UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

IN RE: TAKATA AIRBAG PRODUCT LIABILITY LITIGATION

This Document Relates to Economic Loss Class Actions and:

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

Plaintiffs,

v.

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

Defendants.

MDL No. 2599

Master File No.15- MD 2599-FAM

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

JURY TRIAL DEMANDED

AUTOMOTIVE RECYCLERS' *CORRECTED* SECOND AMENDED CONSOLIDATED CLASS ACTION COMPLAINT

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

NATURE OF CLAIMS

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

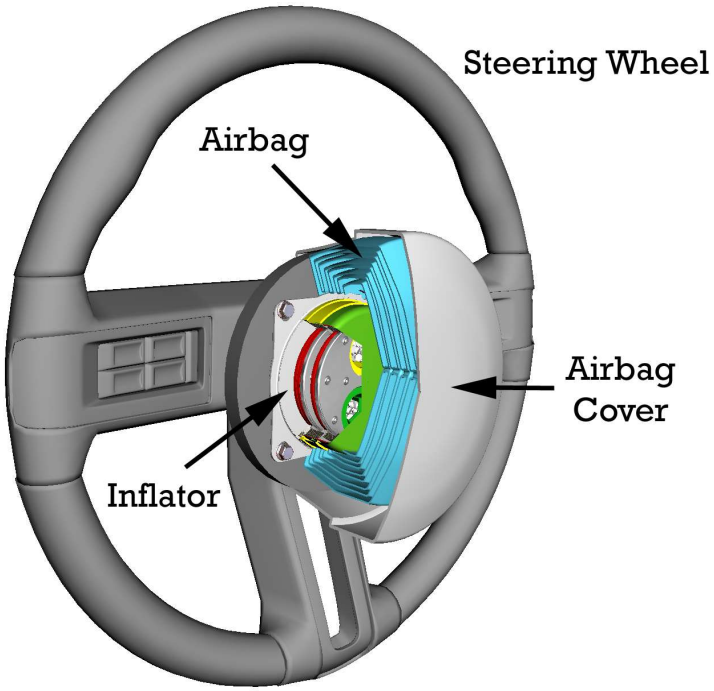
2. An airbag supplier must take all necessary steps to ensure that its products—which literally can make the difference between life and death in an accident—function as designed, specified, promised, and intended. Profits must take a back seat to safety for the airbag manufacturer, and also for the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

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

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

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

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



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

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

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

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

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

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

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

12. Similarly, in 2004, a Takata airbag in a Honda Accord in Alabama exploded, shot out metal shrapnel, and severely injured the car's driver. Honda and Takata investigated the

incident and inaccurately minimized it as "an anomaly." Honda did not issue a recall. Neither Honda nor Takata sought the involvement of federal safety regulators.

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

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

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

16. Over a decade after the first incidents of airbag ruptures, Defendants' obfuscation and inaction broke down in the face of mounting incidents and increased scrutiny by regulators, the press, and private plaintiffs. By the middle of 2013, the pace of the recalls increased

exponentially as the National Highway Traffic Safety Administration ("NHTSA") began to force Defendants into action. Whereas approximately 3 million vehicles had been recalled up until that point (the vast majority of which were Hondas), the April–May 2013 recalls added 4 million more vehicles to the list, across ten manufacturers. Just one year later, in June 2014, another 5.6 million vehicles were recalled, and by October 2014, global recalls had reached 16.5 million vehicles. As of July 2017, global recalls exceeded 60 million vehicles.

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

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

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

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

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

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

23. As a result of Takata's admission that its inflators are defective, tens of millions of additional vehicles have been or will be recalled in the United States, pushing the total number of recalled vehicles nationwide to nearly 44 million with approximately 70 million defective Takata airbags. While Takata has records of which manufacturers it sold defective inflators to, it claims not to have records of which vehicles those inflators were installed in. The Vehicle Manufacturers

possess those records, however, and are thus in the process of identifying which vehicles must be recalled based on Takata's DIRs.

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

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

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

27. Even more troubling, many of the replacement airbags that Takata and the vehicle manufacturers are using to "repair" recalled vehicles suffer from the same common, uniform defect that plagues the airbags being removed—they use unstable and dangerous ammonium nitrate as

the propellant within the inflator, a fact that Takata's representative admitted at a Congressional hearing in June 2015. At the Congressional hearing, the Takata representative repeatedly refused to provide assurances that Takata's replacement airbags are safe and defect-free.

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

29. The actions of Defendant Honda have been especially disturbing. Despite the shocking record of injuries and failures in Honda vehicles, Takata and Honda were slow to report the full extent of the danger to drivers and passengers, and they failed to issue appropriate recalls. Honda and Takata provided contradictory and inconsistent explanations to regulators for the Inflator Defect in Takata's airbags, which led to more confusion and delay. Indeed, the danger of defective airbags and the number of vehicles affected was concealed for years after it became apparent there was a potentially lethal problem. Although Takata and Honda repeatedly had actual knowledge and/or were on notice of, and failed to fully investigate, the problem and issue proper recalls, they allowed the problem to proliferate and cause numerous injuries and several deaths over the last 15 years.

30. Even before purchasing inflators from Takata, the Vehicle Manufacturer Defendants were aware that Takata used volatile and unstable ammonium nitrate as the primary

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

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

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

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

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

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

JURISDICTION AND VENUE

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

for Plaintiffs' Lanham Act claims. This Court has supplemental jurisdiction over Plaintiffs' state law claims under 28 U.S.C. § 1367.

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

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

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

40. This Court also has personal jurisdiction over the Defendants, because transferor courts that have transferred actions to this MDL have general jurisdiction over the Defendants, and this Court, under 28 U.S.C. § 1407, has personal jurisdiction over Defendants to the same extent

as any transferor court has personal jurisdiction over them. These transferor courts are located in the states in which each of the Defendants are respectively headquartered, and thus this Court may exercise general jurisdiction over Defendants. To the extent necessary for personal jurisdiction purposes, any claims asserted by non-Florida Plaintiffs in this First Amended Consolidated Class Action Complaint may be deemed to have been filed in a transferor court that may exercise personal jurisdiction over Defendants for such claims.

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

I. Vehicle Manufacturer Defendants

42. Defendant Honda Motor Co., Ltd. ("Honda Motor") is a foreign for-profit corporation with its principal place of business in Tokyo, Japan. Honda Motor manufactures and sells motorcycles, automobiles, and power products through independent retail dealers, outlets, and authorized dealerships primarily in Japan, North America, Europe, and Asia.

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

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

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

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

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

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

49. Defendants BMW Manufacturing, and BMW North America are collectively referred to as "BMW" or "BMW Defendants." BMW vehicles sold in the United States contain defective airbags manufactured by Takata. The BMW Defendants deliver these products into the

stream of commerce with the expectation that they will be purchased by consumers in the United States and the State of Florida.

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

51. New Chrysler was created on or about June 1, 2009, in connection with the sale of substantially all of the assets of Chrysler LLC ("Old Chrysler"), pursuant to a Sale Motion and Purchase Agreement ("Chrysler Sale Agreement") approved by the United States Bankruptcy Court for the Southern District of New York under Section 363 of the U.S. Bankruptcy Code (the "Chrysler 363 Sale"). As a result of the Chrysler 363 Sale, New Chrysler acquired substantially all of Old Chrysler's books, records, and personnel and knowledge of the defective Takata airbags those books, records, and personnel held. New Chrysler also took responsibility for any necessary recalls of both New and Old Chrysler vehicles going forward. The causes of action in this Complaint against New Chrysler are directed solely to New Chrysler and are based solely on New Chrysler's wrongful conduct.

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

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

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

55. General Motors Company ("GM Parent") is a Delaware corporation with its principal place of business in Detroit, Michigan, and is a citizen of the States of Delaware and Michigan. GM Parent's only asset is 100% ownership interest in GM Holdings. In SEC filings, GM Parent states: "We [defined as GM Parent] design, build and sell cars, trucks, crossovers and automobile parents worldwide." According to SEC filings, GM Parent sells vehicles "through [its] dealer network to retail customers." As stated in SEC filings, GM Parent is also responsible for determining when a recall should be conducted and for making reports to NHTSA.

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

57. New GM, GM Parent, and GM Holdings are collectively referred to as the "GM Defendants."

58. The GM Defendants were created on or about July 10, 2009, in connection with the sale of substantially all of the assets of General Motors Corporation ("Old GM") pursuant to a Master Sale and Purchase Agreement ("GM Sale Agreement") approved by the United States Bankruptcy Court for the Southern District of New York under Section 363 of the U.S. Bankruptcy

Code (the "GM 363 Sale"). As a result of the GM 363 Sale, New GM acquired substantially all of Old GM's books, records, and personnel, including Rita Kauppi (Global Commodity Manager for Airbags), Leo Knowlden (Lead Engineer for Inflators), and Tony Popovski (Global Purchasing Manager for Airbags)—all of whom had specific knowledge of the defective Takata airbags. New GM then transferred some of these assets to GM Holdings. Defendants thereby acquired from Old GM knowledge about the defective Takata airbags that those books, records, and personnel held. GM Parent and New GM also took responsibility for any necessary recalls of both New and Old GM vehicles going forward. The causes of action in this Complaint against the GM Defendants are directed solely to GM Parent, GM Holdings, and New GM and are based solely on their wrongful conduct.

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

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

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

62. Defendants Mazda and Mazda North American are collectively referred to as "Mazda" or the "Mazda Defendants." Mazda vehicles sold in the United States contain defective

airbags manufactured by Takata. The Mazda Defendants deliver these products into the stream of commerce with the expectation that they will be purchased by consumers in the United States and the State of Florida.

63. Mercedes-Benz USA, LLC ("MBUSA") is a Delaware limited liability corporation, whose principal place of business is 303 Perimeter Center North, Suite 202, Atlanta, Georgia 30346. Until approximately July 2015, Mercedes's principal place of business was 1 Mercedes Drive, Montvale, New Jersey 07645. Daimler AG is the parent corporation of MBUSA. Daimler AG and MBUSA are collectively referred to as "Mercedes" or "Mercedes Defendants." The Mercedes Defendants engineered, designed, developed, manufactured, or installed the Defective Airbags in the Mercedes-branded Class Vehicles, and approved the Defective Airbags for use in those vehicles. The Mercedes Defendants deliver these products into the stream of commerce with the expectation that they will be purchased by consumers in the United States and the State of Florida.They also developed, reviewed, and approved the marketing and advertising campaigns designed to sell these Class Vehicles.

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

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

66. Defendants Nissan and Nissan North America are collectively referred to as "Nissan" or the "Nissan Defendants." Nissan vehicles sold in the United States contain defective

airbags manufactured by Takata. The Nissan Defendants deliver these products into the stream of commerce with the expectation that they will be purchased by consumers in the United States and the State of Florida.

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

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

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

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

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

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

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

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

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

76. As used in this Complaint, "Audi" and "Audi Defendants" refers to Audi AG and Audi America. "Volkswagen" and "Volkswagen Defendants" refers to VW AG, VW America, Audi AG, and Audi America.

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

78. Collectively, these parties are referred to as the "Vehicle Manufacturer Defendants."

79. New GM is in the business of designing, developing, manufacturing, marketing, and selling automobiles in the United States, including in Florida. New GM and its affiliates sold more than 2.8 million vehicles in the United States in 2019 alone, generating more than $80 billion in revenue. Florida is a significant market for New GM and it generates a substantial percentage of its revenue from the sale of its vehicles in Florida.

80. During the relevant time period, New GM has continuously registered to do business in Florida and has appointed a registered agent in Florida. It most recently renewed its registration by filing an annual report on January 14, 2020, with the Florida Department of State, Division of Corporations, identifying Corporation Service Company of Tallahassee, Florida as its registered agent, and Dhivya Suryadevara, Rick Hansen, and Mark Reuss as "authorized persons" and managers.

81. New GM established channels for marketing Class Vehicles and providing regular advice to owners and lessees of Class Vehicles, including Plaintiffs, in the United States and this District by licensing its trademarks to dealerships and authorizing dealerships to sell New GM vehicles. There are more than fifteen New GM-authorized dealerships in Florida that sell new, used, and New GM-Certified Pre-Owned vehicles.

82. New GM created or controlled the distribution network that brought Class Vehicles, including Plaintiffs' vehicles, to Florida.

83. New GM provided information to train personnel in the United States, including in Florida, in the repair, servicing, and preparation of Class Vehicles, including Plaintiffs' Vehicles.

84. New GM Class Vehicles, including Plaintiffs' vehicles, were the subject of nationwide advertising campaigns that were intended to reach and did reach Florida, that advertised and promoted the alleged safety of Class Vehicles, and that were controlled, directed, funded, and/or approved by New GM. New GM directed and approved the publication and distribution of these advertisements toward Florida consumers and Plaintiffs, with the intent and knowledge that they would reach consumers, including Class Members, in Florida, via television, print publications, and the internet. None of these advertisements or marketing materials disclosed that Plaintiffs' vehicles or Class Vehicles were equipped with defective Takata inflators.

85. During the relevant time period, New GM regularly communicated with authorized dealerships in the United States, including in Florida, to facilitate the sale and service of Class Vehicles, including Plaintiffs' vehicles, in the United States, including in Florida.

86. During the relevant time period, employees of New GM regularly travelled to Florida to facilitate the sale and service of Class Vehicles, including Plaintiffs' vehicles, in Florida.

87. New GM's website, during the relevant time period, has been accessible and accessed in Florida by Class Members. This website solicits the sale of New GM vehicles and connects customers with New GM-authorized dealers in the United States, including in Florida.

88. New GM solicited the sale or lease of Class vehicles, including Plaintiffs' vehicles, in Florida. New GM also markets vehicles in Florida by regularly attending trade shows in Florida every year.

89. New GM has engaged in substantial business in Florida—among other things, advertising, selling, and servicing the models of vehicles that Plaintiffs here claim are defective.

90. New GM encourages a resale market for its vehicles in Florida: almost all of its authorized dealerships buy and sell used Chevrolet, GM, Cadillac, Saab, and GMC vehicles, as well as selling new ones.

91. New GM engages in wide-ranging promotional activities, including television, print, online, and direct-mail advertisements in Florida. By every means imaginable—among them billboards, TV and radio spots, print ads, and direct mail—New GM urges residents of Florida to buy its vehicles, including the Class Vehicles. This creates a market for New GM vehicles in Florida.

92. Chevrolet, GM, Cadillac, Saab, and GMC vehicles—including the Class Vehicles—are available for sale, whether new or used, throughout Florida.

93. New GM provides original parts to its dealerships, auto supply stores, and repair shops in Florida to ensure that consumers can keep their vehicles running long past the date of sale.

94. New GM's own network of dealers offers an array of maintenance and repair services, thus fostering an ongoing relationship between New Chrysler and its customers. There are at least 56 New GM-authorized dealerships in Florida, all of which sold new and used Class Vehicles to Florida Class Members.

95. Florida Plaintiffs suffered economic harm, loss, and damages in Florida as a result of purchasing Class Vehicles in Florida.

96. During the relevant time period, employees of New GM travelled to Florida to discuss, investigate, and evaluate PSAN inflators with Takata entities and investigate reported rupture and aggressive deployment events.

97. New GM marketed Class Vehicles, including Plaintiffs' vehicles, through affiliated distributors, which agreed to serve as sales agents for New GM in the United States and this District.

98. New GM, directly or indirectly through agreements with affiliated financial service providers, such as General Motors Financial Company, Inc., engaged in the financing of

authorized dealerships throughout the United States and this District, including the authorized dealerships that sold Class Vehicles to Plaintiffs.

99. During the relevant period, New GM regularly transported and distributed for sale tens of thousands of Class Vehicles to authorized dealerships in Florida to facilitate the sale of such Class Vehicles to consumers in Florida.

100. During the relevant period, New GM created, managed, marketed, and directed the New GM-Certified Pre-Owned Vehicle program, through its continuous contacts with authorized dealerships around the country and in Florida, to encourage consumers, including Class Members, to purchase used Class Vehicles from New GM-authorized dealerships.

101. New GM distributed Class Vehicles in the United States and Florida with "Monroney" labels that described the equipment and features of the vehicles, knowing that New GM-authorized dealers would then sell Class Vehicles, both new and used, to consumers with these labels visible. Upon information and belief, Monroney labels for many of the Class Vehicles are available at https://monroneylabels.com/. The Monroney labels, which New GM caused to be drafted, uniformly and misleadingly assured consumer that Class Vehicles had working airbags. This information would have suggested to any reasonable consumer that the Takata airbags installed in the Class Vehicles did not suffer from a defect and would perform their intended function during a collision.

102. To facilitate the sale and service of Class Vehicles in Florida, New GM directly or indirectly operates a 362,000 square foot parts distribution center, with numerous employees, in Jacksonville, Florida.

103. During the relevant time period, New GM has registered and maintained registrations with the United States government for trademarks associated with its New GM-branded vehicles and parts, which it uses to identify and distinguish its vehicles and parts in the United States and this District.

104. New GM, with the assistance of retained vendors, tracks the registration of Class Vehicles in the United States, including in Florida, to facilitate its communication with customers, including Plaintiffs and Class Members in Florida.

105. New Chrysler is in the business of designing, developing, manufacturing, marketing, and selling automobiles in the United States, including in Florida. New Chrysler and its affiliates sold more than 2 million vehicles in the United States in 2019 alone, generating more than $50 billion in revenue. Florida is a significant market for New Chrysler and it generates a substantial percentage of its revenue from the sale of its vehicles in Florida.

106. During the relevant time period, New Chrysler has continuously registered to do business in Florida and has appointed a registered agent in Florida. It most recently renewed its registration by filing an annual report on May 11, 2020, with the Florida Department of State, Division of Corporations, identifying CT Corporation System of Plantation, Florida as its registered agent, and Richard Palmer, Mark Stewart, and Michael Manley as "authorized persons" and managers.

107. New Chrysler established channels for marketing Class Vehicles and providing regular advice to owners and lessees of Class Vehicles, including Plaintiffs, in the United States and this District by licensing its trademarks to dealerships and authorizing dealerships to sell New Chrysler vehicles.

108. New Chrysler created or controlled the distribution network that brought Class Vehicles, including Plaintiffs' vehicles, to Florida. There are more than ten New Chrysler-authorized dealerships in Florida that sell new, used, and New Chrysler-Certified Pre-Owned vehicles.

109. New Chrysler provided information to train personnel in the United States, including in Florida, in the repair, servicing, and preparation of Class Vehicles, including Plaintiffs' Vehicles.

110. New Chrysler Class Vehicles, including Plaintiffs' vehicles, were the subject of nationwide advertising campaigns that were intended to reach and did reach Florida, that

advertised and promoted the alleged safety of Class Vehicles, and that were controlled, directed, funded, and/or approved by New Chrysler. New Chrysler directed and approved the publication and distribution of these advertisements toward Florida consumers and Plaintiffs, with the intent and knowledge that they would reach consumers, including Class Members, in Florida, via television, print publications, and the internet. None of these advertisements or marketing materials disclosed that Plaintiffs' vehicles or Class Vehicles were equipped with defective Takata inflators.

111. During the relevant time period, New Chrysler regularly communicated with authorized dealerships in the United States, including in Florida, to facilitate the sale and service of Class Vehicles, including Plaintiffs' vehicles, in the United States, including in Florida.

112. During the relevant time period, employees of New Chrysler regularly travelled to Florida to facilitate the sale and service of Class Vehicles, including Plaintiffs' vehicles, in Florida.

113. New Chrysler's website, during the relevant time period, has been accessible and accessed in Florida by Class Members. This website solicits the sale of New Chrysler vehicles and connects customers with New Chrysler-authorized dealers in the United States, including in Florida.

114. New Chrysler solicited the sale or lease of Class vehicles, including Plaintiffs' vehicles, in Florida. New Chrysler also markets vehicles in Florida by regularly attending trade shows in Florida every year.

115. New Chrysler has engaged in substantial business in Florida—among other things, advertising, selling, and servicing the models of vehicles that Plaintiffs here claim are defective.

116. New Chrysler encourages a resale market for its vehicles in Florida: almost all of its authorized dealerships buy and sell used Chrysler, Dodge, and Jeep vehicles, as well as selling new ones.

117. New Chrysler engages in wide-ranging promotional activities, including television, print, online, and direct-mail advertisements in Florida. By every means imaginable—among them billboards, TV and radio spots, print ads, and direct mail— New Chrysler urges residents of Florida to buy its vehicles, including the Class Vehicles.

118. Chrysler, Dodge, and Jeep vehicles—including the Class Vehicles—are available for sale, whether new or used, throughout Florida.

119. New Chrysler provides original parts to its dealerships, auto supply stores, and repair shops in Florida to ensure that consumers can keep their vehicles running long past the date of sale.

120. New Chrysler's own network of dealers offers an array of maintenance and repair services, thus fostering an ongoing relationship between New Chrysler and its customers. There are at least 69 New Chrysler-authorized dealerships in Florida, all of which sold new and used Class Vehicles to Florida Class Members.

121. Florida Plaintiffs suffered economic harm, loss, and damages in Florida as a result of purchasing Class Vehicles in Florida.

122. During the relevant time period, employees of New Chrysler travelled to Florida to discuss, investigate, and evaluate PSAN inflators with Takata entities and investigate reported rupture and aggressive deployment events.

123. New Chrysler marketed Class Vehicles, including Plaintiffs' vehicles, through affiliated distributors, which agreed to serve as sales agents for New Chrysler in the United States and this District.

124. New Chrysler, directly or indirectly through agreements with financial service providers, engaged in the financing of authorized dealerships throughout the United States and this District, including the authorized dealerships that sold Class Vehicles to Plaintiffs.

125. During the relevant period, New Chrysler regularly transported and distributed for sale tens of thousands of Class Vehicles to authorized dealerships in Florida to facilitate the sale of such Class Vehicles to consumers in Florida.

126. During the relevant period, New Chrysler created, managed, marketed, and directed the Chrysler-Certified Pre-Owned Vehicle program, through its continuous contacts with authorized dealerships around the country and in Florida, to encourage consumers, including Class Members, to purchase used Class Vehicles from New Chrysler-authorized dealerships.

127. New Chrysler distributed Class Vehicles in the United States and Florida with "Monroney" labels that described the equipment and features of the vehicles, knowing that New Chrysler-authorized dealers would then sell Class Vehicles, both new and used, to consumers with these labels visible. Upon information and belief, Monroney labels for many of the Class Vehicles are available at https://monroneylabels.com/. The Monroney labels, which New Chrysler caused to be drafted, uniformly and misleadingly assured consumer that Class Vehicles had working airbags. This information would have suggested to any reasonable consumer that the Takata airbags installed in the Class Vehicles did not suffer from a defect and would perform their intended function during a collision.

128. To facilitate the sale and service of Class Vehicles in Florida, New Chrysler directly or indirectly operates a parts distribution center, with numerous employees, in Orlando, Florida.

129. During the relevant time period, New Chrysler has registered and maintained registrations with the United States government for trademarks associated with its New Chrysler-branded vehicles and parts, which it uses to identify and distinguish its vehicles and parts in the United States and this District.

130. New Chrysler, with the assistance of retained vendors, tracks the registration of Class Vehicles in the United States, including in Florida, to facilitate its communication with customers, including Plaintiffs and Class Members in Florida.

131. The Volkswagen Defendants engineered, designed, developed, manufactured, or installed the Defective Airbags in the Volkswagen- and Audi-branded Class Vehicles (defined below), and approved the Defective Airbags for use in those vehicles. They also developed,

reviewed, and approved the marketing and advertising campaigns designed to sell these Class Vehicles in the United States and Florida.

132. In 2018 alone, the Volkswagen Defendants sold more than 620,000 vehicles in the United States, generating more than $20 billion in revenue. The Volkswagen Defendants sold more than 1,000,000 Class Vehicles in the United States equipped with Defective Airbags.

133. Volkswagen has engaged in substantial business in Florida—among other things, advertising, selling, and servicing the models of vehicles that Plaintiffs here claim are defective.

134. Volkswagen encourages a resale market for its vehicles in Florida: almost all of its authorized dealerships buy and sell used VW and Audi vehicles, as well as selling new ones.

135. Volkswagen engages in wide-ranging promotional activities, including television, print, online, and direct-mail advertisements in Florida. By every means imaginable—among them billboards, TV and radio spots, print ads, and direct mail— Volkswagen urges residents Florida to buy its vehicles, including the Class Vehicles.

136. VW and Audi cars—including the Class Vehicles—are available for sale, whether new or used, throughout the Florida.

137. Volkswagen provides original parts to its dealerships, auto supply stores, and repair shops in Florida to ensure that consumers can keep their vehicles running long past the date of sale.

138. Volkswagen's own network of dealers offers an array of maintenance and repair services, thus fostering an ongoing relationship between Volkswagen and its customers. There are at least 42 Volkswagen- or Audi-authorized dealerships in Florida, all of which sold new and used Class Vehicles.

139. Florida Plaintiffs suffered economic harm, loss, and damages in Florida as a result of purchasing the VW and Audi Class Vehicles in Florida.

140. The Volkswagen Defendants developed the owner's manuals, warranty booklets, product brochures, advertisements, and other promotional materials relating to the VW

and Audi Class Vehicles sold in the United States, with the intent that these documents would be distributed in all 50 states and caused those materials to be disseminated throughout the United States and Florida.

141. The Volkswagen Defendants acknowledged in a recent annual report that the United States is a key sales market for Volkswagen vehicles. Volkswagen's sales in the United States and Florida are voluntary, intentional, and regular.

142. The Volkswagen Defendants designed and/or manufactured the Class Vehicles, including Plaintiffs' vehicles, for sale in the United States and Florida. The United States and its constituent states have a collection of federal and state laws that require manufacturers to build their passenger vehicles specifically to meet the standards established by those laws. The Volkswagen Defendants specifically designed Plaintiffs' Audi and VW Class Vehicles to meet federal and state regulations and standards, including the Federal Motor Vehicle Safety Standards.

143. The Volkswagen Defendants certified to U.S. government officials that Audi and VW Class Vehicles met U.S. federal requirements and standards so that the vehicles could be sold in the United States and Florida. Employees of the Volkswagen Defendants or their related entities also affixed labels to the engines of Audi and VW Class Vehicles to disclose to U.S. Customs and Border Protection agents that the vehicles were covered by valid certificates for the United States.

144. The Volkswagen Defendants established channels for marketing Class Vehicles and providing regular advice to owners and lessees of Class Vehicles, including Plaintiffs, in the United States and Florida, by licensing their trademarks to dealerships and authorizing dealerships to sell their vehicles.

145. The Volkswagen Defendants marketed Class Vehicles, including Plaintiffs' vehicles, through affiliated distributors, in the United States and Florida.

146. The Volkswagen Defendants directly or indirectly, engaged in the financing of authorized dealerships throughout the United States and Florida.

147. The Volkswagen Defendants created or controlled the distribution network that brought Class Vehicles, including Plaintiffs' vehicles, to the United States and Florida. The Volkswagen Defendants regularly transported and distributed for sale tens of thousands of Class Vehicles to authorized dealerships in United States and Florida to facilitate the sale of such Class Vehicles to consumers in United States and Florida.

148. The Volkswagen Defendants were involved in providing information to train personnel in the United States and Florida in the repair, servicing, and preparation of Class Vehicles, including Plaintiffs' Vehicles.

149. VW and Audi Class Vehicles, including Plaintiffs' vehicles, were the subject of nationwide advertising campaigns that were intended to reach and did reach Florida, that advertised and promoted the alleged safety of Class Vehicles, and that were controlled, directed, funded, and/or approved by the Volkswagen Defendants. None of these advertisements or marketing materials disclosed that Plaintiffs' vehicles or Class Vehicles were equipped with defective Takata inflators.

150. From 2004 through the present, the Volkswagen Defendants regularly communicated with authorized dealerships in the United States and Florida to facilitate the sale and service of Class Vehicles, including Plaintiffs' vehicles, in the United States and Florida. The Volkswagen Defendants managed, marketed, and directed the VW- and Audi-Certified Pre-Owned Vehicle programs, through their continuous contacts with authorized dealerships in the United States and Florida to encourage consumers, including Class Members, to purchase used Class Vehicles from VW- and Audi-authorized dealerships.

151. From 2004 through the present, employees of the Volkswagen Defendants regularly travelled throughout the United States and Florida to facilitate the sale and service of Class Vehicles, including Plaintiffs' vehicles, in the United States and Florida.

152. The websites Volkswagen and Audi, from 2005 through the present, have been accessible and accessed in the United States and Florida. These websites solicit the sale of VW and Audi vehicles and connect U.S. customers with VW and Audi authorized dealers.

153. Volkswagen Defendants solicited the sale or lease of Class vehicles, including Plaintiffs' vehicles, in the United States and Florida. Volkswagen Defendants also market vehicles in the United States and Florida by regularly attending trade shows in the United States and Florida every year.

154. Volkswagen and Audi entities have, as recently as 2018, brought litigation in U.S. courts to protect their "distinctive and world-famous trademarks" from infringement and counterfeiting. The protection afforded their trademarks and patents under U.S. law enabled Volkswagen to sell Class Vehicles in the United States and Florida.

155. In a recent complaint to enforce its trademark rights, an Audi entity represented that it "sells Audi automobiles and genuine parts and accessories through a network of licensed Audi dealerships." It also conceded that it operates an interactive website through which consumers can purchase accessories and parts directly from Audi.

156. From 1960 through the present, an Audi entity has registered and maintained registrations with the U.S. government for trademarks associated with its vehicles and parts, which it uses to identify and distinguish its vehicles and parts in the United States and Florida.

157. Volkswagen admitted in a recent trademark infringement complaint that it sells VW automobiles through a network of licensed VW dealerships, and that it operates an interactive website through which consumers can purchase goods and parts.

158. From 1957 through the present, a Volkswagen entity has registered and maintained registrations with the U.S. government for trademarks associated with its vehicles and parts, which it uses to identify and distinguish its vehicles and parts in the United States. Volkswagen considers the "VW brand" to be a core component of the company, and claims that the "Audi and VW Marks are invaluable assets of substantial and inestimable worth to Audi and VW."

159. The Volkswagen Defendants use the VW and Audi trademarks to promote the sale of VW and Audi vehicles in the United States and Florida.

160. Mercedes-Benz USA, LLC ("MBUSA") is a Delaware limited liability corporation, whose principal place of business is 303 Perimeter Center North, Suite 202, Atlanta, Georgia 30346. Until approximately July 2015, Mercedes's principal place of business was 1 Mercedes Drive, Montvale, New Jersey 07645. MBUSA is a wholly owned subsidiary of Daimler Aktiengesellschaft ("Daimler AG") and engages in business, including the advertising, marketing, and sale of Mercedes-Benz automobiles, including Class Vehicles, in all 50 states, in furtherance of the interests of Daimler AG. MBUSA employs over 1,600 workers in the U.S. MBUSA is Daimler AG's principal North American subsidiary. MBUSA renders services on behalf of Daimler AG that are sufficiently important to Daimler AG and its sale of vehicles in the United States that Daimler AG would perform those services itself if MBUSA did not exist. In consumer transactions, like those with Plaintiffs, Daimler AG's unified brand and logo serve as its and MBUSA's official seal and signature as to consumers.

161. There are approximately 380 authorized Mercedes dealerships in the U.S. In fiscal year 2018 alone, MBUSA sold more than 320,000 vehicles in the United States, generating more than $10 billion in revenue. And MBUSA sold more than 1 million Class Vehicles in the United States equipped with Defective Airbags.

162. MBUSA has engaged in substantial business in Florida—among other things, advertising, selling, and servicing the models of vehicles that Plaintiffs here claim are defective.

163. MBUSA encourages a resale market for its vehicles in Florida: almost all of its authorized dealerships buy and sell used Mercedes vehicles, as well as selling new ones.

164. MBUSA engages in wide-ranging promotional activities, including television, print, online, and direct-mail advertisements in Florida. By every means imaginable—among them billboards, TV and radio spots, print ads, and direct mail—MBUSA urges residents of Florida to buy its vehicles, including the Class Vehicles.

165. Mercedes cars—including the Class Vehicles—are available for sale, whether new or used, throughout Florida.

166. MBUSA provides original parts to its dealerships, auto supply stores, and repair shops in Florida to ensure that consumers can keep their vehicles running long past the date of sale.

167. MBUSA's own network of dealers offers an array of maintenance and repair services, thus fostering an ongoing relationship between MBUSA and its customers. There are at least 30 Mercedes-authorized dealerships in Florida, all of which sold new and used Class Vehicles to Florida Class Members.

168. Florida Plaintiffs suffered economic harm, loss, and damages in Florida as a result of purchasing the Mercedes Class Vehicles in Florida.

169. MBUSA and its related entities are collectively referred to as "Mercedes." Mercedes holds itself out as Mercedes-Benz, a single entity that caters to American consumers and purposely avails itself of the United States market for automobiles. Mercedes also advertises its connection to Florida on its website, representing that its Jacksonville, Florida parts distribution center "supports dealers in the region with parts supply and houses parts inventory."

170. Mercedes engineered, designed, developed, manufactured, or installed the Defective Airbags in the Mercedes-branded Class Vehicles, and approved the Defective Airbags for use in those vehicles and for sale in the United States and Florida. MBUSA also developed, reviewed, and approved the marketing and advertising campaigns designed to sell these Class Vehicles in the United States and Florida.

171. MBUSA developed the owner's manuals, warranty booklets, product brochures, advertisements, and other promotional materials relating to the Mercedes Class Vehicles sold in the United States, with the intent that these documents would be distributed in all 50 states and caused those materials to be disseminated throughout the United States and Florida.

172. MBUSA acknowledged in a recent annual report that the United States is a key sales market for it. MBUSA's sales in the United States and Florida are voluntary, intentional, and regular.

173. Mercedes designed and/or manufactured the Class Vehicles, including Plaintiffs' vehicles, for sale in the United States and Florida. The United States and its constituent states have a collection of federal and state laws that require manufacturers to build their passenger vehicles specifically to meet the standards established by those laws. Mercedes specifically designed Plaintiffs' Mercedes Class Vehicles to meet federal and state regulations and standards, including the Federal Motor Vehicle Safety Standards.

174. Mercedes supervisors certified to U.S. government officials that Mercedes Class Vehicles met U.S. federal requirements and standards so that the vehicles could be sold in the United States. Mercedes employees also affixed labels to the engines of Mercedes Class Vehicles to disclose to U.S. Customs and Border Protection agents that the vehicles were covered by valid certificates for the United States.

175. MBUSA established channels for marketing Class Vehicles and providing regular advice to owners and lessees of Class Vehicles, including Plaintiffs, in the United States and Florida by licensing its trademarks to dealerships and authorizing dealerships to sell its vehicles.

176. MBUSA marketed Class Vehicles, including Plaintiffs' vehicles, through affiliated distributors in the United States and Florida. MBUSA also markets vehicles in the United States and Florida by regularly attending trade shows in the United States and Florida every year.

177. MBUSA, directly or indirectly, engaged in the financing of authorized dealerships throughout the United States and Florida.

178. MBUSA created or controlled the distribution network, including the 380 authorized dealerships, that brought Class Vehicles, including Plaintiffs' vehicles, to the United States and Florida for sale or lease. MBUSA regularly transported and distributed for sale tens of thousands of Class Vehicles to authorized dealerships in United States and Florida to facilitate the sale of such Class Vehicles to consumers in United States and Florida.

179. MBUSA was involved in providing information to train personnel in the United States and Florida in the repair, servicing, and preparation of Class Vehicles, including Plaintiffs' Vehicles.

180. Mercedes Class Vehicles, including Plaintiffs' vehicles, were the subject of nationwide advertising campaigns that were intended to reach and did reach Florida, that advertised and promoted the alleged safety of Class Vehicles, and that were controlled, directed, funded, and/or approved by MBUSA. None of these advertisements or marketing materials disclosed that Plaintiffs' vehicles or Class Vehicles were equipped with defective Takata inflators.

181. From 2004 through the present, MBUSA regularly communicated with authorized dealerships in the United States and Florida to facilitate the sale and service of Class Vehicles, including Plaintiffs' vehicles, in the United States and Florida. MBUSA, managed, marketed, and directed the Mercedes-Benz Certified Pre-Owned Vehicle program, through their continuous contacts with authorized dealerships in the United States and Florida, to encourage consumers, including Class Members, to purchase used Class Vehicles from Mercedes-authorized dealerships.

182. From 2004 through the present, employees, managers, and officers of MBUSA regularly travelled throughout the United States and Florida to facilitate the sale and service of Mercedes vehicles, including Class Vehicles and Plaintiffs' vehicles, in the United States and Florida.

183. The Mercedes website, from 2005 through the present, has been accessible and accessed in the United States and Florida. The website solicits the sale of Mercedes vehicles and connects U.S. customers with Mercedes authorized dealers.

184. MBUSA solicited the sale or lease of Class vehicles, including Plaintiffs' vehicles, in the United States and Florida.

185. Mercedes entities have, at least as recently as 2016, brought litigation in U.S. courts to protect Mercedes trademarks from infringement and counterfeiting. The protection

afforded its trademarks and patents under U.S. law enabled Mercedes to sell Class Vehicles in the United States, this District and Florida.

186. A Mercedes entity owns all rights, title, and interest in U.S. Trademark Registration No. 657,386 for MERCEDES-BENZ, which is a word mark for goods including automobiles, motor trucks, and parts thereof. The MERCEDES-BENZ Mark was registered on January 21, 1958 based on a corresponding German trademark registered on October 10, 1927. A Mercedes entity also has registered and maintains registration with the U.S. government trademarks for the design of its distinctive emblem, the three-pointed star.

187. In a recent complaint to enforce its trademark rights, Mercedes conceded its direct role in controlling advertisements and marketing of its vehicles in the United States, stating that it has "expended millions of dollars in advertising across the country in connection with the MERCEDES-BENZ Mark," which has "established the MERCEDES-BENZ mark as famous and/or well-known among U.S. purchasers of motor vehicles and wheels, as well as among the general members of the U.S. public."

188. Mercedes licenses the use of the Mercedes trademarks to authorized dealerships to promote the sale of Mercedes-Benz vehicles in the United States and Florida.

II. Plaintiffs

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

190. Cunningham Brothers Auto Parts, LLC ("Cunningham") is an automotive parts recycler and Delaware limited liability company with its principal place of business at 10980

Wards Rd., Rustburg, VA 24588. Prior to the recalls set forth herein, Cunningham purchased Class Vehicles, as defined below, containing Takata airbags. Cunningham purchased these Takata airbags for purposes of resale. Had Cunningham known of the Inflator Defect, it would not have purchased the Class Vehicles or it would not have paid as much for them as it did.

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

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

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

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

195. 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.

196. 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.

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

GENERAL FACTUAL ALLEGATIONS

I. Definitions

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

199. "Defective Airbags" refers to all airbag modules (including inflators) manufactured by Takata ("Takata airbags") that use propellant containing ammonium nitrate in their inflators

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[2] Specifically, those manufactured at the St. Louis North Assembly Plant.

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

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

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

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

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

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

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

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

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

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

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

Manufacturer	Recall	Make	Model	Model Years	Side(s)	Zone[1]
Honda	17V029	Honda	Element	2005-2011	Passenger	A
Honda	17V029	Honda	Fit	2007-2008	Passenger	A,B, C
Honda	17V029	Honda	Pilot	2005-2008	Passenger	A, B,C
Honda	17V029	Honda	Ridgeline	2006-2012	Passenger	A
Honda	17V029	Honda	Element	2005-2009	Passenger	B
Honda	17V029	Honda	Ridgeline	2006-2009	Passenger	B
Honda	17V029	Honda	Element	2005-2008	Passenger	C
Honda	17V029	Honda	Ridgeline	2006-2008	Passenger	C
Honda	17V030	Acura	TSX	2009-20122012	Passenger	A
Honda	17V030	Acura	TSX Sportswagon	2011-2012	Passenger	A
Honda	17V030	Acura	ZDX	2010-2012	Passenger	A
Honda	17V030	Acura	TSX	2009	Passenger	B
Honda	17V030	Honda	Accord	2008-2012	Passenger	A
Honda	17V030	Honda	Accord Crosstour	2010-2012	Passenger	A
Honda	17V030	Honda	Civic	2006-2011	Passenger	A
Honda	17V030	Honda	Civic Hybrid	2006-2011	Passenger	A
Honda	17V030	Honda	CR-V	2007-2011	Passenger	A
Honda	17V030	Honda	FCX Clarity	2012	Passenger	A
Honda	17V030	Honda	Fit	2009-2012	Passenger	A,B
Honda	17V030	Honda	Insight	2010-2012	Passenger	A
Honda	17V030	Honda	Pilot	2009-2012	Passenger	A
Honda	17V030	Honda	Fit	2009	Passenger	B
Honda	17V030	Honda	Pilot	2009	Passenger	B
Honda	17V030	Honda	Accord	2008-2009	Passenger	B
Honda	17V030	Honda	Civic	2006-2009	Passenger	B
Honda	17V030	Honda	Civic Hybrid	2006-2009	Passenger	B
Honda	17V030	Honda	Civic NGV	2006-2009	Passenger	B
Honda	17V030	Honda	CR-V	2007-2009	Passenger	B
Honda	17V030	Honda	Accord	2008	Passenger	C
Honda	17V030	Honda	Civic	2006-2008	Passenger	C
Honda	17V030	Honda	Civic Hybrid	2006-2008	Passenger	C
Honda	17V030	Honda	Civic NGV	2006-2008	Passenger	C
Honda	17V030	Honda	CR-V	2007-2008	Passenger	C
Honda	18V041	Acura	RL	2010-2012	Passenger	A
Honda	18V041	Acura	RL	2010	Passenger	B
Honda	18V041	Acura	RL	2009	Passenger	C
Honda	18V041	Honda	Element	2010	Passenger	A
Honda	18V041	Honda	Ridgeline	2010-2013	Passenger	A

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

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

Manufacturer	Recall	Make	Model	Model Years	Side(s)	Zone[1]
Nissan	15V226	Infiniti	M45	2006	Passenger	HAH
Nissan	15V226	Infiniti	FX35	2003-2005	Passenger	A
Nissan	15V226	Infiniti	FX45	2003-2005	Passenger	A
Nissan	15V226	Infiniti	I35	2003-2004	Passenger	A
Nissan	15V226	Infiniti	M35	2006	Passenger	A
Nissan	15V226	Infiniti	M45	2006	Passenger	A
Nissan	15V226	Nissan	Sentra	2006	Passenger	HAH
Nissan	16V349	Infiniti	FX35	2003-2008	Passenger	HAH
Nissan	16V349	Infiniti	FX45	2003-2008	Passenger	HAH
Nissan	16V349	Infiniti	I30	2003-2004	Passenger	
Nissan	16V349	Infiniti	I35	2003-2004	Passenger	A, B, C
Nissan	16V349	Infiniti	M35	2006-2010	Passenger	A
Nissan	16V349	Infiniti	M45	2006-2010	Passenger	A
Nissan	16V349	Infiniti	FX35	2005-2008	Passenger	B
Nissan	16V349	Infiniti	FX45	2005-2008	Passenger	B
Nissan	16V349	Infiniti	M35	2006-2008	Passenger	B
Nissan	16V349	Infiniti	M45	2006-2008	Passenger	B
Nissan	16V349	Nissan	Versa	2007-2011	Passenger	A
Nissan	16V349	Nissan	Versa	2007-2008	Passenger	B
Nissan	17V028	Infiniti	M35/ M45	2006-2010	Passenger	C
Nissan	17V028	Infinti	FX35/ FX 45	2005-2008	Passenger	C
Nissan	17V028	Nissan	FX35	2005-2008	Passenger	C
Nissan	17V028	Nissan	FX45	2005-2008	Passenger	C
Nissan	17V028	Nissan	M35	20096-2010	Passenger	B
Nissan	17V028	Nissan	M45	20069-2010	Passenger	B
Nissan	17V028	Nissan	Versa	2007-2009, 2012	Passenger	A
Nissan	17V028	Nissan	Versa sedans and hatchbacks	2009	Passenger	B
Nissan	17V028	Nissan	Versa sedans and hatchbacks	2007-2008	Passenger	C
Nissan	17V068	Infiniti	QX4	2002	Passenger	N/A
Nissan	17V068	Nissan	Pathfinder	2002	Passenger	N/A
Nissan	17V449	Nissan	Versa Sedans	2007-2011	Driver	N/A
Nissan	17V449	Nissan	Versa HB	2007-2012	Driver	N/A
Nissan	18V044	Nissan	Versa HB and Sedans	2009-2010	Passenger	B
Nissan	18V044	Nissan	Versa HB and Sedans	2009	Passenger	C
Subaru	14V399	Subaru	Baja	2003-2004	Passenger	N/A
Subaru	14V399	Subaru	Impreza	2004	Passenger	N/A

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

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

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

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

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

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

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

I. Takata is a Major Manufacturer of Airbags and Inflators

205. 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.

[3] *See* Amended Annex A and https://www.nhtsa.gov/takata-air-bags/takata-recall-expansion-what-consumers-need-know.

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

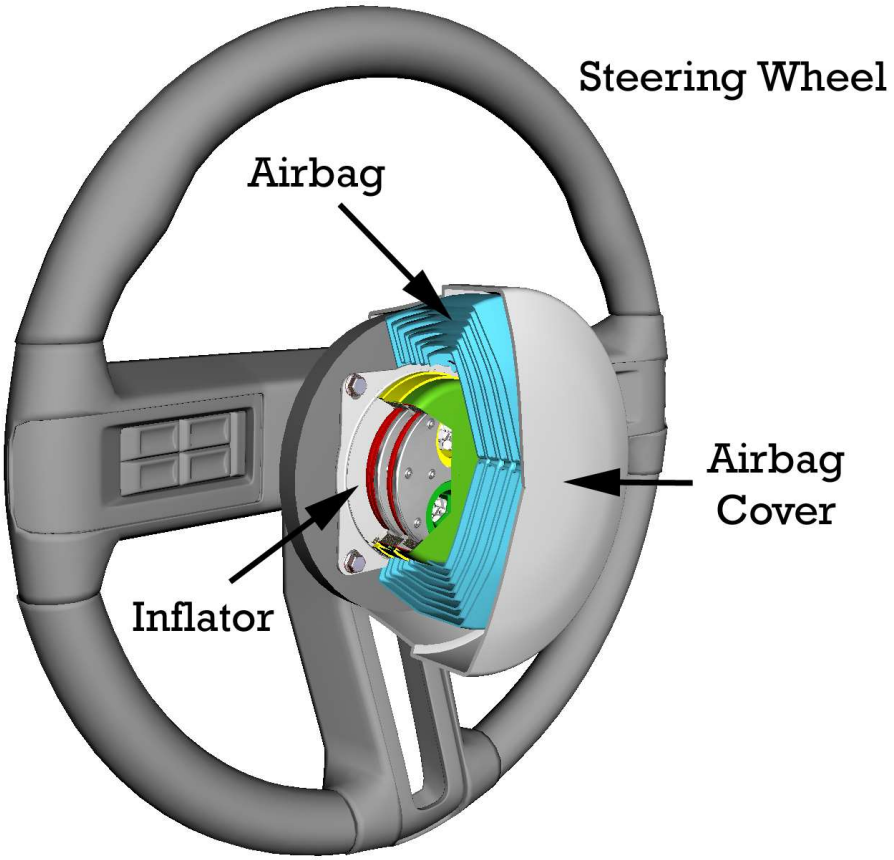
207. Takata manufactured, distributed, and sold Defective Airbags that can cause serious bodily injury or death; and intentionally concealed the foregoing from Plaintiffs, Class members, and federal regulators.

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

A. Takata Recklessly Chose An Inexpensive and Dangerous Propellant

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

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



210. 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.

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

212. Daily temperature swings are large enough for the ammonium nitrate to cycle through three of its five crystalline states, adding to its volatility. It also readily absorbs moisture from the atmosphere. The chemical's sensitivity to temperature and moisture cause it to break down over time, which in turn results in violent detonation. As one explosives expert bluntly

stated in *The New York Times*, ammonium nitrate "shouldn't be used in airbags," and is better suited to large demolitions in mining and construction.

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

214. 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."

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

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

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

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

219. 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.

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

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

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

> ballistic performance was so aggressive that the inflator ruptured due to extremely high internal pressures.

222. 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.

223. 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.

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

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

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

226. 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.

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

228. 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.

229. 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.

230. 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.

231. Yet handling problems at Takata facilities persisted: another manager urged employees to examine the propellant visible in a cross section of an airbag inflator, noting that

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

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

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

III. Takata Airbag Failures and Defendants' Inadequate Response

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

234. Honda was among the first automakers to use Takata's new airbags. Honda and Takata began discussing inflators with ammonium-nitrate propellant as early as 1998, and Honda first installed such inflators in its 2001 Model Year vehicles. Since then, Takata airbags containing the Inflator Defect have been installed in vehicles manufactured by at least ten automakers.

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

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

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

238. Yet, by this time, Takata was aware of the broad problems associated with its choice of the unstable and volatile ammonium nitrate as a propellant. As noted above, between 2001 and 2003, internal Takata reports titled "potential failures" showed that Takata struggled with at least 45 different inflator problems, and that, in 2002, the Monclova, Mexico plant recorded 60 to 80 defects for every million inflators shipped to automakers—six to eight times beyond Takata's own quality control limit.

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

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

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

242. The victims of the four Honda incidents—one in 2004 and three in 2007—brought legal claims against Honda, which the automaker settled on a strictly confidential basis. While Honda filed a standard report with U.S. safety regulators for each of these four incidents, its reports tellingly omitted the most critical detail of these incidents: the Defective Airbags posed a substantial risk of serious injury or death when deployed. In later submissions to NHTSA, Honda admitted that it had received still other complaints in this timeframe:

a. On July 25, 2008, Honda received an unidentified complaint related to Takata driver-side airbag ruptures.

b. On September 11, 2008, Honda received notice of a complaint regarding an "unusual" driver-side airbag deployment.

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

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

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

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

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

a. On April 27, 2009, six months after the limited 2008 recall, a Takata airbag in Jennifer Griffin's 2001 Honda Civic exploded after a minor accident in Orlando,

Florida. The explosion sent a two-inch piece of shrapnel from the Defective Airbag flying into Ms. Griffin's neck. Although Ms. Griffin survived, when highway troopers found her, she was bleeding from a severe gash in her neck. Ms. Griffin's car was not part of the 2008 Recall. Honda received notice of the incident no later than September 2009, and likely months earlier in July towards the beginning of its correspondence with NHTSA regarding the upcoming 2009 recall.

b. On May 28, 2009, 18-year-old Ashley Parham of Oklahoma was killed while driving a 2001 Honda Accord when the Takata airbag in her car exploded after her car bumped another car in a parking lot. While she apparently survived the collision itself, the metal shrapnel that shot out of the exploding Defective Airbag sliced open her carotid artery and she bled to death. Ms. Parham's car was not part of the 2008 Recall.

c. Another Takata airbag-related fatal incident took place in Virginia on June 9, 2009, and Honda ultimately settled a lawsuit brought by the decedent's family.

d. According to one of its submissions related to the upcoming 2009 Recall, Honda received three additional Takata airbag unusual deployment complaints on July 27, July 31, and August 31, 2009.

247. With incidents mounting, Takata and Honda revisited the issue yet again. In June 2009, Takata reported to Honda that the defective airbag components had been made at its factory in Moses Lake, Washington. At the time, Takata engineers claimed that between 2000 and 2002, a flaw in a machine that presses air bag explosives into wafers had made the explosives unstable. The Takata engineers further claimed that with the defective airbags, explosives in the metal inflator, which would normally burn down and produce the nitrogen gas to inflate the air

bag, instead burn aggressively and cause the inflator to burst, shooting hot fragments through the air bag's fabric.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

262. In both the Partial Response and the Full Response, Takata stated: "Takata has not provided any airbag inflators that are the same or substantially similar to the inflators in vehicles covered by Recalls 08V-593 [in 2008] and 09V-259 [in 2009] to any customers other than Honda.

The physical characteristics of the inflator housing used in the Honda vehicles subject to these recalls are unique to Honda." This statement would prove to be false.

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

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

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

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

266. Honda's and Takata's ongoing cover-up and ineffective recalls continued to cost lives. In December 2009, a 2001 Honda Accord driven by Gurjit Rathore, 33, hit a mail truck in Richmond, Virginia. Her air bag exploded, propelling shrapnel into her neck and chest, and she bled to death in front of her three children, according to a lawsuit filed by her family.

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

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

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

a. In April 2010, two months after the 2010 Recall, the Takata airbag in Kristy Williams's 2001 Honda Civic exploded while she was stopped at a traffic light in Morrow, Georgia, sending metal shards into her neck and causing profuse bleeding. She survived only because she applied pressure with her fingers to stem the arterial bleeding.

b. On November 8, 2010, Suetania Emmanuel of St. Croix, U.S. Virgin Islands was driving a 2002 Honda Civic when the Takata airbag exploded and sent shards of metal into her face and throat.

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

270. In April 2011, Honda filed a Part 573 Defect and Noncompliance report for 2,430 replacement service part airbag modules that might have been installed in vehicles covered by previous recall expansions ("2011 Recall"). Honda was unable to determine which vehicles contained the defective replacement parts, forcing it to recall all 833,277 vehicles that might have had the part installed.

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

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

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

274. In the meantime, Honda and Takata quietly continued their internal investigation into the Inflator Defect. According to Honda, an exploding airbag in Puerto Rico in October 2011 prompted Honda to ask permission from NHTSA to collect "healthy" airbag modules to see if "abnormal combustion was possible." The collection began on March 14, 2012, and by November 21, 2012, Honda in fact found that even its so-called "healthy" airbags could abnormally combust in certain conditions.

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

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

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

a. On April 20, 2011, an unidentified man was hurt in Puerto Rico when the Takata driver-side airbag ruptured in his 2001 Honda Accord LX. His attorney notified NHTSA on May 26, 2011.

b. On September 20, 2011, Eddie Rodriguez crashed his Honda Civic in Puerto Rico, deploying airbags that launched sharp pieces of metal toward him. Honda reached a confidential settlement with the driver in 2013.

c. On October 20, 2011, there was an alleged rupture of a passenger side airbag in Puerto Rico; Honda obtained the vehicle for analysis on February 3, 2012.

d. On December 4, 2011, Miranda Perez suffered left eye blindness due to a Defective Airbag rupture while driving her 2003 BMW M3 in Buffalo, New York.

e. On March 2, 2012, Angelina Sujata suffered chest injuries due to a Takata airbag rupture while driving her 2001 Honda Civic in Chapin, South Carolina.

f. On March 8, 2012, Sharonda Blowe of Jacksonville, Florida was severely injured while driving a 2001 Honda Accord when she was struck in the head by pieces of metal exploding out of a Defective Airbag. Ms. Blowe brought suit and reached a confidential settlement.

g. On September 2, 2012, Monique Roig suffered facial injuries due to a Defective Airbag rupture while riding in a 2001 Honda Civic in Miami-Dade County, Florida.

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

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

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

> A recreation of propellant production using the same methods as were used during 2001-2002 production periods indicated that it was possible for propellant produced during 2001-2002 to be manufactured out of specification without the manufacturing processes correctly identifying and removing the out of specification propellant. Separately, Honda was informed by the supplier of another potential concern related to airbag inflator production that could affect the performance of these airbag modules.

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

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

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

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

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

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

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

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

a. On August 5, 2013, Joseph Nasworthy of Jacksonville, Florida suffered severe lacerations to his eye and nose when the Takata airbag exploded upon deployment in his 2005 Honda Civic.

b. On September 1, 2013, Stephanie Erdman of Destin, Florida was driving a 2002 Honda Civic when she was hit in the eye by shards of metal that shot from the Takata airbag. Ms. Erdman filed suit and reached a confidential settlement.

c. Also in September 2013, when police got to the scene of a minor car accident in Alhambra, California, they thought the driver, Hai Ming Xu, had been shot in the face. In fact, he was killed by shrapnel exploding from the Takata airbag in his 2002 Acura TL that deployed when it hit the wall of a building. As *The New York Times* reported:

> The authorities have not determined a reason for the injuries, though his coroner's report cited tears in his airbag and facial trauma from a foreign object. And problems persist with Honda's reporting of potential defects.
>
> In at least four more recent suspected ruptures, including the one linked to [the California driver's] death, Honda has not filed a so-called early warning report with safety regulators, as is required in cases where there is a claim of defect that resulted in an injury or death, according to case lawyers and legal filings.

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

286. By 2014, the incident rate picked up even more dramatically, with over a dozen incidents involving injuries or fatalities in Nissan, Honda, Toyota, Chevy, and Mazda vehicles

taking place in a variety of regions in the country, from humid Puerto Rico to far drier Massachusetts and California. For example:

a. On February 19, 2014, a Takata passenger airbag ruptured and sprayed metal fragments at the passenger following a crash in a 2007 Chrysler 300.

b. On February 20, 2014, a Takata driver's side airbag in a 2003 Dodge Ram 1500 ruptured and ejected metal fragments following an accident. The driver suffered severe physical injury as a result.

c. On March 14, 2014, Susan Cosgrove of Fremont, California was injured in a low-speed accident while driving a 2013 Chevy Cruze. The Takata-related recall notice on her car arrived at her residence after the incident.

d. On May 29, 2014, Corey Burdick of Eustes, Florida was driving a 2001 Honda Civic when the airbag deployed and sent shards of metal into his eye.

e. In June 2014, a low-speed accident involving a 2005 Honda Accord in Los Angeles, California, caused the car's driver-side airbag to "detonate," sending hot metal and plastic shrapnel into the cabin.

287. With accidents proliferating, Takata met with NHTSA officials on May 20, 2014 to provide information about inflator ruptures not covered by previous recalls. At that meeting, Takata noted that "all six of the potentially-relevant rupture incidents had occurred in either Florida or Puerto Rico." The referenced incidents included both passenger and driver side airbags. This statement omitted one of the earliest incidents, Ms. Weaver's 2003 accident in Arizona, as well as later incidents in drier locales, as noted above.

288. On June 11, 2014, NHTSA's ODI published an ODI Resume for a preliminary evaluation of Investigation No. PE 14-016. That document stated that NHTSA was opening an

investigation "in order to collect all known facts from [Takata] and the vehicle manufacturers that it believes may have manufactured vehicles equipped with inflators produced during the same period as those that have demonstrated rupture events in the field."

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

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

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

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

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

> Chrysler Group has agreed, in principle, to honor a National Highway Traffic Safety Administration request to replace airbag inflators in certain vehicles registered in four U.S. regions… This is

> not a safety recall. Chrysler Group has not identified a defect. This is a field action conducted out of an abundance of caution.

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

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

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

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

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

b. On July 7, 2014, Claribel Nunez of Hialeah, Florida suffered severe wounds to her forehead from shrapnel that exploded out of a Takata airbag in her 2001 Honda Civic.

c. On July 22, 2014, Joshua Reliford suffered severe facial and brain injuries due to a Takata airbag rupture while driving his 2001 Honda Civic in McCraken County, Kentucky.

d. On July 28, 2014, Francisco Demarco died due to a Takata airbag rupture while riding in the passenger seat of a 2007 Honda Accord in Palm Beach County, Florida.

e. On August 17, 2014, a Takata airbag ruptured after an accident in a 2007 Ford Mustang, deploying with abrupt force and ejecting a metal fragment into the driver's leg. Ford was notified of the incident.

f. On October 2, 2014, Florida resident Hien Tran died, four days after her 2001 Honda Accord struck another car in Orlando and the Takata airbag exploded, sending shrapnel into her neck. The medical examiner stated that the shrapnel tore through the airbag, hitting Ms. Tran and causing "stab-type wounds" and cutting her trachea. Indeed, her death was initially investigated as a homicide by detectives. A week after she died, she received a letter in the mail from Honda urging her to get her car fixed because of faulty airbags that could explode.

g. On October 4, 2014, Devon Rideout suffered permanent loss of vision due to an alleged Takata airbag rupture while riding passenger in a 2001 BMW 330i in Chesapeake City, Virginia.

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

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

> The National Highway Traffic Safety Administration urges owners of certain Toyota, Honda, Mazda, BMW, Nissan, Mitsubishi, Subaru, Chrysler, Ford and General Motors vehicles to act immediately on recall notices to replace defective Takata airbags. Over seven million vehicles are involved in these recalls, which

> have occurred as far back as 18 months ago and as recently as Monday. The message comes with urgency, especially for owners of vehicles affected by regional recalls in the following areas: Florida, Puerto Rico, limited areas near the Gulf of Mexico in Texas, Alabama, Mississippi, Georgia, and Louisiana, as well as Guam, Saipan, American Samoa, Virgin Islands and Hawaii.

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

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

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

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

is clear they can no longer demonstrate that the region that was used before was appropriate for driver side airbags."

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

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

304. Having misrepresented and omitted the nature and scope of the Inflator Defect for over a decade, 10 vehicle manufacturers met in December 2014 to "sort out a way to understand the technical issues involved." Some defendants, including Volkswagen and Mercedes, were shockingly absent. A few months later, in March 2015, Honda announced an advertising campaign to promote the recall—a step it could and should have taken a decade ago. A few days later, Honda announced another 105,000 vehicles that needed to be recalled (Recall 15V-153), consisting of vehicles that should have been part of the 2014 recalls.

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

306. In response to public scrutiny and pressure from NHTSA and private plaintiffs, Defendants were forced to consult with external explosives and airbag specialists, and performed

additional testing on Takata's airbags. This testing confirmed what Defendants already knew: Takata's airbags containing ammonium nitrate were defective and prone to over-aggressive deployment and rupture.

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

308. Still, even Takata's defect admission is inaccurate and misleading, because the Inflator Defect is manifest in each of Takata's airbags containing ammonium nitrate. And shockingly, certain Vehicle Manufacturer Defendants continue to equip new vehicles with airbags containing ammonium nitrate, even after admitting that airbags containing ammonium nitrate as the primary propellant are prone to rupture, and thus create an unacceptable public safety hazard.

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

310. As a result of Takata's admission that its inflators are defective, the total number of recalled vehicles nationwide will exceed 40 million. While Takata has records tracking which

manufacturers it sold Defective Airbags to, it claims not to have records indicating which vehicles those Defective Airbags were installed in. The Vehicle Manufacturers possess those records, however, and are thus in the process of identifying which vehicles must be recalled based on Takata's DIRs and its corresponding admission that its airbags are defective.

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

a. On November 19, 2014, Racquel Hudson suffered extensive first and second degree burns due to a Takata airbag rupture while driving her 2004 Honda Odyssey in San Antonio, Texas.

b. On December 12, 2014, the driver-side airbag in a 2002 BMW 325 parked in the owner's driveway deployed with such energy that it melted and burned the dashboard and ceiling panel, created burn marks throughout the cabin, and shattered the front windshield.

c. On December 31, 2014, the Takata driver-side airbag in a 2008 Mazda 6 deployed following an accident, ejecting metal fragments that injured the driver's face.

d. On January 18, 2015, Carlos Soliswas killed in an accident in Houston, Texas, and a ruptured Takata airbag was the suspected cause.

e. On April 5, 2015, the Takata driver-side airbag in a 2005 Honda Accord ruptured, sending metal shards and shrapnel into the vehicle and severing 22-year old Kylan Langlinais's carotid artery; Honda's recall notice arrived two days after the crash, and Ms. Langlinais died from her injuries that same day.

312. In September 2015, NHTSA was forced to contact Volkswagen and Mercedes to seek information regarding their uses of Takata airbags. Consistent with Defendants' long pattern

of behavior, and despite the increasingly irrefutable evidence of the inherent, uniform defect in Takata's ammonium-nitrate inflators, Volkswagen wrote to NHTSA in February 2016, in an effort to push back against the inclusion in comprehensive recalls of its own defective vehicles. Eventually, in its Third Amended Coordinated Remedy Order, issued December 9, 2016, NHTSA expanded the recall to Volkswagen and Mercedes.

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

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

a. Takata airbags inadvertently deployed and caused windshields to crack, shatter, or break in a 2004 Mitsubishi Lancer on November 23, 2006, a 2003 Toyota Corolla

on May 3, 2010, a 2003 Toyota Matrix on August 17, 2010 (in addition to causing unusual smoke), and a 2003 Toyota Matrix on January 29, 2012 (in addition to damaging the dashboard).

b. Takata airbags inadvertently deployed and caused unusual smoke and heat in a 2003 Acura MDX on January 29, 2012, causing the driver skin burns, and a 2003 Toyota Corolla on March 17, 2014.

IV. The Vehicle Manufacturer Defendants Sold Their Vehicles As "Safe" and "Reliable"

315. At all relevant times, in advertisements and promotional materials, the Vehicle Manufacturer Defendants continuously maintained that their vehicles were safe and reliable and uniformly concealed the Inflator Defect. Plaintiffs, directly or indirectly, were exposed to these advertisements or promotional materials prior to purchasing or leasing Class Vehicles. The misleading statements about Class Vehicles' safety in Defendants' regulatory filings, advertisements, and promotional materials were material to decisions to purchase Class Vehicles.

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

a. **BMW**:

i. In 2005, BMW represented on its website: "Driver's and passenger's front airbag supplemental restraint system (SRS) with 'smart' dual-threshold, dual-stage deployment and sensor to help prevent unnecessary passenger's airbag deployment."

ii. In 2008 BMW represented on its website: "The driver and front passenger airbags provide effective protection for the head and upper-torso area, preventing contact with the steering wheel and dashboard. In a head-on collision, you have the best possible protection."

iii. In 2008 BMW represented on its website: "The principle behind the function of the front airbags for driver and passenger is very simple: in the event of an impact with a force greater than the safe threshold, the airbag sensors activate a substance that causes the airbags to instantly inflate. Within a fraction of a second, the airbags form a protective cushion over the steering wheel and dashboard, significantly reducing the risk of cranial and upper body injuries."

iv. In 2015, BMW represented on its website: "There is no end to our quest for the next innovation. And it's not just about greater power and more efficient performance. It's also about safety. We prepare our vehicles to expect the unexpected."

b. **New Chrysler:**

i. The 2009 Chrysler 300 brochure stated that: "[n]o one wants to test a vehicle's impact resistance, but 300 is ready, if it occurs…. Advanced multistage front air bags deploy in staged amounts, depending on impact severity, while available front seat-mounted side air bags with supplemental front and rear side-curtain air bags offer additional side-impact protection to front and rear outboard occupants."

ii. The 2011 Dodge Dakota brochure claimed that the: "Dakota heritage of protecting you and your passengers is uncompromising. In addition to the many safety and security features listed here, all 2011 Dakota models now feature supplemental side-curtain air bags as standard equipment and, of course, four-wheel ABS."

iii. The 2011 Jeep Wrangler brochure asserted that: "Wrangler's got your back, your sides, as well as your front end. Just as Wranglers are purpose-built for fun, they're also infused with advanced active and passive systems designed to help keep you safe and secure. At the forefront are the standard advanced multistage front air bags."

iv. The 2011 Chrysler 300 brochure included the slogan: "[t]his kind of safety gives you that kind of security." The brochure further advertised that: "advanced multistage front air bags, supplemental front-seat thorax side air bags, driver-knee air bag, and supplemental side-curtain air bags for front and rear outboard occupants are all standard."

v. A February 9, 2012 press release boasted that the 2012 Chrysler 300 and 2012 Dodge Charger had achieved 5-star safety ratings from NHTSA, and it boasted that the Chrysler 300 and Dodge Charger were named a "Top Safety Pick" by the Insurance Institute for Highway Safety. The press release further quoted the Senior Vice President-Engineering of Chrysler, who stated: "we're very pleased that both the 2012 Chrysler 300 and 2012 Dodge Charger have achieved the highest overall rating" and that: "both vehicles are robustly designed with a rigid structure to protect occupants and have numerous advanced safety features."

vi. The 2012 Dodge Charger brochure highlighted that the Charger was a 2011 Insurance for Highway Safety ("IHS") top safety pick. The brochure further stated that: "[s]afety and security are the driving principles behind every Dodge vehicle, including Charger" and that: "[a]dvanced multistage front air bags,

supplemental front-seat mounted pelvic-thorax side air bags, driver-side knee air bag, and supplemental side-curtain air bags for front and rear outboard occupants are all standard."

vii. Just prior to the New Chrysler field action in June of 2014, New Chrysler told the public that there was not a safety defect with its inflator. New Chrysler stated: "Chrysler Group has agreed, in principle, to honor a National Highway Traffic Safety Administration request to replace airbag inflators in certain vehicles registered in four U.S. regions… This is not a safety recall. Chrysler Group has not identified a defect. This is a field action conducted out of an abundance of caution."

viii. In 2017, New Chrysler's website listed its mission as: "To create the type of exciting, efficient, reliable, safe vehicles you expect and deserve."

ix. In 2017, New Chrysler described the design of the 2007–2017 Jeep Wrangler on Jeep's website as: "With an all-new frame, exterior and interior design, engine, safety and security and convenience features, the Jeep Wrangler was built on the successful, original Jeep Brand formula."

c. **GM Defendants:**

i. In its 2010 Annual Report, GM Parent proclaimed its products would "improve safety and enhance the overall driving experience for our customers."

ii. In an April 2010 video advertisement, GM Parent Chairman and CEO, Ed Whitacre, stated that New GM was "designing, building, and selling the best

cars in the world," and has "unmatched lifesaving technology" to keep customers safe.

iii. On November 10, 2010, New GM published a video that told consumers that New GM actually prevents any defects from reaching consumers. The video, titled "Andy Danko: The White Glove Quality Check," explains that there are "quality processes in the plant[s] that prevent any defects from getting out."

iv. New GM's brochure for the 2010 Chevy Avalanche called the truck a "Four-Wheel Bodyguard," in connection with its airbags, and an "all-encompassing approach to safety." This model is subject to the Inflator Defect recalls.

v. An August 29, 2011, advertisement on Defendants' website stated that "Chevrolet provides consumers with fuel-efficient, safe and reliable vehicles that deliver high quality, expressive design, spirited performance and value."

vi. The promotional brochure for New GM's 2011 Cadillac Escalade series noted: "Passenger safety is a primary consideration throughout the engineering process." It also advised potential customers that "[a] look beneath the beautiful exterior reveals a comprehensive approach to safety."

vii. Defendants published on their website a December 27, 2011, an interview with Gay Kent (General Motors Executive Director of Vehicle Safety and Crashworthiness), who stated, "[o]ur safety strategy is about providing continuous protection for our customers before, during and after a crash. . . . We design safety and crashworthiness into our vehicles very early in development." In the interview, Kent touted "GM's own internal requirements

for vehicle safety and crashworthiness, which go above and beyond federal requirements."

viii. An April 2012, New GM national advertising campaign slogan proclaimed: "Safety. Utility. Performance."

ix. In a July 10, 2012, news release, Chris Perry (Chevrolet Global Vice President of Marketing) stated, "[w]e think customers who have been driving competitive makes or even older Chevrolets will be very pleased by today's Chevrolet designs, easy-to-use technologies, comprehensive safety and the quality built into all of our cars, trucks and crossovers."

x. GM Parent's 2013 Annual Report asserts that "[n]othing is more important than the safety of our customers."

xi. During a presentation at the May 2014 North American Conference on Elderly Mobility, Gay Kent (General Motors Director of Global Vehicle Safety) stated that "[t]he safety of all our customers is our utmost concern."

xii. In December 2014, Defendants issued a news release touting the Insurance Institute for Highway Safety (IIHS)'s designation of four Chevrolet vehicle models as "Top Safety Picks," including some models subject to recalls due to the Inflator Defect.

xiii. In a February 2015 news release, Defendants advertised high rankings in a J.D. Power Vehicle Dependability Study for several models subject to the Inflator Defect recalls. The news release highlighted the GMC Sierra (which is subject to the Inflator Defect recalls) for becoming "the first full-size pickup to receive the highest-possible five-star Overall Vehicle Score for safety."

xiv. In 2017, Defendants' website stated: "Safety is always our priority. It's the main concern with each and every car we design and a driving principle of our company."

d. **Honda:**

i. In 2002, Honda represented on its website: "Having already earned top safety ratings with its quadruple five-star front- and side-impact crash test ratings, the 2002 Odyssey now offers the latest generation of airbag systems from Honda. Driver's and front passenger's dual stage airbags (SRS) along with driver's and front passenger's side airbags are now standard equipment on all models . . . . Both front airbags have a dual-stage inflator that can deploy the airbag at one of two rates depending on the severity of the crash . . . . The front passenger's side airbag has an automatic cutoff system that is designed to prevent side airbag deployment if a child (or small statured adult) leans into the side airbag deployment path. Once the child returns to an upright position, the side airbag will be able to deploy and provide protection in the event of a side impact . . . . Building on the standard anti-lock braking system (ABS), new standard rear disc brakes result in improved stopping performance with higher resistance to brake fade and a more responsive brake pedal feel. Amber rear turn signals have been added, which help other drivers differentiate the indicators with increased clarity."

ii. In 2002, Honda represented in a commercial: "5-stars of frontal collision tests . . . that's a safe car. Safe, get it through your head. To see what safe really means, take a look at a close look at the 2002 civic from Honda."

iii. In 2002, Honda represented in brochures: "Honda's commitment to safe driving is in evidence throughout every vehicle . . . . Every new vehicle comes with dual front airbags (SRS), most using a dual stage design... All designed to keep you and yours out of harm's way."

iv. In 2004, Honda represented in brochures: "A glance at the crash-test data posted by the U.S. government's National Highway Traffic Safety Administration reveals a galaxy of 5-star ratings for Honda cars and trucks. In fact, five of our models to date – Accord Coupe, Civic Coupe, CR-V, Odyssey and Pilot – have earned the highest NHTSA crash-test ratings in frontal and side impact testing . . . . It's a solid testament to our emphasis on safety."

v. In 2007, Honda represented on its website: "Through innovative original research, Honda has created advanced airbags that offer outstanding levels of occupant protection."

vi. In 2007, Honda also represented on its website: "Honda led the industry through advances such as driver and front passenger airbags with 'dual output inflators' that adjust the deployment force of the airbags to the severity of the crash."

vii. In 2007, Honda also represented on its website: "The Honda Accord is the first mid-size sedan to offer front, front-side and side curtain airbags as standard equipment. Accord earned a 5-star frontal impact rating from the U.S. government and a frontal 'Best Pick' from the Insurance Institute for Highway Safety (IIHS)."

viii. In 2007, Honda also represented on its website: "Every Honda and Acura vehicle begins with a basic structure designed to be fundamentally safe, but we add advanced technology as standard equipment that can help the driver maintain control of the vehicle."

ix. In 2015, Honda represented on its website: "Honda is committed to providing safety for everyone—that means crash protection not only for our own drivers and passengers, but also for the occupants of other vehicles, and injury mitigation for pedestrians." "As a leader, Honda looks beyond government regulations, studying real world situations to develop new safety technologies for everyone."

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

e. **Mazda**:

i. In 2004, Mazda represented in brochures that its cars possessed "inspiring performance" and "reassuring safety features."

ii. In 2005, Mazda represented on its website: "[I]n every configuration, you'll enjoy Mazda's legendary performance, function, style and safety."

iii. In 2015, Mazda represented on its website: "In the realm of safety, Mazda's aim is to achieve a safe and accident-free automotive society from the three

viewpoints of vehicles, people, and roads and infrastructure. Specifically, the Company carries out research and development into safety technologies based on the Mazda Proactive Safety philosophy, which particularly respects the driver, and has released vehicles featuring the full suite of Mazda's advanced safety technologies . . ."

f. **Mercedes**

i. In a May 15, 2013 Mercedes press release on the Mercedes website, Dr. Dieter Zetsche, Chairman of the Board of Management of Daimler AG and Head of Mercedes-Benz Cars said: "Rather than being about safety or aesthetics, power or efficiency, comfort or dynamism, our aspirations were 'the best or nothing' in every respect. No other car stands for the Mercedes-Benz brand promise more than the S-Class."

ii. In a June 18, 2014, Mercedes press release on the Mercedes website, Mercedes stated: "Hallmark Mercedes high level of safety- To make top-class safety available for everyone, the CLS-Class will in the future be fitted with a host of new assistance systems along with existing systems with upgraded functionality."

iii. In a March 22, 2016, Mercedes press release on the Mercedes website, Mercedes stated about its Coupe: "In keeping with the Mercedes-Benz tradition, the body forms the foundation for exemplary crash safety. A high-strength safety passenger compartment forms the core of this concept. It is surrounded by specially designed and crash-tested deformation zones, which ensure the best possible occupant safety. In addition to 3-point safety belts

with pyrotechnical and reversible belt tensioning and belt-force limitation for driver, front passenger and those in the outer rear seats, numerous airbags serve to protect the vehicle's occupants in an accident. These include combined thorax/pelvis side bags for driver and front passenger and an optimized window bag extending over both seat rows, optional side bags for the outer rear seats and a driver knee bag."

iv. In a September 1, 2015, press release on the Mercedes website, Prof. Dr. Thomas Weber, Member of the Daimler Board of Management responsible for Group Research and Head of Mercedes-Benz claimed that "[t]he S-Class sets the pace on the global market when it comes to safety, efficiency and comfort."

v. In a 2011 C-Class brochure, Mercedes touted its "legacy of safety innovation," promising "top-rated safety" that is "not just equipped with a list of safety features [but] engineered as an orchestrated system that is designed to make the most of the precious milliseconds it takes to avoid, or survive, a collision."

vi. In a 2011 M-Class brochure, Mercedes touted its "Five Star Safety." With respect to airbags in particular, the brochure promises "10-way air bag protection. . . eight air bags offer a total of 10 ways of protection."

vii. In a 2012 S-Class Brochure, Mercedes claimed that the "S-Class is engineered not merely to meet expectations, but to redefine every measure of how an automobile… can protect its occupants." The S-Class is "engineered with visionary safety advances."

g. **Nissan/Infiniti**:

i. In 2005, Nissan represented in brochures that its vehicles possessed "an entire set of safety features to help protect you from the unavoidable, including steel reinforcements, guard beams and advanced airbags that will help safeguard you and your passengers in the event of an accident."

ii. In 2015, Nissan represented on its website: "Nissan is committed to its position as a leader in the world of automotive safety. This dedication to comprehensive safety goes into the engineering and design of every vehicle we make . . . ."

h. **Subaru**:

i. In 2005, Subaru represented on its website: "Features like seatbelts with front pretensioners and force limiters, crumple zones, side-impact beams, front air bags and a Ring-Shaped Reinforcement Frame aid in minimizing the effects of a collision."

ii. In 2005, Subaru represented in its brochures: "THE SUBARU DRIVING EXPERIENCE EVOKES MANY EMOTIONS. Confidence should always be one of them. Which is why every Subaru is engineered according to the principles of 'Active Driving/Active Safety.'"

iii. In 2005, Subaru represented in its brochures: "Advanced front air bags, including passenger-side dual-stage deployment, help provide optimal protection for the driver and front passenger."

iv. In 2015, Subaru represented on its website: "Safety drives Subaru design."

i. **Toyota/Lexus**:

i. In 2002, Toyota represented on its website: "With safety features like dual front air bags, crumple zones and 3-point seatbelts in every seating position. So gather up all the hikers -- big and small -- and head out. Way out."

ii. In 2015, Toyota represented on its website: "For us, the journey towards a safe road never ends. This belief, along with our collaborative research efforts, drives us to create advancements and innovations in safety that have helped (and continue to help) prevent crashes and protect people."

j. **Volkswagen:**

i. Brochures, including those distributed at dealerships, which regularly touted its vehicles' standard and optional airbags.

ii. A 2008 Audi A4 brochure that touted its "IIHS top safety pick" designation, and asserts it is "not just safe for its size, [but] safe for any size."

iii. A 2012 Passat brochure that promised "passive safety features to help protect you and keep you safe," and that Volkswagen will "place safety at the top of our list."

iv. A 2010 Jetta brochure that touted its "IIHS top safety pick" designation, and its use of "the latest in safety technology," as well as its multiple airbags.

v. A 2010 VW CC brochure that touts the brand's industry-leading number of "IIHS top safety pick" designations, and "six standard airbags."

vi. A 2011 Audi A6 brochure that promises "all-encompassing safety," and highlights the vehicle's standard airbags.

vii. A 2012 Audi A3 brochure that states "we kind of have a thing for safety," and promises airbags as a standard feature.

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

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

A. Slow and Inadequate Recalls

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

319. 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.

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

321. 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.

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

323. New Chrysler stated that: "[t]o help control the proper allocation and inventory of parts, customer notifications are being prioritized by geography and make and model year of vehicle," meaning that many drivers will not receive notices for weeks or longer, as they continue to drive vehicles with potentially deadly airbags. Even to this day, certain New and Old Chrysler vehicles, such at the 2009 Chrysler Aspen, are only under recall if registered in certain geographic zones.

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

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

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

327. 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.

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

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

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

330. The GM Defendants have used their considerable clout within the U.S. auto industry to delay repairs of nearly all the GM vehicles that are currently under recall due to the Inflator Defect. In November 2016, GM Parent and New GM appealed to NHTSA to allow them to delay repairs on all 2.5 million vehicles recalled in May 2016, so that they could conduct more

tests on the Defective Airbags. When GM Parent and New GM recalled the additional 820,000 vehicles in January 2017, they requested that NHTSA allow repair of those vehicles to be deferred as well. Accordingly, GM Parent and New GM have asked to delay repair of approximately 90% of the vehicles that they have recalled due to the Inflator Defect. Undoubtedly, GM Parent and New GM will ask to defer recalls of the 630,000 vehicles subject to the most recent January 2018 DIRs as well, leaving even more vehicle occupants at risk.

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

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

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

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

C. Defective Replacement Airbags

335. Perhaps most alarming, the replacement components manufactured by Takata that the Vehicle Manufacturer Defendants are using to "repair" recalled Class Vehicles suffer from the same Inflator Defect that plagues the parts being removed: they use ammonium nitrate as the inflator's primary propellant. Indeed, Takata admitted in its submitted DIRs and at the June 2015 Congressional hearing that inflators installed in recalled vehicles as replacement parts are, in fact, defective and must be replaced yet again. And even recall notices issued in 2015 acknowledge that certain "replacement inflators are of the same design and materials as the inflators being replaced."

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

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

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

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

VI. Additional General Allegations Against Vehicle Manufacturer Defendants

A. Honda Allegations

340. No later than 1999, Takata provided Honda with the formula of the propellant within the Defective Airbags, disclosing that the propellant was made of ammonium nitrate. Honda's engineers were aware that ammonium nitrate was an unstable, volatile chemical.

341. In fact, no later than 1999, Honda's engineers were concerned enough about the stability of Takata's ammonium-nitrate propellant to request the results of an aging study measuring how heating the propellant for several thousand hours affected it.

342. Importantly, it was Honda that developed its own technical specifications that governed the environmental and durability testing of Takata's inflators and provided those specifications to Takata to implement. Honda's specifications detailed which tests to perform and the technical aspects of each, such as what temperatures to use and how many cycles to complete. Indeed, at all relevant times, Honda ultimately exercised control over the design and manufacturing of Takata's Defective Airbags.

343. Honda's specifications were woefully inadequate. For example, Honda provided specifications for high temperature testing, but the specification failed to account for the real world environmental exposures that the inflators would undergo. In addition, Honda only required that Takata conduct 48 cycles of heat shock testing, a number that Honda knew or should have known was insufficient to provide meaningful data about ballistic changes in the propellant and inconsistent with industry standards. A publically available Takata patent from 2006 reveals that it takes at least 50 thermal cycles to identify ballistic changes. Honda was also explicitly shown that competitors like Autoliv tested ammonium nitrate at 1200 cycles, and under such conditions, ammonium nitrate degraded to such an extent that it would burn uncontrollably and thereby cause an airbag rupture. Yet Honda never changed its testing specifications, and directed Takata to test Honda inflators under the minimum threshold in order to avoid negative results.

344. Approximately one year before it sold vehicles to the unsuspecting public with Takata's Defective Airbags, Honda actually experienced, firsthand, the danger posed by Takata's inflators. On October 16, 1999, at Honda's testing facilities in Japan, Honda and Takata deployed an airbag module containing a P-SDI inflator at room temperature. The P-SDI inflator, however, ruptured, scattering metal shrapnel more than 20 feet from the deployment point. The rupture was so startling that one engineer complained of pressure in his chest and coughing for at least two days after the test, and another engineer complained of an earache caused by the noise of the rupture.

345. Takata prepared a report on the October 16, 1999 rupture, blaming it on a manufacturing error, but at least one experienced Honda engineer did not believe that Takata's analysis adequately explained the rupture and, as a result, lost trust in Takata, a view he communicated to other engineers at Honda at that time and subsequently.

346. Between the October 16, 1999 rupture and February 2000, Takata's and Honda's engineers met on numerous occasions to discuss the design of Takata's inflators and propellant. At this time, Takata recommended using a "shark fin" shaped propellant, as Takata's engineers were concerned that an alternative design, the "batwing" shape, may be manufactured with inconsistent density and may crack, which could lead to over-pressurization within the inflator. Nonetheless, Honda directed Takata to use the "batwing" shape for the propellant. Honda rushed the design and production of Takata's inflators in order to maintain its own production schedules, as Honda would not have been able to sell its vehicles in the United States at this time if they did not contain airbags.

347. In mid-January 2000, Honda witnessed yet another rupture during testing of a P-SDI. This rupture, like the first, was a very significant event, as Honda's engineers have not been able to recall any other instances in which inflators manufactured by a company other than Takata have ruptured during testing. Despite two ruptures before the start of mass production—highly unusual and alarming events—occurring within three months, Honda disregarded its concerns about the safety and stability of Takata's airbags because of their "inexpensiveness."

348. Even after the first Takata inflators were installed in Honda vehicles, which were then sold to Class Members, Honda's engineers remained extensively involved in the testing, design, and manufacturing of Takata's inflators, conducting regular site visits and Quality Assurance Visits and reviewing test data. Whenever Honda would recommend action items or changes to manufacturing processes, Takata would implement them.

349. In 2003, Autoliv, another Honda airbag supplier, filed a patent that was publically available to Honda that further confirmed the impracticality and danger in using ammonium nitrate as a propellant in airbags, including ammonium nitrate's high sensitivity to pressure and phase

changes, which can strongly affect the burn rate of the propellant. The patent also described the impact of even small fluctuations in humidity and that it was impractical or unrealistic to sufficiently control humidity in the mass production of ammonium-nitrate propellant.

350. In May 2004, Honda was notified of the first field rupture in a Honda vehicle, involving a 2002 Honda Accord in Alabama. In that event, the driver, Latasha Hatchett, was sliced across the face by a piece of shrapnel from her airbag. Honda did not disclose the event to Takata for at least several months. No remedial action was taken by Honda and the incident was written off as an "anomaly."

351. Honda recognized in 2005 that it had received test results from Takata concerning the PSDI5 inflator that did not match other data that Honda had received, as an engineer noticed that a document provided by Takata "differs from the document that [Honda] has."

352. A 2005 Honda email reports that Honda and Takata engineers in Japan agreed to hold a meeting about inflators that would "be 'secret' to the American associate(s)" in order to "make it an honest talk," and agreed to discuss "material that is modified to an innocuous version" that "delete[d]" certain data. Indeed, numerous documents containing the minutes of meetings between Honda and Takata engineers note that certain topics could not be recorded in the meeting minutes due to their sensitivity or to maintain secrecy.

353. In 2006, Takata's airbag inflator plant in Monclova, Mexico, experienced a massive explosion fueled by the ammonium nitrate used in the inflators Honda was installing in its vehicles, destroying a portion of the Takata factory. Honda was aware of this explosion, and in fact, it delayed PV testing of Takata inflators bound for Honda's vehicles.

354. In November 2007, after several more field ruptures seriously injured vehicle occupants, Takata prepared a presentation for Honda to discuss potential causes of field ruptures.

Takata reported to Honda that "the inflator demonstrated increased aggressiveness with increasing moisture and increasing exposure times," and that "the highest moisture test showed a significant trend toward aggressiveness." Even with this knowledge, Honda neither suspended the use of Takata inflators nor disclosed these risks to consumers and regulators. Honda executives claimed that there was "no hurry" to further investigate the problem.

355. In May 2009, following the horrific death of Ashley Parham, an 18-year-old girl in Oklahoma, who had her throat sliced open by metal fragments following a minor accident in her high school parking lot and bled to death with her younger brother beside her in the passenger seat, Honda expressed that "we cannot leave the matter to Takata any longer," because they have already been working on the matter for three years without resolution. Honda's CEO in 2015, Takanobu Ito, would echo this statement publicly, conceding that Honda had been "growing at a pace and scale beyond our means" and that the Inflator Defect ultimately was an "automobile" issue.

356. Also in 2009, senior Honda engineers met with Autoliv, a Takata competitor, which made a presentation to Honda warning of the "disadvantages of ammonium nitrate," including "phase changes," which Autoliv reported could result in "volume changes" and "density changes." These volume and density changes were precisely the reasons that the inflators were exploding—with these changes, the propellant would no longer burn consistently but instead would burn uncontrollably creating greatly increased pressure resulting in the explosion of the airbag assembly. Autoliv also offered to supply Honda with inflators.

357. By the end of 2009, Honda was aware that inflators in at least 14 of its vehicles had ruptured in the field, maiming or killing the vehicles' occupants. Armed with this information on how deadly its inflators were, Honda nonetheless continued to equip its vehicles with Takata's Defective Airbags.

358. Knowing that its customers were being killed or injured by these exploding airbags, instead of using Autoliv—who had been a dual supplier of airbags for the same Honda models from approximately 2002 to 2006—Honda moved forward with Takata and, knowing that more airbags would explode in the future if they kept using these Defective Airbags, Honda secretly requested a design change "so that an inflator container or metal part that is part of it does not fly towards the passengers even if the pressure inside the inflator rises abnormally."

359. At the same time, Honda knew that the Inflator Defect would need to be concealed. Indeed, Honda engineers were "afraid what answers will come out" if a third party investigated Honda's use of ammonium nitrate, since it is a "material that has a crystallization change and is difficult to stabilize."

360. By 2010, after 14 confirmed field ruptures, Honda employees, including the Senior Vice President of Parts and Service, suggested that climactic conditions including moisture and high ambient temperatures should be taken into account for the purpose of prioritizing recalls because of the apparent connection between these factors and the field ruptures. Yet Honda continued to purchase and use Takata's inflators and refused to dramatically expand its recalls.

361. Meanwhile, in 2009 and 2010, high-level members of a Honda engineering team investigating the Inflator Defect were voicing their distrust for Takata, and in particular, Takata's Japanese employees. Honda's engineers referred to Takata as a "shady company," and noted that "Takata's Japanese people are not to be trusted." Honda urged Takata "to tell the truth." Honda employees noted that their "distrust only grows" in Takata. Rather than switch suppliers, Honda continued to purchase and use Takata's Defective Airbags for at least another six years.

362. This is despite Autoliv informing Honda during the same timeframe that it could provide inflators *without* ammonium nitrate that were physically identical to the inflators being

supplied by Takata so that no other changes would be needed to the airbag assembly. Honda nonetheless chose to continue using Takata's defective ammonium-nitrate inflators that were seriously injuring and killing its passengers even though Honda claimed it had no idea what the root cause of the defect was, especially after shifting explanations from Takata.

363. Honda's employees also conceded Honda's culpability for future incidents injuring or killing vehicle occupants. Specifically, a high-level Honda engineer noted that "[i]f a worst case incident were to occur in the field, it will be highly regrettable. If the same mistake is made twice, it will be worse than just being a fool. . . . If it happens twice, it will be a ***negligent homicide***" (emphasis added).

364. Despite the concession that future incidents would amount to negligent homicide, Honda's Prevention Reoccurrence Committee made the decision to "not get involved with propellant issue but proceed at maker's [i.e., Takata's] responsibility." Thus, as early as 2010, Honda made the decision to push the blame onto Takata rather than take action to avoid injuring or killing its customers. Honda even expressed an unwillingness to accept comments to its specifications because of the fear that "HGT will be liable."

365. In 2012, Honda understood that none of the other airbag companies appeared to have similar problems to Takata, and that "this propellant has a unique problem (meaning other than production)." By the end of 2012, Honda was aware that inflators in at least 35 of its vehicles had ruptured in the field, maiming or killing the vehicles' occupants. Yet Honda continued to equip its vehicles with Takata's airbags for another four years.

366. In 2012, senior Honda executives had a "sense[] of distrust and crisis toward Takata." Honda also recognized that Takata was lying to it about the incidents of ruptures and expressed the belief that it should "stop using not only their 2004 [Ammonium Nitrate] propellant

but also completely stop all business transactions with such an untrustworthy company." But it refused to do so until 2016.

367. Honda engineers in 2012 attributed ruptures to the use of Takata's 2004 propellant and were shocked to hear it was still being used in new model cars. They warned Honda to "consider changing [the propellant] for the 2014 model all together or making a running change in the middle of next year." But Honda refused to do so until 2016

368. Indeed, Honda was aware of at least 113 confirmed ruptures by the end of 2015, all before it stopped equipping its vehicles with Takata's Defective Airbags.

B. New Chrysler Allegations

(i) New Chrysler's Inherited Knowledge

369. As a result of the extensive literature detailing the problems with using ammonium nitrate as well as Old Chrysler's intimate involvement in developing specifications and testing standards for the problematic ammonium nitrate inflators, Old Chrysler had long been aware of the problems associated with the use of ammonium nitrate in Takata's airbags.

370. In 1992, Old Chrysler, along with Ford and General Motors, founded the United States Council for Automotive Research ("USCAR"). Thereafter, these three U.S. automakers began collaborating on the USCAR specifications for airbag inflators. These specifications included requirements for testing related to the use of ammonium nitrate as a propellant in airbag inflators. These USCAR specifications recognized that inflators using ammonium nitrate were particularly problematic and required additional testing:

> **Propellant Stability**. Ammonium Nitrate containing propellants shall be required to undergo added stability evaluation for propellant strength and burn rate stability as agreed to by the Responsible Vehicle Engineering Organization.

This required additional testing was based upon the well-known problems with ammonium nitrate losing stability when exposed to moisture and thermal cycling.

371. In fact, the *New York Times* has reported that, in the late 1990s, Autoliv, another company that supplied airbags to Old Chrysler, had its scientists study the Takata airbag, and they learned that it utilized the dangerously volatile compound, ammonium nitrate.

372. According to the *New York Times*, Robert Taylor, Autoliv's head chemist at the time, analyzed every facet of the Takata airbag, including the ammonium-nitrate propellant. The takeaway, Taylor said, was that when the airbag was detonated, "the gas generated so fast, it blows the inflator to bits." Chris Hock, a former member of Mr. Taylor's team, said a mock ammonium-nitrate inflator test "totally destroyed the fixture" and "turned it into shrapnel." Upon information and belief, these findings were shared with Old Chrysler and subsequently passed on to New Chrysler.

373. Despite being presented with deviation requests and test results from Takata showing that the ammonium-nitrate inflators did not meet the USCAR specifications, New Chrysler engineers continued to approve the use of ammonium nitrate inflators. This occurred as early as 2004 and continued after the Chrysler 363 Sale.

374. New Chrysler did not issue its first official recall until 2014, despite an abundance of public information regarding the dangers associated with Takata airbags using ammonium nitrate, and New Chrysler's own issues and concerns that it has had with these airbags since implementation.

375. For example, a Takata ammonium-nitrate inflator experienced catastrophic failure during testing, when the structural integrity of the inflator failed upon auto ignition in 2000.

376. During the early 2000s, Old Chrysler's Product Engineers expressed concerns as to the integrity of the Takata ammonium-nitrate inflator module during and post deployment.

377. Old Chrysler was also aware, in the early 2000s, that the Takata ammonium-nitrate PSDI-4 inflator did not meet the tank curve targets for its USCAR delta process validation ("PV") tests, and that this out-of-spec performance had a high probability of contributing to issues Old Chrysler had already experienced in previous PV testing.

378. Furthermore, Old Chrysler had concerns about the ballistic performance of the Takata ammonium-nitrate inflators at an early stage. Old Chrysler did not want to allow a Production Part Approval Process ("PPAP") to be based on the limits proposed by Takata's research entity, Inflation Systems, Inc. ("ISI"). In 2006, Takata was concerned that it would be unable to support the program timing for Chrysler's PSDI -5 driver side airbag due to Takata's inability to mitigate flaming issues, which released molten propellant from the inflator

379. By 2007, on information and belief, Old Chrysler was also made aware of the Takata ammonium-nitrate inflator's tendency to exhibit "anomaly activity," "ballistic shift," and "aggressive behavior."

380. At the same time, the long-standing problems associated with ammonium nitrate and its phase stabilized counterpart continued to be publicly disclosed.

381. The use of an additive designed to address ammonium nitrate's hygroscopic nature (i.e., 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.

382. In April 2009, Old Chrysler filed for bankruptcy. On June 1, 2009, under Section 363 of the U.S. Bankruptcy Code, the United States Bankruptcy Court for the Southern District of

New York approved the sale of substantially all of Old Chrysler's assets pursuant to the Chrysler Sale Agreement, and New Chrysler acquired substantially all of Old Chrysler's books, records, and personnel. When New Chrysler acquired Old Chrysler's books, records, and personnel, it acquired the knowledge of the Inflator Defect that those books, records, and personnel held.

(ii) New Chrysler's Acquisition of Additional Post-Sale Knowledge

383. In addition to the knowledge of the Inflator Defect that New Chrysler inherited from Old Chrysler, New Chrysler independently knew or should have known of the Inflator Defect almost immediately after the closing of the Chrysler 363 Sale. Thereafter, New Chrysler, carrying with it the same knowledge about the Takata Inflator Defect as Old Chrysler, sold and leased vehicles to consumers that contained deadly Takata airbags and misrepresented the safety of and/or concealed materials facts concerning the Inflator Defect in both New and Old Chrysler vehicles containing the defective airbags.

384. In the summer of 2009, Honda initiated its first significant recall of Takata airbags in the United States, recalling approximately 440,000 vehicles as a result of numerous deaths and injuries caused by the Inflator Defect. Knowing that New Chrysler used the same Takata airbags in its own vehicles that likewise contained the same ammonium-nitrate propellant, New Chrysler did nothing to inform consumers or initiate a recall. Instead, New Chrysler ordered a million more ammonium-nitrate inflators from Takata.

385. In October of 2010, an inflator rupture occurred during PV testing for New Chrysler at Takata's Monclova facility.

386. In October of 2011, a Chrysler vehicle experienced an inadvertent airbag deployment during vehicle repair at a New Chrysler plant. The repairman noted a hissing sound during deployment and noted that the connectors had melted.

387. In April of 2013, New Chrysler was made aware that Takata's SDI-X ammonium-nitrate inflator did not meet the slope testing standards during PV testing, but New Chrysler granted deviations and approved the inflator for Chrysler production.

388. On June 20, 2013, there was an issue with a New Chrysler inflator deployment during testing at Takata's laboratory. New Chrysler was made aware of the issue during a July 2013 visit to Takata's Monclova facility.

389. On September 7, 2013, a PSDI-4 inflator in a Chrysler vehicle ruptured in the field, injuring the vehicle occupant.

390. By 2013, NHTSA began to force Takata and the auto industry into action. In April and May 2013 alone, approximately 4 million vehicles were recalled by ten automotive manufacturers as a result of the Inflator Defect. During that same period of time, employees at New Chrysler were communicating with other automakers about the root cause of the Takata airbag ruptures and recalls. For example, in an e-mail to New Chrysler and Ford, General Motors' head of inflator technology said the explanation for the recall given by a Honda spokesperson in April 2013—that the problem stemmed from human errors during production—was "Bull S%$t," and he expressed his view that the Takata defect "has to be a core design issue or process issue, not a 'mistake.'"

391. Over the past 15 years, worldwide, there have been at least 22 deaths and hundreds of serious injuries linked to defective Takata airbags in a myriad of vehicles made by various automotive manufacturers, including New Chrysler. Though New Chrysler was aware of these incidents, as well as problems with its own airbag inflators, it continued to equip its vehicles with Takata ammonium-nitrate airbags, maintain publicly that they were safe, and conceal the nature and existence of the Inflator Defect.

392. New Chrysler knew or should have known that the Takata airbags installed in millions of vehicles were defective and potentially deadly. New Chrysler, who 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, New Chrysler 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.

C. GM Defendants Allegations

(i) GM Defendants' Inherited Knowledge

393. Old GM had knowledge of the Inflator Defect before it purchased a single airbag from Takata. According to the *New York Times*, in the late 1990s, Takata, then a little-known Japanese supplier, contacted Old GM and offered to supply Old GM with a much cheaper automotive airbag. Leo Knowlden of Old GM was told by Takata that its "2004 propellant" contained ammonium nitrate and was even handed copies of Takata's patent documents, which explicitly highlighted the stabilization problems of ammonium nitrate. Nonetheless, attracted to Takata's lower prices, Old GM turned to its existing airbag supplier—the Swedish-American company Autoliv—and asked it to match Takata's cheaper design or risk losing the automaker's business. When Autoliv's scientists studied the Takata airbag, they learned that it utilized the dangerously volatile compound, ammonium nitrate.

394. Robert Taylor, Autoliv's head chemist at the time, analyzed every facet of the Takata airbag, including the propellant, ammonium nitrate. The takeaway, he said, was that when the airbag was detonated, "the gas generated so fast, it blows the inflator to bits." Chris Hock, a

former member of Mr. Taylor's team, said a mock ammonium nitrate inflator test "totally destroyed the fixture" and "turned it into shrapnel."

395. The former Autoliv scientists considered their verdict against the use of ammonium nitrate irrefutable and alerted Old GM to the dangers of equipping its vehicles with Takata's airbags. According to Mr. Taylor, no later than 1999, Autoliv specifically told Old GM, "[n]o, we can't do it, we're not going to use [ammonium nitrate]." Upon information and belief, Rita Kauppi, Old GM's Global Commodity Manager for Airbags, who stayed on with New GM after the 363 Sale, was involved in these discussions. Mr. Taylor and Mr. Hock stated that Autoliv was so concerned about the use of ammonium nitrate, that it likewise warned other manufacturers of the dangers of using Takata's airbag.

396. Old GM began equipping its vehicles with Takata's airbags in the early 2000s, in the face of Autoliv's warning about ammonium nitrate.

397. The proof of the Inflator Defect did not end there. Beginning in the early 2000s, Old GM closely reviewed proposed airbag designs from Takata, and employed extensive design and product validation processes, before approving them for us in its vehicles. Old GM also regularly audited and reviewed Takata's manufacturing processes, including with site visits of Takata's facilities. The results of Old GM's review of the Takata inflator were troubling to say the least.

398. According to internal Takata documents, Old GM expressed concern to Takata about the inflator's "ballistic variability," which refers to the inflator's tendency to underinflate (causing the airbag to fail to deploy) or overinflate (causing dangerously aggressive deployments or explosions). As early as April 2003, Old GM communicated to Takata that "GM [was] very concerned about the variability of [Takata's inflator] products." In order to discuss these concerns,

Old GM employees, including Tony Popovski (Old GM's Global Purchasing Manager for Airbags who stayed on with New GM after the 363 Sale), visited Takata's Moses Lake facility. During the visit, Bob Bowser, an Old GM engineer, voiced numerous concerns about Takata's inadequate ballistic testing, moisture control issues, and inability to meet inflator specifications. Bowser repeated these concerns in a memorandum, which was received by Popovski, Rita Kauppi (Global Commodity Manager for Airbags), and Leo Knowlden (Lead Engineer for Inflators)—all three of whom stayed on with New GM after the 363 Sale.

399. In September 2004, Takata representatives met with Knowlden, Old GM's principal on inflator technology, to discuss Old GM's concern over the inflator's dangerous "ballistic shift," and tendency to "flame" in instances of airbag rupture. At the meeting, Knowlden openly "question[ed] the ability of inflator products from Takata to meet specifications that most other suppliers [had] met 'years ago.'"

400. There is no indication that Takata ever solved these issues. In March 2006, Takata inflators being tested for GM vehicles continued to show "aggressive behavior." In May 2006, Takata representatives met with Knowlden to discuss the status of inflator development for GM vehicles. In tests conducted just a few weeks before, "molten propellant" escaped the airbag, and a Takata employee admitted "we cannot get good results" with the inflator design. At the meeting, Knowlden told Takata that "GM is more than ever sensitiv[e] to inflator flaming due to [air]bag ruptures and associated conditions."

401. Indeed, ruptures occurred in Takata's airbags made for Old GM before the airbags could even be installed in Old GM's vehicles. In July 2008, an "energetic disassembly" of a Takata inflator was detected during testing of an airbag inflator made for Old GM at Takata's Freiberg facility. Energetic disassembly is a euphemism for an explosion of the inflator that causes the

inflator to break apart and fire metal particulate out of the airbag. As a result of this incident, Old GM issued a limited recall in Europe only.

402. In May 2009, another energetic disassembly of a Takata inflator made for Old GM at Takata's Monclova facility was detected and reported to Old GM.

403. In June 2009, Old GM filed for bankruptcy. On July 5, 2009, under Section 363 of the U.S. Bankruptcy Code, the United States Bankruptcy Court for the Southern District of New York approved the sale of substantially all of Old GM's assets pursuant to a Master Sale and Purchase Agreement ("GM Sale Agreement"). The GM Sale Agreement officially closed on July 10, 2009, by which New GM acquired substantially all of Old GM's books, records, and personnel, including Rita Kauppi (Global Commodity Manager for Airbags), Leo Knowlden (Lead Engineer for Inflators), and Tony Popovski (Global Purchasing Manager for Airbags). New GM then transferred some of these assets to GM Holdings. The GM Defendants thereby acquired the knowledge of the Inflator Defect that those books, records, and personnel held.

(ii) GM Defendants' Acquisition of Additional Post-Sale Knowledge

404. In addition to the knowledge of the Inflator Defect inherited from Old GM through acquired books, records, and personnel, the GM Defendants independently knew, or should have known, of the Inflator Defect almost immediately after the closing of the GM 363 Sale.

405. In the summer of 2009, Honda initiated its first recall of Takata airbags in the United States, in the wake of the death of a driver of a 2001 Honda Accord. Given that GM vehicles used Takata airbags containing the same ammonium-nitrate propellant, in August 2009, Leo Knowlden, now New GM's head of inflator technology, expressed concern to Takata about "AN [ammonium nitrate] propellant stability." However, the GM Defendants ultimately did nothing about it, and New GM instead ordered a million more inflators from Takata.

406. On March 11, 2010, an energetic disassembly of a Takata inflator made for New GM at Takata's Monclova facility, was detected during standard lot acceptance testing. In its failure mode analysis, Takata reported to New GM that the inflator suffered from a "body rupture" caused by the propellant.

407. On March 19, 2010, another energetic disassembly of a Takata inflator, made for New GM at Takata's Monclova facility, was detected during production validation testing. In its failure mode analysis, Takata again reported to New GM that the inflator suffered from a "body rupture" caused by the propellant.

408. On April 17, 2010, yet another energetic disassembly of a Takata inflator made for New GM at Takata's Monclova facility was detected during lot acceptance testing. Takata yet again told New GM that the inflator suffered from a "body rupture" caused by the propellant.

409. Despite three separate instances of energetic disassembly detected in inflators made for New GM, occurring within a 36-day span, the GM Defendants did nothing to meaningfully investigate the problem, notify the appropriate regulators, or notify the Class.

410. Signs that these ruptures were beginning to occur in the field emerged no later than 2011. In February 2011, New GM reported to Takata that a driver in a GM vehicle claimed his thighs were burned when a Takata airbag deployed and expelled searing hot inflator gases into the cabin.

411. In February 2012, Takata noted "several non-conformances" in a New GM inflator "due to high performing ballistics." Takata reported the incident to New GM but blamed the problem on a supplier. The GM Defendants took no meaningful action in response.

412. On May 9, 2014, Takata informed New GM of a "field event with a ruptured inflator," involving a 2013 Chevrolet Cruze vehicle. The GM Defendants and Takata were already

aware of a previous incident in October 2013, when a Takata airbag exploded in another 2013 Chevy Cruze, leaving the driver completely blind in one eye. Rather than publicize the truth, both Takata and New GM blamed the ruptures on a manufacturing problem. Indeed, Knowlden demanded that Takata "put the story together that may potentially limit the scope" of a recall, rather than disclose the Inflator Defect to ensure the safety of drivers and passengers in New and Old GM vehicles. Takata abided, and on June 26, 2014, GM Parent and New GM issued only a limited recall for approximately 29,000 2013-2014 Chevrolet Cruze vehicles. The GM Defendants' spokesperson, Jim Cain, denied any connection to the ever-increasing Takata airbag recalls by other vehicle manufacturers, stating that "[t]heirs is a chemistry issue, and ours is a mechanical issue." Thus, the GM Defendants misrepresented the cause and scope of the problem and omitted information they knew about the defective Takata airbags in other New and Old GM vehicles.

413. As a matter of fact, Knowlden, the man charged with approving Takata's airbag for Old GM and New GM, also happened to be an ex-Takata employee who was known by Takata as a "pro-Takata products guy." With Mr. Knowlden at the helm, Takata did not "expect any issues" from GM (Old or New), no matter how many problems with the Takata airbag Old GM or New GM encountered.

414. Notably, this is not the first instance in which Defendants have engaged in fraudulent conduct to sell vehicles. On September 17, 2015, New GM was charged with one count of engaging in a scheme to conceal material facts from NHTSA and one count of wire fraud, and entered into a deferred prosecution agreement, in which it admitted that it failed to disclose a safety defect to NHTSA and misled U.S. consumers about the same defect and agreed to a $900 million forfeiture.

415. With pro-Takata Leo Knowlden in charge of inflator technology, Defendants kept mum, even as the pace of recalls increased exponentially as NHTSA began to force Takata and the auto industry into action. As millions of vehicles were recalled by other auto manufacturers as a result of the Inflator Defect, employees at New GM were communicating with other automakers about the true root cause of the airbag ruptures and recalls. For example, in an e-mail to Ford and Chrysler, Knowlden said that the explanation for the recall given by a Honda spokesperson in April 2013—that the problem stemmed from human errors during production—was "Bull S%$t," and expressed his view that the Takata defect "has to be a core design issue or process issue, not a 'mistake.'" Yet, GM Parent and New GM did not recall any vehicles beyond the limited number of Chevrolet Cruze models, withholding vital information from occupants of other New and Old GM vehicles on the road.

416. In late 2014, while other automakers agreed to NHTSA's demand for an expanded, nationwide recall, GM Parent and New GM did not recall any additional vehicles, despite their knowledge that the Class Vehicles contained the Defective Inflators that had by this point caused numerous injuries and deaths.

417. As a result of Takata's May 18, 2015 DIR which admits that its inflators are defective, GM Parent and New GM had no choice but to issue recalls in 2015. However, they continued to minimize the problem, recalling only certain 2007-2008 Chevrolet Silverado HD and GMC Sierra HD models (approximately 330,000 total vehicles)—falsely representing that other GM-branded vehicles were safe, and omitting information about the deadly Takata airbags they contained.

418. In May 2015, New GM also began administering recalls for 2003-2010 Pontiac Vibe, and 2005-2006 Saab 9-2x models, which were issued by GM's manufacturing partners, Toyota and Subaru, respectively.

419. In October 2015, New GM Parent and New GM recalled side-mounted Takata airbag modules in a mere 395 total vehicles,[4] due to potential under- and over-inflation, but claimed they did not know the cause of the problem and refused to admit any connection with the tens of millions of inflators that had now been recalled due to the Inflator Defect.

420. Then, in February 2016, New GM Parent and New GM issued a recall for 2006-2011 Saab 9-3, 2006-2009 Saab 9-5, and 2008-2009 Saturn Astra models (approximately 180,000 vehicles total).

421. The GM Defendants, however, continued to deny the scope of the Inflator Defect, and misrepresent other GM models as safe until May 2016, when Takata issued additional DIRs implicating more GM models. In response, New GM Parent and New GM were forced to issue recalls for 2007-2011 Chevrolet Avalanche, Escalade, Escalade ESV, Escalade EXT, Sierra LD, Silverado LD, Suburban, Tahoe, Yukon, and Yukon XL vehicles; and expand the recall of Sierra HD and Silverado HD vehicles to encompass 2009-2011 models—approximately 2.5 million vehicles total. In January 2017, New GM Parent and New GM subsequently added approximately 820,000 more of these models to the recall, which now included model year 2012 vehicles, again in response to DIRs issued by Takata.

422. GM Parent and New GM have admitted that an additional 2.4 million of their vehicles, from model years 2009-2014, contain Defective Airbags, but they have not yet issued

[4] 2015 Buick LaCrosse, Cadillac XTS, Chevrolet Camaro, Chevrolet Equinox, Chevrolet Malibu, and GMC Terrain vehicles.

recalls for these vehicles. This includes approximately 630,000 vehicles subject to Takata's most recent DIRs, issued on or about January 2, 2018.

D. Nissan Allegations

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

424. Nissan closely reviewed proposed airbag designs from Takata before approving them for use in its vehicles through design and product validation processes. Nissan knew in 1999, including from design meetings with Takata, that Takata used an ammonium-nitrate propellant in its inflators.

425. From the outset, Nissan also knew that propellant degradation, including through moisture, could lead to overpressurization—or "propellant creep burst," as Takata once described it to Nissan—and rupture. Despite the switch to a new and novel inflator propellant, Nissan did not revise its airbag or inflator specifications to test for risks especially posed by ammonium nitrate.

426. Nissan approved Takata's passenger side inflators made with ammonium-nitrate propellant in or about September 2000. It installed them in various Nissan and Infiniti vehicles sold in the United States, beginning with model year 2001. Nissan was motivated in significant part—if not solely—by cost savings it expected to realize by switching to Takata's ammonium-nitrate inflator.

427. Nissan also regularly audited and reviewed Takata's manufacturing processes, including with site visits, such as one by Senior Manager Toshimi Yamanoi in or about February

2003, an inspection of Takata's production lines in or about February 2006, and a similar inspection in November 2009.

428. In addition to its direct knowledge that Takata's inflators used ammonium nitrate, Nissan was continually reminded of the inherent danger of the propellant. For example, in or about 2004 and 2005, Nissan received driver-side airbag design proposals from Takata. These proposals contemplated adding desiccant, i.e., a drying agent, to the ammonium-nitrate propellant. Desiccant is a moisture control agent, and its proposed addition was therefore a clear indicator that the propellant was susceptible to moisture-related problems.

429. Takata meeting minutes from January 2006 show that an ammonium-nitrate inflator ruptured during testing, and that the rupture was discussed with Nissan, which sought further information. Takata's minutes suggest that Takata and Nissan were discussing "moisture absorption materials," again demonstrating an understanding that ammonium-nitrate hygroscopicity posed risks to the propellant's stability and safety.

430. Takata expressly advised Nissan by no later than January 2006 that, for its ammonium-nitrate propellant, "a desiccant is a must" if it was to pass Nissan's aging specifications. Notably, none of Nissan's passenger side airbags to date included a desiccant in the ammonium-nitrate propellant and, in fact, it continued installing non-desiccated, passenger side inflators for many years to come.

431. In August 2006, in connection with Nissan's joint venture with French automaker Renault, an engineer at Renault warned Nissan repeatedly and in stark terms of the dangers of ammonium-nitrate propellant, which had led Renault to reject Takata as a supplier in late 2004. This Renault engineer described ammonium nitrate to Nissan as a "risky propellant" and an "explosive with phase changes not correctly under control." He went on to note that even though

the Takata "inflator is much more risky" because of its "hygroscopic issu[e]," in fact, he saw a litany of other problems, including poor quality control in the assembly process, and subpar logistics "con[c]erning [] protection against moisture." The Renault engineer went on to alert Nissan to an explosion at Takata's factory in Monclova, Mexico, underscoring the concerns he starkly conveyed to Nissan.

432. Nissan was nonetheless intent on persuading Renault to switch to Takata's inflators, and conferred with Takata to obtain information to help it make its case to Renault.

433. Renault, however, considered its use a product safety issue and thus refused to accept ammonium nitrate as a propellant. In a September 2006 memo, Renault reiterated to Nissan that it rejected Takata's ammonium-nitrate inflators in 2004, and further that "Takata recognized the accuracy of the Renault critical analysis of their inflator, agreed with it, and proposed to develop products" accordingly—i.e., to eventually transition to the safer propellant other suppliers were using. The memo repeated Renault's conclusions regarding ammonium-nitrate propellants: they are "very hygroscopic" and "absorb much more water" than alternate propellants. And, importantly, that absorption (and desorption) of water appeared to have long-term consequences for the propellant, whereas the alternative propellant, GuNi, was not only more resistant to water, but also quickly desorbs it at lower relative humidity, and maintains its pyrotechnic properties despite any such moisture cycling. Renault went on to explain that largely because of this key flaw, ammonium nitrate "usually . . . [is] not used in pyrotechnic compositions," and in fact was a "very exotic product" in the automotive world. Critically, the moisture risk to ammonium nitrate spanned from production all the way through the "car lifetime."

434. In sum, "very little moisture could be dramatic during lifetime," and Takata's manufacturing processes did nothing to protect against that risk. Compared to GuNi, ammonium

nitrate could easily deteriorate in the presence of lower relative humidity, posing both the risk of aggressive deployment or moisture, or with enough deterioration, non-deployment.

435. Apart from the hygroscopic issue, Renault could not accept ammonium nitrate for the independent reason that it "is not stable enough with temperature," even with additives meant to enhance its phase stability. Even with this knowledge, Nissan continued to use Takata's ammonium-nitrate inflators, without disclosing the risk to the public.

436. In their resulting discussions, Takata expressly advised Nissan that, in fact, "PSAN is inferior in hygroscopic property," but "generally cheaper"—indeed, apparently more than seven times cheaper than a safer, more stable alternative.

437. Ultimately, Nissan tried for more than a year to convince Renault to use Takata's ammonium-nitrate propellant without success because of its moisture sensitivity and general instability. During that process, Nissan made express reference to the cost difference between ammonium nitrate and the safer alternative, GuNi. This focus on cost was not new. In December 2004, in connection with Nissan's and Renault's joint audit of Takata, Nissan emphasized that Takata should increase "safety without increase of cost," and sought for Takata to demonstrate its "cost efficient technologies" as compared to other suppliers.

438. Renault ultimately concluded that, in light of Nissan's apparent refusal to accept the very engineering judgment that Takata had itself acknowledged was accurate, "we are being asked to sustain dual path inflator development forever into the future."

439. On top of the repeated warnings from Renault, and candid admissions from Takata, Nissan was simultaneously expressing "extreme dissatisfaction in Takata's overall performance" in December 2006. This was part of a longstanding trend. For example, in April 2004, Nissan discovered two defective passenger-side airbag inflators during a vehicle inspection. In August

2004, Nissan questioned Takata about a Takata airbag that failed to fully inflate and tore during NHTSA crash testing on a Honda vehicle. In or about August 2004, Nissan learned that a Takata driver side airbag tore during NHTSA testing. In the joint December 2004 audit referenced above, Renault's engineer scored Takata with a supplier grade of "2" on a scale of 1 to 5, with 1 being the lowest.

440. Shockingly, despite this history, and despite its knowledge of ammonium nitrate's critical and innate flaws as a consumer-facing propellant, Nissan weakened its inflator design specifications in December 2006 to eliminate a "high temperature deterioration test." Takata rightly concluded this would make Nissan's specification easier to meet; indeed, it is one of the types of tests needed for risky, hygroscopic propellants like ammonium nitrate.

441. Nissan continued using Takata's inflators without a recall through 2008. In February 2008, Takata prepared a memo concerning the status of certain propellant used in Nissan's inflators. In this memo, Takata reported that it had produced a number of initial inflator lots, which had been subject to "inflator level Heat Aging and Thermal Shock per Nissan spec. to test for stability." The testing revealed instances of energetic disassembly in passenger-side inflators after Nissan's Heat Age and Thermal Shock. Takata also noted that "[t]he critical critierium [sic] in terms of stability after aging are tablet density, tablet crush strength, and moisture." In fact, this memo states that "[m]oisture is believed to be the largest contributor to current inflator level issues." This only reinforced Takata's conclusion-shared with Nissan many years prior—that "[d]ue to the current unknowns surrounding 2004L" that "desiccant must be used" with ammonium-nitrate propellant.

442. In July 2008, Nissan investigated multiple instances of abnormal airbag deployments and field "explosions."

443. In October 2009, Takata airbags installed in a Nissan vehicle ruptured when intentionally deployed at a scrapyard in Japan. The deployment created a large explosive noise and emitted smoke in an atypical fashion. Parts of the inflator flew out, breaking the windshield. This prompted a recall of vehicles in Japan and an exceedingly small recall of less than 50 vehicles in the United States, both in 2010.

444. Nissan was also aware of ruptures in—and corresponding recalls of—other OEMs' vehicles, including, for example, the Honda recall in 2009. In December 2009, Nissan learned of a rupture in another automaker's vehicles after an intentional deployment at a scrapyard.

445. Nissan knows "it's not appropriate to omit anything" from reporting to NHTSA about safety issues, or to "communicate the facts in a way" to influence NHTSA to a preferred outcome.

446. Nonetheless, when preparing a Defect Information Report for NHTSA in connection with the limited 2010 recall, Nissan employees planned "creative DIR writing" and to give "the impression we are on top" of the propellant wafer issues that were purportedly behind the recall. Nissan decided not to report to NHTSA information about missing parts in Takata inflators from October 2000, or two other ruptures experienced by other automakers in Japan, despite internally linking those facts to the defect that gave rise to the 2010 recalls. Further, Nissan resisted NHTSA's addition of language that rupturing inflators posed a risk of dangerous projectiles.

447. Nissan's first major United States recall of Nissan or Infiniti vehicles with Defective Airbags was not until 2013. It took approximately two more years for Nissan to expand some of its recalls from regional to national actions. To this day, certain of the recalls of Infiniti vehicles remain regional in scope.

448. Even after Nissan had made a determination that a major United States recall was required, it waited at least three weeks to file its required Defect Information Report with NHTSA, opting instead to time its filing with that of Takata and other OEMs, and in the process placing innumerable consumers at continued risk.

449. In a repeat of its 2010 reporting to NHTSA, Nissan's initial defect communication to NHTSA in April 2013 failed to explain the risk of fragments of a ruptured inflator striking and causing injury to vehicle occupants—information Nissan only included after NHTSA expressly requested it.

450. By March 2013, as Nissan began readying its first recall, it knew of over a dozen abnormal deployments with Takata airbags in other OEMs' vehicles.

451. Following the publicity of the recalls, news of Takata inflator ruptures in Nissan vehicles accelerated.

452. Between January and June of 2014, for example, Nissan learned of ruptures in its vehicles in Puerto Rico, Florida, Texas, Arizona, and Georgia, many of which resulted in injuries to vehicle occupants.

453. In September 2014, a 2004 Nissan Sentra airbag ruptured, apparently causing the passenger dashboard to blow apart, and a large hole in the windshield above it. That same month, another rupture occurred in a 2002 Nissan Sentra in Tennessee.

454. In November 2014, ruptures occurred in a 2002 Nissan Sentra in Arizona and a 2005 Nissan Sentra in Florida.

455. Ruptures were also reported in Georgia: a 2005 Nissan Sentra in June 2015, and in a 2003 Nissan Sentra in May 2016.

456. In November 2014, as Takata airbag recalls continued to expand, Nissan belatedly revisited Takata's ongoing failures both in design review and manufacturing quality control, implicitly recognizing that Takata had never complied with prior requests from Nissan to improve in both areas, most notably in 2008. Further, even as Defendants publicly pinned the defect to isolated manufacturing issues, Nissan acknowledged "there are problems that cannot be explained only by" such issues, and admitted that "this issue is too significant to settle this as a manufacturing problem," not least because the "understanding of creating an inflator was a dangerous as creating a bomb."

457. Ultimately, Nissan would wait over two years before it advised NHTSA in May 2015 that it had recalled the full affected population. Rather than proactively recalling the entire population at once, it slowly expanded the scope over the course of seven recalls over that two year period. Even then, its statement to NHTSA in May 2015 was premature: on July 12, 2017, over two years later, Takata and Nissan announced that another 515,000 2007-2012 Nissan Versas sold into the United States, and outfitted with desiccated ammonium nitrate inflators, would be recalled.

E. BMW Allegations

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

459. BMW knew from as early as 1999 that Takata airbags were unsafe after a May 1999 Takata design review of a new BMW inflator revealed "controversial" issues regarding the aluminum used for the inflator closure as well as "inadequate . . . igniter safety factors."

460. Safety concerns only mounted thereafter. In 2001, collision testing demonstrated improper airbag deployments that in some instances caused the vehicles' windshields to break. BMW was aware of these issues and requested a meeting with Takata to discuss them.

461. Around the same time, BMW raised concerns about the "variability" of the Takata inflator deployments during testing and expressed "doubts" about the inflator technology generally. Nonetheless, BMW ultimately accepted the Takata inflator because it was substantially cheaper than competitor models.

462. Further testing continued to underscore the inflators' inherent volatility. In early 2002, BMW conducted "bonfire" tests to ensure the inflators complied with European shipping regulations. Bonfire tests are performed on packages of an explosive substance to determine whether there is potential for a mass explosion or a hazard from dangerous projections. A fire is ignited a few meters from the package to test whether the package will burn or explode. When BMW conducted bonfire tests on Takata's inflators along with other competitor's inflators, "Takata products were the only ones to experience non-conformances . . . ." Indeed, out of 24 Takata modules tested, all 24 burned during the bonfire testing. Eleven of 12 driver-side inflators ruptured and 1 of 12 passenger-side inflators ruptured. At least one passenger-side inflator burned despite being located 60 meters from the bonfire (a passing specification requires no evidence of burning within 4 meters of the bonfire). Despite these failed tests, BMW approved the Takata inflators for installation.

463. In May 2003, shortly after the first Takata inflators installed in BMW vehicles were placed in the market, BMW was notified by a customer of a field incident in Switzerland involving an inflator rupture.[5] According to an internal BMW report, an accident triggered the airbag to

[5] Although this field incident occurred in Switzerland, it involved an E46 BMW (BMW 3 Series

Footnote continued on next page

deploy, causing the gas generator to separate, "cut through the airbag fabric," and "impact the vehicle interior with high energy." Takata initially took the position, in the form of a letter to BMW, that the field incident "was likely an isolated event." According to Takata, "BMW accepted Takata's position through inaction . . . . They never commented on the letter after submission."

464. BMW's inaction continued. By at least 2009, BMW became aware of a 2007 field incident involving another Takata inflator, this time in a Honda vehicle. Takata made a presentation to BMW to distinguish the 2003 BMW field incident from the 2007 Honda field incident (the latter of which triggered a U.S. recall). The presentation, however, highlighted that both inflators used the same "main propellant" technology—ammonium nitrate. In December 2009, BMW began seeking from Takata "alternative solutions to AN-based propellant." Yet, BMW publicly adopted Takata's position that the field incident was nothing more than an anomaly, and a few months later, BMW disingenuously reported to NHTSA that it was "unaware of any incidents in the field involving a malfunction of these inflators."

465. By February 2010, BMW acknowledged internally the potential deadly ramifications of continuing to use Takata's inflator's in its vehicles. BMW also raised concerns with Takata, with BMW engineers noting that every time BMW performed testing on a Takata airbag, it "blows up" or something "severe" happens.

466. Despite BMW's grave concerns about the safety and viability of Takata's inflators, BMW once again sought to rely on Takata to evade inquiry from regulators. By early 2010, Honda's recall of vehicles with Takata inflators was well underway. In February 2010, BMW pressured Takata to "make a statement" to NHTSA to "endorse or with confidence proclaim the quality of their product." BMW planned to use this statement by Takata as "the basis for NO

produced from 1998-2006) that was also sold in the U.S. The E46 vehicle in question was produced in 2001.

recall." Takata itself acknowledged that this was BMW's longstanding modus operandi. In fact, more than simply seeking to rely on a statement by Takata, BMW actively collaborated with Takata to tailor the language in its favor "to avoid the recall if possible." Once Takata issued its statement (approved by BMW) to NHTSA, BMW announced it would not recall any vehicles.

467. In 2013, BMW once again pressured Takata so that it could avoid a recall. Despite being told by Takata that the inflator specifications for BMW vehicles did not reduce the risk of explosion compared to other recalled vehicles, BMW "continue[d] to ask so many questions" because "they are trying hard to find a reason to avoid a recall." BMW insisted on finding a way to "perform a simple action like reprogramming the control module" despite the fact that Takata concluded such a change "does not change the risk." Under mounting pressure from NHTSA, BMW was ultimately forced to begin recalling vehicles in 2013.

468. When BMW finally did commence its vehicle recalls in 2013—long after many other Vehicle Manufacturer Defendants—it did so reluctantly and dishonestly. BMW referred to its vehicle recall campaigns in official notices to its customers and NHTSA as "improvement campaigns" and "special technical campaigns," specifically avoiding the words "safety" and "recall."

469. In doing so, when communicating to its customers via its dealer network, BMW insisted that "the words safety and recall will NOT be used" because "NHTSA [was] allowing manufacturers to use [those] names in their official fillings/submittals . . . . if they, the manufacturers, [had] not determined a safety defect exist[ed]." BMW continued this tactic even after NHTSA mandated BMW change its language and refer to its vehicle "campaigns" as recalls: "in the interest of consistent communications to owners on an issue that could have severe

consequences, we must be direct and plain and we must insist that BMW call its campaign a recall."

470. Additionally, even after BMW began instituting recalls of its vehicles, it continued to emphasize the *lack* of safety concerns stemming from the Takata inflator defect to the public. For instance, in 2014, BMW expressly told its customers that it was "not aware of any ruptured airbag inflators in the field, neither on the driver nor on the passenger side. Given this, we are not recommending that people do not drive their car." BMW made similar representations to the public in 2015. According to BMW's internal documents, however, in both 2014 and 2015, BMW was made aware of several field incidents—going back as far as 2004—where customers alleged injuries resulting from Defective Airbags:

a. In November 2004, an exploding airbag caused "metal shrapnel" to deploy from the airbag, striking the passenger in the face. The passenger's face was "severely cut" and she continued to have scars 10 years later.

b. In September 2010, an exploding airbag caused a passenger to suffer from facial cuts, scrapes, and burns. The owner of the vehicle subsequently received a recall notice.

c. In February 2014, an exploding airbag in Florida shot metal beads into the passenger's skin.

d. In a July 2014 submission to NHTSA, BMW admitted that after "a retrospective review of field incidents . . . BMW noted a small number of incidents which might be related to this issue, and had resulted in a limited number in which there were frontal passenger side airbag induced injuries."

e. In September 2014, an exploding airbag in Washington fired a metal particle into the eye of a 12 year old passenger.

f. Around December 2014, an exploding airbag caused a piece of debris to come from the airbag which struck the passenger. The airbag "had a hole in the middle." The passenger suffered from a burn on her right arm.

g. In January 2015, an exploding airbag caused "shrapnel" to cut a passenger under her eye and on her left hand.

h. In January 2015, an exploding airbag caused an unspecified but likely serious injury to a 13-year-old girl. The driver examined the airbag after the accident and "found some pieces on the passenger floor."

F. Mazda Allegations

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

472. By February 2002, Mazda was aware that two Takata PSDI-4 inflators ruptured at Mazda testing facilities: one during an Out-of-Position occupant ("OOP") test and another during an ambient module test. Mazda reported both ruptures to Takata, and in both cases Takata determined that the root cause of the failures was propellant-related.

473. Nonetheless, Mazda selected Takata airbags containing ammonium nitrate to save $2 per inflator over an inflator that did not contain the highly unstable substance. Mazda knew that this unstable compound was the propellant in its airbags as early as 2007.

474. In May 2003, Mazda experienced another "very severe defect" with Takata inflators and threatened to stop doing business with Takata altogether.

475. By December 2008, a Mazda engineer noted that Mazda was aware that its use of Takata airbags resulted in many "erroneous explosions" in its vehicles.

476. In January 2009, Mazda continued to discuss problems with Takata airbags and unintentional explosions of those airbags at meetings intended for discussion of very serious issues occurring in its vehicles.

477. By 2009, Mazda knew about the Honda recall, that there was a defect involving the propellant, and that the defect had resulted in the death or serious injury of 7 people. Mazda employees internally discussed these incidents in August 2009 and knew that the root cause was related to the propellant.

478. For years, Mazda failed to properly investigate the airbag failures, despite mounting incidents. In 2011, there was an inadvertent airbag deployment involving a PSDI-4 inflator in a Mazda vehicle. In 2012, a Takata twin airbag in a Mazda vehicle deployed incorrectly and injured a passenger.

479. On April 26, 2014, a Takata airbag in a 2005 Mazda6 ruptured in Florida, when Dorothy Gravlin rear-ended the car in front of her going 25 mph. Ms. Gravlin suffered cuts and burns on her arms and face. She also experienced hearing loss after the incident.

480. Mazda did not issue its first recall until April 10, 2013, and that recall affected only 149 vehicles. The recall was expanded on June 23, 2014 (i.e., after Ms. Gravlin was injured by an airbag rupture earlier that year), but the expanded recall still did not encompass the vehicle that Ms. Gravlin was driving (a 2005 Mazda6). Rather, on June 19, 2014, Mazda notified NHTSA that it would conduct a Special Service Program for driver and passenger-side airbag inflators for certain 2003-2007 Mazda6 vehicles in Florida, Hawaii, and Puerto Rico. The Special Service Program was superseded by a recall only in October 2014.

481. Mazda was slow to roll out recalls because it was concerned about its costs and resources, not passenger safety. Internal documents show that the Mazda Defendants were aware that many vehicles equipped with defective Takata inflators were not subject to the recall. For example, in December 2014, Mazda knew that some of its not yet recalled vehicles used the same inflators as recalled vehicles but deliberately chose not to recall them because of concerns over a "very limited parts" supply.

482. On January 9, 2015, Mazda again internally discussed the recall rollout and noted: "As much as we all would like to expeditiously launch recall programs for each and every concern that is justified, this does not always happen due to costs and financial funding available. Regarding resources of time and headcount, we run very lean on available engineers to follow-up on each and every safety defect concern."

483. On March 24, 2015, Heidi Mauro was driving her 2003 Mazda6 at around 20 mph when her vehicle was struck by another vehicle in Walton, Florida. Her driver-side airbag inflator exploded. Ms. Mauro was struck in her face, neck, and chest by metal debris expelled by the airbag, resulting in serious injuries, including a ruptured left eardrum (which resulted in significant hearing loss) and burns to her chest and face. Mazda learned of this field incident shortly after it occurred.

484. Mazda waited until June 9, 2015 to expand its recall to all 2003-2008 Mazda6 vehicles, all 2004-2008 RX-8 vehicles, and all 2006-2007 Mazdaspeed vehicles, including Ms. Mauro's vehicle.

485. Once Mazda launched its recalls, they were poorly implemented. Despite issuing recalls, customers were not able to have the defective parts in their vehicle replaced until they received a second letter stating that parts were available. The limited number of parts that were

available were given out sparingly. Internally, Mazda admitted that it was only giving parts to upset customers that contacted Mazda dealers.

486. Mazda consistently downplayed the severity of risks associated with the Takata airbags used in its vehicles. For example, it instructed its field managers and customer service personnel to tell customers that the airbags "may not deploy properly in the event of an accident," completely and deliberately misrepresenting the fact that the airbags posed serious safety risks, including death.

G. Mercedes Allegations

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

488. Mercedes closely reviewed proposed airbag designs from Takata, and employed extensive design and product validation processes before approving them for use in its vehicles. Mercedes also regularly audited and reviewed Takata's manufacturing processes, including visits to, and checks of, Takata's facilities.

489. Mercedes knew prior to approving the Defective Airbags that Takata used an ammonium nitrate propellant in its inflators. Takata expressly marketed ammonium nitrate as an inexpensive propellant, and recognized Mercedes's goal of reducing cost.

490. Mercedes was intimately involved in the design and testing of the Defective Airbags prior to its approval for the airbags' use in the recalled Mercedes Class vehicles. It has a long history of involvement with, and knowledge of, the manufacturing and product design of inflators used in the vehicles that it sold. Over the years, Mercedes developed an expertise in inflator technology.

491. In November 1988, a joint venture called Inflation Systems, Inc. ("ISI") was formed between Takata and Bayern-Chemie (of Germany) (a part of the Daimler Benz group). The original charter of ISI was to manufacture driver-side inflators in North America. The site of the manufacturing facility for ISI was LaGrange, Georgia, which was built in 1991 on property owned by Takata.

492. Both Daimler Benz and Takata worked closely on the manufacturing and product design of Takata's inflators. Bayern-Chemie had responsibility for product design and manufacturing, while Takata used the ISI-manufactured inflators in modules that would be sold directly to automakers. Notably, ISI was operating in 1996, when Takata expressed concerns in patent documents about the risks of using ammonium nitrate in inflators.

493. Moreover, Mercedes had its own airbag expert(s), who worked together with Takata in the development, testing, and approval of the Defective Airbags. Accordingly, Mercedes was aware of Takata's use of ammonium nitrate, including all technical details of allegedly phase stabilized ammonium-nitrate inflators, prior to its approval of the Defective Airbags for use in Mercedes Class Vehicles.

494. Given Takata's concerns about the risks of ammonium nitrate, dating back to its 1996 patent documents, and the subsequent concerns of Mercedes engineers during the pre-approval phase of the Defective Inflators, Mercedes was, or should have been, fully aware of the dangers associated with using ammonium nitrate as a propellant in its airbag inflators.

495. Mercedes also had specific "concerns" regarding the performance of the Defective Inflators prior to approving them for use in the Class Vehicles. These concerns—discussed internally by managers or engineers at Daimler AG in emails exchanged between employees of

Daimler Chrysler and employees of Takata on May 6, 2003 and May 7, 2003—focused on the "the module having integrity during and post-deployment."

496. Also around this time, in April and May 2003, Mercedes recognized that the defective Takata Airbags failed to meet Mercedes's own requirements for approval, as reflected by their ongoing concerns over the variability and performance issues of the Takata inflators during pre-approval testing. Further, prior to Mercedes's approval of the Defective Inflators for installation in Mercedes Class Vehicles, Mercedes employees raised concerns to Takata that the inflator was the cause of module performance issues, including "module cover tearing," and "cushion tearing." This was consistent with testing that Takata conducted, which showed "bulging," an indicator of "high pressure."

497. A June 15, 2005 email from a Daimler Chrysler airbag engineer to a Takata program manager, reflects that Mercedes engineers, who had pyrotechnic expertise and worked with Takata on the testing and approval processes of the Defective Airbags, were fully aware of the performance problems plaguing the inflators, and their difficulty meeting USCAR standards prior to approving the Defective Inflators for installation in the Mercedes Class Vehicles.

498. These same Mercedes engineers repeatedly expressed concerns about the PSDI-5 inflator based on the performance of the airbags in pre-approval testing.

499. Despite these concerns, Mercedes ultimately approved Takata's airbags for installation in Class Vehicles. As indicated in an October 20, 2004, email, Mercedes only approved Takata's airbag after Mercedes engineers agreed to forego key performance variables. Indeed, Mercedes was fully aware that the Defective Inflators could not meet its own specifications, but it nevertheless approved the defective inflators for installation in Mercedes Class Vehicles.

500. On at least one occasion, in or about October 2006, Mercedes waived several of its own requirements and ultimately decided to accept "deviations." As such, Mercedes was fully aware of the risks associated with ammonium nitrate, and consciously and intentionally disregarded those risks by approving the Defective Airbags for installation in the Mercedes Class Vehicles.

501. As noted above, in March 2006, Takata's Monclova, Mexico plant was the site of massive explosions due to ammonium nitrate. Mercedes was well aware of these incidents, and therefore, the inherent danger of using ammonium nitrate. However, instead of focusing on these risks, Mercedes focused on inflator production levels. Days after the Monclova plant explosion, on April 5, 2006, a senior Daimler engineer performed an inspection of the Monclova inflator and molding operations, including an examination of parts for any defects. He marveled at the extensive repairs to date, the fact that production was slated to begin again that evening, and that "an army" of contractors was in place to complete the work. Only a year later did Mercedes meet with Takata to discuss the changes implemented to Takata's propellant-material handling in the wake of the explosion, given the concerns over the explosive power of ammonium nitrate.

502. At least through its 2017 model year vehicles, which Mercedes sold and continued to sell to consumers without disclosing that the vehicles contained Defective Airbags that would later be recalled, Mercedes has, throughout the class period, failed to disclose the known risks and defects of its Defective Inflators to consumers.

503. Even after the historic recalls were announced, Mercedes continued to sell new vehicles that were equipped with Defective Airbags, including the 2016-2017 E-Class Coupe/Convertible, without informing consumers that their new cars contained these Defective

Airbags. Frustratingly, even these new vehicles will be recalled, though owners and lessees will likely have to wait years for a remedy.

504. The recalls that have been issued by Mercedes to replace the Defective Airbags have been largely ineffective. According to NHTSA's website, as of December 2017, only 2% of the affected Mercedes vehicles have been remedied.

505. Notwithstanding recalls and notices by other manufacturers, and Mercedes's awareness of the risks and/or dangers presented by ammonium-nitrate dependent inflators, Mercedes buried its head in the sand, claiming it did not become aware of the issues requiring recalls of the Class Vehicles until January 25, 2016, when Takata submitted a DIR to NHTSA reporting a potential safety defect for SDI and PSDI-5 driver-side airbag inflators.

506. Mercedes's denial of knowledge belies the facts and its numerous communications with Takata regarding the Inflator Defect well before January 2016. This assertion by Mercedes, that it was unaware of the need for a recall until 2016, is false, and reflects its internal efforts to delay the safety recall and conceal from its customers the need for a recall. Indeed, prior to 2016, Mercedes stayed silent in the face of the mountain of information available to it regarding the dangers associated with the airbags, the use of ammonium nitrate as a propellant, and its own internal discussions regarding these dangers with Takata.

507. For example, years before Mercedes issued its first Takata recall, high level personnel at Daimler AG participated in quarterly management meetings with Takata, where information regarding airbag engineering, ballistic test results, and certain ruptures and anomalies were discussed.

508. Also discussed at these meetings, between Mercedes and Takata, were vehicle temperature studies showing that moisture would become problematic for the main propellant well within the expected useful life of the Class Vehicles.

509. Further, despite being fully informed about the potential dangers of the use of ammonium nitrate in Takata airbags from the time they were approved for installation in the Mercedes Class Vehicles and the mounds of evidence publicly available regarding the dangerous characteristics of ammonium nitrate, Mercedes unreasonably delayed recalling the Class Vehicles. This unreasonable delay has occurred even though Mercedes has acknowledged to consumers that "[t]he defect in [their] driver, passenger, or both driver and passenger frontal airbag inflators may cause the airbag to explode during airbag deployment[,] and could result in metal fragments striking the front occupants, possibly causing serious injury or death."

510. In light of Mercedes's knowledge about the use of ammonium nitrate, pre-approval testing and the inability of the Defective Inflators to meet applicable standards, Mercedes should have refused to install the Defective Inflators in its vehicles and recalled Class Vehicles years before it reluctantly did.

511. For example, Takata included Mercedes as among the automakers who were provided potentially defective inflators in a June 2014 filing with NHTSA. Yet, Mercedes claimed that its inclusion in this letter to NHTSA was a mistake.

512. Over one million Mercedes vehicles have officially been recalled as part of the massive action arising from the installation of the Defective Airbags.

H. Subaru Allegations

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

514. Subaru knew from as early as May 2003 that Takata airbags were unsafe after a May 2003 test resulted in a burst inflator due to excessive gas output.

515. Safety concerns only mounted thereafter. In January 2007, the Subaru SPI-2 inflators were failing Subaru's ballistic design review and process validation testing. Reports revealed that the inflators were exceeding ballistic limits resulting in excessive output.

516. In or about September 2008, internal Takata communications suggest that Subaru was aware that Subaru's PSD16 inflators had the same defects as similar inflators installed in Honda vehicles.

517. In September and October 2008, Subaru discussed the multiple problems related to the fact that its airbags were tearing upon deployment, posing safety risks to vehicle occupants. Subaru suggested that the problem was related only to welding, but given prior ballistic testing, it knew or was reckless in not knowing that the airbags suffered from an inherent design defect.

518. In July 2009, Subaru discussed via email the airbag defects related to Honda's recall of nearly 4 million vehicles for inflators that produced excessive internal pressure leading to rupture and dispersal of metal fragments, including the fact that there were 7 fatalities associated with the defect at that time. Subaru engineers and executives discussed the likelihood that such a defect was also present in Subaru vehicles and, given prior field incidents and ballistic testing failures, knew or were reckless in not knowing that the defect was also present in Subaru's inflators.

519. In March 2013, Takata discussed with Subaru multiple field incidents and investigations into Takata inflators that posed serious safety risks. From these discussions, Subaru knew that its inflators had a propellant-related defect similar to those in Honda's and other Vehicle Manufacturer Defendants' vehicles that would result in inflator overpressurization and explosion.

520. Around the same time in March 2013, Subaru knew that such defects were present in its vehicles. Subaru engaged in internal discussions related to field incidents or testing in a 2003 Subaru Legacy that showed it knew the passenger airbags in those vehicles posed serious safety risks to vehicle occupants.

521. In February 2015, Subaru learned that a 2007 Subaru Outback was involved in an accident in which the front passenger airbag ruptured causing shrapnel and head injuries to the passenger. Subaru officials acknowledged that the vehicle was not subject to Subaru's then-existing piecemeal recall.

522. In February 2015, Subaru acknowledged in internal emails that Takata inflators used in its vehicles have a design flaw caused by the use of ammonium nitrate as a propellant, which is sensitive to temperature change and leads to "abnormal deployment."

523. In March 2015, Subaru became aware of a NHTSA complaint detailing an incident involving a Subaru Impreza in which the Takata airbag deployed with such force that the female passenger sustained a frontal skull fracture, sustained neurological trauma, and had to be placed on life support for 6 days until she died.

I. Toyota Allegations

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

525. Toyota closely reviewed proposed airbag designs from Takata before approving them for use in its vehicles through design and product validation processes. Toyota knew as early as 2000, including from design meetings with Takata, that Takata used an ammonium-nitrate propellant in its inflators.

526. From the outset, Toyota also knew that that the ballistics of the propellant used in Takata airbags were hard to control and it was concerned with ballistics variability. Nonetheless, Toyota ultimately approved inflators using ammonium nitrate for use in its vehicles.

527. In October 2001, Toyota met with Takata to evaluate test results of Takata inflators used in its vehicles. Toyota told Takata that the pressurization results in its testing did not meet Toyota's requirements. This early testing shows that Toyota had an understanding of the Takata inflators' propellant's chemical behavior, including burn time, and Toyota knew or was reckless in not knowing how volatile and difficult the propellant was to control.

528. In addition to its direct knowledge that Takata's inflators used ammonium nitrate, Toyota was continually reminded of the inherent danger of the propellant. As early as November 2002, Toyota's own testing of Takata airbags installed in its vehicles revealed significant abnormalities and the need for modifications of the airbags to meet its own safety specifications.

529. Again in June 2003, Toyota again informed Takata that Takata inflators used in Toyota vehicles were rupturing during Toyota's independent testing. Toyota reported that the inflators sparked upon deployment and one had an 8-inch hole after deployment. Toyota remarked that similar but less severe "phenomena" occurred in its testing of the prototype inflators, and one employee suggested the expulsion of gas heat may have been the cause.

530. In August 2003, Takata records reflect that Toyota reported an "abnormal explosion event" to Takata. Based on the facts of Toyota's report, including that the inflator was exploding

prior to operation of the ignition and that there were two explosions 20 seconds apart when normal operation would have only resulted in one, Toyota knew or was reckless in not knowing that Takata inflators posed safety risks to vehicle occupants.

531. By December 2003, Toyota had expressed concerns over Takata's quality performance, which it deemed "unacceptable." Nonetheless, Toyota apparently awarded additional business to Takata because Takata airbags were cheaper than its competitors.

532. In 2007 and 2008, Toyota learned of abnormal Takata airbag deployments in the field, including one where a passenger side curtain airbag spontaneously deployed and another where the airbags deployed without impact while the driver was sitting in his vehicle at a drive-through.

533. By May 2009, after another abnormal deployment of a Takata airbag occurred in a Toyota Corolla during vehicle scrapping at an automotive recycler facility in Japan, Toyota commissioned an internal "SECRET" report. The report details that the airbag ruptured and was severely damaged, with the inflator almost completely destroyed from the explosion. Shrapnel was found inside the inflator. The "feedback" section of the report notes that either the Toyota field reviewer or the recycler commented that he was "glad [the vehicle] was not in use by the customer. It was a case in which a passenger protection device transformed into a killing weapon."

534. By August 2009, Toyota was "dramatically apprehensive about the quality state of Takata." Toyota began demanding additional testing and quality data from Takata. Shortly thereafter, Toyota conducted multiple tests of passenger-side airbag inflators. The testing results in every one of the airbag samples revealed defects with the propellant, and one set of tests resulted in deployments in which propellant debris was scattered everywhere. The testing report stated that some airbags deployed abnormally "and some of the components of the inflator may fly out." The

root cause is identified as defects with the propellant, including that the propellant absorbed "excessive moisture due to the field environment," which resulted in "aggressive" combustion.

535. On or about June 30, 2010, Toyota issued only a very limited recall for vehicles in Japan despite its knowledge of the serious problems and risks associated with its use of Takata's airbags. Toyota described the problem as an "improper assembly" manufacturing defect. Even though Toyota knew similar inflators were used in its vehicles in the United States, it did not recall or notify U.S. consumers.

536. In July 2010 and February 2011, Toyota investigated two additional abnormal Takata airbag deployments, including one in a driver-side airbag.

537. In October 2011, an internal report from Toyota's National Quality Operations Manager to Toyota's Vice President of Customer Quality Engineering Center reflects that Toyota was aware of at least 26 unintentional airbag deployments and ruptures in 2003-2004 Corolla and Matrix vehicles, including one as early as December 21, 2004. The report noted that some of the deployments resulted in the windshield needing to be replaced after deployment, including one where the front windshield was shattered.

J. Volkswagen Allegations

538. As a result of the extensive literature detailing the problems with using ammonium nitrate, Volkswagen's intimate involvement in developing specifications and testing standards for the problematic ammonium-nitrate inflators and a variety of adverse incidents, Volkswagen has long been aware of the safety problems associated with using ammonium nitrate in Takata airbags.

539. At all relevant times, Volkswagen exercised close control over suppliers, including airbag and airbag inflator suppliers. Volkswagen prepared and maintained design specification for both the airbag and the inflator, which suppliers—like Takata—were, and are, required to meet.

540. Volkswagen closely reviewed proposed airbag designs from Takata and employed extensive design and product validation processes before approving them for use in its vehicles. Volkswagen also regularly audited and reviewed Takata's manufacturing processes, including visits to, and checks of, Takata's facilities.

541. Volkswagen knew, no later than March 2002, including from presentations and design meetings, that Takata used an ammonium nitrate propellant in its inflators. Takata expressly marketed ammonium nitrate as an inexpensive propellant and recognized Volkswagen's goal of reducing cost. Volkswagen also received data sheets that identified the chemical breakdown of Takata's propellant, including ammonium nitrate.

542. Volkswagen was aware, for example, through failure mode and effects analyses, that propellant degradation could cause a loss of the inflator's structural integrity. Upon information and belief, despite the switch to a new and novel inflator propellant, Volkswagen did not revise its airbag or inflator specifications and test for flaws unique to ammonium nitrate.

543. Volkswagen approved Takata's ammonium-nitrate inflators and installed them in Volkswagen and Audi models sold in the United States, beginning with model year 2004 vehicles for Audi, and 2006 for Volkswagen.

544. Volkswagen had repeated quality issues with Takata beginning as far back as 2003, including failed airbag modules during testing, and unexplained, unexpected facility changes for the production of airbags, which frustrated Volkswagen. On at least one occasion in 2003, Volkswagen rejected a Takata production line after an audit.

545. Yet quality issues continued to arise. In September 2006, Volkswagen reported a torn airbag to Takata and abnormal deployments of airbags, both at cold and ambient temperatures. Volkswagen also experienced airbag tearing in July 2007. In July 2007, a Volkswagen subsidiary

in South America reported to Takata faulty inflators in side airbags, expressing concern over a flame that occurred during testing, and apparent cushion ruptures in the thorax area.

546. Persistent quality problems and disturbing test results provided further warning to Volkswagen, In or about October 2004, 30 out of 100 ammonium-nitrate inflators came apart during bonfire testing conducted by Volkswagen. Likewise, in or about February 2009, numerous inflators ruptured during testing that Takata was performing at Volkswagen's express request.

547. This pattern was punctuated by a rupture in April 2009 of an inflator in Brazil during testing by Volkswagen of completed airbag modules set to be installed in vehicles. Takata communicated to Volkswagen that the suspected root cause was a low density propellant. In presentations drafted for Volkswagen, Takata also admitted worse performance of its inflator at higher temperatures and informed Volkswagen many inflator ruptures that occurred during testing at 80 and 85 degrees Celsius. During these dicussions, Takata and Volkswagen discussed precisely the failure mechanisms and risks that have led to a series of the largest recalls in history—and that should have led to immediate recalls, and the use of a safer propellant long ago.

548. Takata also informed Volkswagen that a greater propellant surface area—potentially caused by lower density—could significantly increase the burn rate and inflator pressurization, to the point of rupture. Volkswagen therefore knew in 2009 and earlier—that Takata's ammonium-nitrate propellant could be susceptible to long-term aging and degradation. Volkswagen, in fact, raised these concerns with Takata. Volkswagen personnel in Germany considered this a high-risk situation and clearly recognized a worst-case scenario, in which portions of the inflator could explode and shoot fragments towards the occupants. Volkswagen, however not only failed to inform its consumers of these risks, issues and recalls on existing

vehicles, but also continued to manufacture and sell vehicles with Defective Airbags for years to come.

549. By model year 2012, and following discussion with Volkswagen that began in or about 2010, Takata began adding a desiccant to inflators manufactured for Volkswagen. A desiccant is a moisture control agent, and its proposed addition was yet another clear indicator of Volkswagen's knowledge that the propellant was susceptible to moisture and degradation under ordinary conditions.

550. Volkswagen was also aware of recalls by other automakers for the same issue(s), including, for example, Honda's 2011 recall. Volkswagen suspected a risk of broader problems across Takata inflators, and even expressed that concern to Takata.

551. By May 2015, Takata had filed Defect Information Reports ("DIRs") admitting the defect and continued to add inflator models through additional DIRs in the coming years. Despite overwhelming evidence of the defect, Volkswagen did not issue recalls, warn consumers, or otherwise protect them from the risk, through, for example, systematic loaner vehicle programs. Indeed, in correspondence with the National Highway Traffic Safety Administration ("NHTSA") in early 2016, Volkswagen went so far as to try to *avoid* a recall, even as other automakers were undertaking their own and moving ahead.

552. In June 2015, Volkswagen reported that a Takata-made side-curtain airbag inflator, in a 2015 Volkswagen Tiguan crossover, ruptured after the driver hit a deer. News reports at the time noted that the incident stood out from previously reported Takata ruptures, because of the more recent model year of the vehicle. No later than October 2015, Volkswagen was reportedly gathering and testing Takata inflators.

553. By February 2016, Takata and Volkswagen had issued recalls of approximately 850,000 Volkswagen and Audi vehicles; today, the total recalled population is closer to one million. Volkswagen resisted issuing a recall, informing NHTSA that the facts did not support a recall, and that certain subsets of inflators should be deemed acceptable after testing.

554. This was not the first instance of Volkswagen downplaying the risk of Takata's inflators. In or about July 2015, Volkswagen insisted that Takata produce ammonium-nitrate inflators ***without*** desiccant—a move Takata strongly opposed. Indeed, as of June 2016, well after the industry had collectively recalled tens of millions of vehicles with ammonium-nitrate inflators, Volkswagen said it was continuing to use front-airbag ammonium-nitrate inflators ***without*** desiccant on certain 2016 and 2017 model year cars, including the Volkswagen CC, Audi TT, and Audi R8.

555. Nor is this the first instance in which Volkswagen has engaged in fraudulent conduct to sell vehicles. In January 2017, Volkswagen pled guilty to three criminal felony counts of conspiracy to defraud the United States and its U.S. customers for misleading the Environmental Protection Agency and U.S. customers about whether various Volkswagen, Audi, and Porsche branded vehicles complied with U.S. emissions standards. Volkswagen also pled guilty to obstruction of justice for destroying documents related to its scheme.

K. Knowledge Through the German Car Consortium

556. At all relevant times, Defendants BMW, Volkswagen, and Mercedes, together with Porsche, belonged to a technical consortium made up of leading German car companies that, among other things, adopt and maintain technical standards for airbags and inflators. The consortium is often referred to as Arbeitskreis or the Group of Five Working Committee ("the Group of Five").

557. On information and belief, this consortium's standards have, at minimum, contributed to BMW, Volkswagen, and Mercedes' airbag and inflator testing standards during the entire time period implicated by this lawsuit. In light of these long-standing common standards and Takata's entry into the airbag market during this period, Plaintiffs allege, on information and belief, that the Group of Five members would have collectively evaluated the airbags and inflators for approval, in addition to automakers' individual efforts.

558. Indeed, the consortium members met with Takata on at least one occasion, in or about February 2007, at which time the ammonium-nitrate airbag inflators were a topic of discussion. The parties discussed module testing, helium leak testing, and temperature- and moisture-related failure modes, of ammonium-nitrate inflators—precisely the factors and issues that eventually led to the airbag recalls—thus signaling the consortium's clear and ongoing knowledge of the unacceptable risks associated with Takata's airbags.

559. In light of the consortium members' close working relationship on airbag and inflator issues and their joint focus, by no later than 2007, on precisely the issues that led to the recalls, Plaintiffs allege, on information and belief, that BMW, Volkswagen, and Mercedes as consortium members were, or should have been, aware of ruptures and/or abnormal deployments in their respective vehicles—for example, a 2003 BMW rupture.

560. In addition to their knowledge of the airbag defect through their own interactions with Takata and work in the Group of Five Consortium, BMW, Volkswagen, and Mercedes also tracked Takata's interactions with other major automakers. Any cursory attention paid to Takata's track record, including the history of field incidents and recalls detailed above, should have further fueled oncern over ammonium-nitrate inflators.

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

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

562. 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.

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

564. 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.

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

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

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

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

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

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

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

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

g. On information and belief, Assignors have purchased at least the Class Vehicles identified in Exhibit G (manufactured or sold by Defendants) including the airbag or airbags, and: (i) still possesses any such airbag; (ii) sold any such airbag or component of the airbag module to Takata or the Vehicle Manufacturer Defendants or an agent or third party acting on their behalf, after the date on which the Class

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

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

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

567. 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.

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

569. 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.

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

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

TOLLING OF THE STATUTE OF LIMITATIONS

Fraudulent Concealment

572. Upon information and belief, Takata has known of the Inflator Defect in its Defective Airbags since at least the 1990s. Prior to installing the Defective Airbags in their vehicles, the Vehicle Manufacturer Defendants knew or should have known of the Inflator Defect, because Takata informed them that the Defective Airbags contained the volatile and unstable ammonium nitrate. In addition, Defendant Honda was again made aware of the Inflator Defect in the Takata airbags in Honda's vehicles in 2004, following a rupture incident. New Chrysler and the GM Defendants knew about the Inflator Defect from the moments of their inception in 2009, and the other Vehicle Manufacturer Defendants were made aware of the Inflator Defect in Takata's

airbags no later than 2008. Defendants have concealed from or failed to notify Plaintiffs, Class members, and the public of the full and complete nature of the Inflator Defect.

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

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

Estoppel

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

Discovery Rule

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

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

***American Pipe* Tolling**

578. A putative class action suit on behalf of automotive recyclers was brought against Defendants on February 10, 2015. *Automotive Dismantlers and Recyclers Assoc., Inc. v. Takata Corp. et al.,* 1:15-cv-20520-FAM (Moreno, J.). At the time it was brought, Plaintiffs and the other Class members in this case were part of the classes alleged in the *Automotive Dismantlers* action.

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

CLASS ACTION ALLEGATIONS

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

the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

The Automotive Recycler Classes

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

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

A. All Defendants Except New Chrysler and the GM

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

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

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

All automotive recyclers who, prior to the date on which a Class Vehicle was

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

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

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

B. New Chrysler

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

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

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

All automotive recyclers who, prior to the date on which a Class Vehicle was recalled and after June 1, 2009, purchased a Class Vehicle in the state of ____ (*e.g.*,

> Florida) containing an undeployed Takata airbag, and who: (i) still possess any such airbag; (ii) sold any such airbag or component of the airbag module to New Chrysler or an agent or third party acting on its behalf, after the date on which the Class Vehicle was recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.

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

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

C. The GM Defendants

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

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

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

> All automotive recyclers who, prior to the date on which a Class Vehicle was recalled and after July 10, 2009, purchased a Class Vehicle in the state of ____

> (*e.g.*, Florida) containing an undeployed Takata airbag, and who: (i) still possess any such airbag; (ii) sold any such airbag or component of the airbag module to Defendants or an agent or third party acting on their behalf, after the date on which the Class Vehicle was recalled; or (iii) destroyed or disposed of any such airbag, after the date on which the Class Vehicle was recalled.

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

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

Numerosity and Ascertainability

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

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

Predominance of Common Issues

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

a. Whether the Class Vehicles suffer from the Inflator Defect;

b. Whether the Class Vehicles have suffered a diminution of value as a result of those Vehicles' incorporation of the airbags at issue;

c. Whether Defendants knew or should have known about the Inflator Defect, and, if so, how long Defendants have known of the defect;

d. Whether the defective nature of the Class Vehicles constitutes a material fact reasonable businesses would have considered in deciding whether to purchase a Defective Vehicle;

e. Whether Defendants had a duty to disclose the defective nature of the Class Vehicles to Plaintiffs and Class members;

f. Whether Defendants omitted and failed to disclose material facts about the Class Vehicles;

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

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

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

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

k. Whether Defendants' conduct, as alleged herein, was likely to mislead a reasonable business;

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

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

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

o. Whether Defendants' unlawful, unfair, and/or deceptive practices harmed Plaintiffs and the Classes;

p. Whether Plaintiffs and the Classes are entitled to equitable relief, including, but not limited to, a preliminary and/or permanent injunction;

q. Whether Defendants should be declared responsible for notifying all Class members of the Inflator Defect and ensuring that all vehicles with the airbag Inflator Defect are promptly recalled and repaired;

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

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

t. Whether certain Defendants conspired together to violate RICO; and

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

Typicality

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

Adequate Representation

596. 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.

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

Superiority

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

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

600. 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).

601. 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).

602. 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.

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

REALLEGATION AND INCORPORATION BY REFERENCE

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

CLAIMS FOR RELIEF

I. Nationwide Claims

A. Federal Claims

COUNT 1

Dismissed

COUNT 2

Dismissed

COUNT 3

Dismissed

COUNT 4

Dismissed

COUNT 5

Dismissed

COUNT 6

Dismissed

COUNT 7

Dismissed

COUNT 8

Dismissed

COUNT 9

Dismissed

COUNT 10

Dismissed

COUNT 11

Dismissed

COUNT 12

Dismissed

COUNT 13

Dismissed

COUNT 14

Dismissed

COUNT 15

Dismissed

COUNT 16

Dismissed

COUNT 17

Dismissed

COUNT 18

Dismissed

COUNT 19

Dismissed

COUNT 20

Dismissed

COUNT 21

Dismissed

B. Common Law Claim

COUNT 22

Fraudulent Concealment & Fraudulent Misrepresentation

605. This claim is brought by (a) all Plaintiffs against Honda, BMW, Mazda, Nissan, Subaru, and Toyota; (b) Plaintiff Butler against New Chrysler, GM Defendants, Mercedes and the Volkswagen Defendants. Each group of Plaintiffs brings this claim on behalf of themselves and the members of the Nationwide Automotive Recycler Class (excluding Class members who

purchased a Class Vehicle in Florida, Pennsylvania, Tennessee, or North Carolina) under the common law of fraudulent concealment, as there are no true conflicts (case-dispositive differences) among various states' laws of fraudulent concealment. In the alternative, Plaintiffs brings this claim against Defendants under the laws of the states where Plaintiffs and Class members purchased their Class Vehicles.

606. As described above, Defendants made material omissions and affirmative misrepresentations regarding the Class Vehicles and the Defective Airbags contained therein.

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

608. Defendants took steps to ensure that its employees did not reveal the known safety Inflator Defect to regulators, consumers, or businesses like Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class.

609. On information and belief, Takata still has not made full and adequate disclosure, continues to defraud Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class and continues to conceal material information regarding the Inflator Defect that exists in the Defective Airbags.

610. Defendants had a duty to disclose the Inflator Defect because they:

a. Had exclusive and/or far superior knowledge and access to the facts than Automotive Recycler Plaintiffs and members of the Nationwide Automotive

Recycler Class, and knew that the facts were not known to or reasonably discoverable by Plaintiffs and the Class;

b. Intentionally concealed the foregoing from Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class; and

c. Made incomplete representations about the safety and reliability of the Defective Airbags and, by extension, the Class Vehicles, while purposefully withholding material facts from Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class that contradicted these representations.

611. These omitted and concealed facts were material because they would be relied on by purchasers of the Class Vehicles, including the Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class. Whether a manufacturer's products are safe and reliable, and whether that manufacturer stands behind its products are material concerns to a purchaser. Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class trusted Defendants not to sell or fail to recall vehicles that were unsafe or defective or that violated federal law governing motor vehicle safety.

612. Defendants concealed and suppressed these material facts to falsely assure the public that their vehicles were capable of performing safely, as represented by them and reasonably expected by purchasers of the Class Vehicles.

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

614. Defendants actively concealed or suppressed these material facts, in whole or in part, to maintain a market for their vehicles, to protect their profits, and to avoid recalls that would harm or damage their brands' image and cost them money. Defendants concealed these facts at the expense of Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class.

615. Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class were unaware and could not have been aware of these omitted material facts and would not have acted as they did if they had known of the concealed or suppressed facts.

616. Had they been aware of the Defective Airbags and Defendants' callous disregard for safety, Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class would have paid less for their Class Vehicles. Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class did not receive the benefit of their bargain as a result of Defendants' fraudulent concealment.

617. Because of the concealment and/or suppression of the facts, Automotive Recycler Plaintiffs and members of the Nationwide Automotive Recycler Class sustained damage because they purchased Class Vehicles with Defective Airbags (that cannot be resold) as a result of Defendants' concealment of, and failure to timely disclose, and/or misrepresentations concerning the serious Inflator Defect in millions of Class Vehicles and the serious safety and quality issues caused by their conduct.

618. The value of all Class Vehicles has diminished as a result of Defendants' fraudulent conduct in connection with the Defective Airbags and has made any reasonable consumer reluctant to purchase any of the Class Vehicles, let alone pay what otherwise would have been fair market value for the parts, including airbags, to repair them.

619. 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.

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

II. State Class Claims

COUNT 23

Violation of Florida's Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201, *et. seq*.

621. This claim is brought by ARA and Butler ("Florida Automotive Recycler Plaintiffs") individually and on behalf of the Florida Automotive Recycler Class against Honda, BMW, Mazda, Nissan, Subaru, and Toyota. Butler also brings this claim individually and on behalf of the Florida Automotive Recycler Class against New Chrysler, the GM Defendants, Mercedes, and the Volkswagen Defendants.

622. Assignors, Butler, and the Florida Automotive Recycler Class are "consumers" within the meaning of Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Fla. Stat. § 501.203(7).

623. Defendants are engaged in "trade or commerce" within the meaning of Fla. Stat. § 501.203(8).

624. FDUTPA prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." Fla. Stat. § 501.204(1). Defendants participated in unfair and deceptive trade practices that violated the FDUTPA as described herein.

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

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

627. Takata has known of the Inflator Defect in the Defective Airbags since at least the 1990s. Prior to installing the Defective Airbags in their vehicles, the Vehicle Manufacturer Defendants knew or should have known of the Inflator Defect, because Takata informed them that the Defective Airbags contained the volatile and unstable ammonium nitrate. In addition, Defendant Honda has known of the Inflator Defect in the Defective Airbags in Honda's vehicles since at least 2004. New Chrysler and the GM Defendants knew about the Inflator Defect from the moments of their inception in 2009, and the other Vehicle Manufacturer Defendants have known or should have known of the Inflator Defect in the Defective Airbags since at least 2008. Defendants failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

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

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

630. Defendants' unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead and create a false impression in consumers, and were likely to and did in fact deceive reasonable consumers, including Assignors, Butler, and the Florida Automotive Recycler Class members, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Defendants' brands, and the true value of the Class Vehicles.

631. Defendants intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Assignors, Butler, and the Florida Automotive Recycler Class.

632. Defendants knew or should have known that their conduct violated the FDUTPA.

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

634. To protect their profits and to avoid remediation costs and a public relations nightmare, Defendants concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences, and allowed ARA and Butler and the Florida Automotive Recycler Class members to continue the resale of highly dangerous vehicles and vehicle parts.

635. Defendants owed Assignors, Butler, and the Florida Automotive Recycler Class members a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Defendants:

a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;

b. Intentionally concealed the foregoing from Plaintiff; and/or

c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Assignors, Butler, and the Florida Automotive Recycler Class members that contradicted these representations.

636. Because Defendants fraudulently concealed the Inflator Defect in Class Vehicles and/or the Defective Airbags installed in them, resulting in a raft of negative publicity once the Inflator Defect finally began to be disclosed, the value of the Class Vehicles has greatly

diminished. In light of the stigma attached to Class Vehicles by Defendants' conduct, they are now worth significantly less than they otherwise would be.

637. Defendants' failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Assignors, Butler, and the Florida Automotive Recycler Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

638. Assignors, Butler, and the Florida Automotive Recycler Class suffered ascertainable loss caused by Defendants' misrepresentations and their failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Defendants' complete disregard for safety, Assignors, Butler, and the Florida Automotive Recycler Class members either would have paid less for their vehicles or would not have purchased or leased them at all. Assignors, Butler, and the Florida Automotive Recycler Class members did not receive the benefit of their bargain as a result of Defendants' misconduct.

639. Assignors, Butler, and the Florida Automotive Recycler Class risk irreparable injury as a result of Defendants' act and omissions in violation of the FDUTPA, and these violations present a continuing risk to Assignors, Butler, and the Florida Automotive Recycler Class, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest. The recalls and repairs instituted by Defendants have not been adequate.

640. As a direct and proximate result of Defendants' violations of the FDUTPA, Assignors, Butler, and the Florida Automotive Recycler Class have suffered injury-in-fact and/or actual damage.

641. Florida Automotive Recycler Plaintiffs and the Florida Automotive Recycler Class are entitled to recover their actual damages under Fla. Stat. § 501.211(2) and attorneys' fees under Fla. Stat. § 501.2105(1).

642. Florida Automotive Recycler Plaintiffs and the Florida Automotive Recycler Class also seek an order enjoining Defendants' unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys' fees, and any other just and proper relief available under the FDUTPA.

COUNT 24

Dismissed

COUNT 25

Violation of the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq*.

643. This claim is brought by Weaver and Young's individually and on behalf of the North Carolina Automotive Recycler Class against all Defendants Honda, BMW, Mazda, Nissan, Subaru, and Toyota.

644. Defendants engaged in "commerce" within the meaning of N.C. Gen. Stat. § 75-1.1(b).

645. The North Carolina Unfair and Deceptive Trade Practices Act ("UDTPA") broadly prohibits "unfair or deceptive acts or practices in or affecting commerce." N.C. Gen. Stat. § 75-1.1(a). As alleged above and below, Defendants willfully committed unfair or deceptive acts or practices in violation of the North Carolina UDTPA.

646. In the course of their business, Defendants failed to disclose and actively concealed

the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them as described herein and otherwise engaged in activities with a tendency or capacity to deceive.

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

648. Takata has known of the Inflator Defect in its Defective Airbags since at least the 1990s. Prior to installing the Defective Airbags in their vehicles, the Vehicle Manufacturer Defendants knew or should have known of the Inflator Defect, because Takata informed them that the Defective Airbags contained the volatile and unstable ammonium nitrate and the Vehicle Manufacturer Defendants approved Takata's designs. In addition, Defendant Honda was again made aware of the Inflator Defect in the Takata airbags in Honda's vehicles in 2004, following a rupture incident. New Chrysler and the GM Defendants knew about the Inflator Defect from the moments of their inception in 2009, and the other Vehicle Manufacturer Defendants were again made aware of the Inflator Defect in Takata's airbags not later than 2008, when Honda first notified regulators of a problem with its Takata airbags. Defendants failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

649. By failing to disclose and by actively concealing the Inflator Defect in the Class Vehicles and/or the Defective Airbags installed in them, by marketing them as safe, reliable, and of high quality, and by presenting themselves as reputable manufacturers that value safety, Defendants engaged in unfair or deceptive business practices in violation of the North Carolina UDTPA. Defendants deliberately withheld the information about the propensity of the Defective

Airbags to aggressively deploy, and/or violently explode and spray vehicle occupants with lethal amounts of metal debris and shrapnel, instead of protecting vehicle occupants from bodily injury during accidents, in order to ensure that the Class Vehicles were purchased.

650. In the course of Defendants' business, they willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and serious defect discussed above. Defendants compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be reputable manufacturers that value safety.

651. Defendants' unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead, tended to create a false impression in purchasers, were likely to and did in fact deceive reasonable purchasers, including Weaver, Young's, and the North Carolina Automotive Recycler Class, about the true safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Defendants' brands, and the true value of the Class Vehicles.

652. Defendants intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Weaver, Young's, and the North Carolina Automotive Recycler Class.

653. Defendants knew or should have known that their conduct violated the North Carolina UDTPA.

654. As alleged above, Defendants made material statements about the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them that were either false or misleading. Defendants' representations, omissions, statements, and commentary have included selling and marketing the Class Vehicles as "safe" and "reliable," despite their knowledge

of the Inflator Defect or their failure to reasonably investigate it.

655. To protect their profits and to avoid remediation costs and a public relations nightmare, Defendants concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences, and allowed Weaver, Young's, and the North Carolina Automotive Recycler Class members to continue the resale of highly dangerous vehicles and vehicle parts.

656. Defendants owed Weaver, Young's, and the North Carolina Automotive Recycler Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Defendants:

a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;

b. Intentionally concealed the foregoing from Weaver, Young's and the North Carolina Automotive Recycler Class; and/or

c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Weaver, Young's, and the North Carolina Automotive Recycler Class that contradicted these representations.

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

658. Defendants' failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Weaver, Young's, and the North

Carolina Automotive Recycler Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

659. Weaver, Young's and the North Carolina Automotive Recycler Class suffered ascertainable loss caused by Defendants' misrepresentations and their failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Defendants' complete disregard for safety, Weaver, Young's, and the North Carolina Automotive Recycler Class either would have paid less for their vehicles or would not have purchased or leased them at all. Weaver, Young's, and the North Carolina Automotive Recycler Class did not receive the benefit of their bargain as a result of Defendants' misconduct.

660. Weaver, Young's, and the North Carolina Automotive Recycler Class risk irreparable injury as a result of Defendants' acts and omissions in violation of the North Carolina Act, and these violations present a continuing risk to Weaver, Young's, and the North Carolina Automotive Recycler Class, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest. The recalls and repairs instituted by Defendants have not been adequate.

661. As a direct and proximate result of Defendants' violations of the North Carolina UDTPA, Weaver, Young's, and the North Carolina Automotive Recycler Class have suffered injury-in-fact and/or actual damage.

662. Weaver, Young's, and members of the North Carolina Automotive Recycler Class seek punitive damages against Defendants because Defendants' conduct was malicious, willful, reckless, wanton, fraudulent, and in bad faith.

663. Defendants fraudulently and willfully misrepresented the safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them, deceived Weaver, Young's, and North Carolina Automotive Recycler Class on life-or-death matters, and concealed material facts that only Defendants knew, all to avoid the expense and public relations nightmare of correcting the myriad flaws in the Class Vehicles and/or the Defective Airbags installed in them. Because Defendants' conduct was malicious, willful, reckless, wanton, fraudulent, and in bad faith, it warrants punitive damages.

664. Weaver, Young's, and the North Carolina Automotive Recycler Class seek an order for treble their actual damages, an order enjoining Defendants' unlawful acts, costs of Court, attorney's fees, and any other just and proper relief available under the North Carolina UDTPA, N.C. Gen. Stat. § 75-16.

COUNT 26

Dismissed

COUNT 27

Violation of the Deceptive Trade Practices Act
Tex. Bus. & Com. Code §§ 17.41, *et seq.*

665. This claim is brought by Snyder's individually and on behalf of the Texas Automotive Recycler Class against the Legacy Defendants.

666. 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.

667. The Texas Deceptive Trade Practices-Consumer Protection Act ("Texas DTPA") prohibits "[f]alse, misleading, or deceptive acts or practices in the conduct of any trade or commerce," Tex. Bus. & Com. Code § 17.46(a), and an "unconscionable action or course of

action," Tex. Bus. & Com. Code § 17.45(5), which means "an act or practice which, to a consumer's detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree," Tex. Bus. & Com. Code § 17.50(a)(3). Defendants have committed false, misleading, unconscionable, and deceptive acts or practices in the conduct of trade or commerce.

668. Defendants also violated the Texas DTPA by: (1) representing that the Class Vehicles and/or the Defective Airbags installed in them have characteristics, uses, benefits, and qualities which they do not have; (2) representing that they are of a particular standard, quality, and grade when they are not; (3) advertising them with the intent not to sell or lease them as advertised; and (4) failing to disclose information concerning them with the intent to induce others to purchase or lease them.

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

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

671. Takata has known of the Inflator Defect in its Defective Airbags since at least the 1990s. Prior to installing the Defective Airbags in their vehicles, the Vehicle Manufacturer Defendants knew or should have known of the Inflator Defect, because Takata informed them that the Defective Airbags contained the volatile and unstable ammonium nitrate and the Vehicle Manufacturer Defendants approved Takata's designs. In addition, Defendant Honda has known of

the Inflator Defect in the Defective Airbags in Honda's vehicles since at least 2004. New Chrysler and the GM Defendants knew about the Inflator Defect from the moments of their inception in 2009, and the other Vehicle Manufacturer Defendants have known or should have known of the Inflator Defect in the Defective Airbags since at least 2008. Defendants failed to disclose and actively concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them.

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

673. In the course of Defendants' business, they willfully failed to disclose and actively concealed the dangerous risks posed by the many safety issues and serious defect discussed above. Defendants compounded the deception by repeatedly asserting that the Class Vehicles and/or the Defective Airbags installed in them were safe, reliable, and of high quality, and by claiming to be reputable manufacturers that value safety.

674. Defendants' unfair or deceptive acts or practices, including these concealments, omissions, and suppressions of material facts, had a tendency or capacity to mislead, tended to create a false impression in purchasers, were likely to and did in fact deceive reasonable purchasers, including Snyder's and the Texas Automotive Recycler Class members, about the true

safety and reliability of Class Vehicles and/or the Defective Airbags installed in them, the quality of Defendants' brands, and the true value of the recalled vehicles.

675. Defendants intentionally and knowingly misrepresented material facts regarding the Class Vehicles and/or the Defective Airbags installed in them with an intent to mislead Snyder's and the Texas Automotive Recycler Class.

676. Defendants knew or should have known that their conduct violated the Texas DTPA.

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

678. To protect their profits and to avoid remediation costs and a public relations nightmare, Defendants concealed the dangers and risks posed by the Class Vehicles and/or the Defective Airbags installed in them and their tragic consequences, and allowed unsuspecting car purchasers to continue to buy the Class Vehicles, and allowed them to continue the resale of highly dangerous vehicles and vehicle parts.

679. Defendants owed Snyder's and the Texas Automotive Recycler Class a duty to disclose the true safety and reliability of the Class Vehicles and/or the Defective Airbags installed in them because Defendants:

a. Possessed exclusive knowledge of the dangers and risks posed by the foregoing;

b. Intentionally concealed the foregoing from Snyder's and the Texas Automotive Recycler Class; and/or

c. Made incomplete representations about the safety and reliability of the foregoing generally, while purposefully withholding material facts from Snyder's and the Texas Automotive Recycler Class that contradicted these representations.

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

681. Defendants' failure to disclose and active concealment of the dangers and risks posed by the Defective Airbags in Class Vehicles were material to Snyder's and the Texas Automotive Recycler Class. A vehicle made by a reputable manufacturer of safe vehicles is worth more than an otherwise comparable vehicle made by a disreputable manufacturer of unsafe vehicles that conceals defects rather than promptly remedies them.

682. Snyder's and the Texas Automotive Recycler Class suffered ascertainable loss caused by Defendants' misrepresentations and their failure to disclose material information. Had they been aware of the Inflator Defect that existed in the Class Vehicles and/or the Defective Airbags installed in them, and Defendants' complete disregard for safety, automotive recyclers like Plaintiff and the Texas Automotive Recycler Class would have paid less for their vehicles or would not have purchased them at all. Snyder's and the Texas Automotive Recycler Class did not receive the benefit of their bargain as a result of Defendants' misconduct.

683. Snyder's and the Texas Automotive Recycler Class risk irreparable injury as a result of Defendants' acts and omissions in violation of the Texas DTPA, and these violations present a continuing risk to Snyder's and the Texas Automotive Recycler Class, as well as to the

general public. Defendants' unlawful acts and practices complained of herein affect the public interest. The recalls and repairs instituted by Defendants have not been adequate.

684. As a direct and proximate result of Defendants' violations of the Texas DTPA, Snyder's and the Texas Automotive Recycler Class have suffered injury-in-fact and/or actual damage.

685. Pursuant to Tex. Bus. & Com. Code § 17.50(a)(1) and (b), Snyder's and the Texas Automotive Recycler Class seek monetary relief against Defendants measured as actual damages in an amount to be determined at trial, treble damages for Defendants' knowing violations of the Texas DTPA, and any other just and proper relief available under the Texas DTPA.

686. 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.

687. Snyder's and the Texas Automotive Recycler Class also seek court costs and attorneys' fees under § 17.50(d) of the Texas DTPA.

688. In accordance with Tex. Bus. & Com. Code § 17.505(a), Defendants are on notice of their alleged violations of the Texas DTPA relating to the Class Vehicles and/or the Defective Airbags installed in them purchased by Snyder's and the Texas Automotive Recycler Class. Snyder's demanded that Defendants correct or agree to correct the actions described herein. Defendants have failed to do so.

PRAYER FOR RELIEF

Plaintiffs, on behalf of themselves and all others similarly situated, request the Court to enter judgment against Defendants, as follows:

A. An order certifying the proposed Classes, designating Plaintiffs as the named representatives of the Classes, designating the undersigned as Class Counsel, and making such further orders for the protection of Class members as the Court deems appropriate, under Fed. R. Civ. P. 23;

B. A declaration that the airbags in Class Vehicles are defective;

C. An order enjoining Defendants to desist from further deceptive distribution and with respect to the Class Vehicles and such other injunctive relief that the Court deems just and proper;

D. An award to Plaintiffs and Class Members of compensatory, exemplary, and punitive remedies and damages and statutory penalties, including interest, in an amount to be proven at trial;

E. An award to Plaintiffs and Class Members for the return of the purchase price of the Class Vehicles and/or the defective airbags, with interest from the time it was paid, for the reimbursement of the reasonable expenses occasioned by the purchase, for damages and for reasonable attorney fees;

F. A Defendant-funded program, using transparent, consistent, and reasonable protocols, under which out-of-pocket and loss-of-use expenses and damages claims associated with the Defective Airbags in Plaintiffs' and Class Members' Class Vehicles, can be made and paid, such that Defendants, not the Class Members, absorb the losses and expenses fairly traceable to the recall of the vehicles and correction of the Defective Airbags;

G. A declaration that Defendants must disgorge, for the benefit of Plaintiffs and Class Members, all or part of the ill-gotten profits they received from the sale of the Class Vehicles, or make full restitution to Plaintiffs and Class Members;

H. An award of attorneys' fees and costs, as allowed by law;

I. An award of prejudgment and post-judgment interest, as provided by law;

J. Leave to amend this Complaint to conform to the evidence produced at trial; and

K. Such other relief as may be appropriate under the circumstances.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a jury trial as to all issues triable by a jury.

DATED: May 18, 2018

PODHURST ORSECK, P.A.
SunTrust International Center
One Southeast 3rd Ave, Suite 2300
Miami, Florida 33131
Phone: (305) 358-2800
Fax: (305) 358-2382

/s/ Peter Prieto
Peter Prieto (FBN 501492)
Aaron S. Podhurst (FBN 63606)
Stephen F. Rosenthal (FBN 131458)
John Gravante (FBN 617113)
Matthew P. Weinshall (FBN 84783)
Alissa Del Riego (FBN 99742)
pprieto@podhurst.com
apodhurst@podhurst.com
srosenthal@podhurst.com
jgravante@podhurst.com
mweinshall@podhurst.com
adelriego@podhurst.com

Chair Lead Counsel for Plaintiffs

COLSON HICKS EIDSON
Lewis S. "Mike" Eidson
mike@colson.com
Curtis Bradley Miner
curt@colson.com
255 Alhambra Circle, PH
Coral Gables, FL 33134
T: 305-476-7400

By: /s/ Curtis Bradley Miner

Plaintiffs' Personal Injury Track Lead Counsel

POWER ROGERS & SMITH, P.C.
Todd A. Smith
tsmith@prslaw.com
70 West Madison St., 55th Floor
Chicago, IL 60602
T: 312-236-9381

By: /s/ Todd A. Smith

Plaintiffs' Economic Damages Track Co-Lead Counsel

BOIES, SCHILLER & FLEXNER LLP
David Boies, Esq.
Motty Shuhnan, Esq. (Fla Bar. No. 175056)
333 Main Street
Armonk, NY 10504
Tel: (914) 749-8200
Fax: (914) 749-8300
dboies@bsfllp.com
mshulman@bsfllp.com

Stephen N. Zack, Esq. (Fla. Bar. No. 145215)
Mark J. Heise, Esq. (Fla. Bar No. 771090)
100 Southeast 2nd Street, Suite 2800
Miami, FL 33131
Tel: (305) 539-8400
Fax: (305) 539-1307
szack@bsfllp.com
mheise@bsfllp.com

Richard B. Drubel, Esq.
Jonathan R. Voegele, Esq.
26 South Main Street
Hanover, NH 03755
Tel: (603) 643-9090
Fax: (603) 643-9010
rdrubel@bsfllp.com
jvoegele@bsfllp.com

By: /s/ David Boies, Esq.

Plaintiffs' Economic Damages Track Co-Lead Counsel

BARON & BUDD, PC
Roland Tellis
rtellis@baronbudd.com
David Fernandes
dfernandes@bardonbudd.com
Mark Pifko
mpifko@baronbudd.com
15910 Ventura Blvd.,
Suite 1600
Encino, CA 91436
T: 818-839-2333

J.Burton LeBlanc
9015 Bluebonnet Blvd.
Baton Rouge, LA 70810
T: 225-761-6463

By: /s/ Roland Tellis

Plaintiffs' Steering Committee

CARELLA BYRNE CECCHI OLSTEIN BRODY & AGNELLO,PC James E. Cecchi jcecchi@carellabyrne.com 5 Becker Farm Road Roseland, NJ 07068-1739 T: 973 994-1700 f: 973 994-1744 By: /s/ James E. Cecchi *Plaintiffs' Steering Committee*	**LIEFF CABRASER HEIMANN AND BERNSTEIN LLP** Elizabeth Cabraser ecabraser@lchb.com Phong-Chau Gia Nguyen pgnguyen@lchb.com 275 Battery St., Suite 3000 San Francisco, CA 94111-3339 T: 415-956-1000 David Stellings 250 Hudson Street, 8th Floor NY, NY 10012 212-355-9500 dstellings@lchb.com By: /s/ Elizabeth Cabraser *Plaintiffs' Steering Committee*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 18, 2018 I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify the foregoing document is being served this day on all counsel of record via transmission of Notice of Electronic Filing generated by CM/ECF.

By: /s/Peter Prieto
Peter Prieto