgia UDTPA per Ga. Code Ann. § 10-1-373.

791. Weaver and the Georgia Automotive Recycler Class seek exemplary damages against Ford because Ford's conduct was intentional.

792. Ford fraudulently and willfully misrepresented the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them, deceived Weaver and the Georgia Automotive Recycler Class on life-or-death matters, and concealed material facts that only Ford knew, all to avoid the expense and public relations nightmare of correcting the myriad flaws in the

Class Vehicles and/or the Defective Airbags installed in them. Because Ford's conduct was intentional, it warrants exemplary damages.

793. In accordance with Ga. Code Ann. § 10-1-399(b), counsel on behalf of Weaver served Ford with notice of their alleged violations of the Georgia UDTPA relating to the Class Vehicles and/or the Defective Airbags installed in them purchased by Weaver and the Georgia Automotive Recycler Class, and demanded that Ford correct or agree to correct the actions described therein. Ford have failed to do so.

### **COUNT 37**

#### **Violation of the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq.***

794. This claim is brought by Weaver and Young's individually and on behalf of the North Carolina Automotive Recycler Class against Ford.

795. Ford engaged in "commerce" within the meaning of N.C. Gen. Stat. § 75-1.1(b).

796. The North Carolina Act broadly prohibits "unfair or deceptive acts or practices in or affecting commerce." N.C. Gen. Stat. § 75-1.1(a). As alleged above and below, Ford willfully committed unfair or deceptive acts or practices in violation of the North Carolina Act.

797. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

798. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles and/or the Defective Airbags installed in them.

799. As alleged above, Ford has known of the Inflator Defect in the Defective Airbags since the early 2000s—including through inflator development, testing incidents, field incidents,

and public recalls—but failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

800. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued safety, Ford engaged in unfair or deceptive business practices in violation of the North Carolina Act. Ford deliberately withheld the information about the propensity of the Defective Airbags to aggressively deploy, and/or explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase Class Vehicles.

801. In the course of its business, Ford willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and the serious Inflator Defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that valued safety.

802. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in purchasers, and were likely to and did in fact deceive reasonable consumers, including Weaver, Young's, and the North Carolina Automotive Recycler Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

803. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Weaver, Young's, and the North Carolina Automotive Recycler Class.

804. Ford knew or should have known that its conduct violated the North Carolina Act.

805. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or

misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as safe and reliable, despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

806. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences, and allowed unsuspecting car purchasers to continue to buy/lease the Class Vehicles, and allowed Weaver, Young's, and the North Carolina Automotive Recycler Class to continue the resale of highly dangerous vehicles and vehicle parts.

807. Ford owed Weaver, Young's, and the North Carolina Automotive Recycler Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Weaver, Young's, and the North Carolina Automotive Recycler Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Weaver, Young's, and the North Carolina Automotive Recycler Class that contradicted these representations.

808. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

809. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Weaver, Young's, and the North Carolina Automotive Recycler Class. A vehicle made by a reputable manufacturer of safe vehicles is worth

more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

810. Weaver, Young's, and the North Carolina Automotive Recycler Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Ford's complete disregard for safety, Weaver, Young's, and the North Carolina Automotive Recycler Class either would not have paid as much for their vehicles or would not have purchased or leased them at all. Weaver, Young's, and the North Carolina Automotive Recycler Class did not receive the benefit of their bargain as a result of Ford's misconduct.

811. Weaver, Young's, and the North Carolina Automotive Recycler Class risk irreparable injury as a result of Ford's acts and omissions in violation of the North Carolina Act, and these violations present a continuing risk to Weaver, Young's, the North Carolina Automotive Recycler Class, and the general public. Ford's unlawful acts and practices complained of herein affect the public interest. The recalls and repairs instituted by Ford have not been adequate.

812. As a direct and proximate result of Ford's violations of the North Carolina Act, Weaver, Young's, and the North Carolina Automotive Recycler Class have suffered injury-in-fact and/or actual damage.

813. Weaver, Young's, and the North Carolina Automotive Recycler Class seek punitive damages against Ford because Ford's conduct was malicious, willful, reckless, wanton, fraudulent, and in bad faith.

814. Ford fraudulently and willfully misrepresented the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them, deceived Weaver, Young's, and North Carolina Automotive Recycler Class on life-or-death matters, and concealed material facts that only Ford knew, all to avoid the expense and public relations nightmare of correcting the myriad flaws in the Class Vehicles and/or the Defective Airbags installed in them. Because Ford's conduct was malicious, willful, reckless, wanton, fraudulent, and in bad faith, it warrants punitive damages.



815. Weaver, Young's, and the North Carolina Automotive Recycler Class seek an order for treble their actual damages, an order enjoining Ford's unlawful acts, costs of Court, attorney's fees, and any other just and proper relief available under the North Carolina Act, N.C. Gen. Stat. § 75-16.

**COUNT 38**

**Violation of the Tennessee Consumer Protection Act,  
Tenn. Code Ann. §§ 47-18-101, *et seq.***

816. This claim is brought by Knox individually and on behalf of the Tennessee Automotive Recycler Class against Ford.

817. Knox and the Tennessee Automotive Recycler Class are "consumers" within the meaning of Tennessee Consumer Protection Act, Tenn. Code § 47-18-103(2).

818. The Tennessee Consumer Protection Act ("TCPA") prohibits "unfair or deceptive acts or practices affecting the conduct of any trade or commerce." Tenn. Code Ann. § 47-18-104(b). Ford has committed unfair or deceptive acts or practices affecting the conduct of any trade or commerce as described herein.

819. Ford also violated the TCPA by: (1) representing that the Class Vehicles and/or the Defective Airbags installed in them have characteristics, uses, or benefits which they do not have; (2) representing that they are of a particular standard, quality, and grade when they are not; (3) advertising them with the intent not to sell them as advertised; and (4) using statements or illustrations in advertisements which created a false impression of their grade, quality, value or usability.

820. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

821. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any

material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles and/or the Defective Airbags installed in them.

822. As alleged above, Ford has known of the Inflator Defect in the Defective Airbags since the early 2000s—including through inflator development, testing incidents, field incidents, and public recalls—but failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

823. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued safety, Ford engaged in unfair or deceptive business practices in violation of the TCPA. Ford deliberately withheld the information about the propensity of the Defective Airbags to violently explode and/or expel vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents and/or failing to deploy altogether, in order to ensure that consumers would purchase Class Vehicles.

824. In the course of its business, Ford willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and the serious Inflator Defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that valued safety.

825. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in purchasers, and were likely to and did in fact deceive reasonable consumers, including Knox and the Tennessee Automotive Recycler Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

826. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Knox and the Tennessee Automotive Recycler Class.

827. Ford knew or should have known that its conduct violated the TCPA.

828. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as safe and reliable, despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

829. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences, and allowed unsuspecting car purchasers to continue to buy/lease the Class Vehicles, and allowed Knox and the Tennessee Automotive Recycler Class to continue the resale of highly dangerous vehicles and vehicle parts.

830. Ford owed Knox and the Tennessee Automotive Recycler Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Knox and the Tennessee Automotive Recycler Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Knox and the Tennessee Automotive Recycler Class that contradicted these representations.

831. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In

light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

832. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Knox and the Tennessee Automotive Recycler Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

833. Knox and the Tennessee Automotive Recycler Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Ford's complete disregard for safety, automotive recyclers like Knox and the Tennessee Automotive Recycler Class would not have paid as much for their vehicles or would not have purchased them at all. Knox and the Tennessee Automotive Recycler Class did not receive the benefit of their bargain as a result of Ford's misconduct.

834. Knox and the Tennessee Automotive Recycler Class risk irreparable injury as a result of Ford's acts and omissions in violation of the TCPA, and these violations present a continuing risk to Knox and the Tennessee Automotive Recycler Class, as well as to the general public. Ford's unlawful acts and practices complained of herein affect the public interest. The recalls and repairs instituted by Ford have not been adequate.

835. As a direct and proximate result of Ford's violations of the TCPA, Knox and the Tennessee Automotive Recycler Class have suffered injury-in-fact and/or actual damage.

836. Pursuant to Tenn. Code Ann. § 47-18-109(a), Knox and the Tennessee Automotive Recycler Class seek monetary relief against Ford measured as actual damages in an amount to be determined at trial, treble damages for Ford's knowing or willful violations of the TCPA, and any other just and proper relief available under the TCPA.

837. Plaintiffs also seek an order enjoining Ford's unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys' fees, and any other just and proper relief available under the TCPA.

**COUNT 39**

**Violation of the Texas Deceptive Trade Practices Act,  
Tex. Bus. & Com. Code §§ 17.41, *et seq.***

838. This claim is brought by Snyder's individually and on behalf of the Texas Automotive Recycler Class against Ford.

839. Snyder's and the Texas Automotive Recycler Class are individuals, partnerships and corporations with assets of less than \$25 million (or are controlled by corporations or entities with less than \$25 million in assets). *See* Tex. Bus. & Com. Code § 17.41.

840. The Texas Deceptive Trade Practices-Consumer Protection Act ("Texas DTPA") prohibits "[f]alse, misleading, or deceptive acts or practices in the conduct of any trade or commerce," Tex. Bus. & Com. Code § 17.46(a), and an "unconscionable action or course of action," which means "an act or practice which, to a consumer's detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree," Tex. Bus. & Com. Code §§ 17.45(5), 17.50(a)(3). Ford has committed false, misleading, unconscionable, and deceptive acts or practices in the conduct of trade or commerce as described herein.

841. Ford also violated the Texas DTPA by: (1) representing that the Class Vehicles and/or the Defective Airbags installed in them have characteristics, uses, benefits, and qualities which they do not have; (2) representing that they are of a particular standard, quality, and grade when they are not; (3) advertising them with the intent not to sell or lease them as advertised; and (4) failing to disclose information concerning them with the intent to induce consumers to purchase or lease them.

842. In the course of its business, Ford failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

843. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles and/or the Defective Airbags installed in them.

844. As alleged above, Ford has known of the Inflator Defect in the Defective Airbags since the early 2000s—including through inflator development, testing incidents, field incidents, and public recalls—but failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

845. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued safety, Ford engaged in unfair or deceptive business practices in violation of the Texas DTPA. Ford deliberately withheld the information about the propensity of the Defective Airbags to violently explode and/or expel vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that consumers would purchase the Class Vehicles.

846. In the course of its business, Ford willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and the serious Inflator Defect discussed above. Ford compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be a reputable manufacturer that valued safety.

847. Ford's unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers,

including Snyder's and the Texas Automotive Recycler Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Ford's brands, and the true value of the Class Vehicles.

848. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Snyder's and the Texas Automotive Recycler Class.

849. Ford knew or should have known that its conduct violated the Texas DTPA.

850. As alleged above, Ford made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as safe and reliable, despite its knowledge of the Inflator Defect or its failure to reasonably investigate it.

851. To protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences, and allowed unsuspecting car purchasers to continue to buy/lease the Class Vehicles, and allowed Snyder's and the Texas Automotive Recycler Class to continue the resale of highly dangerous vehicles and vehicle parts.

852. Ford owed Snyder's and the Texas Automotive Recycler Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Ford:

- a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;
- b. Intentionally concealed the foregoing from Snyder's and the Texas Automotive Recycler Class; and/or
- c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Snyder's and the Texas Automotive Recycler Class that contradicted these representations.

853. Because Ford fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to Class Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

854. Ford's failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Snyder's and the Texas Automotive Recycler Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

855. Snyder's and the Texas Automotive Recycler Class suffered ascertainable loss caused by Ford's misrepresentations and its failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Ford's complete disregard for safety, automotive recyclers like Snyder's and the Texas Automotive Recycler Class would not have paid as much for their vehicles or would not have purchased them at all. Snyder's and the Texas Automotive Recycler Class did not receive the benefit of their bargain as a result of Ford's misconduct.

856. Snyder's and the Texas Automotive Recycler Class risk irreparable injury as a result of Ford's acts and omissions in violation of the Texas DTPA, and these violations present a continuing risk to Snyder's and the Texas Automotive Recycler Class, as well as to the general public. Ford's unlawful acts and practices complained of herein affect the public interest. The recalls and repairs instituted by Ford have not been adequate.

857. As a direct and proximate result of Ford's violations of the Texas DTPA, Snyder's and the Texas Automotive Recycler Class have suffered injury-in-fact and/or actual damage.

858. Pursuant to Tex. Bus. & Com. Code §§ 17.50(a)(1) and (b), Snyder's and the Texas Automotive Recycler Class seek monetary relief against Ford measured as actual damages in an



amount to be determined at trial, treble damages for Ford's knowing violations of the Texas DTPA, and any other just and proper relief available under the Texas DTPA.

859. For those Texas Automotive Recycler Class members who wish to rescind their purchases, they are entitled under Tex. Bus. & Com. Code § 17.50(b)(4) to rescission and other relief necessary to restore any money or property that was acquired from them based on violations of the Texas DTPA.

860. Snyder's and the Texas Automotive Recycler Class also seek court costs and attorneys' fees under § 17.50(d) of the Texas DTPA.

861. In accordance with Tex. Bus. & Com. Code § 17.505(a), counsel on behalf of Snyder's served Ford with notice of their alleged violations of the Texas DTPA relating to the Class Vehicles and/or the Defective Airbags installed in them purchased by Snyder's and the Texas Automotive Recycler Class, and demanded that Ford correct or agree to correct the actions described therein. Ford have failed to do so.

#### **COUNT 40**

##### **Violation of the Lanham (Trademark) Act, 15 U.S.C. §§ 1501, *et seq.***

862. This claim is brought individually by Automotive Recycler Plaintiffs and on behalf of the Nationwide Automotive Recycler Class against Ford.

863. The Lanham Act, 15 U.S.C. § 1125(a), entitled "False designation of origin, false descriptions, and dilution forbidden," provides in pertinent part:

(1) Any person who, on or in connection with any goods or services, or any container for goods, uses in commerce any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which—

(A) is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of such person with another

person, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities by another person, or

(B) in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person's goods, services, or commercial activities, shall be liable in a civil action by any person who believes that he or she is or is likely to be damaged by such act.

864. Ford used and/or continues to use in commerce false or misleading descriptions of fact, and/or false or misleading representations and/or omissions of fact, which misrepresented, and were likely to cause and/or did cause confusion and mistake or to deceive, regarding Takata's Defective Airbags, the safety of the Defective Airbags and the Class Vehicles, the scope and cause of the Inflator Defect, and the extent of unreasonable danger of death or personal injury related to the Inflator Defect.

865. As detailed more fully above, Ford's representations, omissions, statements, and false commentary have included misleading representations about the safety of the Class Vehicles and the scope of the Inflator Defect to:

- a. the public and Class Vehicle purchasers, both in the form of advertising and responding to initial recall concerns;
- b. the U.S. Congress;
- c. the media; and
- d. federal regulators.

866. Ford's representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite its knowledge of the Inflator Defect or its failure to reasonably investigate it. At all relevant times, in advertisements and promotional materials, Ford continuously maintained that its vehicles were safe and reliable.

867. In addition to those in the General Factual Allegations, examples of Ford's safety and reliability misrepresentations, from 2000 through the present, include but are not limited to the following:

- In 2006, Ford represented in brochures that its cars possessed "up-to-the-minute safety and security systems help protect you and your passengers out there on the road."
- In 2006, Ford also represented in brochures that its cars contained a: "Personal Safety System®," which "enhances protection for the driver and front passenger in certain frontal collisions. The system customizes the deployment of the dual-stage front airbags based on several criteria, including the driver's seat position, whether the front safety belts are in use, the amount of pressure exerted on the front-passenger's seat, and the overall severity of the impact."
- In 2015, Ford represented on its website: "At Ford, we hold ourselves to very high standards for vehicle safety. The fact is, vehicle safety is a critical part of our brand promise to Go Further. We aim to give customers peace of mind and make the world safer by developing advanced safety technologies and making them available across a wide range of vehicles."

868. In addition to false and misleading statements and omissions to consumers, Ford also made false and misleading statements to federal regulators and the media regarding the scope and cause of the Inflator Defect, as set forth above.

869. Each of these statements is materially false and misrepresented and created confusion and likelihood of mistake as to the nature, characteristics, and qualities of its airbags, the root cause of Inflator Defect, the value of the vehicles in which its airbags were installed, the number of affected vehicles, and the extent of the unreasonable danger of death or personal injury related to the Inflator Defect.

870. Ford's misleading representations of fact relating to the Defective Airbags caused actual injury to automotive recyclers and other industry participants.

871. Ford's statements were made in commercial advertising or in promotion of vehicles equipped with Defective Airbags.

872. Ford had an economic motivation for making its statements, as it was incentivized to sell as many airbags and vehicles as possible, and minimize lost profits associated with Defective Airbags.

873. Ford's misleading statements had a material effect on the purchasing decisions of automotive recyclers. These omitted and concealed facts were material because they would be relied on by a reasonable business purchasing new or used motor vehicle, and because they directly impact the value of the Class Vehicles purchased by Automotive Recycler Plaintiffs and the Nationwide Automotive Recycler Class. Whether a manufacturer's products are safe and reliable, and whether that manufacturer stands behind its products are material concerns to a purchaser. Automotive Recycler Plaintiffs and Nationwide Automotive Recycler Class members trusted Ford not to sell or fail to recall vehicles that were defective or that violated federal law governing motor vehicle safety.

874. Ford's statements were widely distributed, which is, at least, sufficient to constitute promotion within the automotive recycler industry.

875. Thus, Ford's misleading representations and statements are and/or were material and the direct cause of the injuries herein described.

876. Ford's products travel or traveled in interstate commerce.

877. Automotive Recycler Plaintiffs and Nationwide Automotive Recycler Class members have been and continue to be damaged and injured by Ford's material misrepresentations and as a result of the false and misleading statements. Automotive Recycler Plaintiffs and the Nationwide Automotive Recycler Class members were injured and continue to suffer injury to their

commercial interests in the sale of airbags by eliminating the resale market for the Defective Airbags, which resulted in lower revenues and profits, as well as lost business and increased expenses. Those economic injuries are likely to continue in the future.

878. Ford's representations, statements and commentary, as more fully set forth herein, were made with knowledge or reckless disregard of their falsity and the resulting risk and damage to the Automotive Recycler Plaintiffs and the Nationwide Automotive Recycler Class.

879. Ford's acts constitute the use of false descriptions and false representations in interstate commerce in violation of § 43(a) of the Lanham Act and entitle Automotive Recycler Plaintiffs, individually and on behalf of the other Nationwide Automotive Recycler Class members, to recover damages, disgorgement of Ford's profits, the costs of this action, attorney's fees, and treble damages based on the actual harm caused.

#### **COUNT 41**

##### **Fraudulent Concealment & Fraudulent Misrepresentation**

880. Automotive Recycler Plaintiffs bring this claim against Ford on behalf of themselves and the members of the Nationwide Automotive Recycler Class (excluding Class members who purchased a Class Vehicle in Florida or Pennsylvania) under the common law of fraudulent concealment, as there are no true conflicts (case-dispositive differences) among various states' laws of fraudulent concealment. In the alternative, Plaintiffs brings this claim against Ford under the laws of the states where Plaintiffs and Class members purchased their Class Vehicles.

881. As described above, Ford made material omissions and affirmative misrepresentations regarding the Class Vehicles and the Defective Airbags contained therein.

882. Ford concealed and suppressed material facts regarding the Defective Airbags—most importantly, the Inflator Defect, which causes, among other things, the Defective Airbags to: (a) rupture and expel metal shrapnel that tears through the airbag and poses a threat of serious

injury or death to occupants; and/or (b) hyper-aggressively deploy and seriously injure occupants through contact with the airbag.

883. Ford took steps to ensure that its employees did not reveal the known safety Inflator Defect to regulators, consumers, or businesses like Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class.

884. On information and belief, Ford still has not made full and adequate disclosure, continues to defraud Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class and continues to conceal material information regarding the Inflator Defect that exists in the Defective Airbags.

885. Ford had a duty to disclose the Inflator Defect because it:

a. Had exclusive and/or far superior knowledge and access to the facts than Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class, and knew that the facts were not known to or reasonably discoverable by Plaintiffs and the Class;

b. Intentionally concealed the foregoing from Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class; and

c. Made incomplete representations about the safety and reliability of the Defective Airbags and, by extension, the Class Vehicles, while purposefully withholding material facts from Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class that contradicted these representations.

886. These omitted and concealed facts were material because they would be relied on by purchasers of the Class Vehicles, including the Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class. Whether a manufacturer's products are safe and reliable, and whether that manufacturer stands behind its products are material concerns to a

purchaser. Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class trusted Ford not to sell or fail to recall vehicles that were unsafe or defective or that violated federal law governing motor vehicle safety.

887. Ford concealed and suppressed these material facts to falsely assure the public that its airbags were capable of performing safely, as represented by Ford and reasonably expected by consumers. Ford concealed and suppressed these material facts to falsely assure the public that its vehicles were capable of performing safely, as represented by it and reasonably expected by purchasers of the Class Vehicles.

888. Ford actively concealed or suppressed these material facts, in whole or in part, to maintain a market for its vehicles, to protect its profits, and to avoid recalls that would harm or damage its brands' image and cost it money. Ford concealed these facts at the expense of Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class.

889. Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class could not have been aware of these omitted material facts and would not have acted as they did if they had known of the concealed or suppressed facts.

890. Had they been aware of the Defective Airbags and Ford's callous disregard for safety, Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class would have paid less for their Class Vehicles. Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class did not receive the benefit of their bargain as a result of Ford's fraudulent concealment.

891. Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class sustained damage because they purchased Class Vehicles with Defective Airbags (that cannot be resold) as a result of Ford's concealment of, and failure to timely disclose, the

serious Inflator Defect in millions of Class Vehicles and the serious safety and quality issues caused by its conduct.

892. The value of all Class Vehicles has diminished as a result of Ford's fraudulent concealment of the Defective Airbags and has made any reasonable consumer reluctant to purchase any of the Class Vehicles, let alone pay what otherwise would have been fair market value for the parts, including airbags, to repair them.

893. Accordingly, Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class have been injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain or overpayment for the Class Vehicles at the time of purchase, the diminished value of the Defective Airbags and the Class Vehicles, and/or the costs incurred in storing, maintaining or otherwise disposing of the defective airbags.

894. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Automotive Recycler Plaintiffs' and Nationwide Automotive Recycler Class members' rights and well-being, and with the aim of enriching themselves. Ford's conduct, which exhibits the highest degree of reprehensibility, being intentional, continuous, placing others at risk of death and injury, and effecting public safety, warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

#### **PRAYER FOR RELIEF**

Plaintiffs, on behalf of themselves and all others similarly situated, request the Court to enter judgment against Ford, as follows:

A. An order certifying the proposed Classes, designating Plaintiffs as the named representatives of the Classes, designating the undersigned as Class Counsel, and making such



further orders for the protection of Class members as the Court deems appropriate, under Fed. R. Civ. P. 23;

B. A declaration that the airbags in Class Vehicles are defective;

C. An order enjoining Ford to desist from further deceptive distribution, sales, and lease practices with respect to the Class Vehicles, and such other injunctive or equitable relief that the Court deems just and proper;

D. An award to Plaintiffs and Class members of compensatory, exemplary, and punitive remedies and damages and statutory penalties, including interest, in an amount to be proven at trial;

E. An award to Plaintiffs and Class members for the return of the purchase prices of the Class Vehicles, with interest from the time it was paid, for the reimbursement of the reasonable expenses occasioned by the sale, for damages and for reasonable attorney fees;

F. A Ford-funded program, using transparent, consistent, and reasonable protocols, under which out-of-pocket and loss-of-use expenses and damages claims associated with the Defective Airbags in Plaintiffs' and Class members' Class Vehicles, can be made and paid, such that Ford, not the Class members, absorbs the losses and expenses fairly traceable to the recall of the vehicles and correction of the Defective Airbags;

G. An order requiring Ford to provide rental vehicles to every Class member with a Class Vehicle that Ford cannot immediately equip with a non-defective inflator until Ford performs the recall remedy on the Class members' Class Vehicle;

H. A declaration that Ford must disgorge, for the benefit of Plaintiff and Class members, all or part of the ill-gotten profits it received from the sale or lease of the Class Vehicles, or make full restitution to Plaintiffs and Class members;

- I. An award of attorneys' fees and costs, as allowed by law;
- J. An award of prejudgment and post judgment interest, as provided by law;
- K. Leave to amend this Complaint to conform to the evidence produced at trial; and
- L. Such other relief as may be appropriate under the circumstances.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a jury trial as to all issues triable by a jury.

DATED: April 30, 2018

**PODHURST ORSECK, P.A.**

/s/ Peter Prieto

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on April 30, 2018, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify the foregoing document is being served this day on all counsel of record via transmission of Notice of Electronic Filing generated by CM/ECF.

By: /s/Peter Prieto  
Peter Prieto

**EXHIBIT A**

**Butler's Auto Recycling, Inc.**

Make	Model	Year	VIN	Recall	Side	Recall	Side
FORD	FUSION	2006	3FAFP06Z36R178964	16v384	Passenger		
FORD	FUSION	2006	3FAFP07Z46R176669	16v384	Passenger		
FORD	FUSION	2006	3FAFP07Z36R214599	16v384	Passenger		
FORD	FUSION	2007	3FAHP07ZX7R201679	16v384	Passenger		
FORD	FUSION	2009	3FAHP06ZX9R168901	16v384	Passenger		
FORD	FUSION	2010	3FAHP0HA2AR277512	16v384	Passenger		
FORD	FUSION	2010	3FAHP0HA1AR108842	16v384	Passenger		
FORD	FUSION	2011	3FAHP0HG9BR214753	16v384	Passenger		
FORD	FUSION	2011	3FAHP0HA3BR201864	16v384	Passenger		
FORD	FUSION	2011	3FAHP0HA7BR158856	16v384	Passenger		
FORD	FUSION	2011	3FAHP0HA2BR173653	16v384	Passenger		
FORD	FUSION	2011	3FAHP0HA7BR249982	16v384	Passenger		
FORD	MILAN	2010	3MEHM0JA7AR653391	16v384	Passenger		
FORD	MKX (Lincoln)	2007	2LMDU68C47BJ19735	16v384	Passenger		
FORD	MKX (Lincoln)	2007	2LMDU68C87BJ21794	16v384	Passenger		
FORD	MKX (Lincoln)	2007	2LMDU68C97BJ14966	16v384	Passenger		
FORD	MKX (Lincoln)	2008	2LMDU68C48BJ10521	16v384	Passenger		
FORD	MUSTANG	2005	1ZVFT84N855227904	16v384	Passenger	15v319	Driver
FORD	MUSTANG	2005	1ZVFT80N655152528	16v384	Passenger	15v319	Driver
FORD	MUSTANG	2005	1ZVFT80N955139417	16v384	Passenger	15v319	Driver
FORD	MUSTANG	2007	1ZVFT84N475280280	16v384	Passenger	15v319	Driver
FORD	MUSTANG	2014	1ZVBP8AM0E5305798	15v319	Driver		

# **EXHIBIT B**

**Cunningham Brothers Auto Parts, LLC**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Ford	EDGE	2007	2FMDK36C17BA68701	16v384	Passenger		
Ford	EDGE	2008	2FMDK38C78BA87350	16v384	Passenger		
Ford	EDGE	2009	2FMDK36C69BA34496	17v024	Passenger		
Ford	FUSION	2006	3FAFP07Z66R189150	16v384	Passenger		
Ford	FUSION	2006	3FAFP08Z76R171223	16v384	Passenger		
Ford	FUSION	2006	3FAHP07Z46R208044	16v384	Passenger		
Ford	FUSION	2006	3FAFP07136R135976	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z37R104789	16v384	Passenger		
Ford	FUSION	2007	3FAHP08Z67R135842	16v384	Passenger		
Ford	FUSION	2007	3FAHP011X7R252473	16v384	Passenger		
Ford	EDGE	2007	2FMDK36C17BA68701	16v384	Passenger		
Ford	EDGE	2008	2FMDK38C78BA87350	16v384	Passenger		
Ford	EDGE	2009	2FMDK36C69BA34496	17v024	Passenger		
Ford	FUSION	2006	3FAFP07Z66R189150	16v384	Passenger		
Ford	FUSION	2006	3FAFP08Z76R171223	16v384	Passenger		
Ford	FUSION	2006	3FAHP07Z46R208044	16v384	Passenger		
Ford	FUSION	2006	3FAFP07136R135976	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z37R104789	16v384	Passenger		
Ford	FUSION	2007	3FAHP08Z67R135842	16v384	Passenger		
Ford	FUSION	2007	3FAHP011X7R252473	16v384	Passenger		
Ford	EDGE	2007	2FMDK36C17BA68701	16v384	Passenger		
Ford	EDGE	2008	2FMDK38C78BA87350	16v384	Passenger		
Ford	FUSION	2007	3FAHP01157R136386	16v384	Passenger		
Ford	FUSION	2007	3FAHP06Z27R101741	16v384	Passenger		
Ford	FUSION	2008	3FAHP08158R200014	16v384	Passenger		



Make	Model	Year	VIN	Recall	Side	Recall	Side
Ford	FUSION	2008	3FAHP07Z68R275439	16v384	Passenger		
Ford	FUSION	2008	3FAHP08Z88R227813	16v384	Passenger		
Ford	FUSION	2008	3FAHP07ZX8R157698	16v384	Passenger		
Ford	FUSION	2008	3FAHP08148R246675	16v384	Passenger		
Ford	FUSION	2009	3FAHP08Z59R168415	17v024	Passenger		
Ford	FUSION	2009	3FAHP07169R185896	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA5AR131721	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA7AR117089	16v384	Passenger		
Ford	FUSION	2010	3FAHP0JA9AR213512	16v384	Passenger		
Ford	FUSION	2011	3FAHP0HAXBR190894	16v384	Passenger		
Ford	FUSION	2011	3FAHP0HA5BR180144	16v384	Passenger		
Ford	LINCOLN MKX	2007	2LMDU88C97BJ15370	16v384	Passenger		
Ford	LINCOLN MKZ	2007	3LNHM26T97R627354	16v384	Passenger		
Ford	LINCOLN MKZ	2008	3LNHM26T28R664697	16v384	Passenger		
Ford	LINCOLN MKZ	2008	3LNHM26T48R652650	16v384	Passenger		
Ford	MILAN	2006	3MEFM07Z96R628276	16v384	Passenger		
Ford	MILAN	2007	3MEHM08167R606898	16v384	Passenger		
Ford	MILAN	2007	3MEHM07107R602637	16v384	Passenger		
Ford	MILAN	2009	3MEHM08179R600126	17v024	Passenger		
Ford	MILAN	2009	3MEHM08Z59R636497	17v024	Passenger		
Ford	MILAN	2010	3MEHM0JG7AR647840	16v384	Passenger		
Ford	MILAN	2010	3MEHM0JG1AR653035	16v384	Passenger		
Ford	MILAN	2010	3MEHM0JG3AR659029	16v384	Passenger		
Ford	MUSTANG	2005	1ZVFT80N455116823	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVHT85H655221147	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2006	1ZVFT84N665138639	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2006	1ZVFT80N865126692	15v319	Driver	16v384	Passenger

Make	Model	Year	VIN	Recall	Side	Recall	Side
Ford	MUSTANG	2007	1ZVFT84N575327798	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVHT85H975196960	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2008	1ZVHT82H985172938	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2008	1ZVHT80N885105417	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2009	1ZVHT80N995118050	15v319	Driver	17v024	Passenger
Ford	MUSTANG	2009	1ZVHT80N095131351	15v319	Driver	17v024	Passenger
Ford	MUSTANG	2010	1ZVBP8AN2A5176479	15v319	Driver		
Ford	MUSTANG	2010	1ZVHP8AN7A5126316	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2012	1ZVBP8AM6C5244342	15v319	Driver		
Ford	RANGER	2004	1FTYR44U34PB48024	15v322	Passenger	16v036	Driver
Ford	RANGER	2004	1FTYR10E54PB10579	15v322	Passenger	16v036	Driver
Ford	RANGER	2005	1FTYR44U65PA70498	15v322	Passenger	16v036	Driver
Ford	RANGER	2005	1FTYR14U35PA49221	15v322	Passenger	16v036	Driver
Ford	RANGER	2005	1FTYR10D75PA55562	15v322	Passenger	16v036	Driver
Ford	RANGER	2005	1FTZR15E45PB10250	15v322	Passenger	16v036	Driver
Ford	RANGER	2005	1FTYR10D15PB04285	15v322	Passenger	16v036	Driver
Ford	RANGER	2006	1FTYR10D06PA76237	15v322	Passenger	16v036	Driver
Ford	RANGER	2006	1FTYR10D26PA01863	15v322	Passenger	16v036	Driver
Ford	RANGER	2007	1FTYR10D07PA42929	16v384	Passenger		
Ford	RANGER	2007	1FTYR10D37PA97472	16v384	Passenger		
Ford	RANGER	2007	1FTYR44E07PA63199	16v384	Passenger		
Ford	RANGER	2008	1FTYR10D18PA97505	16v384	Passenger		
Ford	RANGER	2008	1FTYR10D48PB07797	16v384	Passenger		
Ford	RANGER	2008	1FTYR10D98PA78328	16v384	Passenger		
Ford	RANGER	2009	1FTYR10D29PA62568	17v024	Passenger		
Ford	RANGER	2011	1FTKR1AD0BPA14108	16v384	Passenger		
Ford	RANGER	2011	1FTKR1ED9BPB06456	16v384	Passenger		

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Ford	ZEPHYR (Lincoln)	2006	3LNHM26156R645234	16v384	Passenger		
Ford	ZEPHYR (Lincoln)	2006	3LNHM26196R653286	16v384	Passenger		

**EXHIBIT C**

**Triple D Corporation d/b/a Knox Auto Parts**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Ford	EDGE	2007	2FMDK38C17BA68100	16v384	Passenger		
Ford	EDGE	2007	2FMDK39C77BB70208	16v384	Passenger		
Ford	EDGE	2007	2FMDK49C47BB37284	16v384	Passenger		
Ford	EDGE	2008	2FMDK39CX8BB31405	16v384	Passenger		
Ford	FUSION	2006	3FAFP07Z46R121669	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z77R202367	16v384	Passenger		
Ford	FUSION	2007	3FAHP08107R161265	16v384	Passenger		
Ford	FUSION	2007	3FAHP06Z97R183855	16v384	Passenger		
Ford	FUSION	2007	3FAHP01127R191295	16v384	Passenger		
Ford	FUSION	2008	3FAHP02168R128569	16v384	Passenger		
Ford	FUSION	2008	3FAHP07ZX8R222114	16v384	Passenger		
Ford	FUSION	2008	3FAHP07Z58R265680	16v384	Passenger		
Ford	FUSION	2008	3FAHP06Z18R110996	16v384	Passenger		
Ford	FUSION	2008	3FAHP08Z68R122977	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA0AR210598	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA9AR297692	16v384	Passenger		
Ford	FUSION	2010	3FADP0L3XAR188214	16v384	Passenger		
Ford	FUSION	2011	3FAHP0HA9BR275290	16v384	Passenger		
Ford	MILAN	2006	3MEFM07196R625694	16v384	Passenger		
Ford	MILAN	2006	3MEFM07176R639061	16v384	Passenger		
Ford	MKX (Lincoln)	2007	2LMDU68C27BJ05767	16v384	Passenger		
Ford	MKX (Lincoln)	2008	2LMDU68C78BJ24882	16v384	Passenger		
Ford	MKZ (Lincoln)	2007	3LNHM26T87R618872	16v384	Passenger		
Ford	MKZ (Lincoln)	2009	3LNHM26T69R607954	16v384	Passenger		
Ford	MUSTANG	2005	1ZVFT80N955151809	15v319	Driver	16v384	Passenger

Make	Model	Year	VIN	Recall	Side	Recall	Side
Ford	MUSTANG	2005	1ZVHT82HX55177027	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT82H755151167	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT80NX55152208	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT80N455161504	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVFT80N075242292	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVFT84N775260850	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVFT80N075277964	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2008	1ZVHT80N785175118	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2009	1ZVHT82H195134329	15v319	Driver	16v384	Passenger
Ford	RANGER	2006	1FTYR15E96PA50169	15v322	Passenger	16v036	Driver
Ford	RANGER	2008	1FTYR10D78PA65948	16v384	Passenger		
Ford	RANGER	2011	1FTKR1AD1BPA99119	16v384	Passenger		
Ford	ZEPHYR	2006	3LNHM26156R652751	16v384	Passenger		

**EXHIBIT D**

**Midway Auto Parts LLC**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
FORD	EDGE	2008	2FMDK39C28BA25921	16v384	Passenger		
FORD	EDGE	2009	2FMDK36C39BA83137	17v024	Passenger		
FORD	EDGE	2009	2FMDK38C89BA81283	16v384	Passenger		
FORD	FUSION	2006	3FAFP06ZX6R139630	16v384	Passenger		
FORD	FUSION	2006	3FAFP07Z26R214755	16v384	Passenger		
FORD	FUSION	2006	3FAFP08106R105560	16v384	Passenger		
FORD	FUSION	2006	3FAHP08186R128304	16v384	Passenger		
FORD	FUSION	2006	3FAHP08Z26R219137	16v384	Passenger		
FORD	FUSION	2006	3FAHP08Z96R172074	16v384	Passenger		
FORD	FUSION	2007	3FAHP07177R260764	16v384	Passenger		
FORD	FUSION	2007	3FAHP07Z67R244917	16v384	Passenger		
FORD	FUSION	2007	3FAHP07Z77R110711	16v384	Passenger		
FORD	FUSION	2007	3FAHP07Z77R224563	16v384	Passenger		
FORD	FUSION	2007	3FAHP07Z97R218375	16v384	Passenger		
FORD	FUSION	2007	3FAHP08Z97R266540	16v384	Passenger		
FORD	FUSION	2008	3FAHP06Z28R181088	16v384	Passenger		
FORD	FUSION	2008	3FAHP07108R253995	16v384	Passenger		
FORD	FUSION	2008	3FAHP07Z38R138118	16v384	Passenger		
FORD	FUSION	2008	3FAHP07Z48R243444	16v384	Passenger		
FORD	FUSION	2008	3FAHP07Z98R132940	16v384	Passenger		
FORD	FUSION	2010	3FAHP0HA2AR155040	16v384	Passenger		
FORD	FUSION	2010	3FAHP0HA4AR310199	16v384	Passenger		
FORD	FUSION	2010	3FAHP0HG3AR212057	16v384	Passenger		
FORD	FUSION	2011	3FAHP0HA8BR223715	16v384	Passenger		
FORD	MILAN	2007	3MEHM07197R643350	16v384	Passenger		



Make	Model	Year	VIN	Recall	Side	Recall	Side
FORD	MILAN	2007	3MEHM071X7R645530	16v384	Passenger		
FORD	MILAN	2007	3MEHM08Z67R602713	16v384	Passenger		
FORD	MILAN	2008	3MEHM07Z48R666557	16v384	Passenger		
FORD	MILAN	2008	3MEHM08188R654145	16v384	Passenger		
FORD	MILAN	2008	3MEHM08Z48R638742	16v384	Passenger		
FORD	MILAN	2009	3MEHM07Z99R616416	17v024	Passenger		
FORD	MKZ (Lincoln)	2007	3LNHM26T97R621053	16v384	Passenger		
FORD	MKZ (Lincoln)	2007	3LNHM28T87R622580	16v384	Passenger		
FORD	MKZ (Lincoln)	2007	3LNHM28TX7R622466	16v384	Passenger		
FORD	MKZ (Lincoln)	2008	3LNHM28T38R667945	16v384	Passenger		
FORD	MUSTANG	2005	1ZVFT80N355184336	15v319	Driver	16v384	Passenger
FORD	MUSTANG	2005	1ZVFT80N455197466	15v319	Driver	16v384	Passenger
FORD	MUSTANG	2006	1ZVFT80N865154590	15v319	Driver	16v384	Passenger
FORD	MUSTANG	2006	1ZVFT80NX65259034	15v319	Driver	16v384	Passenger
FORD	MUSTANG	2007	1ZVHT82H675304701	15v319	Driver	16v384	Passenger
FORD	MUSTANG	2008	1ZVHT82H985197628	15v319	Driver	16v384	Passenger
FORD	MUSTANG	2011	1ZVBP8CF9B5114973	15v319	Driver	16v384	Passenger
FORD	MUSTANG	2014	1ZVBP8AM1E5228715	15v319	Driver		
FORD	ZEPHYR (Lincoln)	2006	3LNHM26196R623897	16v384	Passenger		

**EXHIBIT E**

**Snyder's Ltd.**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Ford	EDGE	2007	2FMDK49C57BB52702	16v384	Passenger		
Ford	EDGE	2008	2FMDK36C58BB08263	16v384	Passenger		
Ford	EDGE	2008	2FMDK39C98BB24820	16v384	Passenger		
Ford	EDGE	2009	2FMDK39CX9BA79128	16v384	Passenger		
Ford	EDGE	2010	2FMDK3KC1ABA35842	16v384	Passenger		
Ford	FUSION	2006	3FAHP08176R232931	16v384	Passenger		
Ford	FUSION	2007	3FAHP06Z37R136370	16v384	Passenger		
Ford	FUSION	2007	3FAHP06Z87R209328	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z07R192619	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z27R135211	16v384	Passenger		
Ford	FUSION	2007	3FAHP08127R147688	16v384	Passenger		
Ford	FUSION	2007	3FAHP08167R137259	16v384	Passenger		
Ford	FUSION	2008	3FAHP06Z78R138396	16v384	Passenger		
Ford	FUSION	2008	3FAHP07108R269260	16v384	Passenger		
Ford	FUSION	2008	3FAHP07Z38R175055	16v384	Passenger		
Ford	FUSION	2008	3FAHP07Z98R147986	16v384	Passenger		
Ford	FUSION	2008	3FAHP07Z98R239468	16v384	Passenger		
Ford	FUSION	2009	3FAHP06Z89R197667	16v384	Passenger		
Ford	FUSION	2009	3FAHP07Z19R205316	16v384	Passenger		
Ford	FUSION	2009	3FAHP07Z99R179547	16v384	Passenger		
Ford	FUSION	2009	3FAHP08Z19R213415	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA0AR240135	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA4AR119592	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA8AR102259	16v384	Passenger		
Ford	FUSION	2010	3FAHP0JAXAR384527	16v384	Passenger		

Make	Model	Year	VIN	Recall	Side	Recall	Side
Ford	FUSION	2010	3FAHP0JG7AR426897	16v384	Passenger		
Ford	FUSION	2010	3FAHP0KC8AR327923	16v384	Passenger		
Ford	FUSION	2011	3FAHP0GA1BR342286	16v384	Passenger		
Ford	FUSION	2011	3FAHP0GA2BR318692	16v384	Passenger		
Ford	FUSION	2011	3FAHP0GA5BR127736	16v384	Passenger		
Ford	FUSION	2011	3FAHP0GA9BR243313	16v384	Passenger		
Ford	FUSION	2011	3FAHP0HA7BR288166	16v384	Passenger		
Ford	FUSION	2011	3FAHP0JAXBR225377	16v384	Passenger		
Ford	FUSION	2011	3FAHP0JAXBR252546	16v384	Passenger		
Ford	MILAN	2006	3MEFM08116R641239	16v384	Passenger		
Ford	MILAN	2007	3MEHM07Z47R608267	16v384	Passenger		
Ford	MILAN	2007	3MEHM081X7R603275	16v384	Passenger		
Ford	MILAN	2008	3MEHM07Z98R601025	16v384	Passenger		
Ford	MILAN	2010	3MEHM0JA0AR658917	16v384	Passenger		
Ford	MILAN	2010	3MEHM0JG7AR648308	16v384	Passenger		
Ford	MKX (Lincoln)	2010	2LMDJ6JC7ABJ14166	16v384	Passenger		
Ford	MKZ (Lincoln)	2008	3LNHM28T18R603953	16v384	Passenger		
Ford	MUSTANG	2005	1ZVFT80NX55154783	14V802	Driver	15V319	Driver
Ford	MUSTANG	2005	1ZVFT84N355229270	14V802	Driver	15V319	Driver
Ford	MUSTANG	2006	1ZVFT80N165241523	14V802	Driver	15V319	Driver
Ford	MUSTANG	2006	1ZVFT80N265206568	14V802	Driver	15V319	Driver
Ford	MUSTANG	2006	1ZVFT80N565263136	14V802	Driver	15V319	Driver
Ford	MUSTANG	2006	1ZVHT82H165115503	14V802	Driver	15V319	Driver
Ford	MUSTANG	2007	1ZVFT80N075340948	14V802	Driver	15V319	Driver

## EXHIBIT F

**Road Tested Parts, Inc. d/b/a WeaverParts.com**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Ford	EDGE	2007	2FMDK39C67BA75994	16v384	Passenger		
Ford	EDGE	2007	2FMDK39C77BB59922	16v384	Passenger		
Ford	EDGE	2007	2FMDK46C97BA88569	16v384	Passenger		
Ford	EDGE	2007	2FMDK36C47BB63723	16v384	Passenger		
Ford	EDGE	2007	2FMDK36C97BA60863	16v384	Passenger		
Ford	EDGE	2007	2FMDK49C17BB23312	16v384	Passenger		
Ford	EDGE	2008	2FMDK36C58BA07272	16v384	Passenger		
Ford	EDGE	2008	2FMDK36CX8BA67273	16v384	Passenger		
Ford	EDGE	2008	2FMDK36C18BA63001	16v384	Passenger		
Ford	EDGE	2010	2FMDK4JC5ABA44048	16v384	Passenger		
Ford	FUSION	2006	3FAFP08126R208480	16v384	Passenger		
Ford	FUSION	2006	3FAHP08156R232782	16v384	Passenger		
Ford	FUSION	2006	3FAHP08106R186116	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z17R158463	16v384	Passenger		
Ford	FUSION	2007	3FAHP01117R278833	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z37R132589	16v384	Passenger		
Ford	FUSION	2007	3FAHP02137R143948	16v384	Passenger		
Ford	FUSION	2007	3FAHP07127R105488	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z57R189702	16v384	Passenger		
Ford	FUSION	2007	3FAHP081X7R188246	16v384	Passenger		
Ford	FUSION	2007	3FAHP08177R209554	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z37R124153	16v384	Passenger		
Ford	FUSION	2008	3FAHP07Z28R259447	16v384	Passenger		
Ford	FUSION	2008	3FAHP07Z18R232028	16v384	Passenger		
Ford	FUSION	2008	3FAHP06Z68R126157	16v384	Passenger		

Make	Model	Year	VIN	Recall	Side	Recall	Side
Ford	FUSION	2008	3FAHP07Z48R161892	16v384	Passenger		
Ford	FUSION	2008	3FAHP07168R183273	16v384	Passenger		
Ford	FUSION	2008	3FAHP07Z08R220937	16v384	Passenger		
Ford	FUSION	2009	3FAHP08Z49R104981	16v384	Passenger		
Ford	FUSION	2009	3FAHP07119R193856	17v024	Passenger		
Ford	FUSION	2010	3FAHP0JA3AR213750	16v384	Passenger		
Ford	FUSION	2010	3FAHP0KC0AR414697	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HG7AR332086	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA6AR368511	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA0AR149317	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HG3AR120625	16v384	Passenger		
Ford	FUSION	2010	3FAHP0DC7AR290036	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA6AR431994	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA3AR331609	16v384	Passenger		
Ford	FUSION	2011	3FAHP0HA9BR152010	16v384	Passenger		
Ford	FUSION	2011	3FAHP0HA6BR279152	16v384	Passenger		
Ford	FUSION	2011	3FAHP0HA2BR316083	16v384	Passenger		
Ford	FUSION	2012	3FAHP0CG2CR120948	17v024	Passenger		
Ford	FUSION	2012	3FAHP0JA1CR209635	17v024	Passenger		
Ford	FUSION	2012	3FAHP0JA3CR134873	17v024	Passenger		
Ford	FUSION	2012	3FAHP0HA8CR194587	17v024	Passenger		
Ford	FUSION	2012	3FAHP0HAXCR296733	17v024	Passenger		
Ford	LINCOLN MKX	2007	2LMDU68CX7BJ21618	16v384	Passenger		
Ford	LINCOLN MKX	2007	3LNHM26T77R659588	16v384	Passenger		
Ford	LINCOLN MKX	2007	3LNHM26T87R624610	16v384	Passenger		
Ford	LINCOLN MKX	2007	3LNHM26TX7R659715	16v384	Passenger		
Ford	LINCOLN MKX	2008	2LMDU88C68BJ04456	16v384	Passenger		

Make	Model	Year	VIN	Recall	Side	Recall	Side
Ford	LINCOLN MKX	2008	3LNHM26T98R650778	16v384	Passenger		
Ford	LINCOLN MKX	2008	3LNHM28T08R657535	16v384	Passenger		
Ford	LINCOLN MKX	2008	3LNHM26T48R605828	16v384	Passenger		
Ford	LINCOLN MKX	2009	2LMDU68C69BJ10358	16v384	Passenger		
Ford	LINCOLN MKX	2009	2LMDU68C89BJ05405	17v024	Passenger		
Ford	LINCOLN MKX	2010	2LMDJ6JC4ABJ05294	16v384	Passenger		
Ford	LINCOLN MKX	2010	2LMDJ6JC4ABJ23519	16v384	Passenger		
Ford	LINCOLN ZEPHYR	2006	3LNHM26196R623883	16v384	Passenger		
Ford	LINCOLN ZEPHYR	2006	3LNHM261X6R637971	16v384	Passenger		
Ford	LINCOLN ZEPHYR	2006	3LNHM26106R622301	16v384	Passenger		
Ford	LINCOLN ZEPHYR	2006	3LNHM26116R628074	16v384	Passenger		
Ford	LINCOLN ZEPHYR	2006	3LNHM26176R659734	16v384	Passenger		
Ford	MILAN	2007	3MEHM08Z67R642368	16v384	Passenger		
Ford	MILAN	2007	3MEHM08Z97R647693	16v384	Passenger		
Ford	MILAN	2009	3MEHM08Z59R628870	16v384	Passenger		
Ford	MILAN	2010	3MEHM0JA1AR606132	16v384	Passenger		
Ford	MILAN	2010	3MEHM0HA7AR614922	16v384	Passenger		
Ford	MUSTANG	2005	1ZVFT84NX55211669	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT84N655220885	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT82HX55134153	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT80N255153322	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT80N855129722	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT80N655144185	15v319	Driver	16v384	Passenger



Make	Model	Year	VIN	Recall	Side	Recall	Side
Ford	MUSTANG	2006	1ZVFT80N565190933	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2006	1ZVFT82H865256995	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2006	1ZVFT85H865255745	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2006	1ZVFT80N165113444	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2006	1ZVFT85H865261870	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2006	1ZVHT82H765230638	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVFT80N575346986	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVFT80N075239506	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVFT85H075279457	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVHT85H475310086	16v384	Passenger		
Ford	MUSTANG	2008	1ZVHT84N185185993	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2008	1ZVHT80N385208129	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2010	1ZVBP8EN1A5122911	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2011	1ZVBP8CF0B5107068	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2011	1ZVBP8AM2B5167869	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2012	1ZVBP8AM7C5267158	15v319	Driver	17v024	Passenger
Ford	RANGER	2005	1FTZR45E75PA43080	15v322	Passenger	16v036	Driver
Ford	RANGER	2006	1FTYR44E66PA04558	15v322	Passenger	16v036	Driver
Ford	RANGER	2006	1FTYR14U66PA42944	16v036	Driver		
Ford	RANGER	2006	1FTYR44E56PA45067	16v036	Driver		
Ford	RANGER	2007	1FTYR14D07PA34677	16v384	Passenger		
Ford	RANGER	2007	1FTYR44U57PA11834	16v384	Passenger		
Ford	RANGER	2007	1FTYR10D67PA91679	16v384	Passenger		
Ford	RANGER	2008	1FTYR10D38PA23762	16v384	Passenger		
Ford	RANGER	2011	1FTLR4FE5BPA15584	16v384	Passenger		

## EXHIBIT G

**Assignors**

<b>Assignor</b>	<b>Make/Model</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>
Quarno's Auto Salvage	2006 Ford Mustang	1ZVFT80N265212998	14V802 15V319	Driver
Quarno's Auto Salvage	2005 Ford Mustang	1ZVFT82H455226939	14V802 15V319	Driver
Quarno's Auto Salvage	2005 Ford Mustang	1ZVFT80N055148359	14V802 15V319	Driver
Rigsby's Auto Parts & Sales, Inc.	2005 Ford Ranger	1FTYR10DX5PA77328	15V322 16V036	Both
Rigsby's Auto Parts & Sales, Inc.	2006 Ford Mustang	1ZVFT80N765173678	14V802 15V319	Driver

## EXHIBIT H

**Young's Auto Center & Salvage, LP**

<b>Recycler</b>	<b>Make/Model</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>
Young's	2008 Ford Mustang	1ZVHT80N685180813	15V319	Driver
Young's	2007 Ford Mustang	1ZVFT80N575273859	14V802 15V319	Driver
Young's	2009 Ford Mustang	1ZVHT80N395104659	15V319	Driver
Young's	2004 Ford Ranger	1FTYR10U84PB49142	15V322 16V036	Both

# **EXHIBIT A**

**Butler's Auto Recycling, Inc.**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
FORD	FUSION	2006	3FAFP06Z36R178964	16v384	Passenger		
FORD	FUSION	2006	3FAFP07Z46R176669	16v384	Passenger		
FORD	FUSION	2006	3FAFP07Z36R214599	16v384	Passenger		
FORD	FUSION	2007	3FAHP07ZX7R201679	16v384	Passenger		
FORD	FUSION	2009	3FAHP06ZX9R168901	16v384	Passenger		
FORD	FUSION	2010	3FAHP0HA2AR277512	16v384	Passenger		
FORD	FUSION	2010	3FAHP0HA1AR108842	16v384	Passenger		
FORD	FUSION	2011	3FAHP0HG9BR214753	16v384	Passenger		
FORD	FUSION	2011	3FAHP0HA3BR201864	16v384	Passenger		
FORD	FUSION	2011	3FAHP0HA7BR158856	16v384	Passenger		
FORD	FUSION	2011	3FAHP0HA2BR173653	16v384	Passenger		
FORD	FUSION	2011	3FAHP0HA7BR249982	16v384	Passenger		
FORD	MILAN	2010	3MEHM0JA7AR653391	16v384	Passenger		
FORD	MKX (Lincoln)	2007	2LMDU68C47BJ19735	16v384	Passenger		
FORD	MKX (Lincoln)	2007	2LMDU68C87BJ21794	16v384	Passenger		
FORD	MKX (Lincoln)	2007	2LMDU68C97BJ14966	16v384	Passenger		
FORD	MKX (Lincoln)	2008	2LMDU68C48BJ10521	16v384	Passenger		
FORD	MUSTANG	2005	1ZVFT84N855227904	16v384	Passenger	15v319	Driver
FORD	MUSTANG	2005	1ZVFT80N655152528	16v384	Passenger	15v319	Driver
FORD	MUSTANG	2005	1ZVFT80N955139417	16v384	Passenger	15v319	Driver
FORD	MUSTANG	2007	1ZVFT84N475280280	16v384	Passenger	15v319	Driver
FORD	MUSTANG	2014	1ZVBP8AM0E5305798	15v319	Driver		

# **EXHIBIT B**



**Cunningham Brothers Auto Parts, LLC**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Ford	EDGE	2007	2FMDK36C17BA68701	16v384	Passenger		
Ford	EDGE	2008	2FMDK38C78BA87350	16v384	Passenger		
Ford	EDGE	2009	2FMDK36C69BA34496	17v024	Passenger		
Ford	FUSION	2006	3FAFP07Z66R189150	16v384	Passenger		
Ford	FUSION	2006	3FAFP08Z76R171223	16v384	Passenger		
Ford	FUSION	2006	3FAHP07Z46R208044	16v384	Passenger		
Ford	FUSION	2006	3FAFP07136R135976	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z37R104789	16v384	Passenger		
Ford	FUSION	2007	3FAHP08Z67R135842	16v384	Passenger		
Ford	FUSION	2007	3FAHP011X7R252473	16v384	Passenger		
Ford	EDGE	2007	2FMDK36C17BA68701	16v384	Passenger		
Ford	EDGE	2008	2FMDK38C78BA87350	16v384	Passenger		
Ford	EDGE	2009	2FMDK36C69BA34496	17v024	Passenger		
Ford	FUSION	2006	3FAFP07Z66R189150	16v384	Passenger		
Ford	FUSION	2006	3FAFP08Z76R171223	16v384	Passenger		
Ford	FUSION	2006	3FAHP07Z46R208044	16v384	Passenger		
Ford	FUSION	2006	3FAFP07136R135976	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z37R104789	16v384	Passenger		
Ford	FUSION	2007	3FAHP08Z67R135842	16v384	Passenger		
Ford	FUSION	2007	3FAHP011X7R252473	16v384	Passenger		
Ford	EDGE	2007	2FMDK36C17BA68701	16v384	Passenger		
Ford	EDGE	2008	2FMDK38C78BA87350	16v384	Passenger		
Ford	FUSION	2007	3FAHP01157R136386	16v384	Passenger		
Ford	FUSION	2007	3FAHP06Z27R101741	16v384	Passenger		
Ford	FUSION	2008	3FAHP08158R200014	16v384	Passenger		

Make	Model	Year	VIN	Recall	Side	Recall	Side
Ford	FUSION	2008	3FAHP07Z68R275439	16v384	Passenger		
Ford	FUSION	2008	3FAHP08Z88R227813	16v384	Passenger		
Ford	FUSION	2008	3FAHP07ZX8R157698	16v384	Passenger		
Ford	FUSION	2008	3FAHP08148R246675	16v384	Passenger		
Ford	FUSION	2009	3FAHP08Z59R168415	17v024	Passenger		
Ford	FUSION	2009	3FAHP07169R185896	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA5AR131721	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA7AR117089	16v384	Passenger		
Ford	FUSION	2010	3FAHP0JA9AR213512	16v384	Passenger		
Ford	FUSION	2011	3FAHP0HAXBR190894	16v384	Passenger		
Ford	FUSION	2011	3FAHP0HA5BR180144	16v384	Passenger		
Ford	LINCOLN MKX	2007	2LMDU88C97BJ15370	16v384	Passenger		
Ford	LINCOLN MKZ	2007	3LNHM26T97R627354	16v384	Passenger		
Ford	LINCOLN MKZ	2008	3LNHM26T28R664697	16v384	Passenger		
Ford	LINCOLN MKZ	2008	3LNHM26T48R652650	16v384	Passenger		
Ford	MILAN	2006	3MEFM07Z96R628276	16v384	Passenger		
Ford	MILAN	2007	3MEHM08167R606898	16v384	Passenger		
Ford	MILAN	2007	3MEHM07107R602637	16v384	Passenger		
Ford	MILAN	2009	3MEHM08179R600126	17v024	Passenger		
Ford	MILAN	2009	3MEHM08Z59R636497	17v024	Passenger		
Ford	MILAN	2010	3MEHM0JG7AR647840	16v384	Passenger		
Ford	MILAN	2010	3MEHM0JG1AR653035	16v384	Passenger		
Ford	MILAN	2010	3MEHM0JG3AR659029	16v384	Passenger		
Ford	MUSTANG	2005	1ZVFT80N455116823	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVHT85H655221147	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2006	1ZVFT84N665138639	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2006	1ZVFT80N865126692	15v319	Driver	16v384	Passenger

Make	Model	Year	VIN	Recall	Side	Recall	Side
Ford	MUSTANG	2007	1ZVFT84N575327798	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVHT85H975196960	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2008	1ZVHT82H985172938	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2008	1ZVHT80N885105417	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2009	1ZVHT80N995118050	15v319	Driver	17v024	Passenger
Ford	MUSTANG	2009	1ZVHT80N095131351	15v319	Driver	17v024	Passenger
Ford	MUSTANG	2010	1ZVBP8AN2A5176479	15v319	Driver		
Ford	MUSTANG	2010	1ZVHP8AN7A5126316	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2012	1ZVBP8AM6C5244342	15v319	Driver		
Ford	RANGER	2004	1FTYR44U34PB48024	15v322	Passenger	16v036	Driver
Ford	RANGER	2004	1FTYR10E54PB10579	15v322	Passenger	16v036	Driver
Ford	RANGER	2005	1FTYR44U65PA70498	15v322	Passenger	16v036	Driver
Ford	RANGER	2005	1FTYR14U35PA49221	15v322	Passenger	16v036	Driver
Ford	RANGER	2005	1FTYR10D75PA55562	15v322	Passenger	16v036	Driver
Ford	RANGER	2005	1FTZR15E45PB10250	15v322	Passenger	16v036	Driver
Ford	RANGER	2005	1FTYR10D15PB04285	15v322	Passenger	16v036	Driver
Ford	RANGER	2006	1FTYR10D06PA76237	15v322	Passenger	16v036	Driver
Ford	RANGER	2006	1FTYR10D26PA01863	15v322	Passenger	16v036	Driver
Ford	RANGER	2007	1FTYR10D07PA42929	16v384	Passenger		
Ford	RANGER	2007	1FTYR10D37PA97472	16v384	Passenger		
Ford	RANGER	2007	1FTYR44E07PA63199	16v384	Passenger		
Ford	RANGER	2008	1FTYR10D18PA97505	16v384	Passenger		
Ford	RANGER	2008	1FTYR10D48PB07797	16v384	Passenger		
Ford	RANGER	2008	1FTYR10D98PA78328	16v384	Passenger		
Ford	RANGER	2009	1FTYR10D29PA62568	17v024	Passenger		
Ford	RANGER	2011	1FTKR1AD0BPA14108	16v384	Passenger		
Ford	RANGER	2011	1FTKR1ED9BPB06456	16v384	Passenger		

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Ford	ZEPHYR (Lincoln)	2006	3LNHM26156R645234	16v384	Passenger		
Ford	ZEPHYR (Lincoln)	2006	3LNHM26196R653286	16v384	Passenger		

**EXHIBIT C**

**Triple D Corporation d/b/a Knox Auto Parts**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Ford	EDGE	2007	2FMDK38C17BA68100	16v384	Passenger		
Ford	EDGE	2007	2FMDK39C77BB70208	16v384	Passenger		
Ford	EDGE	2007	2FMDK49C47BB37284	16v384	Passenger		
Ford	EDGE	2008	2FMDK39CX8BB31405	16v384	Passenger		
Ford	FUSION	2006	3FAFP07Z46R121669	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z77R202367	16v384	Passenger		
Ford	FUSION	2007	3FAHP08107R161265	16v384	Passenger		
Ford	FUSION	2007	3FAHP06Z97R183855	16v384	Passenger		
Ford	FUSION	2007	3FAHP01127R191295	16v384	Passenger		
Ford	FUSION	2008	3FAHP02168R128569	16v384	Passenger		
Ford	FUSION	2008	3FAHP07ZX8R222114	16v384	Passenger		
Ford	FUSION	2008	3FAHP07Z58R265680	16v384	Passenger		
Ford	FUSION	2008	3FAHP06Z18R110996	16v384	Passenger		
Ford	FUSION	2008	3FAHP08Z68R122977	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA0AR210598	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA9AR297692	16v384	Passenger		
Ford	FUSION	2010	3FADP0L3XAR188214	16v384	Passenger		
Ford	FUSION	2011	3FAHP0HA9BR275290	16v384	Passenger		
Ford	MILAN	2006	3MEFM07196R625694	16v384	Passenger		
Ford	MILAN	2006	3MEFM07176R639061	16v384	Passenger		
Ford	MKX (Lincoln)	2007	2LMDU68C27BJ05767	16v384	Passenger		
Ford	MKX (Lincoln)	2008	2LMDU68C78BJ24882	16v384	Passenger		
Ford	MKZ (Lincoln)	2007	3LNHM26T87R618872	16v384	Passenger		
Ford	MKZ (Lincoln)	2009	3LNHM26T69R607954	16v384	Passenger		
Ford	MUSTANG	2005	1ZVFT80N955151809	15v319	Driver	16v384	Passenger

Make	Model	Year	VIN	Recall	Side	Recall	Side
Ford	MUSTANG	2005	1ZVHT82HX55177027	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT82H755151167	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT80NX55152208	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT80N455161504	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVFT80N075242292	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVFT84N775260850	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVFT80N075277964	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2008	1ZVHT80N785175118	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2009	1ZVHT82H195134329	15v319	Driver	16v384	Passenger
Ford	RANGER	2006	1FTYR15E96PA50169	15v322	Passenger	16v036	Driver
Ford	RANGER	2008	1FTYR10D78PA65948	16v384	Passenger		
Ford	RANGER	2011	1FTKR1AD1BPA99119	16v384	Passenger		
Ford	ZEPHYR	2006	3LNHM26156R652751	16v384	Passenger		

**EXHIBIT D**



**Midway Auto Parts LLC**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
FORD	EDGE	2008	2FMDK39C28BA25921	16v384	Passenger		
FORD	EDGE	2009	2FMDK36C39BA83137	17v024	Passenger		
FORD	EDGE	2009	2FMDK38C89BA81283	16v384	Passenger		
FORD	FUSION	2006	3FAFP06ZX6R139630	16v384	Passenger		
FORD	FUSION	2006	3FAFP07Z26R214755	16v384	Passenger		
FORD	FUSION	2006	3FAFP08106R105560	16v384	Passenger		
FORD	FUSION	2006	3FAHP08186R128304	16v384	Passenger		
FORD	FUSION	2006	3FAHP08Z26R219137	16v384	Passenger		
FORD	FUSION	2006	3FAHP08Z96R172074	16v384	Passenger		
FORD	FUSION	2007	3FAHP07177R260764	16v384	Passenger		
FORD	FUSION	2007	3FAHP07Z67R244917	16v384	Passenger		
FORD	FUSION	2007	3FAHP07Z77R110711	16v384	Passenger		
FORD	FUSION	2007	3FAHP07Z77R224563	16v384	Passenger		
FORD	FUSION	2007	3FAHP07Z97R218375	16v384	Passenger		
FORD	FUSION	2007	3FAHP08Z97R266540	16v384	Passenger		
FORD	FUSION	2008	3FAHP06Z28R181088	16v384	Passenger		
FORD	FUSION	2008	3FAHP07108R253995	16v384	Passenger		
FORD	FUSION	2008	3FAHP07Z38R138118	16v384	Passenger		
FORD	FUSION	2008	3FAHP07Z48R243444	16v384	Passenger		
FORD	FUSION	2008	3FAHP07Z98R132940	16v384	Passenger		
FORD	FUSION	2010	3FAHP0HA2AR155040	16v384	Passenger		
FORD	FUSION	2010	3FAHP0HA4AR310199	16v384	Passenger		
FORD	FUSION	2010	3FAHP0HG3AR212057	16v384	Passenger		
FORD	FUSION	2011	3FAHP0HA8BR223715	16v384	Passenger		
FORD	MILAN	2007	3MEHM07197R643350	16v384	Passenger		

Make	Model	Year	VIN	Recall	Side	Recall	Side
FORD	MILAN	2007	3MEHM071X7R645530	16v384	Passenger		
FORD	MILAN	2007	3MEHM08Z67R602713	16v384	Passenger		
FORD	MILAN	2008	3MEHM07Z48R666557	16v384	Passenger		
FORD	MILAN	2008	3MEHM08188R654145	16v384	Passenger		
FORD	MILAN	2008	3MEHM08Z48R638742	16v384	Passenger		
FORD	MILAN	2009	3MEHM07Z99R616416	17v024	Passenger		
FORD	MKZ (Lincoln)	2007	3LNHM26T97R621053	16v384	Passenger		
FORD	MKZ (Lincoln)	2007	3LNHM28T87R622580	16v384	Passenger		
FORD	MKZ (Lincoln)	2007	3LNHM28TX7R622466	16v384	Passenger		
FORD	MKZ (Lincoln)	2008	3LNHM28T38R667945	16v384	Passenger		
FORD	MUSTANG	2005	1ZVFT80N355184336	15v319	Driver	16v384	Passenger
FORD	MUSTANG	2005	1ZVFT80N455197466	15v319	Driver	16v384	Passenger
FORD	MUSTANG	2006	1ZVFT80N865154590	15v319	Driver	16v384	Passenger
FORD	MUSTANG	2006	1ZVFT80NX65259034	15v319	Driver	16v384	Passenger
FORD	MUSTANG	2007	1ZVHT82H675304701	15v319	Driver	16v384	Passenger
FORD	MUSTANG	2008	1ZVHT82H985197628	15v319	Driver	16v384	Passenger
FORD	MUSTANG	2011	1ZVBP8CF9B5114973	15v319	Driver	16v384	Passenger
FORD	MUSTANG	2014	1ZVBP8AM1E5228715	15v319	Driver		
FORD	ZEPHYR (Lincoln)	2006	3LNHM26196R623897	16v384	Passenger		

## EXHIBIT E

**Snyder's Ltd.**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Ford	EDGE	2007	2FMDK49C57BB52702	16v384	Passenger		
Ford	EDGE	2008	2FMDK36C58BB08263	16v384	Passenger		
Ford	EDGE	2008	2FMDK39C98BB24820	16v384	Passenger		
Ford	EDGE	2009	2FMDK39CX9BA79128	16v384	Passenger		
Ford	EDGE	2010	2FMDK3KC1ABA35842	16v384	Passenger		
Ford	FUSION	2006	3FAHP08176R232931	16v384	Passenger		
Ford	FUSION	2007	3FAHP06Z37R136370	16v384	Passenger		
Ford	FUSION	2007	3FAHP06Z87R209328	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z07R192619	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z27R135211	16v384	Passenger		
Ford	FUSION	2007	3FAHP08127R147688	16v384	Passenger		
Ford	FUSION	2007	3FAHP08167R137259	16v384	Passenger		
Ford	FUSION	2008	3FAHP06Z78R138396	16v384	Passenger		
Ford	FUSION	2008	3FAHP07108R269260	16v384	Passenger		
Ford	FUSION	2008	3FAHP07Z38R175055	16v384	Passenger		
Ford	FUSION	2008	3FAHP07Z98R147986	16v384	Passenger		
Ford	FUSION	2008	3FAHP07Z98R239468	16v384	Passenger		
Ford	FUSION	2009	3FAHP06Z89R197667	16v384	Passenger		
Ford	FUSION	2009	3FAHP07Z19R205316	16v384	Passenger		
Ford	FUSION	2009	3FAHP07Z99R179547	16v384	Passenger		
Ford	FUSION	2009	3FAHP08Z19R213415	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA0AR240135	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA4AR119592	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA8AR102259	16v384	Passenger		
Ford	FUSION	2010	3FAHP0JAXAR384527	16v384	Passenger		

Make	Model	Year	VIN	Recall	Side	Recall	Side
Ford	FUSION	2010	3FAHP0JG7AR426897	16v384	Passenger		
Ford	FUSION	2010	3FAHP0KC8AR327923	16v384	Passenger		
Ford	FUSION	2011	3FAHP0GA1BR342286	16v384	Passenger		
Ford	FUSION	2011	3FAHP0GA2BR318692	16v384	Passenger		
Ford	FUSION	2011	3FAHP0GA5BR127736	16v384	Passenger		
Ford	FUSION	2011	3FAHP0GA9BR243313	16v384	Passenger		
Ford	FUSION	2011	3FAHP0HA7BR288166	16v384	Passenger		
Ford	FUSION	2011	3FAHP0JAXBR225377	16v384	Passenger		
Ford	FUSION	2011	3FAHP0JAXBR252546	16v384	Passenger		
Ford	MILAN	2006	3MEFM08116R641239	16v384	Passenger		
Ford	MILAN	2007	3MEHM07Z47R608267	16v384	Passenger		
Ford	MILAN	2007	3MEHM081X7R603275	16v384	Passenger		
Ford	MILAN	2008	3MEHM07Z98R601025	16v384	Passenger		
Ford	MILAN	2010	3MEHM0JA0AR658917	16v384	Passenger		
Ford	MILAN	2010	3MEHM0JG7AR648308	16v384	Passenger		
Ford	MKX (Lincoln)	2010	2LMDJ6JC7ABJ14166	16v384	Passenger		
Ford	MKZ (Lincoln)	2008	3LNHM28T18R603953	16v384	Passenger		
Ford	MUSTANG	2005	1ZVFT80NX55154783	14V802	Driver	15V319	Driver
Ford	MUSTANG	2005	1ZVFT84N355229270	14V802	Driver	15V319	Driver
Ford	MUSTANG	2006	1ZVFT80N165241523	14V802	Driver	15V319	Driver
Ford	MUSTANG	2006	1ZVFT80N265206568	14V802	Driver	15V319	Driver
Ford	MUSTANG	2006	1ZVFT80N565263136	14V802	Driver	15V319	Driver
Ford	MUSTANG	2006	1ZVHT82H165115503	14V802	Driver	15V319	Driver
Ford	MUSTANG	2007	1ZVFT80N075340948	14V802	Driver	15V319	Driver

## EXHIBIT F

**Road Tested Parts, Inc. d/b/a WeaverParts.com**

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>	<b>Recall</b>	<b>Side</b>
Ford	EDGE	2007	2FMDK39C67BA75994	16v384	Passenger		
Ford	EDGE	2007	2FMDK39C77BB59922	16v384	Passenger		
Ford	EDGE	2007	2FMDK46C97BA88569	16v384	Passenger		
Ford	EDGE	2007	2FMDK36C47BB63723	16v384	Passenger		
Ford	EDGE	2007	2FMDK36C97BA60863	16v384	Passenger		
Ford	EDGE	2007	2FMDK49C17BB23312	16v384	Passenger		
Ford	EDGE	2008	2FMDK36C58BA07272	16v384	Passenger		
Ford	EDGE	2008	2FMDK36CX8BA67273	16v384	Passenger		
Ford	EDGE	2008	2FMDK36C18BA63001	16v384	Passenger		
Ford	EDGE	2010	2FMDK4JC5ABA44048	16v384	Passenger		
Ford	FUSION	2006	3FAFP08126R208480	16v384	Passenger		
Ford	FUSION	2006	3FAHP08156R232782	16v384	Passenger		
Ford	FUSION	2006	3FAHP08106R186116	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z17R158463	16v384	Passenger		
Ford	FUSION	2007	3FAHP01117R278833	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z37R132589	16v384	Passenger		
Ford	FUSION	2007	3FAHP02137R143948	16v384	Passenger		
Ford	FUSION	2007	3FAHP07127R105488	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z57R189702	16v384	Passenger		
Ford	FUSION	2007	3FAHP081X7R188246	16v384	Passenger		
Ford	FUSION	2007	3FAHP08177R209554	16v384	Passenger		
Ford	FUSION	2007	3FAHP07Z37R124153	16v384	Passenger		
Ford	FUSION	2008	3FAHP07Z28R259447	16v384	Passenger		
Ford	FUSION	2008	3FAHP07Z18R232028	16v384	Passenger		
Ford	FUSION	2008	3FAHP06Z68R126157	16v384	Passenger		

Make	Model	Year	VIN	Recall	Side	Recall	Side
Ford	FUSION	2008	3FAHP07Z48R161892	16v384	Passenger		
Ford	FUSION	2008	3FAHP07168R183273	16v384	Passenger		
Ford	FUSION	2008	3FAHP07Z08R220937	16v384	Passenger		
Ford	FUSION	2009	3FAHP08Z49R104981	16v384	Passenger		
Ford	FUSION	2009	3FAHP07119R193856	17v024	Passenger		
Ford	FUSION	2010	3FAHP0JA3AR213750	16v384	Passenger		
Ford	FUSION	2010	3FAHP0KC0AR414697	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HG7AR332086	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA6AR368511	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA0AR149317	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HG3AR120625	16v384	Passenger		
Ford	FUSION	2010	3FAHP0DC7AR290036	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA6AR431994	16v384	Passenger		
Ford	FUSION	2010	3FAHP0HA3AR331609	16v384	Passenger		
Ford	FUSION	2011	3FAHP0HA9BR152010	16v384	Passenger		
Ford	FUSION	2011	3FAHP0HA6BR279152	16v384	Passenger		
Ford	FUSION	2011	3FAHP0HA2BR316083	16v384	Passenger		
Ford	FUSION	2012	3FAHP0CG2CR120948	17v024	Passenger		
Ford	FUSION	2012	3FAHP0JA1CR209635	17v024	Passenger		
Ford	FUSION	2012	3FAHP0JA3CR134873	17v024	Passenger		
Ford	FUSION	2012	3FAHP0HA8CR194587	17v024	Passenger		
Ford	FUSION	2012	3FAHP0HAXCR296733	17v024	Passenger		
Ford	LINCOLN MKX	2007	2LMDU68CX7BJ21618	16v384	Passenger		
Ford	LINCOLN MKX	2007	3LNHM26T77R659588	16v384	Passenger		
Ford	LINCOLN MKX	2007	3LNHM26T87R624610	16v384	Passenger		
Ford	LINCOLN MKX	2007	3LNHM26TX7R659715	16v384	Passenger		
Ford	LINCOLN MKX	2008	2LMDU88C68BJ04456	16v384	Passenger		



Make	Model	Year	VIN	Recall	Side	Recall	Side
Ford	LINCOLN MKX	2008	3LNHM26T98R650778	16v384	Passenger		
Ford	LINCOLN MKX	2008	3LNHM28T08R657535	16v384	Passenger		
Ford	LINCOLN MKX	2008	3LNHM26T48R605828	16v384	Passenger		
Ford	LINCOLN MKX	2009	2LMDU68C69BJ10358	16v384	Passenger		
Ford	LINCOLN MKX	2009	2LMDU68C89BJ05405	17v024	Passenger		
Ford	LINCOLN MKX	2010	2LMDJ6JC4ABJ05294	16v384	Passenger		
Ford	LINCOLN MKX	2010	2LMDJ6JC4ABJ23519	16v384	Passenger		
Ford	LINCOLN ZEPHYR	2006	3LNHM26196R623883	16v384	Passenger		
Ford	LINCOLN ZEPHYR	2006	3LNHM261X6R637971	16v384	Passenger		
Ford	LINCOLN ZEPHYR	2006	3LNHM26106R622301	16v384	Passenger		
Ford	LINCOLN ZEPHYR	2006	3LNHM26116R628074	16v384	Passenger		
Ford	LINCOLN ZEPHYR	2006	3LNHM26176R659734	16v384	Passenger		
Ford	MILAN	2007	3MEHM08Z67R642368	16v384	Passenger		
Ford	MILAN	2007	3MEHM08Z97R647693	16v384	Passenger		
Ford	MILAN	2009	3MEHM08Z59R628870	16v384	Passenger		
Ford	MILAN	2010	3MEHM0JA1AR606132	16v384	Passenger		
Ford	MILAN	2010	3MEHM0HA7AR614922	16v384	Passenger		
Ford	MUSTANG	2005	1ZVFT84NX55211669	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT84N655220885	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT82HX55134153	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT80N255153322	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT80N855129722	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2005	1ZVFT80N655144185	15v319	Driver	16v384	Passenger

Make	Model	Year	VIN	Recall	Side	Recall	Side
Ford	MUSTANG	2006	1ZVFT80N565190933	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2006	1ZVFT82H865256995	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2006	1ZVFT85H865255745	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2006	1ZVFT80N165113444	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2006	1ZVFT85H865261870	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2006	1ZVHT82H765230638	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVFT80N575346986	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVFT80N075239506	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVFT85H075279457	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2007	1ZVHT85H475310086	16v384	Passenger		
Ford	MUSTANG	2008	1ZVHT84N185185993	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2008	1ZVHT80N385208129	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2010	1ZVBP8EN1A5122911	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2011	1ZVBP8CF0B5107068	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2011	1ZVBP8AM2B5167869	15v319	Driver	16v384	Passenger
Ford	MUSTANG	2012	1ZVBP8AM7C5267158	15v319	Driver	17v024	Passenger
Ford	RANGER	2005	1FTZR45E75PA43080	15v322	Passenger	16v036	Driver
Ford	RANGER	2006	1FTYR44E66PA04558	15v322	Passenger	16v036	Driver
Ford	RANGER	2006	1FTYR14U66PA42944	16v036	Driver		
Ford	RANGER	2006	1FTYR44E56PA45067	16v036	Driver		
Ford	RANGER	2007	1FTYR14D07PA34677	16v384	Passenger		
Ford	RANGER	2007	1FTYR44U57PA11834	16v384	Passenger		
Ford	RANGER	2007	1FTYR10D67PA91679	16v384	Passenger		
Ford	RANGER	2008	1FTYR10D38PA23762	16v384	Passenger		
Ford	RANGER	2011	1FTLR4FE5BPA15584	16v384	Passenger		

## EXHIBIT G

**Assignors**

<b>Assignor</b>	<b>Make/Model</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>
Quarno's Auto Salvage	2006 Ford Mustang	1ZVFT80N265212998	14V802 15V319	Driver
Quarno's Auto Salvage	2005 Ford Mustang	1ZVFT82H455226939	14V802 15V319	Driver
Quarno's Auto Salvage	2005 Ford Mustang	1ZVFT80N055148359	14V802 15V319	Driver
Rigsby's Auto Parts & Sales, Inc.	2005 Ford Ranger	1FTYR10DX5PA77328	15V322 16V036	Both
Rigsby's Auto Parts & Sales, Inc.	2006 Ford Mustang	1ZVFT80N765173678	14V802 15V319	Driver

## EXHIBIT H

**Young's Auto Center & Salvage, LP**

<b>Recycler</b>	<b>Make/Model</b>	<b>VIN</b>	<b>Recall</b>	<b>Side</b>
Young's	2008 Ford Mustang	1ZVHT80N685180813	15V319	Driver
Young's	2007 Ford Mustang	1ZVFT80N575273859	14V802 15V319	Driver
Young's	2009 Ford Mustang	1ZVHT80N395104659	15V319	Driver
Young's	2004 Ford Ranger	1FTYR10U84PB49142	15V322 16V036	Both